ROCKLIN CITY COUNCIL

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

June 25, 2024
CONSOLIDATED MEETING AGENDA
City of Rocklin City Council
Public Financing Authority
Closed Session at 5:30 p.m.
General Session at 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.

AGENDA

MEETING INSTRUCTIONS

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

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

1. CLOSED SESSION

Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation: Ortega v. City of Rocklin, et al., Placer County Superior Case No. SVC0050341.

REPORT OUT OF CLOSED SESSION

CALL GENERAL SESSION TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

2. REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

3. 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.

3A. Minutes of the May 29, 2024 Special Meeting of the City Council
Recommendation: Approve the Minutes of the May 29, 2024 Special Meeting of the City Council.

3B. Minutes of the June 11, 2024 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the June 11, 2024 Regular Meeting of the City Council.

3C. Appointments to Various Boards, Commissions and Committees
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Making Appointments to the Various Boards, Commissions, and Committees.

3D. Military Equipment Use Policy for Fiscal Year 2024-25 (Second Reading of Ordinance)
Recommendation: Adopt an Ordinance of the City Council of the City of Rocklin Approving and Adopting a Military Equipment Use Policy for Fiscal Year 2024-25.

3E. Establish Compensation for Members of the Arts Commission
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Establishing Compensation for Members of the Arts Commission.

3F. Fiscal Year 2024/25 Community Facilities Districts Bond Debt Service Fund Budgets and Collection of Special Taxes on the 2024/25 Tax Roll
Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Adopting Budgets for Community Facilities Districts Bond Debt Service Funds for Fiscal Year 2024/25.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Special Taxes on the 2024/25 Tax Roll.

3G. Placer County Treasurer's Investment Pool - Designation of Authorized Staff
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing Investment of Monies in the Placer County Treasurer's Investment Pool, and Designating Staff Authorized to Deposit and Withdraw Monies.

3H. Delegation of Investment Decision Authority and Adoption of Legislative Policy No. 1 - Investment Policy
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Delegating Authority to Make Investment Decisions to the City Treasurer and Adopting Legislative Policy No. 1 - Investment Policy.

3I. Purchasing Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2024/25

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Purchase Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2024/25.

3J. Local Agency Investment Fund - Investment Authorization and Designation of Authorized Staff

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing Investment of Monies in the Local Agency Investment Fund and Designating Staff Authorized to Deposit and Withdraw Monies and Rescinding Resolution No. 2021-197.

3K. Intention to Annex Vista Oaks (APNs 046-010-007-000 and 046-020-003-000) into Community Facilities District No. 1

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 85) and to Authorize the Levy of Special Taxes Therein (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

3L. Intention to Establish Vista Oaks as a Future Annexation Area of Community Facilities District No. 5

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Establish Territory as a Future Annexation Area of Rocklin Community Facilities District No. 5 (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

3M. Amendment to the FY 2023/24 Budget

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Amending the Fiscal Year 2023/24 Budget.

3N. Various Personnel Updates

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the City of Rocklin Workplace Violence Prevention Plan, and Repealing and Replacing any Resolution in Conflict Herewith.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving the City of Rocklin Travel Policy, Authorizing the City Manager to Execute the Travel Policy, and Replacing and Replacing Resolution No. 2014-190.
C. Adopt a Resolution of the City of Council of the City of Rocklin Approving the Revised Salary Schedules for Rocklin Police Officers' Association; Rocklin Police Officers' Association; Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit; Rocklin Firefighters' Union; Rocklin Public Service Employees' Bargaining Unit; and Rocklin Management, Confidential, and Unrepresented Employees' Resolution.

3O. At-Grade Railroad Roadway and Pedestrian Improvements Project

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding a Professional Services Contract for Engineering Services for the At-Grade Railroad Roadway and Pedestrian Improvements Project to Kimley-Horn and Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving Reimbursement Agreements with Union Pacific Railroad (UPRR) Company for Preliminary Engineering Services for the At-Grade Railroad Roadway and Pedestrian Improvements Project and Authorizing the City Manager to Execute the Agreements.

3P. Building Services Contract Amendment

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Contract Services Agreement with Bureau Veritas North America, Inc. for Building Plan Review and Inspection Services.

3Q. Fire Plan Review and Inspection Services On-Call Contract Awards

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract to 4LEAF, Inc. and Authorizing the City Manager to Execute the Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract to Bureau Veritas, Inc. and Authorizing the City Manager to Execute the Agreement.
C. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract to Shums Coda and Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
D. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract to CSG Consultants and Authorizing the City Manager to Execute the Agreement.
E. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract to BPR, Inc. and Authorizing the City Manager to Execute the Agreement.

3R. City of Rocklin Fire Department's State Mandated Annual Fire Inspection Report

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Acknowledging the Fire Department's Compliance with Sections 13146.2 and 13146.3 of the California Health and Safety Code.

3S. Proclamation Declaring the Month of July as Parks and Recreation Month

Recommendation: Approve a Proclamation Declaring the Month of July as Parks and Recreation Month, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

3T. Purchase of Four Police Vehicles

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Four Chevrolet Tahoe Police Vehicles from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles from Winner Chevrolet.

3U. City-Wide Bark & Play Fiber Maintenance Award

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (City-Wide Bark and Play Fiber Maintenance).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the City-Wide Bark & Play Fiber Maintenance to Jet Mulch, Inc., and Authorizing the City Manager to Execute an Agreement.

3V. Corporation Yard Shop Roof Restoration and Gutter Replacement - Award of Contract

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Corporation Yard Shop Roof Restoration and Gutter Replacement).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Corporation Yard Shop Roof Restoration and Gutter Replacement to United Building Contractors, Inc. and Authorizing the City Manager to Execute Construction Agreement.

3W. Corporation Yard Portable Releveling and Dry Rot Repair Award

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Corporation Yard Portable Releveling and Dry Rot Repair).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for Corporation Yard Portable Releveling and Dry Rot Repair to Reliant Construction, Inc., and Authorizing the City Manager to Execute an Agreement.

3X. Senate Bill 1 Projects List Update

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Rescinding Resolution No. 2024-136 and Adopting a List of Projects for Fiscal Year 2024/25 Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

4. SPECIAL PRESENTATIONS

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

4A. Proclamation Declaring the Month of July 2024 as Parks and Recreation Month

4B. Oaths of Office for Incoming Board, Commission and Committee Members

5. PUBLIC HEARINGS

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

5A. Fiscal Year 2024/25 Operating Budget, 2025-2029 Capital Improvement Program, and Related Personnel Actions

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

A. Adopt a Resolution of the City Council of the City of Rocklin Adopting the Fiscal Year 2024/25 Operating Budget and 2025-2029 Capital Improvement Program.
B. Adopt a Resolution of the City Council of the City of Rocklin Adopting a Revised Management Salary Schedule.
C. Adopt a Resolution of the City Council of the City of Rocklin Approving Rules, Regulations, Benefits, and Policies Relating to Employee Relations Between the Management, Confidential, and Unrepresented Employees and the City; Repealing Resolution No. 2023-134.

5B. Special Assessments for Delinquent Weed Abatement Charges

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

A. Adopt a Resolution of the City Council of the City of Rocklin Imposing Special Assessments Against Certain Parcels for Delinquent Weed Abatement Charges.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments on the 2024/25 Tax Roll (Weed Abatement Charges).

5C. Solid Waste Rate Increase Public Hearing

Recommendation: Conduct a Public Hearing and, if there is No Majority Protest, Consider the Following Action:

Adopt a Resolution of the City Council of the City of Rocklin Amending Solid Waste Collection Service Rates within the Incorporated Limits of the City of Rocklin and Rescinding Resolution No. 2023-110.

5D. Special Assessments for Delinquent Refuse Collection Fees

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

A. Adopt a Resolution of the City Council of the City of Rocklin Imposing Special Assessments Against Certain Parcels for Delinquent Refuse Collection Fees.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments on the 2024/25 Tax Roll (Delinquent Refuse Collection Fees).

5E. Public Facilities Impact Fees Annual Inflation Adjustment

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

Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Annual Inflation Adjustments to the Public Facilities Impact Fees.

6. FUTURE AGENDA ITEMS

The Rocklin City Council will adjourn and reconvene as the Public Financing Authority of the City of Rocklin.

7. PUBLIC FINANCING AUTHORITY

7A. Public Financing Authority of the City of Rocklin Adopting a Budget for Fiscal Year 2024/25

Recommendation: Adopt a Resolution of the Public Financing Authority of the City of Rocklin Adopting a Budget for Fiscal Year 2024/25.

8. ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Minutes of the May 29, 2024 Special Meeting of the City Council

Date: June 25, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the May 29, 2024 Special Meeting of the City Council.

ATTACHMENTS:
1. DRAFT City Council Special Meeting Minutes of May 29 2024

ROCKLIN CITY COUNCIL

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

May 29, 2024
4:00 pm

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Janda called the meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Janda led the pledge of allegiance.

ROLL CALL

Present: Councilmembers Ken Broadway, Bill Halldin
Mayor Greg Janda

Absent: Councilmember David Bass
Vice Mayor Jill Gayaldo

1. DISCUSSION ITEMS

1A. Interviewed Candidates for Appointments to the Board of Appeals, Community Recognition Commission, and Parks and Recreation Commission, and Deliberated.

The City Council conducted interviews with the following applicants:

- Neil Bullock
- Kipp Crew
- Jane Davaransky
- William Dean
- Anannya Gairola
- Melanie Hildenbrand
- Ravneet Kaur
- Elizabeth McGuirk

- John McMillan
- Brook Moniz
- Wendy Smith

A resolution recommending the appointments will be presented to City Council for adoption at the Regular Meeting of June 25, 2024.

2. ADJOURNMENT

Mayor Janda adjourned the meeting at 7:34 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of May 29, 2024 as approved by the Rocklin City Council.

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Minutes of the June 11, 2024 Regular Meeting of the City Council

Date: June 25, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the June 11, 2024 Regular Meeting of the City Council.

ATTACHMENTS:
1. DRAFT City Council Meeting Minutes of June 11 2024

ROCKLIN CITY COUNCIL

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

June 11, 2024
General Session 6:00 pm

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

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

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

Mr. Jerry Mitchell appreciated the roadwork being done on Argonaut Avenue and Midas Avenue and indicated that the Meet the Machines event was a great event.

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Councilmember Bass reported attendance at the Placer County Flood Control District meeting noting the new executive director had started; shared that he and Councilmember Halldin met with local leaders including the Board of Supervisors to discuss energy options;

and thanked Mayor Janda and staff for the letter of support given to assemblymen on organized retail theft legislation.

Vice Mayor Gayaldo shared her participation in interviews for the selection of a contractor on behalf of Sacramento Area Council of Governments (SACOG) 2025 Blueprint; reported attendance at SACOG's Policy and Innovation Committee meeting noting that Rocklin had sent a letter of support in protecting Regional Early Action Planning (REAP) grants; noted that the Placer Mosquito and Vector Control District would report on invasive mosquitos found recently in the City; reported attendance at local high school and middle school graduation ceremonies; thanked staff for the road repairs performed at Granite Oaks Middle School; underscored the success of the Rocklin Brewfest organized by South Placer Rotary noting that all other Councilmembers had participated in the event; and expressed the impact that the loss of Aldo Pineschi will have on the Placer County community and how well-attended his celebration of life was uniting people from all walks of life.

Councilmember Halldin shared his participation in the Rocklin Brewfest noting that the event helps to raise funds for community projects for South Placer Rotary; stated that he participated in the interview process for the City's Boards, Commissions and Committees, including interviews of five youth applicants for the vacancy on the Parks and Recreation Commission; reported attendance for the relocation of New Life Chiropractic in Rocklin and thanking the company for their investment in the City; shared his participation in meeting with other cities to discuss energy challenges in the area; and expressed his appreciation to former Rocklin Mayors Joe Patterson, Scott Yuill and Peter Hill for their contributions to the City Council sponsored scholarships.

Mayor Janda shared that he presented two City Council scholarships to seniors at Whitney High School; participated in interviews for Boards, Commissions and Committees, including youth applicants; was pleased with Rocklin students and the incredible things they were doing in the community; reported on his participation in Brewfest Rocklin, underscoring that it was a great event with approximately 1,800 attendees with a majority traveling in from other cities; and expressed that it was difficult to attend the service of Aldo Pineschi, a great friend and mentor to the community.

Assistant City Manager Conway shared that the Rocklin Swim program had started; noted two upcoming concerts that week at Quarry Park Amphitheatre to include Whitey Morgan and the 78's and Buckethead, and two concerts added to the schedule to include Judy Collins and Keith Sweat later in the summer.

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. Minutes of the May 28, 2024 Regular Meeting of the City Council
Action: Approved the Minutes of the May 28, 2024 Regular Meeting of the City Council.

2B. November 5, 2024 General Municipal Election

Action:

A. Adopted Resolution No. 2024-133 of the City Council of the City of Rocklin Calling and Declaring a General Municipal Election to be Held on Tuesday, November 5, 2024, and Requesting the Placer County Board of Supervisors Consolidate the Election with the State-Wide General Election; and Requesting the County Elections Official Render Election Services for the General Municipal Election.

B. Adopted Resolution No. 2024-134 of the City Council of the City of Rocklin Adopting Regulations for Candidates of Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be Held on Tuesday, November 5, 2024 Election.

2C. Accounts Paid List - January to March 2024

Action: Received the Accounts Paid List for January 1, 2024 to March 31, 2024.

2D. Quarterly Treasurer's Report

Action: Received the Treasurer's Report for the Quarter Ending March 31, 2024.

2E. 2022 Homeland Security Grant Program - Award of Grant

Action: Adopted Resolution No. 2024-135 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Subawardee Grant Agreement with the City of Sacramento Accepting the Terms and Award of the 2022 Homeland Security Grant Program-Urban Area Security Initiative.

2F. Senate Bill 1 Projects

Action: Adopted Resolution No. 2024-136 of the City Council of the City of Rocklin Adopting a List of Projects Fiscal Year 2024/25 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

2G. Fuel Purchases and Vehicle Parts/Services - Increase in Spending Authority

Action:

A. Adopted Resolution No. 2024-137 of the City Council of the City of Rocklin to Authorize Increasing the Total Not-to-Exceed Amount with Hunt & Sons, Inc. Under Sacramento Area Council of Governments Agreement #1920029.

B. Adopted Resolution No. 2024-138 of the City Council of the City of Rocklin to Authorize Increasing the Total Not-to-Exceed Amount with Golden State Emergency Vehicle Service Under Sourcewell Agreement #1130021-OKC-1.

2H. Amendment No. 2 to Contract for Open Space Monitoring Services

Action: Adopted Resolution No. 2024-139 of the City Council of the City of Rocklin Approving Amendment No. 2 to the Contract for Services with Vollmar Natural Lands Consulting, Inc., and Authorizing the City Manager to Execute Amendment No. 2.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Items Nos. 2A through 2H by Vice Mayor Gayaldo and seconded by Councilmember Bass, inclusive of the Blue Memo for Item 2B. Passed by the following vote:

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

3. SPECIAL PRESENTATION

3A. Placer Mosquito & Vector Control District Annual Update

Ms. Meagan Luevano, Public Information Officer with the Placer Mosquito and Vector Control District, provided an annual update on programming and reported that the Aedes aegypti mosquito had been detected in the Parker Whitney neighborhood of the City near Johnson-Springview Park and discussed the response plan which included ground-based treatment and notifications to the public. Ms. Luevano addressed questions by the City Council.

The City Council expressed their appreciation for the annual update, a review of the process for reporting dead birds, the use of interns from Whitney High School in educational programs, and emphasized the District being am industry leader in the use of drone technology.

4. PUBLIC HEARINGS

4A. Levy and Collection of Assessments for Lighting Maintenance District No. 1 for Fiscal Year 2024/25

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

A. Adopted Resolution No. 2024-140 of the City Council of the City of Rocklin Ordering the Levy and Collection of Assessments for Lighting Maintenance District No. 1 and Confirming a Diagram and Assessment.

B. Adopted Resolution No. 2024-141 of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments, and Liens on the 2024/25 Tax Roll (Lighting Maintenance District No. 1).

Mayor Janda opened the public hearing for Item 4A.

Management Analyst Megan Bressem presented the item to City Council.

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item 4A.

Motion to approve Item 4A. by Councilmember Halldin, seconded by Councilmember Bass. Passed by the following vote:

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

4B. Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 for Fiscal Year 2024/25

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

A. Adopted Resolution No. 2024-142 of the City Council of the City of Rocklin Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 and Confirming a Diagram and Assessment.

B. Adopted Resolution No. 2024-143 of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments, and Liens on the 2024/25 Tax Roll (Landscape and Lighting Maintenance District No. 2).

Mayor Janda opened the public hearing for Item 4B.

Management Analyst Megan Bressem presented the item to City Council.

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item 4B.

Motion to approve Item 4B. by Councilmember Bass, seconded by Councilmember Halldin. Passed by the following vote:

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

5. DISCUSSION ITEMS

5A. Fiscal Year 2023/24 Third Quarter: Financial Report and Strategic Plan Update

Action: Adopted Resolution No. 2024-144 of the City Council of the City of

Rocklin Accepting the Quarterly Financial Report for the Quarter Ended March 31, 2024.

Budget Officer Zonousia Lee provided an update on the Third Quarter Financial Report and Assistant City Manager Sherri Conway presented the Strategic Planning Update, followed by City Council questions.

Management Analyst Elizabeth Sorg indicated that the Point in Time count was conducted by City staff and was volunteer-driven, and noted that the COC and Homeless Resources Council of the Sierras hired consultants for data gathering and reporting.

PUBLIC COMMENT

Mr. Benjamin Bjorkman appreciated budget reductions made by the Rocklin Police Department and expressed concern on the impact of development projects on future deficits.

Motion to approve Item 5A. by Councilmember Bass, seconded by Vice Mayor Gayaldo. Passed by the following vote:

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

5B. AB 481 - Military Equipment Report and Inventory: Annual Update

Action:

A. Introduced, Waived the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Approving and Adopting A Military Equipment Use Policy For Fiscal Year 2024-25.

B. Received the 2023 AB 481 annual Military Equipment Report and inventory listing.

Police Captain Chad Morris presented the item to City Council.

PUBLIC COMMENT

Mr. Benjamin Bjorkman supported funding public safety, and suggested prolonging the lifespan or not replacing certain equipment for cost savings.

Motion to approve Item 5B.A. by Vice Mayor Gayaldo, seconded by Councilmember Halldin. Passed by the following vote:

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

Motion to approve Item 5B.B. by Vice Mayor Gayaldo, seconded by Councilmember Halldin. Passed by the following vote:

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

6. FUTURE AGENDA ITEMS

There were none.

7. ADJOURNMENT

Mayor Janda adjourned the meeting at 7:03 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of June 11, 2024 as approved by the Rocklin City Council.

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Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Appointments to Various Boards, Commissions and Committees

Date: June 25, 2024

Submitted By: City Clerk, Avinta Singh

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Making Appointments to the Various Boards, Commissions, and Committees.

Background:
At the Special City Council Meeting on May 29, 2024, the City Council conducted interviews with qualified applicants to fill vacancies on the Board of Appeals, Community Recognition Commission, and Parks and Recreation Commission (including a scheduled vacancy for a Youth Commissioner).

The City Council also reviewed requests for reappointment of scheduled vacancies on the Board of Appeals, Community Recognition Commission, Investment Advisory Committee, Parks and Recreation Commission and Planning Commission.

Exhibit A to the Resolution identifies the recommended appointments and reappointments.

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

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN MAKING APPOINTMENTS TO THE VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES

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

Section 1. The City Council of the City of Rocklin does hereby appoint and reappoint the following individuals to the various Boards, Commissions and Committees of the City of Rocklin commencing July 1, 2024 as set forth in Exhibit A, attached hereto and hereby incorporated herein by this reference.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

AYES: Councilmembers

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

APPOINTMENTS:

BOARD OF APPEALS **Res. No. 81-34** **Four Year Term**	
Appointee	**Term Expires**
William D. Dean	6/30/2028
COMMUNITY RECOGNITION COMMISSION **RMC Chapter 2.45** **Four Year Term**	
Appointee	**Term Expires**
Jane Davaransky	6/30/2028
PARKS AND RECREATION COMMISSION **RMC Chapter 2.36 & 2.44.050** **Four Year Term**	
Appointees	**Term Expires**
Elizabeth E. McGuirk	6/30/2028
John McMillan (Youth Commissioner)	6/30/2025

REAPPOINTMENTS:

BOARD OF APPEALS **Res. No. 81-34** **Four Year Term**	
Appointee	**Term Expires**
Wijaya H. Perera	6/30/2028
COMMUNITY RECOGNITION COMMISSION **RMC Chapter 2.45** **Four Year Term**	
Appointee	**Term Expires**
Susan A. Willson	6/30/2028
INVESTMENT ADVISORY COMITTEE	
Appointee	**Term Expires**
Ramakrishna Bachina	6/30/2028
PARKS AND RECREATION COMMISSION **RMC Chapter 2.36 & 2.44.050** **Four Year Term**	
Appointees	**Term Expires**
Christine D. Anderson	6/30/2028
Matthew B. Duarte	6/30/2028
PLANNING COMMISSION **RMC Chapter 2.36 & 2.44.050** **Four Year Term**	
Appointees	**Term Expires**
Roberto Cortez	6/30/2028
Gregg A. McKenzie	6/30/2028

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Military Equipment Use Policy for Fiscal Year 2024-25 (Second Reading of Ordinance)

Date: June 25, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt an Ordinance of the City Council of the City of Rocklin Approving and Adopting a Military Equipment Use Policy for Fiscal Year 2024-25.

Background:
On June 11, 2024, the City Council introduced, read by title only and waived the full reading of the following:

An Ordinance of the City Council of the City of Rocklin Approving and Adopting a Military Equipment Use Policy for Fiscal year 2024-25.

The background materials for this item are contained in the June 11, 2024 City Council Meeting Staff Report, located on the City's website.

ATTACHMENTS:
1. Ordinance No. 1180 - Military Equipment Use Policy

ORDINANCE NO. 1180

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND ADOPTING A MILITARY EQUIPMENT USE POLICY FOR FISCAL YEAR 2024-25

WHEREAS, Assembly Bill 481, codified as Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of their governing body by ordinance adopting a "military equipment" use policy, at a regular meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment; and

WHEREAS, the Rocklin Police Department has submitted a Military Equipment Use Policy for Fiscal Year (FY) 2024-25 for the City Council's consideration and adoption.

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

Section 1. Purpose. The purpose of this ordinance is to annually adopt the military equipment use policy as required by California Government Code section 7070 et seq., as amended from time to time, with the requisite findings and determinations set forth therein.

Section 2. Authority. This ordinance is enacted under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code sections 37100, and 7070, et seq.

Section 3. Findings.

A. Assembly Bill 481, codified as Government Code sections 7070 through 7075, requires law enforcement agencies to annually obtain approval of their governing body by ordinance adopting a "military equipment" use policy, which includes the Department's inventory of "military equipment," at a regular meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment, and Government Code section 7070 specifically defines the term or phrase “military equipment.”

B. The Rocklin Police Department's Military Equipment Use Policy is found within the Rocklin Police Department Policy Manual, Policy 706.

C. The Rocklin Police Department's Military Equipment Use Policy was published on the Rocklin Police Department's website and presented to the City Council at least thirty days prior to the regular City Council meeting wherein the Policy

was considered for adoption.

D. The Rocklin Police Department's Military Equipment Use Policy meets the requirements of California Government Code section 7070(d).

Section 4. Determinations. Based upon the findings set forth above, in addition to information provided as part of the regular City Council meeting wherein the Rocklin Police Department's Military Use Policy for FY 2024-25 was considered for adoption, the City Council of the City of Rocklin determines as follows:

1. The military equipment identified in the Rocklin Police Department's Military Equipment Use Policy is necessary, because there are no reasonable alternatives that can achieve the same objections of officer and civilian safety.

2. The Rocklin Police Department's Military Equipment Use Policy will safeguard the public ' s welfare, safety, civil rights, and civil liberties.

3. The military equipment identified in the Rocklin Police Department's Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

4. The Rocklin Police Department's Military Equipment Use Policy is approved and adopted for FY 2024-25.

Section 5. Effective Date. This ordinance shall take effect 30 days after the date of its adoption.

Section 6. Environmental. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 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).

Section 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 8. Publication. Within 15 days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, a summary of the ordinance, or an

advertisement of the ordinance to be published in a newspaper of general circulation, with the names of those City Councilmembers voting for and against the ordinance, in accordance with Government Code section 36933.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on June 11, 2024, by the following vote:

AYES: Councilmembers: Bass, Gayaldo, Halldin, Janda
NOES: Councilmembers: None
ABSENT: Councilmember: Broadway
ABSTAIN: Councilmembers: None

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

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

_____
Greg Janda, Mayor

_____
Avinta Singh, City Clerk

First Reading: 06.11.2024
Second Reading:
Effective Date:

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Establish Compensation for Members of the Arts Commission

Date: June 25, 2024

Submitted By: Sherri Conway, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Establishing Compensation for Members of the Arts Commission.

Background:
On January 24, 2023, the City Council adopted a Resolution enacting Chapter 2.43 to the Rocklin Municipal Code establishing an Arts Commission. The ordinance provides for compensation of Arts Commission members to be set by resolution of the City Council. The Arts Commission consists of five members holding regular monthly meetings and special meetings as needed. Consistent with the compensation established for the Parks and Recreation Commission (per Resolution No. 2021-94), the proposed annual compensation for members of the Arts Commission is $1,800 per member, for a total of $9,000 annually.

Fiscal Impact:
Compensation will result in annual expense from the General Fund of $9,000. There is no additional fiscal impact as this funding is included in the Fiscal Year 2024/25 operating budget.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY OF ROCKLIN ESTABLISHING
COMPENSATION FOR MEMEBERS OF THE ARTS COMMISSION

WHEREAS, Rocklin Municipal Code Chapter 2.43 established the Arts Commission; and

WHEREAS, Rocklin Municipal Code Chapter 2.43.050 states that compensation for a member of the Arts Commission shall be in an amount established by resolution of the City Council; and

WHEREAS, Resolution No. 2021-94 established an annual compensation schedule for elected and appointed positions, identifying $1,800 annually per member of the Parks, Recreation and Arts Commission; and

WHEREAS, the Arts Commission as a stand-alone commission from the Parks and Recreation Commission, shall have consistent compensation as the Parks and Recreation Commission;

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

Section 1. Compensation for members of the Arts Commission shall be $1,800 per Commissioner annually.

PASSED AND ADOPTED this 25th day of June, 2024 by the following vote:

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

Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fiscal Year 2024/25 Community Facilities Districts Bond Debt Service Fund Budgets and Collection of Special Taxes on the 2024/25 Tax Roll

Date: June 25, 2024

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Adopting Budgets for Community Facilities Districts Bond Debt Service Funds for Fiscal Year 2024/25.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Special Taxes on the 2024/25 Tax Roll.

Background:

The Fiscal Year (FY) 2024/25 budgets for the Special Tax District Bond Debt Service Funds are prepared and transmitted to the City Council for adoption. The districts' revenues are derived from special taxes placed on the County property tax rolls, while their expenses include debt service payments and administrative costs for the upcoming fiscal year. Staff ensures that all districts maintain sufficient reserves to guarantee timely payments. Staff recommends adopting Resolution A (Attachment 1) to approve the FY 2024/25 budgets for the bond debt service funds of Community Facilities Districts (CFD) No. 6, CFD No. 8, CFD No. 9, CFD No. 10, and CFD No. 11, enabling the collection of necessary revenue for debt service payments and administrative costs.

For the collection of special taxes, assessments, liens, and other charges on behalf of the City, the County of Placer requires the City to warrant the legality of these charges and to defend and indemnify the County against any legal challenges. Staff recommends adopting Resolution B (Attachment 2) to meet this requirement and to request the Auditor-Controller of Placer County to include these collections on the County 2024/25 tax rolls for CFD No. 1, CFD No. 5, CFD No. 6, CFD No. 8, CFD No. 9, CFD No. 10, CFD No. 11, and the City of Rocklin Park Development and Maintenance Taxes.

Fiscal Impact:

Adoption of the attached resolutions will allow special taxes to be levied and collected to pay for bond debt service and services provided in the City's special districts.

ATTACHMENTS:

1. Resolution A - Special District Budgets
2. Resolution B - Collection of Special Taxes

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADOPTING BUDGETS FOR COMMUNITY FACILTIES DISTRICTS
BOND DEBT SERVICE FUNDS FOR FISCAL YEAR 2024/25

WHEREAS, the City Council has committed to annually adopt a budget for all of the City's Community Facilities Districts Bond Debt Service Funds.

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

Section 1. The budget for Rocklin Community Facilities District No. 6 (Sunset West-Drainage) Bond Debt Service Fund for fiscal year 2024/25 is hereby adopted as set forth in the attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. The budget for Rocklin Community Facilities District No. 8 (Sunset West-Park Drive) Bond Debt Service Fund for fiscal year 2024/25 is hereby adopted as set forth in the attached hereto as Exhibit B and incorporated herein by this reference.

Section 3. The budget for Rocklin Community Facilities District No. 9 (Sunset West-West/Blue Oaks) Bond Debt Service Fund for fiscal year 2024/25 is hereby adopted as set forth in the attached hereto as Exhibit C and incorporated herein by this reference.

Section 4. The budget for Rocklin Community Facilities District No. 10 (Whitney Ranch) Bond Debt Service Fund for fiscal year 2024/25 is hereby adopted as set forth in the attached hereto as Exhibit D and incorporated herein by this reference.

Section 5. The budget for Rocklin Community Facilities District No. 11 (Sierra College Interchange) Bond Debt Service Fund for fiscal year 2024/25 is hereby adopted as set forth in the attached hereto as Exhibit E and incorporated herein by this reference.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Stanford Ranch Community Facilities District No. 6
(Sunset West-Drainage)
Bond Debt Service Fund Budget
Fiscal Year 2024/25

		FY 2024/25 Budget
Debt Service Fund:		
Special Tax Revenues		$ 68,700
Interest Income		$ 2,100
Total Revenue		$ 70,800
Expenditures		
Principal Payment	($ 76,200)	
Interest Payment	($ 2,600)	
Administration Fees	($ 13,400)	
County Special Tax Collection Fee	($ 700)	
Total Expenditures:		($ 92,900)
Results of Operations:		($ 22,100)
Estimated Available Fund Balance 7/1/24:		$ 115,300
Estimated Available Fund Balance 6/30/25:		$ 93,200

Balance includes amounts available for upcoming fall debt service payments.

Exhibit B

Rocklin Community Facilities District No. 8
(Sunset West-Park Drive)
Bond Debt Service Fund Budget
Fiscal Year 2024/25

		FY 2024/25 Budget
Debt Service Fund:		
Special Tax Revenues		$ 205,700
Interest Income		$ 3,600
Total Revenue		$ 209,300
Expenditures		
Principal Payment	($ 197,200)	
Interest Payment	($ 6,600)	
Administration Fees	($ 13,400)	
County Special Tax Collection Fee	($ 2,100)	
Total Expenditures:		($219,300)
Results of Operations:		($ 10,000)
Estimated Available Fund Balance 7/1/24:		$ 225,000
Estimated Available Fund Balance 6/30/25:		$ 215,000

Balance includes amounts available for upcoming fall debt service payments.

Exhibit C

Rocklin Community Facilities District No. 9
(Sunset West-West/Blue Oaks)
Bond Debt Service Fund Budget
Fiscal Year 2024/25

		FY 2024/25 Budget
Debt Service Fund:		
Special Tax Revenues		$ 241,800
Interest Income		$ 4,200
Total Revenue		$ 246,000
Expenditures		
Principal Payment	($234,800)	
Interest Payment	($ 7,900)	
Administration Fees	($ 13,800)	
County Special Tax Collection Fee	($ 2,400)	
Total Expenditures:		($ 258,900)
Results of Operations:		($ 12,900)
Estimated Available Fund Balance 7/1/24:		$ 265,200
Estimated Available Fund Balance 6/30/25:		$ 252,300

Balance includes amounts available for upcoming fall debt service payments.

Exhibit D

Rocklin Community Facilities District No. 10
(Whitney Ranch)
Bond Debt Service Fund Budget
Fiscal Year 2024/25

		FY 2024/25 Budget
Debt Service Fund:		
Special Tax Revenues		$ 3,295,500
Interest Income		$ 59,400
Total Revenue		$ 3,354,900
Expenditures		
Principal Payment	($1,025,000)	
Interest Payment	($2,130,400)	
Administration Fees	($ 44,000)	
County Special Tax Collection Fee	($ 33,000)	
Total Expenditures:		($3,232,400)
Results of Operations:		$ 122,500
Estimated Available Fund Balance 7/1/24:		$ 3,724,900
Estimated Available Fund Balance 6/30/25:		$ 3,847,400

Balance includes amounts available for upcoming fall debt service payments.

Exhibit E

Rocklin Community Facilities District No. 11
(Sierra College Interchange)
Bond Debt Service Fund Budget
Fiscal Year 2024/25

		FY 2024/25 Budget
Debt Service Fund:		
Special Tax Revenues		$ 584,800
Interest Income		$ 19,500
Total Revenue		$ 604,300
Expenditures		
Principal Payment	($ 395,000)	
Interest Payment	($ 149,300)	
Administration Fees	($ 22,600)	
County Special Tax Collection Fee	($ 5,800)	
Total Expenditures:		($ 572,700)
Results of Operations:		$ 31,600
Estimated Available Fund Balance 7/1/24:		$ 944,300
Estimated Available Fund Balance 6/30/25:		$ 975,900

Balance includes amounts available for upcoming fall debt service payments.

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
REQUESTING THE COLLECTION OF SPECIAL TAXES
ON THE 2024/25 TAX ROLL

WHEREAS, the County of Placer requires, as a condition of the collection of taxes, assessments, liens and other charges on behalf of the City that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

Section 1. The Auditor-Controller of Placer County is requested to attach for collection on the County 2024/25 tax rolls the following:

a. City of Rocklin Community Facility District No. 1 special taxes ("Taxes") as set forth in Rocklin City Council Resolution No. 86-102 and Ordinance No. 802;
b. City of Rocklin Community Facility District No. 5 special taxes ("Taxes") as set forth in Resolution No. 96-255 and Ordinance No. 805;
c. City of Rocklin Community Facility District No. 6 special taxes ("Taxes") as set forth in Resolution No. 98-286 and Ordinance No. 792;
d. City of Rocklin Community Facility District No. 8 special taxes ("Taxes") as set forth in Resolution No. 98-290 and Ordinance No. 793;
e. City of Rocklin Community Facility District No. 9 special taxes ("Taxes") as set forth in Resolution No. 98-315 and Ordinance No. 796;
f. City of Rocklin Community Facility District No. 10 special taxes ("Taxes") as set forth in Resolution No. 2005-81 and Ordinance No. 895;
g. City of Rocklin Community Facility District No. 11 special taxes ("Taxes") as set forth in Rocklin City Council Resolution No. 2006-299.
h. City of Rocklin Park Development and Maintenance Taxes as set forth in Rocklin City Council Resolution No. 2018-298, Resolution No. 2009-186, Resolution No. 98-172, and Ordinance No. 7

Section 2. The City warrants and represents that the Taxes comply with all requirements of state law, including, but not limited to, Articles XIIIC and XIIID of the California Constitution (Proposition 218).

Section 3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the Taxes on behalf of City.

Section 4. The City agrees to and shall defend, indemnify, and hold harmless the County, its officers, agents, and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the Taxes requested to be collected by County for City, or in any manner arising out of City establishment and imposition of said Taxes. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the Taxes, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

Section 5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, and that City will not refer such persons to County officers and employees for response.

Section 6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Placer County Treasurer's Investment Pool - Designation of Authorized Staff

Date: June 25, 2024

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing Investment of Monies in the Placer County Treasurer's Investment Pool, and Designating Staff Authorized to Deposit and Withdraw Monies.

Background:
On February 26, 2013, the City Council adopted Resolution No. 2013-38, approving the investment of monies in the Placer County Treasurer's Investment Pool (PCTIP), and designating certain staff members to make deposits and withdraws. Investing in the PCTIP is consistent with the City's Investment Policy. As of March 31, 2024, the City has approximately $8.9 million deposited in the PCTIP. The PCTIP requires that the City staff authorized to move funds into or out of the PCTIP be identified and be annually approved by City Council resolution.

Therefore, staff recommends reaffirming the authorization to invest monies in the PCTIP and designating the City Manager, the City Treasurer, and the City Treasurer's designees to have the authority to make deposits and withdraws from the PCTIP.

Fiscal Impact:
There is no direct fiscal impact from the staff recommendation. As of March 31, 2024, the net reported rate of return was 3.339%, with the total assets under management of $8,941,577.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING INVESTMENT OF MONIES IN THE PLACER COUNTY TREASURER'S INVESTMENT POOL, AND DESIGNATING STAFF AUTHORIZED TO DEPOSIT AND WITHDRAW MONIES

WHEREAS, on September 8, 1992, the Placer County Board of Supervisors adopted Resolution No. 92-264 approving the procedures of Government Code Section 53684, authorizing deposit of local agency funds into the Placer County Treasurer's Investment Pool; and

WHEREAS, pursuant to Government Code Section 27136, the Placer County Treasurer may take such time as necessary to honor a request for withdrawal so as to ensure that such withdrawal does not adversely affect the interest of other depositors; and

WHEREAS, the Placer County Treasurer requires a minimum of 24 hours written notice of funds to be withdrawn or deposited; and

WHEREAS, individual investment securities are kept in a third-party safekeeping account to provide the public with the highest degree of protection; and

WHEREAS, due to the annual requirement to designate authorized staff, it is necessary to reaffirm the list of City staff authorized to deposit and withdrawal monies in the Placer County Treasurer's Investment Pool.

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

Section 1. The City Council of the City of Rocklin authorize the deposit and withdrawal of City of Rocklin monies into the Placer County Treasurer's Investment Pool for the purpose of investment in accordance with the Placer County Treasurer's policies and procedures, as well as, applicable state statues.

Section 2. The City Council does hereby authorize the City Manager, the City Treasurer and the City Treasurer's designees to deposit and withdraw of monies to the Placer County Treasurer's Investment Pool.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Delegation of Investment Decision Authority and Adoption of Legislative Policy No. 1 - Investment Policy

Date: June 25, 2024

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Delegating Authority to Make Investment Decisions to the City Treasurer and Adopting Legislative Policy No. 1 - Investment Policy.

Background:
City of Rocklin Legislative Policy No. 1 (Investment Policy) establishes standards and guidelines for the direction, management, and oversight for the majority of the City's investable cash and funds and identifies the investment objectives, tolerance for risk, constraints on the investment portfolio, and the manner in which the investments will be managed and monitored. Investment Policy Section XIII requires annual review of the City's Investment Policy to ensure its consistency with the overall objectives of preservation of principal, liquidity and return. The policy is also reviewed for relevance to current law, financial and economic trends, and the needs of the City. Adoption of the Investment Policy is required by the City Council of the City of Rocklin each year by resolution.

On May 9, 2023, the City Council adopted Resolution No. 2023-067, approving the Investment Policy for Fiscal Year (FY) 2023/24 and delegated authority to make all investment decisions to the City Treasurer for FY 2023/24 consistent with California Government Code 53607 and the Investment Policy.

City staff and the Investment Team at Chandler Asset Management, Inc., who provides investment management and advisory services to the City, reviewed the Investment Policy to identify opportunities for the improvement of and to better align the policy with the City's investment objectives, California Government Code, and industry best practices. Proposed revisions to the policy this year include:
a. providing clarity by adding reference to the relevant regulations for participants in the investment process,
b. adding an additional prohibited investment practice for the purchase of a security with a

forward settlement date exceeding 45 days from the time of the investment,
c. further defining the institutions eligible to transact investments with the City, and
d. incorporating minor grammatical corrections.

On April 18, 2024, the City's Investment Advisory Committee reviewed the proposed changes and subsequently continued the updated City Investment Policy to the City Council for adoption.

Staff recommends the City Council adopt a resolution delegating authority to make investment decisions to the City Treasurer for the fiscal year commencing July 1, 2024 and ending June 30, 2025, and approving Legislative Policy No. 1 - Investment Policy, which is included as Exhibit A to the resolution (Attachment 2). A redline copy of the policy is included as Attachment 3 for reference.

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

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Proposed Investment Policy
3. Investment Policy - Redline

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
DELEGATING AUTHORITY TO MAKE INVESTMENT DECISIONS
TO THE CITY TREASURER AND ADOPTING
LEGISLATIVE POLICY NO. 1 – INVESTMENT POLICY

WHEREAS, the City of Rocklin's Investment Policy and California Government Code Section 53607 authorize the City Council to delegate authority to the City Treasurer to make all investment decisions for a one-year period; and

WHEREAS, pursuant to the Investment Policy, the City's Investment Policy shall be reviewed annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current laws and regulations.

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

Section 1. Pursuant to Section 53607 of the California Government Code, the City Council hereby delegates authority to make all investment decisions for the City's investment portfolio to the City Treasurer. Such delegation shall be for the period commencing July 1, 2024 and ending June 30, 2025. This authority shall supersede Resolution No. 2023-067.

Section 2. Pursuant to the Rocklin Legislative Policy No. 1 – Investment Policy, City of Rocklin Statement of Investment Policy attached hereto as Exhibit A, is hereby confirmed through the 2024/25 fiscal year.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

CITY OF ROCKLIN
STATEMENT OF INVESTMENT POLICY

INTRODUCTION

This statement is intended to outline the policies for the prudent investment of the City's Funds and to provide guidelines for suitable investments.

The ultimate goal is to enhance the economic status of the City while safeguarding its assets.

The City's Cash Management System is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City's investment portfolio shall be structured with the objective of attaining a market rate of return throughout budgetary and economic cycles, provided that all investments meet the criteria established for safety and liquidity.

The City's investment policies and practices are based upon Federal, State, and Local laws and prudent money management. The primary goals of these policies are:

1. To assure compliance with all Federal, State and Local laws governing the investment of monies.

2. To protect the principal monies.

3. To ensure the investment portfolio remains sufficiently liquid to enable the City of Rocklin to meet all operating requirements which might be reasonably anticipated.

4. To attain a market rate of return on investment within the parameters of this Statement of Investment Policy and the Investment Portfolio Guidelines.

I. SCOPE

It is intended that this policy cover all funds and investment activities under the direct authority of the City in accordance with California Government Code Section 53600 et seq., the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)

and local laws. Funds included are General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Funds and Trust Funds.

This policy will not cover bond proceeds obtained from bond issues which are not direct obligations of the City, and which are not under the direct authority of the City. The bond proceeds will be invested in accordance with the Bond Indenture Agreement and applicable State and Federal regulations.

II. OBJECTIVES

1. Safety of Principal

Safety of principal is the foremost objective of the City of Rocklin. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the Agency will diversify its investments by investing funds among a variety of securities with independent returns. The City shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.

2. Liquidity

Liquidity is the second most important objective of the City of Rocklin. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. It is important that an investment contain the feature of being easily sold at any time with a minimal risk of loss of some portion of principal or interest. The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

3. Return on Investment

The City's Fund shall seek to attain a market-average rate of return throughout economic cycles. The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

City employees and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that deviations from expectations are reported in a timely manner and that appropriate action is taken to control adverse developments.

IV. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds may be delegated to the City Treasurer.

The City Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment

transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

V. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. City employees and the City's Investment Advisory Committee involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the Investment Policy of which could impair their ability to make impartial investment recommendations and/or decisions. The City's Investment Advisory Committee and City employees involved in the investment process shall disclose any material financial interests in financial institutions with which the City may conduct business, and they shall further disclose any reportable personal financial/investment positions that could be related to the performance of the City's portfolio. The Investment Advisory Committee and City employees involved in the investment process shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

All participants in the investment process are required to comply with terms of the Political Reform Act, Fair Political Practices Commission Regulations promulgated thereunder (2 C.C.R. §§ 18110 through 18998), the City's Conflict of Interest Policy, including, without limitation, filing of Form 700, notification and recusal obligations, and Government Code section 1090 prohibitions.

VI. INVESTMENTS

1. AUTHORIZED INVESTMENTS

The City is governed by the California Government Code, Sections 53600 et seq. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum credit requirements listed in this section apply at the time the security is purchased. An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

Within the context of these limitations, the following investments are authorized, as further limited herein:

A. United States Treasury Bills, Notes, Bonds, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the Fund that can be invested in this category as they are both safe and liquid.
   - The maximum maturity is five (5) years.

B. Municipal Securities including obligations of the City of Rocklin, the State of California and any local agency within the State of California, provided that:
   - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
   - No more than 5% of the portfolio may be invested in any single issuer.
   - No more than 30% of the portfolio may be in Municipal Securities.
   - The maximum maturity does not exceed five (5) years.

C. Municipal Securities (Registered Treasury Notes or Bonds) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
   - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
   - No more than 5% of the portfolio may be invested in any single issuer.
   - No more than 30% of the portfolio may be in Municipal Securities.

- The maximum maturity does not exceed five (5) years.

D. Federal Agencies or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
   - No more than 30% of the portfolio may be invested in any single Agency/GSE issuer.
   - The maximum maturity does not exceed five (5) years.
   - The maximum percent of agency callable securities in the portfolio will be 20%.

E. Banker's Acceptances, provided that:
   - They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 40% of the portfolio may be invested in Banker's Acceptances.
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 180 days.

F. Commercial paper, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:
   a. Securities issued by corporations:
      (i) A corporation organized and operating in the United States with assets more than $500 million.
      (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
      (iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

   b. Securities issued by other entities:
      (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
      (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.

(iii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

- No more than 10% of the outstanding commercial paper of any single issuer.
- No more than 25% of the Agency's investment assets under management may be invested in Commercial Paper
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 270 days.

G. Negotiable Certificates of Deposit (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:
   - The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
   - Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed five (5) years.

H. Repurchase Agreements collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:
   - Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
   - Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
   - The maximum maturity does not exceed one (1) year.

I. Supranationals, provided that:
   - Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

J. State of California Local Agency Investment Fund (LAIF), provided that:
- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the City Treasurer to adequately judge the risk inherent in LAIF's portfolio.

K. Corporate Medium-term notes (MTNs), provided that:
- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

L. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
- The amount per institution is limited to the maximum covered under federal insurance.
- No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

M. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:
   a. MUTUAL FUNDS that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
      (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
      (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not

less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.
- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. MONEY MARKET MUTUAL FUNDS registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
   (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
   (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.
- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

c. No more than 20% of the total portfolio may be invested in these securities.

N. Collateralized Bank Deposits. The City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

O. Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities and Collateralized Mortgage Obligations from issuers not defined in sections A. or D. of the Authorized Investments Section of this Policy, provided that:
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum legal final maturity does not exceed five (5) years.

P. Placer County Treasurer's Investment Pool. The City may invest in the Placer County Treasurer's Investment Pool established by the Placer County Treasurer for the benefit of local agencies. No more than 25% of the market

value of the Fund may be invested in the Placer County Treasurer's Investment Pool.

2. PROHIBITED INVESTMENT VEHICLES AND PRACTICES
   A. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
   B. In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
   C. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
   D. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
   E. Purchasing or selling securities on margin is prohibited.
   F. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
   G. The purchase of foreign currency denominated securities is prohibited.
   H. The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

   Agencies that are not Qualified Institutional Buyers (QIB) as defined by the Securities and Exchange Commission are prohibited from purchasing Private Placement Securities. The SEC defines a QIB as having at least $100,000,000 in securities owned and invested.

VII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the City Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City Treasurer will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The City Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These

institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state and proof of FINRA certification as a broker-dealer, as defined in Section 25004 of the Corporations Code.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the City Treasurer with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq*. and the City's investment policy. The City Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

VIII. COLLATERALIZATION

Certificates of Deposit (CDs). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

Collateralization of Bank Deposits. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

Repurchase Agreements. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

IX. DELIVERY, SAFEKEEPING AND CUSTODY OF SECURITIES

Delivery-versus-Payment (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

Safekeeping and Custody. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

X. RISK MANAGEMENT AND DIVERSIFICATION

Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
2. No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or the City's risk preferences.
4. If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
    - Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer in a timely manner.
    - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

Mitigating Market Risk in the Portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.

The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

XI. REPORTING

Monthly Reporting

The City Treasurer shall provide to the City Council a monthly investment report detailing transactions in the City's portfolio as required per California Government Code section 53607.

Quarterly Reporting

The City Treasurer shall render a quarterly report to the City Council showing the type of investment, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than twelve months, rate of interest, type and amount of funds under the management of contract investment managers, the City's compliance with the statement of investment policy, the ability of the City of meet cash flow needs for the next six months, and such data as may be required by the City Council as required per California Government Code section 53646.

Annual Reports

An annual report will be presented to the City Council. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and may include an investment plan for the coming year.

XII. INVESTMENT CONTROLS

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes

that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

XIII. POLICY ADOPTION

The City's Investment Policy shall be adopted by resolution of the City Council. The Policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of PRINCIPAL, LIQUIDITY, AND RETURN, and its relevance to current law, financial and economic trends, and to meet the needs of the City of Rocklin and any modifications made thereto must be approved by the City Council. The City's Investment Policy shall be submitted annually to the City Council.

GLOSSARY

ACCRUED INTEREST - Interest on a bond that has accumulated since the last interest payment. The buyer pays the seller the bond price plus accrued interest.

AGENCIES - Federal agency securities.

BANKER'S ACCEPTANCE - A time draft drawn on a bank and accepted by that bank as ultimate liability for payment. Used most often to finance import and export transactions. Banker's acceptances are also collateralized by the underlying merchandise being contracted in the import-export transaction. It is a money market instrument when guaranteed by a bank.

BASIS POINT - Smallest measure used in quoting yields on bonds and notes; one one-hundredth of a percentage point (.01 percent or .0001).

BOND - A debt instrument in which the investor lends money to the bond issuer, who agrees to pay a stated rate of interest over a specified period of time. Very simply a bond is nothing more than a promissory note which is traded in the financial markets. The investor's position is that of lender.

BOOK VALUE - The value at which the investor holds on their books as their invested amount in a security. This may be more or less' than the current face value of the security depending if the security was purchased at a price more or less than the face value.

BROKER - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not hold a position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CAPITALIZATION - A firm's capital structure, composed of total securities issued by the corporation, including bonds, debentures, preferred and common stock, and all surpluses (retained earnings).

CERTIFICATE OF DEPOSIT (CD) (TIME DEPOSIT) - An interest-bearing time deposit issued by banks with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

CHURNING – excessive trading in a customer's account designed solely to increase broker's commissions.

COLLATERAL - Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED OBLIGATIONS - Notes secured by collateral. The collateral is usually comprised of U.S. Government securities which are held by a third-party-trustee who also insures that adequate collateral is posted at all times.

COLLATERALIZED MORTGAGE OBLIGATION (CMO) - Derivative security created by dividing the cash flows of a pool of mortgages into obligations with different maturities.

COMMERCIAL PAPER - Unsecured, bearer obligations (maturity usually 270 days or less) issued by corporations, either at a discount and redeemed at par, or at par and pay interest.

COMMON STOCK - Units (shares) of ownership in a public corporation. Shareholders have control over corporate affairs through voting rights, and dividends are paid to common stockholders after preferred stock shareholders.

CONFIRMATION - A piece of paper detailing the conditions and terms of a transaction. Delivered to the customer on or before settlement. It serves as a bill for purchases and an advisory notice for sales.

CORPORATE BONDS - A debt instrument issued by a corporation which normally pays interest on specific dates and repays the principal at maturity.

COUPON - (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT RISK - The risk that an obligation will not be met in a timely fashion with the result being a temporary or even permanent loss to the lender.

DEALER - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE - A bond secured only by the general credit of the issuer.

DEBT TO EQUITY RATIO - Solvency ratio of total long-term debt to total stockholder's equity.

DELIVERY VERSUS PAYMENT - There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVE - A broad term referring to any security which derives its value from another underlying asset or index.

DISCOUNT - The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT RATE - Interest rate that the Federal Reserve charges for loans to member banks.

DISCOUNT SECURITIES - Non-interest-bearing money market instruments that are issued at a discount and redeemed at a maturity for full face value; i.e., U.S. Treasury bills.

DIVERSIFICATION - Spreading a portfolio across a range of security types, industries or geographic areas to limit risk.

FACE VALUE - The same as par value. Face value is the principal amount of a bond.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) - A federal agency that insures bank deposits currently $250,000 per depositor.

FEDERAL FARM CREDIT BANK (FFCB) - Government instrumentality which issues notes and bonds to provide funds for its member banks for the purchase of farm land, equipment and commodities.

FEDERAL HOME LOAN BANKS (FHLB) - Government instrumentality consisting of twelve regional banks owned by savings and homestead associations which issue bonds and notes to finance home building and mortgage loans of their member associates.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC OR FREDDIE MAC) - Debt issued by FHLMC, a government instrumentality, to facilitate real estate lending. FHLMC issues short-term debt backed by its own full faith and credit, and it issued long-term debt backed by mortgages with repayment guaranteed by FHLMC.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA OR FANNIE MAE) – A government-sponsored-publicly-owned corporation whose stock trades on the New York Stock Exchange. FNMA issues short-term debt backed by its own full faith and credit. FNMA purchases FHA, VA, and FHDA mortgages through the sale of its corporate debenture notes. These notes are backed by the mortgages with repayment guaranteed by FNMA.

FLOATER - A floating rate security in which the interest note varies with an index such as U.S. Treasury Bills or LIBOR (London Interbank Offered Rate).

GENERAL OBLIGATION BOND (G.O.) - A municipal bond secured by the full faith and credit of the municipality.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR GINNIE MAE) - Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

GUARANTEED INVESTMENT CONTRACTS (GICs) - An agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid. Uninsured, non-guaranteed obligations of insurance companies, permitted for public investment in a few states. Risk varies according to the credit risk of the issuing company.

HEDGE/HEDGING - Technique designed to counteract the risk of loss from price changes in the market.

HOLDING COMPANIES - A corporation with controlling interest in one or more corporations.

INSTRUMENTALITIES - See U.S. government instrumentality obligations.

INTEREST - The sum charged for borrowing money.

INTEREST-ONLY SECURITY (I0) - Security derived from the interest rate portion of a pool of mortgage securities (separated from the principal portion).

INTEREST RATE RISK - The uncertainty of investment return due to changes in the market rates of interest. For investments that generate a fixed rate of return, the value of that investment is inversely related to the movement of market rates of interest.

INVERSE FLOATER - Structured note or derivative designed to rise in yield as interest rates fall. Also called reverse floater. Extremely volatile security not recommended for public funds.

INVESTMENT COMPANY ACT OF 1940 - Regulates investment companies.

LEVERAGE - Money borrowed to reinvest in order to increase the return on invested capital. A municipality may leverage funds through the issuance of taxable notes, reverse repurchase agreements and purchasing securities with embedded leverage. Leverage may be embedded inside a security or it may be applied to an investment portfolio as a whole.

LIQUIDITY - A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LIQUIDITY RISK - The risk that a financial institution or other organization will not have sufficient cash on hand to meet its obligations; or in the case of a specific investment instrument, the risk that it will not be easily convertible to cash.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP) - The aggregate of all funds from a political subdivision that are placed in the custody of the State Treasurer for investment and reinvestment.

LONG TERM - Securities held more than six months or bonds maturing in more than five years.
MARK TO MARKET - Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

MARKET MAKER - A broker/dealer maintaining an inventory in a security.

MARKET RATE OF RETURN - Return that is based on some market index that acts as a proxy for the market, such as the "Standard & Poor's 500" stock index, which is used to gauge the returns on individual securities or portfolios. The City uses as a benchmark the average return on two-year U.S. Treasury Notes.

MARKET RISK - The risk of a decline in the price of securities because of a general falling market.

MARKET VALUE - The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT - A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY - The date upon which the principal or stated value of an investment become due and payable.

MEDIUM-TERM NOTES - Issuers register with the SEC allowing for notes to be issued at various times, rates and maturities from one to ten years as the issuer's financing needs dictate.

MONEY MARKET - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET FUND - An open-end investment company (mutual fund) that invests in money market instruments regulated by the Securities and Exchange Commission. It is a highly liquid investment that pays money market rates of interest.

MONEY MARKET INSTRUMENTS - Highly liquid debt instruments usually with maturities of one year or less. Money market instruments include repurchase agreements, reverse repurchase agreements, negotiable certificates of deposit, banker's acceptances, commercial paper, Treasury bills and other short-term direct obligations of U.S. government agencies and instrumentalities.

MORTGAGE BACKED SECURITY (MBS) - A pool of individual mortgages which is packaged and sold to investors at a specified coupon rate, maturity date, and face value. Individual mortgage loans are purchased from lenders by GNMA, FNMA, & FHLMC, thus converting the lenders loan assets to dollars, in turn making money available again for borrowing. GNMA, FNMA, & FHLMC then package the mortgage loans into pools, securitize them and offers them for sale in the securities market. In doing so, GNMA, FNMA, & FHLMC convert mortgages to dollars, enabling them to purchase additional individual mortgages for pooling. This conduit is used to reallocate funds, from the securities markets into the real estate market.

MUTUAL FUNDS - Investment company that pools funds from investors to buy stocks, bonds, government securities, money market instruments and other assets. Public investments, with the exception of pension funds, usually are restricted to mutual funds known as money market funds.

NATIONAL ASSOCIATION OF SECURITIES DEALERS - A not-for-profit organization of dealers whose aim is protecting over the counter customers through financial solvency and integrity.

NEGOTIABLE CERTIFICATE OF DEPOSIT - Time deposits which may be purchased and sold in the financial markets.

NET ASSET VALUE - Net redemption price (bid price) of an open-end investment company.

NO-LOAD MUTUAL FUNDS - Mutual funds offered directly to the public at net asset value with no sales charge.

NOTE - A written promise to pay a specified amount to a certain entity on demand or on a specified date.

OPEN MARKET OPERATIONS - Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PAR VALUE - The same as face value. Par value is the principal amount of a bond.

PERFECTED INTEREST - The legal right to interest and principal of securities held as collateral by a third-party safekeeping arrangement.

PORTFOLIO - Collection of securities held by an investor.

PREFERRED STOCK - Shareholders are entitled to a specified dividend and priority over assets in liquidation, but not voting rights.

PREMIUM - Bond purchase price which is greater than that of its face value.

PRIMARY DEALER - A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange commission (SEC), registered securities broker-dealers, banks, and a few unregulated firms.

PRIME BANKER'S ACCEPTANCE - A banker's acceptance issued by a bank that has received the highest short-term ratings from at least two' nationally recognized ratings organizations. It has a relatively short maturity (usually six months or less), and is eligible for discounting within the Federal Reserve system. Eligibility depends on a number of criteria including the purpose; timing and amount of the underlying transaction (See also "banker's acceptance").

PRIME COMMERCIAL PAPER - Commercial paper that has received the highest short-term ratings from at least two national ratings organizations (See also "commercial paper").

PRIME RATE - Interest rate charged by a bank on loans to its best customers.

PRINCIPAL - (1) The face amount on a bond. (2) The basic amount invested.

PRINCIPAL-ONLY SECURITY (P0) - Security derived from principal portion of a pool of mortgage securities (separated from the interest payments).

PROSPECTUS - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC that typically includes information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements (also known as an "official statement").

PRUDENT INVESTOR RULE - An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK - The risk that maturing investments cannot be replaced by investments earning the same interest rate.

REPURCHASE AGREEMENT (RP or REPO) - A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

SAFEKEEPING - A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection.

SECONDARY MARKET - A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECURITY INVESTOR PROTECTION CORPORATION (SIPC) - A non-profit organization of broker/dealers responsible for orderly liquidation of failed firms. Customers are protected to $500,000 per account.

SHORT TERM - Securities held six months or less. Bonds with maturities of one year or less.

SMALL BUSINESS ADMINISTRATION LOANS (SBA) - Loans made by banks to small business, which are then sold to the SBA who offers them for sale in the financial markets. Loans are purchased by the SBA to facilitate lending for small business enterprises.

STRIPS – Separate trading of registered interest and principal securities

STRUCTURED NOTE - Complex customized security (also known as structured derivative) on which the returns are pegged to underlying assets or financial indices.

SUPRANATIONALS – International development institutions that provide financing, advisory services, and/or other financial services to their member countries to achieve overall goal of improving living standards through sustainable economic growth.

TAX AND REVENUE ANTICIPATION NOTES (TRANs) - Notes issued in anticipation of receiving tax proceeds or other revenues at a future date.

TOTAL RISK-BASED CAPITAL RATIO, TIER 1 RISK-BASED CAPITAL RATIO & TIER 1 LEVERAGE RATIO - In response to the FDIC Improvement Act of 1991 (FDICIA), the FDIC and the Federal Reserve Board both proposed a five-tier scheme of capital requirements and corresponding supervisory actions to implement the prompt corrective actions provisions of the FDICIA. These ratios serve as benchmarks for the five capital categories: well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized, and critically undercapitalized.

> Well capitalized institution would be defined as one that has a total risk-based capital ratio of ten percent, a Tier 1 risk-based capital ratio of six percent and a leverage ratio of five percent. A well-capitalized institution cannot be subject to any written capital order or directive.
>
> An adequately capitalized institution would be one with a total risk-based capital ratio of eight percent, a Tier 1 risk-based capital ratio of four percent, or a Tier 1 leverage ratio of four percent.
>
> An undercapitalized institution would be one that does not meet the capital levels needed to be adequately capitalized. A significantly undercapitalized institution, however, would be one that has a total risk-based capital ratio of under six percent, a Tier 1 risk-based capital of under three percent, or a Tier 1 leverage ratio of under three percent.
>
> Finally, the agencies proposed to classify any institution as critically undercapitalized if it has a Tier 1 leverage ratio of two percent or less.

TREASURY BILLS - A short-term U.S. government security, also known as a T-bill, issued in minimum denominations of $10,000 with maturities of 13 weeks, 26 weeks and 52 weeks. T-bills bear no specific interest rate. They are sold at a discount to face value; their yield, therefore, varies with the difference between the purchase price and the value at maturity.

TREASURY BOND - Long-term, coupon-bearing U.S. government security, usually issued in denominations of $1,000 or more and having maturities of 10 or more years. Interest is paid every six months at a rate of one-half the annual coupon; principal is paid at maturity.

TREASURY NOTES - Medium-term, coupon-bearing U.S. government security, usually issued in denominations of $1,000 or more and having maturities of one to 10 years. Interest is paid every six months at a rate of one-half the annual coupon; principal is paid at maturity.

TRUSTEE OR TRUST COMPANY OR TRUST DEPARTMENT OF A BANK – A financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNDERWRITER - A dealer which purchases a new issue of municipal securities for resale.

UNIFORM NET CAPITAL RULE - SEC requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

U.S. GOVERNMENT AGENCY OBLIGATIONS (AGENCIES) - Securities issued by federal agencies other than the U.S. Treasury including: the Government National Mortgage Association (GNMA or Ginnie Mae), Small Business Administration (SBA), General Services Administration (GSA) and Federal Housing Administration (FHA). Some investors include debt instruments issued by government-sponsored corporations and related instrumentalities in the term "agencies." However, technical differences make this usage incorrect. In most cases, the U.S. government explicitly guarantees principal and interest of agency debt but not debt of instrumentalities and government sponsored corporations.

U.S. GOVERNMENT INSTRUMENTALITY OBLIGATIONS (INSTRUMENTALITIES) - Securities issued by government-sponsored corporations including: the Student Loan Marketing Association (Sallie Mae), World Bank, Federal National Mortgage Association (Fannie Mae), Federal Farm Credit Banks (FFCB), Federal Home Loan Mortgage Association (Freddie Mae) and Federal Home Loan Banks (FHLB). Principal and interest are guaranteed only by the corporations, not the U.S. government.

WEIGHTED AVERAGE MATURITY (WAM) - The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD - The rate of annual income returned on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price for the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD CURVE - A graphic representation that shows the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.

ZERO-COUPON SECURITY (ZEROS) - A security on which all interest is paid in a lump sum at maturity, thus eliminating the reinvestment risk of interest paid out over the life of the security. Prices are extremely interest rate sensitive and volatility increases with maturity (See also "zero-coupon treasury bonds").

ZERO-COUPON TREASURY BOND - Security formed by stripping coupons from a treasury bond so that an investor can buy a single coupon or the principal payment at present value. Market risk is high, particularly for longer maturities. Variations include STRIPS (Separate Trading: of Registered Interest and Principal), CATS (Certificate of Accrual on Treasury Securities), TIGRS (Treasury Income Growth Receipts) and others.

ATTACHMENT 3

CITY OF ROCKLIN
STATEMENT OF INVESTMENT POLICY

INTRODUCTION

This statement is intended to outline the policies for the prudent investment of the City's Funds and to provide guidelines for suitable investments.

The ultimate goal is to enhance the economic status of the City while safeguarding its assets.

The City's Cash Management System is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City's investment portfolio shall be structured with the objective of attaining a market rate of return throughout budgetary and economic cycles, provided that all investments meet the criteria established for safety and liquidity.

The City's investment policies and practices are based upon Federal, State, and Local laws and prudent money management. The primary goals of these policies are:

1. To assure compliance with all Federal, State and Local laws governing the investment of monies.

2. To protect the principal monies.

3. To ensure the investment portfolio remains sufficiently liquid to enable the City of Rocklin to meet all operating requirements which might be reasonably anticipated.

4. To attain a market rate of return on investment within the parameters of this Statement of Investment Policy and the Investment Portfolio Guidelines.

I. SCOPE

It is intended that this policy cover all funds and investment activities under the direct authority of the City in accordance with California Government Code Section 53600 et seq., the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)

and local laws. Funds included are General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Funds and Trust Funds.

This policy will not cover bond proceeds obtained from bond issues which are not direct obligations of the City, and which are not under the direct authority of the City. The bond proceeds will be invested in accordance with the Bond Indenture Agreement and applicable State and Federal regulations.

II. **OBJECTIVES**

1. Safety of Principal

Safety of principal is the foremost objective of the City of Rocklin. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the Agency will diversify its investments by investing funds among a variety of securities with independent returns. The City shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.

2. Liquidity

Liquidity is the second most important objective of the City of Rocklin. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. It is important that an investment contain the feature of being easily sold at any time with a minimal risk of loss of some portion of principal or interest. The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

3. Return on Investment

The City's Fund shall seek to attain a market-average rate of return throughout economic cycles. The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

City employees and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that deviations from expectations are reported in a timely manner and that appropriate action is taken to control adverse developments.

IV. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds may be delegated to the City Treasurer.

The City Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment

transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

V. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. City employees and the City's Investment Advisory Committee involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the Investment Policy of which could impair their ability to make impartial investment recommendations and/or decisions. The City's Investment Advisory Committee and City employees involved in the investment process shall disclose any material financial interests in financial institutions with which the City may conduct business, and they shall further disclose any reportable personal financial/investment positions that could be related to the performance of the City's portfolio. The Investment Advisory Committee and City employees involved in the investment process shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

All participants in the investment process are required to comply with terms of the Political Reform Act, Fair Political Practices Commission Regulations promulgated thereunder (2 C.C.R. §§ 18110 through 18998), the City's Conflict of Interest Policy, including, without limitation, filing of Form 700, notification and recusal obligations, and Government Code section 1090 prohibitions.

VI. INVESTMENTS

1. AUTHORIZED INVESTMENTS

The City is governed by the California Government Code, Sections 53600 et seq. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum credit requirements listed in this section apply at the time the security is purchased. An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

Within the context of these limitations, the following investments are authorized, as further limited herein:

A. United States Treasury Bills, Notes, Bonds, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the Fund that can be invested in this category as they are both safe and liquid.
   - The maximum maturity is five (5) years.

B. Municipal Securities including obligations of the City of Rocklin, the State of California and any local agency within the State of California, provided that:
   - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
   - No more than 5% of the portfolio may be invested in any single issuer.
   - No more than 30% of the portfolio may be in Municipal Securities.
   - The maximum maturity does not exceed five (5) years.

C. Municipal Securities (Registered Treasury Notes or Bonds) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
   - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
   - No more than 5% of the portfolio may be invested in any single issuer.
   - No more than 30% of the portfolio may be in Municipal Securities.

- The maximum maturity does not exceed five (5) years.

D. Federal Agencies or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
   - No more than 30% of the portfolio may be invested in any single Agency/GSE issuer.
   - The maximum maturity does not exceed five (5) years.
   - The maximum percent of agency callable securities in the portfolio will be 20%.

E. Banker's Acceptances, provided that:
   - They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 40% of the portfolio may be invested in Banker's Acceptances.
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 180 days.

F. Commercial paper, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:
   a. Securities issued by corporations:
      (i) A corporation organized and operating in the United States with assets more than $500 million.
      (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
      (iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

   b. Securities issued by other entities:
      (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
      (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.

(iii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

- No more than 10% of the outstanding commercial paper of any single issuer.
- No more than 25% of the Agency's investment assets under management may be invested in Commercial Paper
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 270 days.

G. Negotiable Certificates of Deposit (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:
   - The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
   - Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed five (5) years.

H. Repurchase Agreements collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:
   - Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
   - Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
   - The maximum maturity does not exceed one (1) year.

I. Supranationals, provided that:
   - Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

J. State of California Local Agency Investment Fund (LAIF), provided that:
- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the City Treasurer to adequately judge the risk inherent in LAIF's portfolio.

K. Corporate Medium-term notes (MTNs), provided that:
- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

L. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
- The amount per institution is limited to the maximum covered under federal insurance.
- No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

M. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:
   a. MUTUAL FUNDS that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
      (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
      (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not

less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.
- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. MONEY MARKET MUTUAL FUNDS registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
   (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
   (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.
   - No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

c. No more than 20% of the total portfolio may be invested in these securities.

N. Collateralized Bank Deposits. The City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

O. Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities and Collateralized Mortgage Obligations from issuers not defined in sections A. or D. of the Authorized Investments Section of this Policy, provided that:
   - The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
   - No more than 20% of the total portfolio may be invested in these securities.
   - No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
   - The maximum legal final maturity does not exceed five (5) years.

P. Placer County Treasurer's Investment Pool. The City may invest in the Placer County Treasurer's Investment Pool established by the Placer County Treasurer for the benefit of local agencies. No more than 25% of the market

value of the Fund may be invested in the Placer County Treasurer's Investment Pool.

2. PROHIBITED INVESTMENT VEHICLES AND PRACTICES
   A. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
   B. In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
   C. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
   D. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
   E. Purchasing or selling securities on margin is prohibited.
   F. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
   G. The purchase of foreign currency denominated securities is prohibited.
   ~~G.~~H. The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

   Agencies that are not Qualified Institutional Buyers (QIB) as defined by the Securities and Exchange Commission are prohibited from purchasing Private Placement Securities. The SEC defines a QIB as having at least $100,000,000 in securities owned and invested.

VII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the City Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City Treasurer will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The City Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These

institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- ~~Institutions licensed by the state as a broker-dealer.~~ Institutions licensed by the state and proof of FINRA certification as a broker-dealer, as defined in Section 25004 of the Corporations Code.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the City Treasurer with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq*. and the City's investment policy. The City Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

VIII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDS). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

REPURCHASE AGREEMENTS. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

IX. DELIVERY, SAFEKEEPING AND CUSTODY OF SECURITIES

DELIVERY-VERSUS-PAYMENT (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

X. RISK MANAGEMENT AND DIVERSIFICATION

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
2. No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or the City's risk preferences.
4. If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
    - Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer in a timely manner.
    - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.

The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

XI. REPORTING

Monthly Reporting
The City Treasurer shall provide to the City Council a monthly investment report detailing transactions in the City's portfolio as required per California Government Code section 53607.

Quarterly Reporting
The City Treasurer shall render a quarterly report to the City Council showing the type of investment, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than twelve months, rate of interest, type and amount of funds under the management of contract investment managers, the City's compliance with the statement of investment policy, the ability of the City of meet cash flow needs for the next six months, and such data as may be required by the City Council as required per California Government Code section 53646.

Annual Reports
An annual report will be presented to the City Council. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and may include an investment plan for the coming year.

XII. INVESTMENT CONTROLS

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes

that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

XIII. POLICY ADOPTION

The City's Investment Policy shall be adopted by resolution of the City Council. The Policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of PRINCIPAL, LIQUIDITY, AND RETURN, and its relevance to current law, financial and economic trends, and to meet the needs of the City of Rocklin and any modifications made thereto must be approved by the City Council. The City's Investment Policy shall be submitted annually to the City Council.

GLOSSARY

ACCRUED INTEREST - Interest on a bond that has accumulated since the last interest payment. The buyer pays the seller the bond price plus accrued interest.

AGENCIES - Federal agency securities.

BANKER'S ACCEPTANCE - A time draft drawn on a bank and accepted by that bank as ultimate liability for payment. Used most often to finance import and export transactions. Banker's acceptances are also collateralized by the underlying merchandise being contracted in the import-export transaction. It is a money market instrument when guaranteed by a bank.

BASIS POINT - Smallest measure used in quoting yields on bonds and notes; one one-hundredth of a percentage point (.01 percent or .0001).

BOND - A debt instrument in which the investor lends money to the bond issuer, who agrees to pay a stated rate of interest over a specified period of time. Very simply a bond is nothing more than a promissory note which is traded in the financial markets. The investor's position is that of lender.

BOOK VALUE - The value at which the investor holds on their books as their invested amount in a security. This may be more or less' than the current face value of the security depending if the security was purchased at a price more or less than the face value.

BROKER - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not hold a position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CAPITALIZATION - A firm's capital structure, composed of total securities issued by the corporation, including bonds, debentures, preferred and common stock, and all surpluses (retained earnings).

CERTIFICATE OF DEPOSIT (CD) (TIME DEPOSIT) - An interest--bearing time deposit issued by banks with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

CHURNING – excessive trading in a customer's account designed solely to increase broker's commissions.

COLLATERAL - Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED OBLIGATIONS - Notes secured by collateral. The collateral is usually comprised of U.S. Government securities which are held by a third-party-trustee who also insures that adequate collateral is posted at all times.

COLLATERALIZED MORTGAGE OBLIGATION (CMO) - Derivative security created by dividing the cash flows of a pool of mortgages into obligations with different maturities.

COMMERCIAL PAPER - Unsecured, bearer obligations (maturity usually 270 days or less) issued by corporations, either at a discount and redeemed at par, or at par and pay interest.

COMMON STOCK - Units (shares) of ownership in a public corporation. Shareholders have control over corporate affairs through voting rights, and dividends are paid to common stockholders after preferred stock shareholders.

CONFIRMATION - A piece of paper detailing the conditions and terms of a transaction. Delivered to the customer on or before settlement. It serves as a bill for purchases and an advisory notice for sales.

CORPORATE BONDS - A debt instrument issued by a corporation which normally pays interest on specific dates and repays the principal at maturity.

COUPON - (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT RISK - The risk that an obligation will not be met in a timely fashion with the result being a temporary or even permanent loss to the lender.

DEALER - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE - A bond secured only by the general credit of the issuer.

DEBT TO EQUITY RATIO - Solvency ratio of total long-term debt to total stockholder's equity.

DELIVERY VERSUS PAYMENT - There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVE - A broad term referring to any security which derives its value from another underlying asset or index.

DISCOUNT - The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT RATE - Interest rate that the Federal Reserve charges for loans to member banks.

DISCOUNT SECURITIES - Non-interest--bearing money market instruments that are issued at a discount and redeemed at a maturity for full face value; i.e., U.S. Treasury bills.

DIVERSIFICATION - Spreading a portfolio across a range of security types, industries or geographic areas to limit risk.

FACE VALUE - The same as par value. Face value is the principal amount of a bond.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) - A federal agency that insures bank deposits currently $250,000 per depositor.

FEDERAL FARM CREDIT BANK (FFCB) - Government instrumentality which issues notes and bonds to provide funds for its member banks for the purchase of farm land, equipment and commodities.

FEDERAL HOME LOAN BANKS (FHLB) - Government instrumentality consisting of twelve regional banks owned by savings and homestead associations which issue bonds and notes to finance home building and mortgage loans of their member associates.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC OR FREDDIE MAC) - Debt issued by FHLMC, a government instrumentality, to facilitate real estate lending. FHLMC issues short-term debt backed by its own full faith and credit, and it issued long-term debt backed by mortgages with repayment guaranteed by FHLMC.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA OR FANNIE MAE) – A government-sponsored-publicly-owned corporation whose stock trades on the New York Stock Exchange. FNMA issues short-term debt backed by its own full faith and credit. FNMA purchases FHA, VA, and FHDA mortgages through the sale of its corporate debenture notes. These notes are backed by the mortgages with repayment guaranteed by FNMA.

FLOATER - A floating rate security in which the interest note varies with an index such as U.S. Treasury Bills or LIBOR (London Interbank Offered Rate).

GENERAL OBLIGATION BOND (G.O.) - A municipal bond secured by the full faith and credit of the municipality.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR GINNIE MAE) - Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

GUARANTEED INVESTMENT CONTRACTS (GICs) - An agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid. Uninsured, non-guaranteed obligations of insurance companies, permitted for public investment in a few states. Risk varies according to the credit risk of the issuing company.

HEDGE/HEDGING - Technique designed to counteract the risk of loss from price changes in the market.

HOLDING COMPANIES - A corporation with controlling interest in one or more corporations.

INSTRUMENTALITIES - See U.S. government instrumentality obligations.

INTEREST - The sum charged for borrowing money.

INTEREST-ONLY SECURITY (I0) - Security derived from the interest rate portion of a pool of mortgage securities (separated from the principal portion).

INTEREST RATE RISK - The uncertainty of investment return due to changes in the market rates of interest. For investments that generate a fixed rate of return, the value of that investment is inversely related to the movement of market rates of interest.

INVERSE FLOATER - Structured note or derivative designed to rise in yield as interest rates fall. Also called reverse floater. Extremely volatile security not recommended for public funds.

INVESTMENT COMPANY ACT OF 1940 - Regulates investment companies.

LEVERAGE - Money borrowed to reinvest in order to increase the return on invested capital. A municipality may leverage funds through the issuance of taxable notes, reverse repurchase agreements and purchasing securities with embedded leverage. Leverage may be embedded inside a security or it may be applied to an investment portfolio as a whole.

LIQUIDITY - A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LIQUIDITY RISK - The risk that a financial institution or other organization will not have sufficient cash on hand to meet its obligations; or in the case of a specific investment instrument, the risk that it will not be easily convertible to cash.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP) - The aggregate of all funds from a political subdivision that are placed in the custody of the State Treasurer for investment and reinvestment.

LONG TERM - Securities held more than six months or bonds maturing in more than five years.
MARK TO MARKET - Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

MARKET MAKER - A broker/dealer maintaining an inventory in a security.

MARKET RATE OF RETURN - Return that is based on some market index that acts as a proxy for the market, such as the "Standard & Poor's 500" stock index, which is used to gauge the returns on individual securities or portfolios. The City uses as a benchmark the average return on two-year U.S. Treasury Notes.

MARKET RISK - The risk of a decline in the price of securities because of a general falling market.

MARKET VALUE - The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT - A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY - The date upon which the principal or stated value of an investment become due and payable.

MEDIUM-TERM NOTES - Issuers register with the SEC allowing for notes to be issued at various times, rates and maturities from one to ten years as the issuer's financing needs dictate.

MONEY MARKET - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET FUND - An open-end investment company (mutual fund) that invests in money market instruments regulated by the Securities and Exchange Commission. It is a highly liquid investment that pays money market rates of interest.

MONEY MARKET INSTRUMENTS - Highly liquid debt instruments usually with maturities of one year or less. Money market instruments include repurchase agreements, reverse repurchase agreements, negotiable certificates of deposit, banker's acceptances, commercial paper, Treasury bills and other short-term direct obligations of U.S. government agencies and instrumentalities.

MORTGAGE BACKED SECURITY (MBS) - A pool of individual mortgages which is packaged and sold to investors at a specified coupon rate, maturity date, and face value. Individual mortgage loans are purchased from lenders by GNMA, FNMA, & FHLMC, thus converting the lenders loan assets to dollars, in turn making money available again for borrowing. GNMA, FNMA, & FHLMC then package the mortgage loans into pools, securitize them and offers them for sale in the securities market. In doing so, GNMA, FNMA, & FHLMC convert mortgages to dollars, enabling them to purchase additional individual mortgages for pooling. This conduit is used to reallocate funds, from the securities markets into the real estate market.

MUTUAL FUNDS - Investment company that pools funds from investors to buy stocks, bonds, government securities, money market instruments and other assets. Public investments, with the exception of pension funds, usually are restricted to mutual funds known as money market funds.

NATIONAL ASSOCIATION OF SECURITIES DEALERS - A not-for-profit organization of dealers whose aim is protecting over the counter customers through financial solvency and integrity.

NEGOTIABLE CERTIFICATE OF DEPOSIT - Time deposits which may be purchased and sold in the financial markets.

NET ASSET VALUE - Net redemption price (bid price) of an open-end investment company.

NO-LOAD MUTUAL FUNDS - Mutual funds offered directly to the public at net asset value with no sales charge.

NOTE - A written promise to pay a specified amount to a certain entity on demand or on a specified date.

OPEN MARKET OPERATIONS - Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PAR VALUE - The same as face value. Par value is the principal amount of a bond.

PERFECTED INTEREST - The legal right to interest and principal of securities held as collateral by a third-party safekeeping arrangement.
PORTFOLIO - Collection of securities held by an investor.

PREFERRED STOCK - Shareholders are entitled to a specified dividend and priority over assets in liquidation, but not voting rights.

PREMIUM - Bond purchase price which is greater than that of its face value.

PRIMARY DEALER - A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange commission (SEC), registered securities broker-dealers, banks, and a few unregulated firms.

PRIME BANKER'S ACCEPTANCE - A banker's acceptance issued by a bank that has received the highest short-term ratings from at least two' nationally recognized ratings organizations. It has a relatively short maturity (usually six months or less), and is eligible for discounting within the Federal Reserve system. Eligibility depends on a number of criteria including the purpose; timing and amount of the underlying transaction (See also "banker's acceptance").

PRIME COMMERCIAL PAPER - Commercial paper that has received the highest short-term ratings from at least two national ratings organizations (See also "commercial paper").

PRIME RATE - Interest rate charged by a bank on loans to its best customers.

PRINCIPAL - (1) The face amount on a bond. (2) The basic amount invested.

PRINCIPAL-ONLY SECURITY (P0) - Security derived from principal portion of a pool of mortgage securities (separated from the interest payments).

PROSPECTUS - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC that typically includes information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements (also known as an "official statement").

PRUDENT INVESTOR RULE - An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN - The yield obtainable on a security based on its purchase price or its current

market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK - The risk that maturing investments cannot be replaced by investments earning the same interest rate.

REPURCHASE AGREEMENT (RP or REPO) - A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

SAFEKEEPING - A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection.

SECONDARY MARKET - A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECURITY INVESTOR PROTECTION CORPORATION (SIPC) - A non-profit organization of broker/dealers responsible for orderly liquidation of failed firms. Customers are protected to $500,000 per account.

SHORT TERM - Securities held six months or less. Bonds with maturities of one year or less.

SMALL BUSINESS ADMINISTRATION LOANS (SBA) - Loans made by banks to small business, which are then sold to the SBA who offers them for sale in the financial markets. Loans are purchased by the SBA to facilitate lending for small business enterprises.

STRIPS – Separate trading of registered interest and principal securities

STRUCTURED NOTE - Complex customized security (also known as structured derivative) on which the returns are pegged to underlying assets or financial indices.

SUPRANATIONALS – International development institutions that provide financing, advisory services, and/or other financial services to their member countries to achieve overall goal of improving living standards through sustainable economic growth.

TAX AND REVENUE ANTICIPATION NOTES (TRANs) - Notes issued in anticipation of receiving tax proceeds or other revenues at a future date.

TOTAL RISK-BASED CAPITAL RATIO, TIER 1 RISK-BASED CAPITAL RATIO & TIER 1 LEVERAGE RATIO - In response to the FDIC Improvement Act of 1991 (FDICIA), the FDIC and the Federal Reserve Board both proposed a five-tier scheme of capital requirements and corresponding supervisory actions to implement the prompt corrective actions provisions of the FDICIA. These ratios serve as benchmarks for the five capital categories: well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized, and critically undercapitalized.

Well capitalized institution would be defined as one that has a total risk-based capital ratio of ten percent, a Tier 1 risk-based capital ratio of six percent and a leverage ratio of five percent. A well-capitalized institution cannot be subject to any written capital order or directive.

An adequately capitalized institution would be one with a total risk-based capital ratio of eight percent, a Tier 1 risk-based capital ratio of four percent, or a Tier 1 leverage ratio of four percent.

An undercapitalized institution would be one that does not meet the capital levels needed to be adequately capitalized. A significantly undercapitalized institution, however, would be one that has a total risk-based capital ratio of under six percent, a Tier 1 risk-based capital of under three percent, or a Tier 1 leverage ratio of under three percent.

Finally, the agencies proposed to classify any institution as critically undercapitalized if it has a Tier 1 leverage ratio of two percent or less.

TREASURY BILLS - A short-term U.S. government security, also known as a T-bill, issued in minimum denominations of $10,000 with maturities of 13 weeks, 26 weeks and 52 weeks. T-bills bear no specific interest rate. They are sold at a discount to face value; their yield, therefore, varies with the difference between the purchase price and the value at maturity.

TREASURY BOND - Long-term, coupon-bearing U.S. government security, usually issued in denominations of $1,000 or more and having maturities of 10 or more years. Interest is paid every six months at a rate of one-half the annual coupon; principal is paid at maturity.

TREASURY NOTES - Medium-term, coupon-bearing U.S. government security, usually issued in denominations of $1,000 or more and having maturities of one to 10 years. Interest is paid every six months at a rate of one-half the annual coupon; principal is paid at maturity.

TRUSTEE OR TRUST COMPANY OR TRUST DEPARTMENT OF A BANK – A financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNDERWRITER - A dealer which purchases a new issue of municipal securities for resale.

UNIFORM NET CAPITAL RULE - SEC requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

U.S. GOVERNMENT AGENCY OBLIGATIONS (AGENCIES) - Securities issued by federal agencies other than the U.S. Treasury including: the Government National Mortgage Association (GNMA or Ginnie Mae), Small Business Administration (SBA), General Services Administration (GSA) and Federal Housing Administration (FHA). Some investors include debt instruments issued by government-sponsored corporations and related instrumentalities in the term "agencies." However, technical differences make this usage incorrect. In most cases, the U.S. government explicitly guarantees principal and interest of agency debt but not debt of instrumentalities and government sponsored corporations.

U.S. GOVERNMENT INSTRUMENTALITY OBLIGATIONS (INSTRUMENTALITIES) - Securities issued by government-sponsored corporations including: the Student Loan Marketing Association (Sallie Mae), World Bank, Federal National Mortgage Association (Fannie Mae), Federal Farm Credit Banks (FFCB), Federal Home Loan Mortgage Association (Freddie Mae) and Federal Home Loan Banks (FHLB). Principal and interest are guaranteed only by the corporations, not the U.S. government.

WEIGHTED AVERAGE MATURITY (WAM) - The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD - The rate of annual income returned on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price for the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD CURVE - A graphic representation that shows the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.

ZERO-COUPON SECURITY (ZEROS) - A security on which all interest is paid in a lump sum at maturity, thus eliminating the reinvestment risk of interest paid out over the life of the security. Prices are extremely interest rate sensitive and volatility increases with maturity (See also “zero-coupon treasury bonds”).

ZERO-COUPON TREASURY BOND - Security formed by stripping coupons from a treasury bond so that an investor can buy a single coupon or the principal payment at present value. Market risk is high, particularly for longer maturities. Variations include STRIPS (Separate Trading: of Registered Interest and Principal), CATS (Certificate of Accrual on Treasury Securities), TIGRS (Treasury Income Growth Receipts) and others.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Purchasing Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2024/25

Date: June 25, 2024

Submitted By: Megan Bressem

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Purchase Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2024/25.

Background:

Throughout the year, City departments have a need for ongoing purchasing of goods and services for departmental operations. These purchases are necessary to ensure the continued delivery of programs and services citywide. Staff reviewed with cooperative purchasing programs and estimated the anticipated costs for goods and services for Fiscal Year (FY) 2024/25.

The City has arrangements and memberships with a number of cooperative purchasing programs, which allow member public agencies to aggregate individual purchasing power and achieve greater volume discounts. Public agencies competitively solicit and award agreements which are then made available to other member agencies and nonprofit organizations. By using this process, local government agencies can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases.

Rocklin Municipal Code sections 3.04.090 (C) and (D) specifically allow for the use of cooperative purchasing programs utilizing purchasing agreements maintained by other governmental agencies. City Council approval is required for purchase amounts more than $50,000.

Vendors with anticipated costs greater than $50,000 in FY 2024/25 are listed in Exhibit A to the Resolution. The list includes the total not-to-exceed amount for FY 2024/25 by vendor, the cooperative purchase agreements to be utilized, and a description of the goods and services to be procured. The total not-to-exceed amount for all vendors is $4,290,000.

Staff recommends the City Council adopt a resolution (Attachment 1) to authorize the City Manager to purchase goods and services through cooperative purchasing programs to allow for ongoing purchasing for department operations at competitively bid prices with the listed vendors for FY 2024/25.

Fiscal Impact:

Purchasing through these cooperative agreements are made on an as-needed basis and charged to various departments and funds, provided sufficient funds are available in those respective departments/funds in the FY 2024/25 Operating Budget.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO PURCHASE GOODS AND SERVICES THROUGH COOPERATIVE PURCHASE AGREEMENTS FOR FISCAL YEAR 2024/25

WHEREAS, the City of Rocklin has arrangements/memberships with a number of cooperative purchasing programs that allow member agencies to aggregate individual purchasing power and achieve greater volume discounts than what would be available as a stand-alone agency; and

WHEREAS, using this process, local government agencies can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases; and

WHEREAS, Rocklin Municipal Code Section 3.04.090 (C) and (D) allows for the City to enter into cooperative purchasing arrangements and piggyback contracts provided those contracts have been awarded through a competitive process by other agency within the past twelve months; for purchases in an amount more than fifty thousand dollars, the determination shall be made by the City Council; and

WHEREAS, staff reviewed historical citywide expenditures for vendors of goods and services associated with cooperative purchasing programs, and identified vendors with anticipated costs greater than $50,000 in Fiscal Year (FY) 2024/25 (Exhibit A); and

WHEREAS, in order to increase efficiency and streamline the purchasing process, staff is requesting Council approve and authorize the City Manager to purchase goods and supplies through cooperative purchase agreements, in an amount not to exceed $4,290,000 for FY2024/25; and

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

Section 1. The above recital is true and correct.

Section 2. The City Council hereby approves and authorizes the City Manager to utilize cooperative purchase agreements to purchase goods and services through other government agency competitively bid contracts and their associated not to exceed amounts set forth in Exhibit "A," attached hereto.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Cooperative Purchase Agreements by Vendor and Amount for FY 2024/25

Vendor:	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Amazon Services, LLC	$150,000	OMNIA Partners #MA3457 OMNIA Partners #R-TC-17006	Office Supplies and general department supplies
American Office Products Distribution (AOPD)/Walker's Office Supplies	$150,000	OMNIA Partners #11-18	Office supplies and furniture, and general department supplies
AT&T Corp.	$160,000	CALNET NextGen – All Categories	Telecommunication services, including but not limited to FirstNet broadband network for first responders
AT&T DataComm	$250,000	CMAS #3-21-08-1074 CMAS #3-21-09-1015 CMAS #3-19-70-0255AL CMAS #3-17-70-0255AH CMAS #3-23-12-1014	Cellular service, business telephone lines, legacy radio circuts, analog copper-based services
AXON (formerly Taser International, Inc.)	$75,000	NASPO ValuePoint #OK-MA-145-015 Sourcewell #101223-AXN NASPO OKMA #145-21-100	Tasers and re-fill cartridges, drones and accessories, and evidence.com services
Caltronics Business Systems/Konica Minolta Business Solutions USA, Inc.	$55,000	CMAS #3-17-36-0037B	Copier service and supplies
Cellco Partnership dba Verizon Wireless	$60,000	NASPO ValuePoint #MA152-1 CMAS #3-21-09-1011	Cellular phone service, wireless data, voice, and accessories
CDW-G	$150,000	OMNIA Partners #23-6692-02 OMNIA Partners #R210401 OMNIA Partners #R220801 OMNIA Partners #MA3458 OMNIA Partners #2018011-01	Barracuda security solutions renewals and network switches and IT related equipment
Curtis Blue Line	$100,000	NPPGov #PS20275	Uniforms and bullet-proof vests
Dell Marketing LP	$75,000	NASPO ValuePoint #AR2495 NASPO ValuePoint #7-23-70-55-01	IT Equipment, including but not limited to various IT licenses, desktop & monitor purchases, etc
General Motors/Future Chevrolet of Sacramento	$100,000	Sourcewell #101520-GNL	Parts and supplies for fleet vehicles
Goodyear/The Goodyear Tire & Rubber Company	$90,000	Sourcewell #102517-GTC NASPO ValuePoint #19101	Tires
Herc Rentals Inc.	$110,000	OMNIA Partners #2019000318 CMAS #4-24-05-1052	Construction equipment rentals

Honeywell International, Inc/US Digital Designs, Inc.	$125,000	NPPGov #PS20350	Fire station alerting system, components (parts) and warranty
Hunt & Sons, Inc.	$425,000	SACOG #1920029	Fuel
Lenslock, Inc.	$150,000	NPPGov #PS22120	Body-worn camera, in-car video, surveillance and network services, digital evidence management services
Life Assist, Inc.	$75,000	NPPGov #PS20180	EMS medical supplies and equipment
LION (Authorized Dealer/Distributor Allstar Fire Equipment)	$100,000	NPPGov #PS20065	Uniforms, PPE, equipment, turnout gear, hoses
L.N Curtis & Sons	$100,000	NPPGov #PS20015 NPPGov #PS20105 SCBA H-GAC #EE08-19	Turnout gear, PPE, and equipment
Motorola Solutions, Inc.	$500,000	NASPO ValuePoint #00318 H-GAC #EC07-20 9-1-1	Handheld and in-vehicle radios for public safety departments
Oshkosh Corporation/Pierce Manufacturing Inc./Golden State Fire Apparatus, Inc.	$100,000	Sourewell #113021-OKC-1	Vehicle and equipment parts
PlayPower, Inc. - Miracle Recreation/Miracle PlaySystems, Inc.	$125,000	Sourcewell #010521-LTS-3	Playground equipment, equipment repairs, and replacement parts
Stryker Medical (formerly Physio-Control, Inc.)	$200,000	NASPO ValuePoint #OK-SW-300 Sourcewell #048123-STY	Lifepak automated external defibrillator (AED) devices
Tesco Controls, Inc.	$80,000	GSA Advantage #GS-07F-0513X	Traffic Signal Cabinets and Accessories
Tree Pro Tree Service Inc./Ross Tree Expert Company	$400,000	CMAS #4-09-03-0378A	Arborist services
Genuine Parts Company, dba NAPA Auto Parts	$150,000	Sourcewell #032521-GPC	Parts and supplies for fleet vehicles
U.S Bancorp dba U.S Bank Corporate Payment Systems/Voyager Fleet Systems	$160,000	Sourcewell #080620-USB	Fleet Card Program for offsite fueling of fleet vehicles
Waxie Sanitary Supply/WAXIE's Enterprises, LLC	$75,000	NASPO ValuePoint #8506 CMAS #4-23-11-1017	Facilities and sanitary supplies
Total:	$4,290,000		

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Local Agency Investment Fund - Investment Authorization and Designation of Authorized Staff

Date: June 25, 2024

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services/City Treasurer

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing Investment of Monies in the Local Agency Investment Fund and Designating Staff Authorized to Deposit and Withdraw Monies and Rescinding Resolution No. 2021-197.

Background:
The City of Rocklin has funds held in the Local Agency Investment Fund (LAIF), operated by the State Controller's Office. LAIF requires that the City staff authorized to move funds into or out of LAIF be identified and approved by City Council Resolution.

On January 12, 2021, the City Council adopted Resolution No. 2012-2, reaffirming its prior finding that the deposit and withdrawal of City of Rocklin monies in the Local Agency Investment Fund in the State Treasury consistent with Government Code Section 16429.1 and updated the list of City staff authorized to deposit and withdraw monies in the LAIF. On April 27, 2021, the City Council adopted Resolution No. 2021-54, updating the list of City staff authorized to deposit and withdrawal monies in the LAIF to reflect staffing changes in the Administrative Services Department. On November 9, 2021, the City Council adopted Resolution No. 2021-197, revising the list of authorized personnel for LAIF to remove the Principal Budget Analyst who served as the Interim City Treasurer through August 24, 2021, and to include the newly appointed Deputy Director of Administrative Services/City Treasurer.

Due to changes in staffing in the Administrative Services Department, it is necessary to update the list of City staff authorized to deposit and withdraw monies in LAIF.

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

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND DESIGNATING STAFF AUTHORIZED TO DEPOSIT AND WITHDRAW MONIES AND RESCINDING RESOLUTION NO. 2021-197

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for the purposes of investment by the State Treasurer; and

WHEREAS**,** The City Council does hereby find that the deposit and withdrawal of City of Rocklin monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code of purpose of investment as stated therein is in the best interests of the City of Rocklin.

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

Section 1. The City Council hereby rescinds Resolution No. 2021-197

Section 2. The City Council does hereby authorize the deposit and withdrawal of City of Rocklin monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

Section 3. The City Council does hereby authorize the following Rocklin employees to order the deposit or withdrawal of monies in the Local Agency Investment Fund.

Alexandra Zimmermann	Tameka Usher
Name	Name
City Manager	Director of Administrative Services
Title	Title
_____	_____
Signature	Signature

Daniel Choe
Name

Deputy Director of Administrative Services/City Treasurer
Title

_____
Signature

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Intention to Annex Vista Oaks (APNs 046-010-007-000 and 046-020-003-000) into Community Facilities District No. 1

Date: June 25, 2024

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 85) and to Authorize the Levy of Special Taxes Therein (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

Background:
Vista Oaks, Assessor's Parcel Numbers 046-010-007-000 and 046-020-003-000, is a planned residential development property located along the northern terminus of Monument Springs Drive and western terminus of China Garden Road. The annexation map is included as Attachment 2 for reference. The development of Vista Oaks is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 1. CFD No. 1 finances the operation and maintenance of fire protection and suppression services and ambulance and paramedic services.

The landowner has submitted a petition and waiver letter for CFD No. 1, which requests the annexation to occur and waives some of the procedural requirements for processing the annexation. With the petitions and waivers, the City Council may adopt the resolution of intention (Attachment 1) at this meeting, and proceed with the public hearing and election, and order the annexation at its regular meeting on August 13, 2024.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Annexation into CFD No. 1 would allow special taxes to be levied and collected to pay for services provided to the annexation territory.

ATTACHMENTS:
1. Resolution
2. Annexation Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX
TERRITORY TO ROCKLIN COMMUNITY FACILITIES
DISTRICT NO. 1 (ANNEXATION NO. 85)
AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN
(Vista Oaks, APNs 046-010-007-000 and 046-020-003-000)

The City Council of the City of Rocklin resolves as follows:

Section 1. The City Council finds that there exists in the City of Rocklin a district known as Rocklin Community Facilities District No. 1 (the "CFD") formed and established pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (Mello-Roos Community Facilities Act of 1982, Government Code section 53311 et seq. (the "Act")).

Section 2. The City Council further finds that the public convenience and necessity require that certain territory be added to the CFD.

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 1 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 85 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 85 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as Vista Oaks.

Section 4. The public services authorized for the existing CFD are fire protection and suppression services and ambulance and paramedic services. The services to be provided in the territory proposed to be annexed to the CFD are fire protection and suppression services and ambulance and paramedic services as described in section 3 of Resolution No. 86-102 adopted by the Council on May 27, 1986 ("Resolution of Formation"). It is presently intended that the public services shall be shared without preference or priority by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

Section 5. Except where funds are otherwise available, a special tax sufficient to pay for all such services will be annually levied and collected in the same manner as ordinary ad valorem property taxes on each building within the territory proposed to be annexed to the CFD at the following rates:

a) Single family detached - $250.75
b) Condominium - $250.75
c) Multi-family with up to four units - $376.13
d) Multi-family with five or more units - $788.07
e) Commercial - $328.36
f) Light industrial - $394.04

Section 6. Beginning July 1, 2024 and each July 1 thereafter, the maximum annual tax rates assigned to each building category shall be increased to an amount equal to 103% of the amount in effect in the prior year.

Section 7. No alteration in the special tax rate authorized to be levied in the existing CFD shall be made as a result of the proposed annexation.

Section 8. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 1, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on August 13, 2024, at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 9. The City Clerk is hereby directed to give notice of the hearing in accordance with sections 53339.4, 53322 and 53322.4 of the Act by publication in the Placer Herald once at least seven (7) days prior to the hearing and by first-class mail to each registered voter and each landowner within the territory proposed to be annexed to the CFD at least 15 days before the hearing. The notice shall be substantially in the form specified in section 53339.4 of the Act.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

VISTA OAKS

ANNEXATION MAP NO. 85 OF COMMUNITY FACILITIES DISTRICT NO. 1

PORTION OF SECTION 30, T. 11N., R.7 E., MDB&M

CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2024

CITY COUNCIL'S STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. _____ TO COMMUNITY FACILITIES DISTRICT NO. 1 , CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____2024, BY IT'S RESOLUTION NO. _____.

_____ _____

AVINTA SINGH DATE

CITY CLERK OF THE CITY OF ROCKLIN

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN THIS _____ DAY OF _____2024.

_____ _____

AVINTA SINGH DATE

CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT THE HOUR OF _____ _.M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

_____ _____

RYAN RONCO DATE

COUNTY RECORDER OF PLACER COUNTY

_____

DEPUTY

FILE NO. _____ FEE_____

1" = 250'

TLA
ENGINEERING & PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

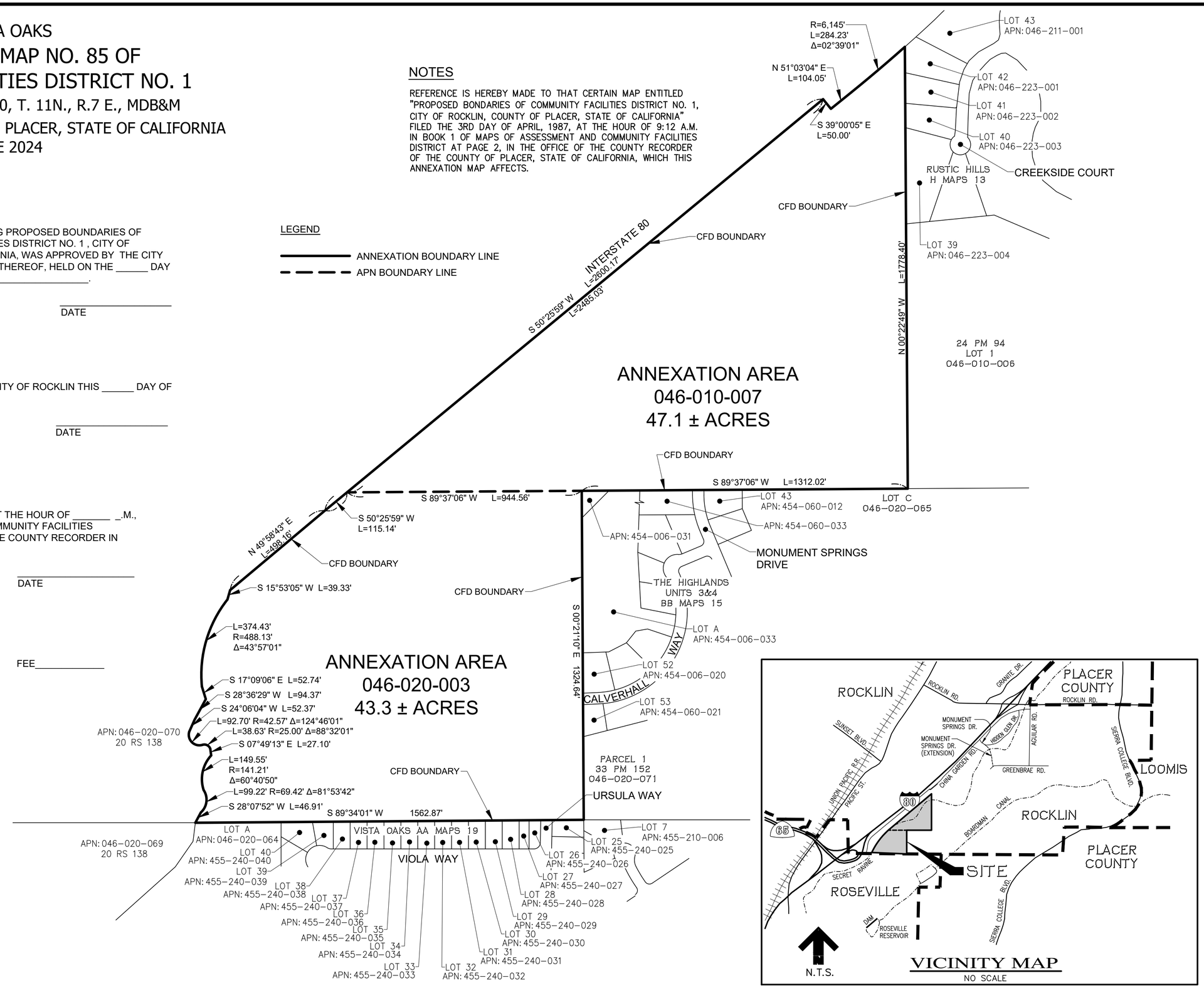
NOTES

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BONDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA" FILED THE 3RD DAY OF APRIL, 1987, AT THE HOUR OF 9:12 A.M. IN BOOK 1 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

LEGEND

ANNEXATION BOUNDARY LINE

APN BOUNDARY LINE



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Intention to Establish Vista Oaks as a Future Annexation Area of Community Facilities District No. 5

Date: June 25, 2024

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Establish Territory as a Future Annexation Area of Rocklin Community Facilities District No. 5 (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

Background:
Vista Oaks, Assessor's Parcel Numbers 046-010-007-000 and 046-020-003-000, is a planned residential development property located along the northern terminus of Monument Springs Drive and western terminus of China Garden Road. The development of Vista Oaks is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 5. CFD No. 5 finances the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting.

Currently, the CFD No. 5 annexation process entails taking the item to two separate City Council meetings. At the first City Council meeting, a resolution of intention to annex territory into CFD No. 5 is presented and a public hearing date is scheduled. The resolution of intention includes the proposed CFD No. 5 tax rate and method of apportionment. At the second City Council meeting, the public hearing and special annexation election is held. If the ballots are favorable, the City Council then approves a resolution of annexation into CFD No. 5, setting the rates and granting authority to levy the district's tax on the newly annexed territory.

For CFD No. 5, City staff calculates the tax on the annexed property based on the projected costs of maintaining services (authorized by the CFD) as a result of a project's improvement plans. Once the property is annexed into CFD No. 5, changing the tax rate assigned to the property is a lengthy process and requires further approval by the landowner(s).

Vista Oaks will be developed in three phases. As only Phase 3 is currently being developed, City staff does not have enough information to determine the cost to the City of maintaining future services for the two remaining phases once they are developed. To ensure in the future

that the City receives the funding needed to provide the services required once development within CFD No. 5 has taken place, it is necessary to utilize a different approach to the annexation process.

California Government Code Article 3.5 of Chapter 2.5 of Part 1 of Division 2 of Title 5, Annexation of Territory, provides for a resolution to identify property proposed for future annexation into an existing CFD with the condition that parcels within that territory may be annexed with unanimous approval of the owner or owners of each parcel or parcels at the time the parcel or those parcels are annexed. This will allow the project (and therefore all three phases) to be approved to be designated as a future annexation area.

The territory to be designated as a future annexation area is two parcels of approximately 91 acres. The proposed future annexation map is included as Attachment 2 for reference. The phase designated for immediate development of Vista Oaks (Phase 3) can be annexed into CFD No. 5 right away with unanimous approval of the owner, which meets the condition to development of the project. The two remaining undeveloped phases (Phases 1 & 2) will be placed for future development that will require the owner of those phases to annex into CFD No. 5 prior to approval of maps or improvement plans for development.

The landowner has submitted a petition and waiver letter for CFD No. 5, which requests the annexation to occur and waives some of the procedural requirements for processing the establishment of the future annexation area. With the petitions and waivers, the City Council may adopt the resolution of intention (Attachment 1) at this meeting, and proceed with the public hearing and establish the territory as a future annexation area at its regular meeting on August 13, 2024.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Establishment of the future annexation area, and subsequently future annexations into CFD No. 5, would allow special taxes to be levied and collected to pay for services provided to the annexation territory.

ATTACHMENTS:
1. Resolution
2. Annexation Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN OF INTENTION TO ESTABLISH
TERRITORY AS A FUTURE ANNEXATION AREA
OF ROCKLIN COMMUNITY FACILITIES DISTRICT NO. 5
(Vista Oaks, APNs 046-010-007-000 and 046-020-003-000)

Establishment of Future Annexation Area

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

RESOLVED by the City Council (the “Council”) of the City of Rocklin (the “City”), County of Placer, State of California, that:

WHEREAS, this Council has conducted proceedings to establish Community Facilities District No. 5 (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD and to establish areas which may be annexed into the CFD in the future, and now desires to undertake proceedings to establish territory as a Future Annexation Area of the CFD.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be established as a Future Annexation Area of the CFD.

Section 2. Territory Described. The name of the existing CFD is “City of Rocklin Community Facilities District No. 5.” The territory originally included in the existing CFD is set forth in Book 3 of Maps of Community Facilities District at page 4 to which map reference is hereby made, as such map has been supplemented in connection with several subsequent annexations.

The territory now proposed to be established as a Future Annexation Area of the CFD is as shown on the Future Annexation Area Map captioned “Proposed Boundaries of Future Annexation Area Map No. 72 of Community Facilities District No. 5” on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Future Annexation Area Map, showing the territory to be established as a future annexation area, in the office of the County Recorder of the County of Placer within 15 days of the date of adoption of this resolution.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

Section 3. The Services. The types of public services financed by the CFD and pursuant to the Act consist of those municipal services as described in Exhibit A to the Resolution of Formation with respect to the CFD adopted by the Council as Resolution No. 96-255 on October 8, 1996 (the "Resolution of Formation") and such additional services applicable only with respect to the territory in the Future Annexation Area as set forth in Exhibit A attached hereto (collectively, the "Services"). It is presently intended that, upon annexation of territory into the CFD from the Future Annexation Area, the Services specified in the Resolution of Formation will be provided, without preference or priority, to the existing territory in the CFD and such territory in the Future Annexation Area. Any territory annexed into the CFD from the Future Annexation Area may, with the Unanimous Approval of the owner of such territory at the time of annexation, authorize additional services of the CFD to be applicable to such annexed territory.

Section 4. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes.

The special tax proposed to pay for certain Services to be supplied within the territory proposed to be annexed will be equal to the special taxes levied to pay for those same Services in the CFD, except that a higher or lower tax may be levied within the territory proposed to be annexed or to be annexed in the future to the extent that the actual cost of providing the Services in that territory is higher or lower than the cost of providing those Services in the other areas of the CFD.

The existing rate and method of apportionment of special tax (the "Rate and Method") among the parcels of real property within the existing territory of the CFD, as described in Exhibit A to the Resolution of Formation, will be applicable to the Future Annexation Area unless and until altered with respect to any territory in the Future Annexation Area as approved in an Unanimous Approval. The proposed rate and method of apportionment of the special tax among the parcels of real property within the territory proposed to be annexed to the CFD, in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, are described in the Rate and Method. Any territory annexed into the CFD from the Future Annexation Area may, with the Unanimous Approval of the owner of such territory at the time of annexation, authorize changes to the Rate and Method to be applicable to such annexed territory.

A special tax shall be levied in the Future Annexation Area only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

Section 5. Public Hearing. Tuesday, August 13, 2024 at 6:00 p.m. or as soon as possible thereafter, in the City Hall, Council Chambers, 3970 Rocklin Road, Rocklin, California 95677, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the matters described in this Resolution.

Section 6. Notice. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD, including the area to be established as a Future Annexation Area of the CFD. The publication of said notice shall be completed at least 7 days before the date herein set for said hearing. The City Clerk may (but is not required to) also cause a copy of such notice and a copy of this Resolution to be mailed to each landowner within the territory proposed to be established as a Future Annexation Area, which notice and resolution shall be mailed at least 15 days before the date of said hearing. Such notice shall be substantially in the form specified in Section 53339.4 of the Act, with a summary form specifically authorized.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CITY OF ROCKLIN
Community Facilities District No. 5

List of Services for Future Annexation Area

Street/Parkway Lighting
Streetscape/Parkway
Parks
Administration
Drainage and Waterway Maintenance
Open Spaces and Park Trail Maintenance
Roadway Maintenance
Maintenance of Signalized Intersections, Safety Lighting, Roadway Landscaping and Associated Signage and Infrastructure

VISTA OAKS

PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA MAP NO. 72 OF COMMUNITY FACLITIES DISTRICT NO. 5

PORTION OF SECTION 30, T. 11N., R.7 E., MDB&M

CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2024

CITY COUNCIL'S STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 5 , CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____2024, BY IT'S RESOLUTION NO. _____.

_____ _____

AVINTA SINGH DATE

CITY CLERK OF THE CITY OF ROCKLIN

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN THIS _____ DAY OF _____2024.

_____ _____

AVINTA SINGH DATE

CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT THE HOUR OF _____ _.M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

_____ _____

RYAN RONCO DATE

COUNTY RECORDER OF PLACER COUNTY

_____

DEPUTY

FILE NO. _____ FEE_____

1" = 250'

TLA ENGINEERING & PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

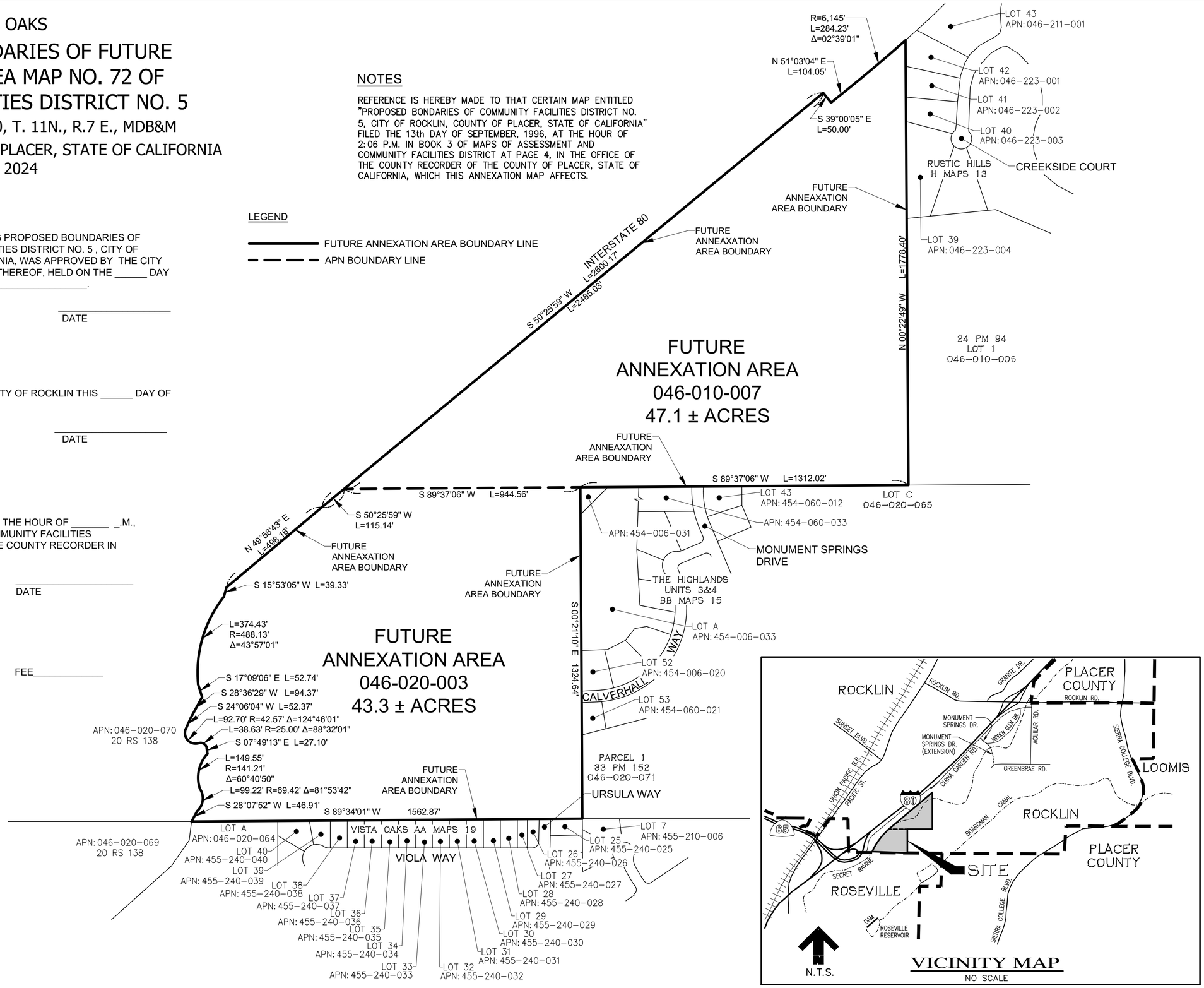
NOTES

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BONDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA" FILED THE 13th DAY OF SEPTEMBER, 1996, AT THE HOUR OF 2:06 P.M. IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 4, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

LEGEND

FUTURE ANNEXATION AREA BOUNDARY LINE

APN BOUNDARY LINE



VICINITY MAP

NO SCALE

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Amendment to the FY 2023/24 Budget

Date: June 25, 2024

Submitted By: Zonousia Lee, Budget Officer
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Amending the Fiscal Year 2023/24 Budget.

Background:

As part of the fiscal year-end review, finance staff conducted a comprehensive assessment of all fiscal year (FY) 2023/24 budgetary actions previously presented to the City Council, as well as any adjustments needed for completeness. Staff has identified the necessary budget amendments based on the appropriations previously approved by the City Council for FY 2023/24. The recommended budget adjustments are attached as Exhibit A (Attachment 2) and detailed below:

- On May 14, 2024, the City Council adopted Resolution No. 2024-107, approving Amendment No. 1 to the Agreement for Consulting Services with Mark Thomas & Company, Inc. for the Rocklin Road at Pacific Street Roundabout Project. Although, staff discussed the necessary budget adjustment for this amendment, the resolution did not reflect the required budgetary action. The attached resolution includes the necessary budgetary actions to support the project.
- On May 28, 2024, the City Council adopted Resolution No. 2024-124, awarding a construction contract for the Parking Lot Extension project at the Whitney Community Park. Section 3 of the resolution referenced an incorrect funding source, which has now been revised.

Fiscal Impact:

Sufficient funds are available in their respective funds in the FY 2023/24 Operating Budget to support the staff recommendation.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AMENDING THE FISCAL YEAR 2023/24 BUDGET

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 (FY) 2023/24 budget to date. The recommended budget adjustments are attached hereto as Exhibit A.

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

Section 1. The FY 2023/24 budget is amended as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 25th day of June 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Changes in Fund Balance		
Fund Name (No.)	**Net Change**	**Description**
Capital Construction Fees (Fund 304)	$ (476,000)	Adjust the fund balance to reflect the appropriation to support the project
Northwest Rocklin Community Park Fees Fund (307)	$ (184,000)	Adjust the fund balance to reflect the appropriation to support the project

Budget Adjustments					
Department	**Fund Name (No.)**	**FTE**	**Revenue/ Reimbursement Adjustments**	**Expenditure Adjustments**	**Description**
General Fund					
Community Development	General Fund (100)	-	$ -	$ -	Transfer $476,000 in Fund 100 to the Bicycle Pump Track and Parking Lot Extension project (Project No. 45225) from the City Hall Office Space Study and Remodel project (Project No. 45421). This item was presented to the City Council at the May 28, 2024 meeting.
	Total General Fund	**-**	**$ -**	**$ -**	
Other Funds					
Community Development	Capital Construction Fees (Fund 304)	-	$ -	$ 476,000	Appropriate $476,000 from Fund 304 fund balance to the City Hall Office Space Study and Remodel project (Project No. 45421). This item was previously approved by the City Council at the May 28, 2024 meeting.
Community Development	Northwest Rocklin Community Park Fees Fund (307)	-	$ -	$ 184,000	Appropriate $184,000 from Fund 307 fund balance to the Bicycle Pump Track and Parking Lot Extension project (Project No. 45225). This item was previously approved by the City Council at the May 28, 2024 meeting.
Public Services	SB325 Sales Tax (Fund 210)	-	$ -	$ -	Transfer $492,669 in Fund 210 from the Sierra College Boulevard Roadway Rehabilitation project (Project No. 50091) to the Pacific Street Roundabout project (Project No. 50131). This item was presented to the City Council at the May 14, 2024 meeting.
	Total Other Funds	**-**	**$ -**	**$ 660,000**	

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City Council Staff Report

Subject: Various Personnel Updates

Date: June 25, 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 Approving and Authorizing the City Manager to Execute the City of Rocklin Workplace Violence Prevention Plan, and Repealing and Replacing any Resolution in Conflict Herewith.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving the City of Rocklin Travel Policy, Authorizing the City Manager to Execute the Travel Policy, and Replacing and Replacing Resolution No. 2014-190.
C. Adopt a Resolution of the City of Council of the City of Rocklin Approving the Revised Salary Schedules for Rocklin Police Officers' Association; Rocklin Police Officers' Association; Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit; Rocklin Firefighters' Union; Rocklin Public Service Employees' Bargaining Unit; and Rocklin Management, Confidential, and Unrepresented Employees' Resolution.

Background:

Workplace Violence Prevention Plan Policy

Pursuant to California Senate Bill 553, the California Occupational Safety and Health Act of 1973 (Cal/OSHA) was modified to require employers to establish and implement an effective workplace violence prevention plan (WVPP) by July 1, 2024, and provide training to all employees consistent with the requirements under Labor Code §6401.7, 6401.9.

To maintain an effective program, staff, with the assistance of legal counsel, developed a WVPP and training that aligns with current state regulations.

The WVPP is included as Attachment 2, which meets state requirements. Based on the authority required to effectively administer the program, staff recommends the City Council authorize the City Manager or his/her designee to implement and maintain the WVPP. The WVPP will also repeal and replace the Administrative Policy "Prohibition of Violence in the Workplace."

Travel Policy

The City Council adopted a travel policy and approved subsequent revisions, most recently in 2014 via Resolution No. 2014-190. In the ten years since this policy was modified, revisions to the City's Travel Policy have become necessary to incorporate additional expectations and clarity when employees travel for City business.

Staff facilitated multiple engagement opportunities to ensure a comprehensive review was conducted, including input from various stakeholders, such as department directors, legal counsel, and the authorized agents of represented bargaining units.

In accordance with the City of Rocklin Employee-Employer Resolution, Human Resources has satisfied the meet and confer obligation (with AFSCME, Rocklin Firefighter's Union, Rocklin Police Officers' Association, and Rocklin's Police Officers' Association Public Safety Managers') regarding the proposed changes.

Salary Schedule Adoption

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

Police and Fire

In 2022, the City Council adopted Resolutions No. 2022-129, No. 2022-143, and No, 2022-159, which established Memorandums of Understanding (MOU) between the City of Rocklin and Rocklin Police Officers' Association, Rocklin's Police Officers' Association Public Safety Managers', and Rocklin Firefighter's Union, Local 3847, respectively.

Each of the MOUs referenced above contains a provision that states "… *effective the first full pay period of July 2024, each classification shall receive a 2.0% base salary increase*."

Public Service Employees and Management Confidential and Unrepresented Employees Resolution

In 2023, the City Council adopted Resolutions No. 2023-131 and No. 2023-134, which established an MOU between the City of Rocklin and AFSCME Council 57, Local 146, representing the Public Service Employees Bargaining Unit and revised the Management, Confidential, and Unrepresented Employees Resolution.

Each of the documents referenced above contains a provision that states "… *effective the first full pay period of July 2024, each classification shall receive a 2.5% base salary increase*."

Attached as Exhibits 1, 2, 3, 4, 5, and 6 are the updated salary schedules reflecting the base salary increases as noted herein.

Fiscal Impact:

Travel Policy and Workplace Violence Prevention Plan Policy - Staff recommendations are cost-neutral and have no direct fiscal impacts on the General Fund.

Salary Schedule Adoption - The cost of the base salary increases is accounted for and included in the Fiscal Year 2024/25 Operating Budget.

ATTACHMENTS:

1. Resolution A
2. Resolution A Exhibit 1 - Workplace Violence Prevention Plan
3. Resolution B
4. Resolution B Exhibit 1 - Travel Policy
5. Resolution C
6. Resolution C Exhibit 1 - POA Salary Schedule
7. Resolution C Exhibit 2 - PSM Salary Schedule
8. Resolution C Exhibit 3 - Fire Salary Schedule
9. Resolution C Exhibit 4 - Public Services Employees Salary Schedules A and B
10. Resolution C Exhibit 5 - Confidential Salary Schedules A and B
11. Resolution C Exhibit 6 - Management Salary Schedule

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CITY OF ROCKLIN WORKPLACE VIOLENCE PREVENTION PLAN, AND REPEALING AND REPLACING ANY RESOLUTION IN CONFLICT HEREWITH

WHEREAS, In January 2024, Senate Bill 553 was passed requiring employers to establish and implement a workplace violence prevention plan and provide training by July 1, 2024; and

WHEREAS, the City of Rocklin is committed to ensuring a safe workplace for City employees; and

WHEREAS, City staff recommends replacing the Administrative Policy Prohibition of Violence in the Workplace; and

WHEREAS, the Workplace Violence Prevention Plan requires ongoing administration; therefore, staff recommends authorizing the City Manager or his/her designee to implement and maintain the City's plan related to workplace safety.

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

Section 1. Effective, June 25, 2024, the City Council hereby approves and adopts the City of Rocklin Workplace Violence Prevention Plan attached hereto as Exhibit 1.

Section 2. The City Council hereby authorizes the City Manager or his/her designee to administer the Workplace Violence Prevention Plan Policy.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

Workplace Violence Prevention Plan

July 1, 2024

ROCKLIN

CALIFORNIA

TABLE OF CONTENTS

I. PURPOSE 3

II. SCOPE OF COVERAGE 3

III. EFFECTIVE DATE 3

IV. DEFINITIONS 3

V. PROHIBITION OF VIOLENCE IN THE WORKPLACE 6

VI. THE PLAN 6

A. Access 6
B. Implementation 7
C. Obtaining Active Employee Involvement in Developing and Implementing the Plan 8
D. Coordination with Other Employers 10
E. Compliance 10
F. Communicating to Employees about Workplace Violence 11
G. Identification, Evaluation, and Correction of Workplace Violence Hazards 17
H. Responding to Workplace Violence Emergencies 21
I. Training 21

VII. RECORDKEEPING 22

VIII. RESPONSIBLE DEPARTMENT 23

DRAFT

I. Purpose

The purpose of the City of Rocklin's (City) Workplace Violence Prevention Plan (WVPP or Plan) is to establish, implement, and maintain an effective workplace violence prevention plan as required under Labor Code sections 6401.7 and 6401.9.

Specifically, the Plan contains procedures to address the following statutory requirements:

A. Record information in a Violent Incident Log for every incident of workplace violence, as defined herein.

B. Provide effective training to employees on the legal requirements related to the prevention of workplace violence, including but not limited to the City's WVPP.

C. Maintain records of the following: (a) workplace violence hazards, (b) City employee (hereinafter referred to as "employees") trainings, (c) Violent Incident Logs, and (d) the investigation of any incident of workplace violence.

D. Ensure certain records are made available to the Division of Occupational Safety and Health ("Division" or "DOSH"), employees, and any authorized employee representatives.

This document also contains the City's administrative policy prohibiting violence in the workplace.

II. Scope of Coverage

The WVPP shall apply to all City Workplaces, unless a Workplace is expressly exempted from coverage as noted herein.

"Workplace" is defined as any City building, facility, City Hall, Administration Building, Police Station, Fire Station, Corporation Yard, Rocklin Event Center, park, recreation site and facility, office space, storage location, vehicle, or any other location that the City owns, operates, leases, or maintains for City business.

III. Effective Date

The effective date of this Plan is July 1, 2024. The Plan shall continue in full force and effect until repealed or rescinded.

Date of last review: N/A

Date of last revision: N/A

IV. Definitions

For the purposes of the WVPP, the following definitions apply:

A. "Access" means the right and opportunity to examine and receive a copy of the WVPP.

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B. “Designated representative” means any individual or organization to whom an employee gives written authorization to exercise a right of Access. A recognized or certified collective bargaining agent shall be considered a designated representative for the purpose of Access to the WVPP.

C. “Emergency” or “emergencies” means unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

D. “Engineering controls” mean an aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the worker and the hazard.

E. “Dangerous weapon” as used in this policy includes, but is not limited to, the following, but excluding any tools specifically required for the performance of an employee’s job duties:

- A firearm, is any device designed to expel a projectile by means of an explosion and subsequent expanding gases.
- Dangerous knives, which are knives with a blade length of greater than three inches measured from the handle to the tip, dirks, daggers, or any Balisong knife or switchblade knife, fitted for fighting and/or stabbing.
- Explosive devices of any kind, Slingshots, clubs, or sand clubs.
- Martial arts weapons, such as nunchaku sticks and throwing stars.
- Metal knuckles.
- Air guns, pellet guns, blow guns.
- Any replica or other item that simulates any of the above.

F. “Serious injury or illness” means any injury or illness occurring in a place of employment, workplace or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

G. “Threat of violence” means any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

H. “Workplace violence” means any act of violence or threat of violence that occurs in the City’s covered Workplace. Workplace violence does not include lawful acts of self-defense or defense of others.

I. Workplace violence includes, but is not limited to, the following:

1. The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
2. An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
3. The following four (4) types of workplace violence:
    a. "Type 1 violence" means workplace violence committed by a person who has no legitimate business at the workplace and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.
    b. "Type 2 violence" means workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
    c. "Type 3 violence" means workplace violence against an employee by a present or former employee, supervisor, or manager.
    d. "Type 4 violence" means workplace violence committed in the Workplace by a person who does not work at that Workplace but has or is known to have had a personal relationship with an employee.

J. Rocklin's "Workplace Violence Prevention Committee" ("Committee") means the group of employees who assess the City's workplace violence hazards and support in the implementation of the WVPP. These are the employees selected as Department Safety Coordinators in the City's Injury and Illness Prevention Program.

K. "Violent Incident Log" or "Log" means the violent incident log required by this WVPP.

L. "Work practice controls" means procedures and rules, which are used to effectively reduce workplace violence hazards.

M. "Written authorization" means a request provided to the City containing the following information:
    1. The name and signature of the employee authorizing a representative of the employee to access the WVPP on the employee's behalf.
    2. The date of the request.
    3. The name of the designated representative (individual or organization) authorized to receive the WVPP on the employee's behalf.
    4. The date upon which the written authorization shall expire, if less than one (1) year.

N. "WVPP" means the Workplace Violence Prevention Plan or the "Plan."

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V. Prohibition of Violence in the Workplace

The City has a zero-tolerance policy for acts of violence in the workplace or in the course of conducting City business. Any unlawful violent actions committed by City employees, contractors, or agents, or by members of the public, while on City property or while using City facilities may be referred to criminal prosecution as appropriate. For City employees, this prohibition also applies while performing City business at other locations, and may result in administrative and/or disciplinary action up to and including termination.

In the interest of maintaining a workplace that is safe and free of violence, possession of or use of dangerous weapons is prohibited on City property, in City vehicles, or in any personal vehicle that is used for City business. This prohibition applies even if an individual is licensed in their private capacity to carry a concealed weapon. In addition, any other related object carried for the purpose of injuring or intimidating others is not permitted. This policy does not apply to law enforcement personnel who are engaged in law enforcement activities.

VI. The Plan

A. Access

The City makes the WVPP available and accessible to employees, designated representatives, and representatives of the DOSH at all times.

1. Employees

The City will provide access to the WVPP to employees as follows:

a. The City has made and will continue to make the WVPP available and will provide access to employees by providing an employee a physical copy of the WVPP within five (5) business days of receiving the request for access from the employee.

b. Whenever an employee requests a copy of the WVPP, the City shall provide the requesting employee a printed copy of the WVPP, unless the employee agrees to receive an electronic copy of the WVPP.

c. The City will provide one (1) printed copy of the WVPP free of charge. If an employee requests additional copies of the WVPP within one (1) year of the previous request and the WVPP has not been updated with new information since the prior copy was provided, the City may charge reasonable, reproduction costs for the additional copies.

d. An employee can access the WVPP through the City's SharePoint site, HR - Home (sharepoint.com), where the employee can review, print, and email the current version of the WVPP.

2. Designated Representatives

The City will make the WVPP available and provide access to designated representatives in a manner consistent with Section V(A)(1) of the City's WVPP

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only after the employee provides written authorization to the City, unless otherwise stated.

The City makes the WVPP available and provides access to any employee organization that represents employees in a manner consistent with WVPP Section V(a)(1) without requiring that an employee provide prior written authorization to the City.

3. DOSH Representatives

The City will make the WVPP available to DOSH representatives upon request, consistent with Labor Code § 6401.9(c)(1)(B).

B. Implementation

1. Workplace Violence Prevention Coordinator ("coordinator")

The individual(s) identified below shall serve as the City's WVPP coordinator(s) and are authorized and responsible for implementing the WVPP:

Job Title/Position	Contact Information	WVPP Responsibilities
Director of Administrative Services	916-625-5055	Implementing the Plan and emergency response.
Management Analyst	916-625-5025	Training and employee involvement, emergency response, and hazard identification.

Specifically, the coordinator will be responsible for the following:

a. Serve as the Chair of the City's WVPP Committee.

b. Establish and coordinate work practice controls.

c. Establish and coordinate engineering controls.

d. Respond to reports of workplace violence incidents and workplace violence hazards, including investigating incidents of workplace violence and workplace violence hazards.

2. Workplace Violence Prevention Committee

The City established a WVPP Committee to assess the City's workplace violence hazards and determine preventative actions to be taken.

The Committee shall be comprised of the coordinator and two groups, 1) executives from the City Manager's Office, Police Department, and City Attorney's Office, and 2) employees identified as Department Safety Coordinators.

The Committee shall undertake the following:

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to any affected employees, the records of the workplace violence issues discussed at the Committee meetings and maintained for review by DOSH upon request.
3. Review the results of the City's periodic, scheduled workplace inspections.
4. Review investigations of workplace violence and their causes, and where appropriate, submit suggestions to the City management for the prevention of future incidents.
5. Review investigations of alleged workplace violence hazards brought to the attention of any Committee member. When determined necessary by the Committee, the Committee may conduct its own inspection and investigation to assist in remedial solution(s).
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request from the DOSH, verify abatement action taken by the City to abate citations issued by the DOSH.
8. Provide updates to the WVPP as necessary to the City Council and City Manager.
9. Prepare and implement workplace violence hazard, prevention, Plan, response, strategy, and related training subsequent to the initial training.
10. At minimum, review the WVPP under the following circumstances: (a) once annually; (b) when a deficiency is observed or becomes apparent; and (c) after a workplace violence incident.
    a. A review of the WVPP should include the following: (a) review of the Violent Incident Log; (b) review employee comments and feedback on the WVPP; (c) review of other records; and (d) a physical inspection of the workplace.
    b. Following the review, report any revisions to the Plan to employees.

C. Obtaining Active Employee Involvement in Developing and Implementing the Plan

The City encourages the active involvement of employees in developing and implementing the WVPP through and by the measures discussed in the sections below.

1. Identifying, Evaluating, and Correcting Workplace Violence Hazards

The City encourages the active involvement of employees in identifying, evaluating, and correcting workplace violence hazards through and by the

following means:

a. Regular meetings of the Committee comprised of employees that are charged with identifying, evaluating, and correcting workplace violence hazards.

b. Schedule general employee meetings at which workplace violence hazards are freely and openly discussed. Such meetings shall be regular, scheduled, and announced to all employees so maximum employee attendance can be achieved.

c. Survey employees regarding the identification, evaluation, and correction of any workplace violence hazards.

d. Provide a means by which employees may provide anonymous feedback regarding the identification, evaluation, and correction of any workplace violence hazards.

e. Provide a means by which employees may report potential workplace violence hazards that the City will evaluate and, if necessary, correct.

2. Reporting and Investigating Workplace Violence Incidents

The City encourages the active involvement of employees in reporting and investigating workplace violence incidents through and by the following means:

a. Regular meetings of the Committee comprised of both City and employee representatives who are charged with reviewing investigations of workplace violence incidents and hazards.

b. Encourage any employee who experiences, witnesses, or becomes aware of a violent incident, threat, or other workplace violence concern in which there is an immediate threat to the employee's safety or the safety of others or where a serious injury or illness has occurred to immediately report the incident to law enforcement, security, and/or emergency medical services.

c. Encourage any employee who experiences, witnesses, or becomes aware of a violent incident, threat, or other workplace violence concern to immediately report the facts and circumstances of the violent incident, threat, or other workplace violence concern to their supervisor or to Human Resources.

d. Encourage any employee who experiences, witnesses, or becomes aware of a violent incident, threat, or other workplace violence concern to participate in the investigation of the violent incident, threat, or other workplace violence concern.

e. Implement procedures to ensure that employees are not retaliated against for reporting or participating in investigations of workplace violence incidents.

f. Allocate adequate resources and training for employees to appropriately recognize workplace violence concerns.

g. Provide coverage, if necessary, so employees can immediately report a concern of workplace violence during their regularly scheduled work hours and participate in investigations.

h. Recognize and reward employees who report violent incidents, threat, or other workplace violence concerns.

D. Coordination with Other Employers

If and when applicable, the City shall coordinate the implementation of the WVPP with other employers in order to ensure that those employers and employees understand their respective roles, as provided in the Plan.

Specifically, the City will coordinate with other employers to ensure that all employees within the workplace are trained on workplace violence prevention and all workplace violence incidents involving any employee are reported, investigated, and recorded.

E. Compliance

The City will ensure compliance with the Plan through and by the measures discussed in this section.

1. Expectations of Employees Regarding Compliance with the Plan

a. Employees

All employees shall be familiar and comply with the WVPP and its requirements.

All employees are responsible for using safe work practices; for refraining from acts of violence; for following all directives, policies, and procedures; and for assisting the City in maintaining a safe and secure work environment, including seeking assistance to resolve conflicts that may lead to acts of violence.

All employees are required to know, understand, and adhere to the safety rules that apply to their workplace and the work they perform.

All employees are expected to immediately report to a supervisor or manager any dangerous or threatening situations that occur in the workplace, and/or situations that occur outside the workplace which may affect workplace safety (e.g. where personal restraining orders have been issued).

All employees are required to attend and participate in all WVPP training.

b. Managers and Supervisors

Managers and supervisors are responsible for implementing and maintaining the WVPP in their respective work areas and for ensuring that all employees adhere to the safety rules that apply in these work areas.

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Managers and supervisors should answer questions that employees may have about the WVPP and its requirements, be able to direct employees to the coordinator, or provide resources for employees to use that will answer their questions.

Managers and supervisors are expected to participate in investigation of workplace violence reports in their respective departments. Any report of violence shall be evaluated immediately and confidentially, and appropriate action will be taken, where possible, in order to protect employees from further violence. Appropriate disciplinary action shall be taken when it is determined that City of Rocklin employees have committed acts of violence.

2. Methods to Ensure Compliance

a. Recognition of Employees Who Comply with the WVPP

The City may from time to time choose to recognize employees who comply with the WVPP through positive reinforcement procedures as long as the reinforcement procedures do not discourage employees from reporting workplace violence incidents or hazardous:

- Public recognition of employees who demonstrate compliance with the WVPP.
- Offering rewards for employees who demonstrate compliance with the WVPP.
- Acknowledgement for departments who demonstrate successful WVPP compliance.

b. Training and Retraining of Employees on Plan Requirements

The City shall provide training regarding the Plan requirements in accordance with this Plan and applicable law.

c. Enforcement of the Plan Requirements and Discipline for Non-Compliance

Managers and supervisors shall enforce the rules and requirements related to the WVPP fairly and uniformly.

Employees who do not comply with the safety rules and requirements set forth in the WVPP may be subject to discipline, up to and including termination.

Managers and supervisors who do not enforce the rules and requirements related to the WVPP or do not enforce them fairly and uniformly may be subject to discipline, up to and including termination.

F. Communicating to Employees about Workplace Violence

The City will communicate to employees about reporting and investigating workplace

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violence incidents.

The City's procedures for communicating to employees regarding workplace violence incidents include the following:

1. Reporting on violent incidents, threats, or other workplace violence concerns.
2. Informing affected employees of the general results of any investigation into workplace violence incidents, while protecting the privacy of affected and/or involved employees.
3. Informing affected employees of the corrective actions taken in response to the workplace violence incident, while protecting the privacy of affected and/or involved employees.
4. Communicating to employees about the prohibition on retaliating against employees who participate in the investigation of workplace violence incidents.

a. Reporting Violent Incidents

An employee may report a workplace violence incident internally through any of the following means:

- Reporting the incident to any manager or supervisor verbally or in writing.
- Reporting the incident to the coordinator or other Committee member.
- Reporting the incident to a designated representative, who will facilitate a report to the City. The City will respond to the report after it receives the report from the designated representative.
- Reporting by completing and submitting a physical or electronic form to Human Resources Division via ***Workplace.ViolenceandHazards@rocklin.ca.us*** or interoffice mail.

If the violent act constitutes an emergency (e.g. due to an ongoing physical altercation, violence that has resulted in an injury, or any other reason), employees should call 911 (9-911 from City landlines; or from a cell phone call 916-632-4093, which connects directly to dispatch), and then report the incident internally.

b. Acceptance of and Response to Reports of Workplace Violence

The City shall take all steps reasonably necessary to respond to all reports of workplace violence.

- **Response**

  Immediately or as promptly as circumstances allow following a report of workplace violence and to the extent feasible, the City shall endeavor to respond by requesting assistance from first

responders or other qualified or trained individuals to provide first aid and emergency care to the injured employee(s), and by taking any measures reasonably necessary and feasible to prevent other employees from being injured.

The City will endeavor to ensure that any injured employees receive prompt medical evaluation and treatment and that to the extent feasible, injured employees are provided transportation to receive medical care, if such care is not provided on site.

The City will report as promptly as possible under the circumstances to DOSH (by phone or email) any serious injury or illness or death of an employee that is attributable to workplace violence by providing DOSH with the following information if known:

- Time and date of incident.
- Employer's name, address, and telephone number.
- Name and job title of the person reporting the incident.
- Address of incident site.
- Name of person to contact at incident site.
- Name and address of injured employee(s).
- Nature of injuries.
- Location where injured employee(s) was/were taken for medical treatment.
- List and identity of other law enforcement agencies present at the incident site.
- Description of incident and whether the incident scene or instrumentality has been altered.

- **Investigating the Report of Workplace Violence**

  The City shall take reasonable steps to investigate reports of workplace violence as provided in the following section.

- **Provision of Leave for Employees Who Are or May be Victims of Violence**

  The City shall not take adverse action against any employee who takes time off from work in order to seek a Temporary Restraining Order (TRO) or to obtain other assistance to help safeguard the "health, safety, or welfare" of the employee or their child based on such conduct. An employee may use paid sick leave pursuant to the City's Paid Sick Leave Policy and/or other applicable policies to take time off from work for these purposes.

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An employee shall provide the City reasonable and advance notice of their intention to take time off from work for either of these purposes if feasible. If advance notice is not feasible, employees must provide a certification to the employer within a reasonable time after the absence.

- **Temporary Restraining Orders**

  When an employee has suffered unlawful violence or a credible threat of violence from any individual, which may reasonably be carried out at any of the City's workplaces, the City may attempt to obtain a TRO on behalf of the employee.

c. Investigation of Workplace Violence

The City shall respond to reports of workplace violence or a threat of violence by promptly initiating an investigation, as applicable.

The City's investigation of workplace violence or a threat of violence may include, but not necessarily be limited to, the following steps or measures, as applicable:

- Visiting the scene of an incident as soon as safe and practicable.
- Collection of facts on who, what, when, where, and how the incident occurred.
- Collection of statements from involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Reviewing security footage of existing security cameras if applicable.
- Collection of photographic or video evidence of damage or injuries, where appropriate.
- Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Consultation with the affected employees, witnesses, and Committee members to identify potential contributing causes.
- Obtaining any reports completed by law enforcement.
- Assessment of any threat of violence, identifying the following, as applicable and to the extent the information is known by the City:
  - The exact nature and context of the threat and/or threatening behavior.
  - The identified target.
  - The person's apparent motivation.

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- The person's ability to carry out the threat.
- The person's background, including work history, criminal record, mental health history, and past behavior on the job.

Following an investigation, the City may take the following measures, as applicable:

- Notify the affected employees of the general results of the investigation, while protecting the privacy of affected and/or involved employees.
- Collaborate with the Committee to recommend corrective action.
- Implement changes in engineering controls, procedures, or policies, if appropriate.
- Establish updated work practice controls, if necessary.

The City shall retain records of workplace violence incident investigations for a minimum of five (5) years.

d. Documentation in Violent Incident Log

All workplace violence incidents shall be subsequently recorded in the Violent Incident Log. Information that is recorded in the Log for each incident shall be based on information solicited from the employees who experienced the workplace violence, on witness statements, and on investigation findings. The City shall omit from the Log any element of personal identifying information that would be sufficient to allow identification of any person involved in a workplace violence incident.

The information recorded in the Log shall include all of the following:

- The date, time, and location of the incident.
- The workplace violence type or types (e.g., Type 1, Type 2, Type 3, or Type 4).
- A detailed description of the incident.
- A classification of who committed the workplace violence, including whether the accused perpetrator was:
  - A client or customer
  - Family or friend of a client or customer
  - Stranger with criminal intent
  - Co-worker
  - Supervisor or manager
  - Partner or spouse

DRAFT

    - Parent or relative
    - Other perpetrator
- A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was:
    - Completing usual job duties
    - Working in poorly lit areas
    - Rushed
    - Working during a low staffing level
    - Isolated or alone
    - Unable to get help or assistance
    - Working in a community setting
    - Working in an unfamiliar or new location
- A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
- The type of incident, including, but not limited to, whether it involved any of the following:
    - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
    - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
    - Threat of physical force or threat of the use of a weapon or other object.
    - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
    - Animal attack.
    - Other.
- Consequences of the incident, including, but not limited to:
    - Whether security or law enforcement was contacted and their response.
    - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.

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- Information about the person completing the Log, including their name, job title, and the date completed.

e. Prohibition on Retaliation

The City has implemented the following measures to prevent and prohibit retaliation against those who report workplace violence, a threat of violence, or hazards related to workplace violence, or who participate in the investigation of such incidents or hazards:

- The City responds to reports of workplace violence, a threat of violence, or hazards related to workplace violence in a prompt and timely manner.
- The City provides employees multiple channels by which to report incidents, hazards, or concerns, including anonymously and through or by a designated representative.
- The City admonishes managers and supervisors not to retaliate against any employee who reports workplace violence, a threat of violence, or hazards related to workplace violence, or any employee who participates in the investigation of such incidents or hazards.
- The City trains all employees that retaliation against any employee who reports workplace violence, a threat of violence, or hazards related to workplace violence, or any employee who participates in the investigation of such incidents or hazards is expressly prohibited and that there are consequences, such as discipline, for retaliation against such employees.

G. Identification, Evaluation, and Correction of Workplace Violence Hazards

1. Identification of Workplace Violence Hazards

The City shall undertake all reasonably necessary actions within its power and control to identify workplace violence hazards.

The City shall conduct inspections of its workplace(s) to identify workplace violence hazards.

Specifically, the City shall conduct inspections under the following circumstances:

a. When the WVPP is first established.

b. After each workplace violence incident.

c. Whenever the City is made aware of a new or previously unrecognized hazard.

d. Annually.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following employees in the following areas of the workplace:

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Name of Employee/Job Title of Employee	Department Inspection Area- lobby, reception, parking lot, breakroom.
Deputy Fire Chief	Fire Stations- 23,24,25 and Administration
Director of Community Development	Community Development and old City Hall
Executive Assistant	Police
Administrative Assistant	Parks and Recreation
Environmental Services Technician	Public Works
Associate Management Analyst	Executive Offices (City Manager and City Attorney)
Management Analyst	Administrative Services and City Clerk

The City Manager and Department Directors will identify the names of specific individuals or their designees from the respective Departments who hold the job titles stated in this chart and will inform and update City staff on an ongoing basis, by email, of any changes and updates to the names of those designated.

Inspections for workplace violence hazards may include assessing factors specific to the City's workplace, such as the following:

a. The exterior and interior of the workplace for its attractiveness to robbers.

b. The need for violence surveillance measures, such as mirrors and cameras.

c. Procedures for employee response during a robbery or other criminal act, including the City's policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.

d. Procedures for reporting suspicious persons or activities.

e. Effective location and functioning of emergency buttons and alarms.

f. Posting of emergency telephone numbers for law enforcement, fire, and medical services.

g. Whether employees have access to a telephone with an outside line.

h. Whether employees have effective escape routes from the workplace.

i. Whether employees have a designated safe area where they can go to in an emergency.

j. Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.

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k. Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of the City our establishment.

l. Employees' skill in safely handling threatening or hostile service recipients.

m. Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance, e.g., alarms or panic buttons.

n. The use of work practices such as the "buddy" system for specified emergency events.

o. The availability of employee escape routes.

p. How well the City management and employees communicate with each other.

q. Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.

r. Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.

s. Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.

2. Investigation of Workplace Violence Hazards

The City will initiate a reasonable investigation following the identification of a workplace violence hazard in order to evaluate the nature of the hazard.

The City may undertake the following as part of such investigation, as applicable:

a. Collection of statements from witnesses.

b. Collection of photographic or video evidence of damage or injuries, where appropriate.

c. Consultation with the affected employees, witnesses, and Committee members to identify potential contributing causes.

3. Correction of Workplace Violence Hazards

After the identification and investigation of a workplace violence hazard and after a workplace violence hazard inspection, the City will take appropriate steps to correct or respond to the hazard and prevent or control future or potential hazards by implementing remedial measures, which may include but are not necessarily limited to:

a. **Substitution:** When possible, the City will correct a hazard by eliminating or substituting it with a safer work practice control ("substitution").

b. **Removal of Employees:** In the event that a workplace violence hazard exists that cannot be immediately corrected without endangering employees or property, the City will remove all employees from the work site except those necessary to correct the existing hazard. Employees who are necessary to correct the hazard will be provided with necessary protection in order to protect them from the hazard.

c. **Replacement of Equipment:** If a piece of equipment is hazardous, the City will remove it from service and identify it as defective.

d. **Engineering Controls:** The City will apply physical changes to either remove the hazard from the workplace or create a barrier between employees and the hazard. Based on the nature of the hazard and the needs of the workplace, engineering control strategies may include the following: (a) using physical barriers (such as enclosures or guards) or door locks to reduce employee exposure to the hazard; (b) metal detectors; (c) panic buttons; (d) improved or additional lighting; and (e) more accessible exits (where appropriate).

e. **Work Practice Controls:** The City will adjust work practice controls if substitution or engineering controls are impossible or inappropriate. Additional work practice controls may be necessary in addition to substitution and engineering controls to prevent future workplace violence hazards. Work practice control strategies may include the following: (a) hiring security guards and having them patrol the workplace interior and perimeter; (b) ensuring employees have access to a telephone with an outside line; posting emergency telephone numbers in the workplace for law enforcement, fire, and medical services; (c) improved or altered communication measures; (d) improved or altered policies of prohibited practices (such as a weapons ban or limitation of the amount of cash on hand); and a "buddy system" for specified emergency events; (d) adding security cameras or mirrors.

f. **Training:** The City will educate employees about the identified hazard in subsequent WVPP training.

g. **Collaborate with the Committee:** The City will collaborate with the Committee on other ways to correct the hazard.

h. **Notice to Affected Employees:** The City will notify affected employees in writing of the corrective measures the City implemented to address the workplace violence hazard.

4. Recording Information regarding Workplace Violence Hazards

The City will document the identification, investigation, and correction of workplace violence hazards and maintain such records for at least five (5) years following the identification, investigation, and correction of such hazards, or until such time as the law may otherwise require.

The City shall record information in the Violent Incident Log for each workplace violence incident.

Information that is recorded in the Log for each incident shall be based on information solicited from the employee(s) who experienced the workplace violence, on witness statements, and on investigation findings.

The City will document all work-related injuries or illness caused by workplace violence that resulted in death, loss of consciousness, days away from work, restricted work activity or job transfer, or medical treatment beyond first aid to DOSH.

H. Responding to Workplace Violence Emergencies

The City will use an emergency alerting system to alert employees of the presence, location, and nature of workplace violence emergencies.

Following a workplace violence emergency, a notification through the alerting system will include information regarding the following:

1. The existence/presence of a workplace violence emergency.
2. The location of a workplace violence emergency.
3. The nature of the workplace violence emergency.
4. The appropriate response procedures for employees.

In a workplace violence emergency, employees can obtain help from any manager or supervisor, the coordinator, any Committee member. Employees should promptly call 911 in the event of any workplace violence emergency. For other matters that require law enforcement, employees should call 916-625-5400 and then press 1. Pressing 1, will take you directly to Police dispatch. Employees should also notify their supervisor, manager as soon as possible.

I. Training

The City shall provide training when the Plan is first established and when new employees are hired.

The City shall ensure annual training thereafter.

The City shall provide training on all of the following subjects:

1. The City's Plan, how to obtain a copy of the City's Plan at no cost, and how to participate in the development and implementation of the City's Plan.
2. Definitions and requirements of the Plan.
3. How to report workplace violence incidents or concerns to the City or law enforcement without fear of reprisal.

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4. Workplace violence hazards specific to the employees' jobs, the corrective measures the City has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
5. The City's Violent Incident Log, and how to obtain copies of records related to workplace violence.

The training shall include an opportunity for interactive questions and answers with a person knowledgeable about the City's WVPP.

The City shall provide additional training when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the WVPP.

VII. Recordkeeping

The City shall maintain the following types of records for the following periods or until such time required by law:

Type of Record	Maintenance Period
Records of workplace violence hazard identification, evaluation, and correction.	Minimum of five (5) years
Training records, including training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions.	Minimum of one (1) year
Violent Incident Logs.	Minimum of five (5) years
Records of workplace violence incident investigations. These records must not contain medical information.	Minimum of five (5) years

The City shall ensure that records of workplace violence incident investigations do not contain any medical information including any information in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental health application information, reproductive or sexual health application information, mental or physical condition, or treatment that includes or contains any element of personal identifying information sufficient to allow identification of the individual.

The City shall make all records required by this WVPP available to DOSH upon request for purposes of examination and copying.

The City shall make the following records available to employees and their designated representatives, upon request and without cost, for examination and copying within fifteen

(15) calendar days of a request:

1. Records of workplace violence hazard identification, evaluation, and correction.
2. Training records.
3. Violent Incident Logs.

VIII. Responsible Department

Department of Administrative Services responsible for implementing the plan.

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RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE CITY OF ROCKLIN TRAVEL POLCY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TRAVEL POLICY, AND REPEALING AND REPLACING RESOLUTION NO 2014-190.

WHEREAS, On September 9, 2014, the City Council adopted the Travel Policy by way of Resolution No. 2014-190, superseding Resolution No. 2001-240; and

WHEREAS, Human Resources updated the City of Rocklin Travel Policy to include additional expectations and clarity when employees travel for City business; and

WHEREAS, City staff performed a program review and recommends repealing and replacing the current City of Rocklin Travel Policy, Resolution No. 2014-190; and

WHEREAS, the revised City of Rocklin Travel Policy supersedes any conflicting resolutions.

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

Section 1. Resolution No. 2014-190 is hereby rescinded.

Section 2. Effective, June 25, 2024, the City Council hereby approves and adopts the City of Rocklin Travel Policy attached hereto as Exhibit 1.

Section 3. The City Council hereby authorizes the City Manager or his/her designee to administer the Travel Policy.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City of Rocklin
Travel Policy

SECTION 1 - Summary of the Employee Travel and Expense Policy

1.0 SCOPE: This Administrative Policy (Policy) applies to all City of Rocklin (City) employees, including full-time employees, part-time and temporary (seasonal) employees; City Officials, including City Council members, Board members, Commission members, and Committee members (hereafter referred to as "Travelers") who travel on official business for the City.

1.1 Independent contractors, employees of independent contractors, and/or consultants are not covered under this Policy as they are governed by the contractual agreement between their organization and the City.

1.2 PURPOSE: This Policy aims to establish business travel guidelines for Travelers that are fair, accountable, and transparent. This Policy also satisfies Government Code 53232.2, which requires the governing body to adopt a written policy, in a public meeting, specifying the types of occurrences that qualify a member of the legislative body to receive reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses. Lastly, this Policy is not intended to and does not govern the allocation of any particular expense to any City department budget or other budget line item.

1.3 POLICY: It is in the City's best interest for Travelers to remain informed and trained in activities, developments, and professional trends affecting their ability to provide high-quality external and internal customer service. As such, attendance at training seminars, hearings, meetings, conferences, or other authorized gatherings is of value to the City and its residents.

SECTION 2 - General Guidelines

2.0 This Policy establishes the basic guidelines and procedures for travel on City business by all Travelers. Travelers who travel on City business as well as their respective supervisors are responsible for knowing and following this Policy.

2.1 Unless specifically stated otherwise, throughout this Policy, the term department director shall include department directors and City Manager shall include the City Manager.

2.2 Non-local travel should be on an as-needed basis. Travelers shall work with their supervisors to determine if a local venue or webinar will have the same or similar event within a reasonable time frame before scheduling non-local travel.

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2.3 Travelers are responsible for exercising good judgment when requesting, arranging, and making a trip. Good judgment includes the following:

- Being fiscally responsible when spending City funds on travel and related activities.
- Travel should be thoroughly planned well in advance of the trip.
- Personal business shall not be mixed with official business if it will cost the City in dollars or lost time, or if it will harm the City's interest in any way.

2.4 Whenever possible, a City purchase card should be used for travel costs, including registration, airfare, hotel, and rental car. A City purchase card should not be used for items that will be covered by per diem or mileage reimbursement (see City of Rocklin Purchase Card Program Policy and Procedures).

2.5 The City prefers to reimburse the Traveler's actual and necessary costs after travel, rather than provide the Traveler funds in advance of travel or expense. However, the City will, on a case-by-case basis, provide a per diem advance upon request at the discretion of the department director and Director of Administrative Services or designee(s).

2.6 The Internal Revenue Service (IRS) requires that if the expenditures are not substantiated with the above information, they may be considered "wages" subject to payroll tax withholding.

2.7 Records of City expenditures for approved travel under this Policy are public records subject to disclosure to the extent required under the Public Records Act or other applicable law.

2.8 Pursuant to Government Code Section 53232.4, the use of public resources or falsifying expense reports in violation of this Policy may result in any or all of the following:

2.8.1 Loss of reimbursement privileges.

2.8.2 A demand for restitution to the City.

2.8.3 Civil penalties pursuant to Government Code Section 8314.

2.8.4 Prosecution, pursuant to Section 424 of the Penal Code.

2.8.5 The City may report the expenses as income to the individual who incurred the expense to the state and federal tax authorities.

SECTION 3 - Procedures

3.0 Requests for reimbursements of travel-related expenses are submitted on a travel reimbursement form provided by the Department of Administrative Services-Finance Division. This form must be accompanied by supporting documentation.

3.1 A travel request should be submitted to the respective department director as far in advance of travel as reasonably possible, with 15 days prior being adequate. Any exceptions to adequate advance notice need to be justified and approved by the Traveler's department director. It is the department director's responsibility to ensure the following:

3.1.1 The purpose cannot be accomplished by mail, telephone, or internet;

3.1.2 The training, seminar, meeting, or conference is mandatory, reimbursable, or otherwise necessary to accomplish key City goals and objectives and is unavailable locally if overnight accommodations are required;

3.1.3 An appropriate number of Travelers are attending;

3.1.4 The itinerary ensures the accomplishment of the purpose at the lowest reasonable cost;

3.1.5 The Traveler understands and follows this Policy; and

3.1.6 There is adequate money in the appropriated travel budget to cover all costs associated with the trip.

3.2 For procedures on when the Traveler requests a direct vendor payment check, use of a City purchase card, or a cash advance, see Section 6 - Payment.

3.3 When the Traveler returns, a final accounting of all expenses should be approved by the appropriate department director or deputy director and submitted to the Finance Division within thirty (30) working days after completion of travel. The inability to provide such documentation in a timely fashion may result in the expense being borne by the individual who incurred the expense.

- Expenses claims from the previous fiscal year(s) shall not be received unless compliant with Section 3.3.

3.4 As part of the final accounting, Travelers should attach all itemized receipts for miscellaneous expenses before routing to the appropriate department director or deputy director for review and approval.

3.5 Any purchase card charges (non-meal, miscellaneous expenses) that were incurred by the Traveler during business shall also be included. Using a City-issued purchase card to pay expenditures does not preclude the requirement to complete and submit an expense report.

3.6 Each City Official member shall briefly report (verbally or in writing) on any meetings or events attended at the City's expense. Such report shall be provided at the next regularly scheduled City Council or Commission/Committee/Board meeting following the event or meeting attended. If multiple officials attended, a joint report may be made.

SECTION 4 - Department Specific Forms

4.0 If the Traveler's department utilizes a specific form to authorize travel, the Traveler shall continue to fill out those forms in addition to the form required by the Administrative Services Department.

SECTION 5 - Travel Approval

5.0 The Administrative Services Department staff shall receive the travel request and review it against all applicable City policies prior to final authorization.

5.1 Travel more than 150 miles outside of California from City Hall shall be approved in writing by the City Manager (not a designee).

5.2 Travel outside of the United States shall be approved by the City Council.

5.3 City Officials shall receive prior approval by the City Council during a public meeting for the following:

5.3.1 Any expenditures that are not described in Section 7 – Authorized Travel.

5.3.2 Any questions regarding the propriety of a particular type of expense before the expense is incurred.

5.3.3 International travel and related expenses.

SECTION 6 - Payment

6.0 The City will pay all approved expenses for the Traveler's trip. These expenses include transportation, lodging, registration fees, meals (if per diem is not taken), and any other related expenses if they are for official business and fit within this Policy.

6.1 There are four ways to pay for travel expenses:

1. Direct vendor payment by check in advance via purchase order.
2. Use of a City-issued purchase card (limited to miscellaneous expenses).
3. Payment by Traveler to be claimed for reimbursement.
4. An advance.

6.2 Direct vendor payments are made by the City to an organization to pay for specific costs related to a trip – usually registration fees, lodging, and airfare – and are the best method of payment. Reimbursement for out-of-pocket expenditures is processed after travel is completed. Advances are provided to Travelers before travel and may be provided upon request per Section 14 – Cash Advances. If the Traveler fails to reconcile expenses upon their return, they shall forfeit the ability to receive future advances. Purchase credit cards are issued and used according to the Purchase Card Policy.

SECTION 7 - Authorized Travel

7.0 Expenses incurred by Travelers while engaging and/or participating in the following activities and/or events may constitute authorized and reimbursable expenses (as long as other requirements of this Policy are also met):

7.0.1 The seminar, meeting, or conference is mandatory, reimbursable, or otherwise necessary to accomplish key City or employee's professional goals

and objectives and is unavailable locally if overnight accommodations are required;

7.0.2 Communicating and/or meeting with the representatives of regional, state, and national government and their various agencies and entities on City adopted or authorized policy positions;

7.0.3 Attending educational seminars designed to improve skill and information levels;

7.0.4 Attendance at City department-approved conference, convention, hearing, training, seminar, or other meetings;

7.0.5 Participating in regional, state, and national organizations whose activities affect the City's interests;

7.0.6 Implementing City-approved strategy for attracting or retaining businesses to the City; or

7.0.7 Attending mandatory functions of local civic or community organizations where there is a clear nexus between the event and the Traveler's job.

- The City will not pay for or reimburse expenses to attend fundraisers.

SECTION 8 - Unauthorized Expenses

8.0 The following personal expenditures incurred by Travelers shall not be reimbursed:

8.0.1 The personal portion of any trip;

8.0.2 The purchase of alcohol, tobacco, or related costs;

8.0.3 Political or charitable contributions;

8.0.4 Family expenses, including those of a partner when accompanying the Traveler on official business; dependent or pet care;

8.0.5 Entertainment expenses, including theatre, shows, movies (either in-room or in theaters), sporting events, golf, spa treatments, etc.;

8.0.6 Non-mileage personal automobile expenses including repairs, gasoline, traffic citations, and other expenses;

8.0.7 Loss of or damage to personal items while on City business;

8.0.8 Laundry or dry-cleaning services; and/or

8.0.9 Changes to travel arrangements for personal reasons that could have reasonably been foreseen.

SECTION 9 - Transportation

9.0 Use of air, train, automobile, or other modes of transportation shall be selected based on

the most reasonable cost to the City after all expense items are tabulated, including travel time salary costs.

9.0.1 Airfare: Business-class and first-class travel is not reimbursable.

9.0.2 Automobile: The City's preferred process is for the Traveler to be assigned a City-owned pool vehicle while attending an event, or the City may choose to provide the Traveler a rental vehicle for any official City business. Should Traveler's utilize a rental vehicle, the rental should be made through a governmental pricing rental agreement. No matter which is selected, the Traveler must abide by the City's Vehicle Use and Driving Standards Policy.

9.0.3 Personal Vehicle: Automobile mileage is reimbursable if the Traveler is required to use a personal vehicle for travel at IRS rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other vehicle operating expenses. The Traveler must possess a valid California Driver's License, have proof of insurance on file with the City, and understand any services or repairs to their personal vehicle and any automobile or other insurance claims that result from travel on authorized City business shall they the Traveler's responsibility. Additionally, if the Traveler claims mileage for the use of their personal vehicle, they must provide the to/from, purpose of trip, rate, and total number of miles traveled. A printout of the distance traveled from Google Maps or MapQuest is required.

Reimbursement for personal auto usage for business will be calculated per the current IRS guidelines, based on the following:

- If a Traveler drives round-trip from their residence to a meeting or training function, the Traveler shall claim the least amount of mileage either between their residence to their destination or their normal work location to their destination.
- If a Traveler drives round-trip from work to a meeting or training function, the round-trip mileage from the City location to the event is reimbursable at the current IRS-approved rate.

9.0.4 Car Rental: Rental rates that are reasonable and economical are eligible for reimbursement (i.e., mid-size or standard vehicle); however, if traveling with multiple employees, a larger car will be approved to accommodates the group size. Travelers shall not purchase additional car rental insurance. Purchase of such insurance shall not be eligible for reimbursement. Travelers shall refuel the vehicle before returning and pay via the City purchase card or the Traveler's personal method. If utilizing the Traveler's personal method, a receipt must be retained, and the amount can be submitted for reimbursement.

9.0.5 Taxis/Shuttles/Ride-Hailing Services: Reasonable actual costs for taxi, shuttle fares, and ride-hailing services will be reimbursed including a gratuity of $5.00 or up to 20%, whichever is greater.

9.1 Travelers who receive a car allowance will not receive any additional mileage/travel reimbursement for travel within a 50-mile radius of City Hall.

9.2 In instances where more than one individual is traveling to the same event, the Traveler who receives a car allowance shall drive if both Travelers are departing and returning near the same time from the same location. If the Travelers are not departing or returning at the same time from the same location, the Travelers may drive separately. The City highly encourages carpooling to not only save City resources but to be eco-friendly.

9.3 Bridge and road tolls will be reimbursed by the City.

9.4 Parking at the airport is reimbursable at the most economical lot rate only. Travelers who select higher rate parking shall only be reimbursed for the economical parking rate.

SECTION 10 - Travel Time and Hours Worked

10.0 The City wants to ensure compliance with the Fair Labor Standards Act concerning recording hours worked and compensating Travelers who are required to travel while conducting City business. Therefore, the following principles shall be applied when determining hours worked to calculate work hours and proper compensation.

10.1 Ordinary home-to-work travel shall not be considered as hours worked. If a Traveler is required by the City to conduct business on their way to work, the Traveler shall record all hours worked from the onset of that activity to the time the Traveler reaches the workplace to begin their shift. For example, if a Traveler is directed to pick up supplies on their way into the office, the Traveler shall record hours from the time they make the stop to pick up those supplies to the time they arrive at the worksite through the completion of their shift, less normal meal periods.

10.2 Travel time to and from an airport or public transportation terminal is considered hours worked.

10.3 Time spent on air travel or other means of public transportation when required by the City shall be considered time worked. Travel time shall include actual hours for travel, up to two hours of wait time prior to the departure of the flight, and shall conclude upon arrival at the hotel or when returning, upon return to the Traveler's home.

10.4 Travelers shall be required to take the most expedient and efficient means of travel possible to meet the needs of the City. Therefore, a Traveler who opts to drive a personal vehicle instead of taking air travel or other faster means of travel shall only record the time they would have received had they traveled via the fastest mode of transportation reasonably available. For example, a Traveler may prefer to drive to San Diego, taking nine hours to reach their destination; however, air travel would have taken less than two hours plus the one and one-half hours of wait time before the departure of the flight. The

Traveler shall only record three and one-half hours of work time on their timesheet instead of nine hours.

10.5 If a Traveler is assigned to work in another City or work location outside the City, the travel time to and from the other City may be considered work time if travel to that location falls outside the definition of ordinary home to work travel. For example, a Traveler living in Rocklin being asked to report to Stockton would be compensated for travel time to/from the Rocklin workplace to the temporary Stockton assignment. However, a Traveler living in Rocklin, reporting to a temporary work location in Rocklin, would not record travel time as hours worked.

- Police academy recruits are excluded from Section 10.5 since the assigned work location is outside the City for the duration of the academy.

10.6 Department directors should be mindful of Traveler's schedules and try to reduce/prevent overtime because of travel whenever possible to meet the interests of the City. Additionally, department directors shall use their discretion when accounting for multiple attendees at events and the impact related to the specific mode of transportation.

SECTION 11 - Lodging

11.0 The City will pay for or reimburse lodging expenses when travel on official City business reasonably requires an overnight stay. Lodging shall be booked at the most economical and reasonable rates for lodging that is in a location that is reasonable and convenient to the Traveler's official business needs. For lodging in connection with a conference or organized educational activity, such lodging costs shall generally not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the Traveler at the time of booking.

11.1 While determining appropriate lodging arrangements, Travelers shall take into consideration start and end times as well as the duration of the event. Travelers generally shall not book prior evening overnight accommodations for travel within the local vicinity, which includes Sacramento and the greater Sacramento area, or a roundtrip distance of 100 miles or less. Additionally, Travelers shall not book overnight accommodations for the same day the event ends. Any exception to this shall be pre-approved by the Traveler's department director.

11.2 Incidental Expenses: These expenses include fees and tips given to porters, baggage carriers, and hotel staff. Incidental expenses shall be reimbursed per current U.S. General Services Administration (GSA) rates in effect for the highest cost area of California at the time of travel. Incidental expenses are not part of meal expenses and shall be reimbursed separately.

SECTION 12 - Meal and Incidental Expenses

12.0 As a general rule, public funds may not be expended to purchase meals for third parties such as constituents, legislators, and private business owners. Exceptions to this rule may include:

12.0.1 City Council for meals associated with a City-sponsored event or official City business.

12.0.2 Unforeseen events beyond an employee's control, meals above the per diem may be reimbursed with proof of receipts and approval by the City Manager only.

12.1 Meals and Incidental Expenses. When the Traveler is expected to incur costs for meals and incidentals for overnight business travel, the City will reimburse meal and incidental expenses (M&IE) under a per diem allowance. A per diem allowance is a daily payment based on government calculated rates instead of reimbursement for actual expenses. Receipts are not required. The maximum M&IE per diem allowance will be at the rate established by the Federal Government. The M&IE per diem allowance will only be paid when the traveler is expected to incur costs for meals and incidentals and when the travel is supported by a City business purpose.

12.1.1 Meals are defined as expenses for breakfast, lunch, dinner and related tips and taxes. They exclude alcoholic beverages and entertainment expenses. Incidental expenses are defined as fees and tips given to porters, baggage handlers, hotel housekeeping or other service staff, valet, train, or ship service staff. The GSA M&IE rate includes $5.00 to cover incidental expenses.

12.2 Provided Meals. Meals provided by others should not be included with the daily per diem requests. This includes meals provided by a host, hotel (e.g., complimentary breakfast) or included in conference/seminar fees. If meals or a gift card to purchase meals are provided by the training or conference, the cost of such meals (per the GSA rate in the travel location) shall be deducted from the Traveler's per diem allowance.

12.2.1 Event brochures/agendas are required documents to accompany the travel request. They will be used to determine what meals are provided as part of the event (included in the registration fee). When meals are provided, Travelers shall not receive a per diem for these meals.

12.3 Meal and Incidental Per Diem on First and Last Travel Days. The M&IE per diem is reimbursed for each full day (24 hours) of travel. First and last days of travel qualify for a 75% proportional M&IE per diem rate established by the GSA M&IE rate.

12.4 Day Trips/Same Day Travel (Conference, Training, Meeting, etc.)

12.4.1 Per diem rates apply and no receipts are required. The City's purchase card shall not be used to purchase meals. In calculating meal allowance for day trips/same day travel the following guidelines shall be used:

- Breakfast: to be reimbursed if the meeting begins before 8 a.m.

- Lunch: to be reimbursed if the meeting ends after 2 p.m.

Note: Per diem will not be allowed if meals are provided.

12.5 The M&IE per diem must be paid directly to the traveler. Travelers cannot claim an M&IE per diem on behalf of another person. Individual business travelers dining together will each be paid their respective per diem allowance. The applicable M&IE per diem, or proration for first and last day, is payable to the Traveler without itemization of expense or receipts. Reimbursement requests for actual expenses that exceed the M&IE per diem will not be reimbursed by the City.

12.6 In addition to the above, the following reimbursement policies apply:

12.6.1 Meals purchased at the hotel and added to lodging receipts or folios (including room service) will be deducted from the M&IE per diem allowance. Refer to Section 8.0 – Unauthorized Expenses.

12.6.2 Reimbursement claims in excess of the M&IE per diem will be reduced to the M&IE per diem.

12.6.3 Any provided meals will be deducted from the M&IE per diem for that day, including the proportional first or last day M&IE per diem.

12.6.4 In cases where breakfast is included in the room price, it must be stated in per diem worksheet and deducted from the per diem reimbursement.

12.6.5 Meals may not be paid using the City purchase card except as otherwise noted in this Policy.

12.6.6 If a Traveler has dietary restrictions, religious requirements, or is otherwise unable to consume the provided meals, these meal values do not need to be deducted.

12.6.7 If the traveler spends an amount in excess of the per diem amount, the excess expense is not eligible for reimbursement.

12.6.8 The government per diem allowance is the maximum that can be reimbursed. If a Traveler spends less than this allowance, they can claim less than the maximum.

SECTION 13 - Miscellaneous Expenses

13.0 Travelers will be reimbursed for actual telephone, fax, parking expenses, tolls, tipping (excluding tips for meals and incidentals which fall under the Maximum Federal Rates), taxi, shuttle, ride-hailing services, hotel internet charges, or other reasonable expenses shall be supported by receipts. Where receipts are not available, a signed declaration of expenditure may be accepted by the Deputy Director of Administrative Services at their discretion.

13.1 Traveler's who have a City-issued cell phone or receive a cell phone stipend shall not be

reimbursed for cell phone or telephone costs unless there are extenuating circumstances such as no cell phone reception.

13.2 Hotel telephone bills should identify which calls were made regarding City business.

13.3 Travelers shall make every effort to utilize cost-effective means to park vehicles overnight. The City recommends overnight parking in the hotel where the Traveler is staying. Valet parking, while not encouraged, may be allowed if it is the only means available for reasonable and safe parking for the Traveler.

SECTION 14 - Cash Advances

14.0 From time to time, it may be necessary for a Traveler to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to the Finance Division no more than thirty (30) days before and no less than fifteen (15) days prior to the need for the advance. Every effort should be made to request the cash advance ahead of the normal check run date occurring before the need for the advance.

14.1 Upon request, department directors shall determine if a cash advance is necessary and appropriate.

14.2 Any unused advance must be returned to the City within ten (10) calendar days of the Travelers' return. If the Traveler fails to reconcile expenses upon their return, they shall forfeit the ability to receive future advances.

SECTION 15 – Expense Report and Receipts

15.0 All cash advance expenditures and expense reimbursement requests must be submitted on an expense report form provided by the Department of Administrative Services-Finance Division.

15.1 Expense reports must document that the expenses incurred meet the requirements of this Policy.

15.2 Expense reports shall be submitted within thirty (30) calendar days of an expense being incurred.

15.3 Itemized receipts are required for all business travel expenses, except M&IE, under a per diem allowance. Itemized receipts include the name of the vendor and a list of each cost incurred, item by item. In addition to the itemized receipt, all miscellaneous travel expenses shall include the following information:

15.3.1 The amount of the expenditure.

15.3.2 The date and place of the expenditure.

15.3.3 The business purpose of the expenditure.

15.3.4 If applicable, the business relationship to the person entertained, as well as the individual's names.

SECTION 16 - Spouses and Guests

16.0 Spouses and guests may accompany Travelers on City travel and at conferences, seminars, and meetings in compliance with the Vehicle Use and Driving Standards Policy. However, any additional costs associated with the participation of a spouse or guest shall be the Travelers' responsibility.

SECTION 17- Combining Personal Travel with Official Business

17.0 Travelers may combine personal travel with business travel when pre-approved in writing by their department director. The City is responsible only for the official business portion of the trip.

17.1 When combining personal travel with official business travel, there is no reimbursement for lodging, meal per diem, car rental, or any other expense attributable to such portion considered personal travel. The Traveler must provide for their own rental vehicle during the time of personal travel and shall not extend the rental agreement secured by the City for official business travel.

SECTION 18 - Expenses to Accommodate Individuals with Disabilities

18.0 This Policy shall not be construed to limit the City's ability to reimburse Travelers for reasonable and necessary expenses above that which is otherwise permitted under this Policy where such additional reasonable expenses are necessary to accommodate for a disability.

SECTION 19 - Rates

19.0 The Finance Division is responsible for annually updating the Maximum Federal Rates published by the U.S. GSA. The Finance Division shall also update the IRS allowed mileage reimbursement rate on January 1 of each year or as any changes are implemented by the IRS.

SECTION 20 - Unforeseen and Uncontrollable Natural Events

20.0 Unforeseen and uncontrollable events are exclusively events that could not have been prevented by the exercise of foresight or caution by the Traveler. The City will reasonably cooperate with any Traveler to make lodging, meal, travel, and other reasonable accommodations where the Traveler's ability to travel has been impacted by such natural event(s). However, the City shall not pay overtime costs associated with such natural events.

SECTION 21 – Rewards Cards/Credits

21.0 The management of a personal rewards program is the responsibility of the Traveler, not the City's. If the Traveler has been issued a purchase card, the Traveler shall use their purchase card rather than a personal credit card to book City travel.

21.1 Travelers shall not receive reimbursement for using airline and hotel rewards credits (credits, points, etc.) while conducting approved City business. Airline and hotel rewards credits do not translate to a cash value to be reimbursed by the City.

Adopted: June 25, 2024

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE REVISED SALARY SCHEDULES FOR ROCKLIN POLICE OFFICERS' ASSOCIATION; ROCKLIN POLICE OFFICERS' ASSOCIATION PUBLIC SAFETY MANAGERS' BARGAINING UNIT; ROCKLIN FIREFIGHTERS' UNION; ROCKLIN PUBLIC SERVICE EMPLOYEES' BARGINING UNIT; AND ROCKLIN MANAGEMENT, CONFIDENTIAL AND UNREPRESENTED EMPLOYEES' RESOLUTION

WHEREAS, the City of Rocklin adopted Resolutions 2022-129, 2022-143, and 2022-159, 2023-131, and 2023-134 which established Memorandums of Understanding (MOU) between the City of Rocklin and the Rocklin Police Officers' Association, Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit, Rocklin Firefighter's Union, Local 3847, Public Service Employees Bargaining Unit, and the Management, Confidential, and Unrepresented Employees Resolution respectively; and

WHEREAS, the Rocklin Police Officers' Association, Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit, Rocklin Firefighter's Union, Local 3847 MOUs referenced above contains a provision that states effective the first full pay period of July 2024, each classification shall receive a 2.0% base salary increase; and

WHEREAS, the Rocklin Public Service Employees' Bargaining Unit MOU and Management, Confidential, and Unrepresented Resolution referenced above contains a provision that states effective the first full pay period of July 2024, each classification shall receive a 2.5% base salary increase; and

WHEREAS, the base salary increases require the adoption of the revised salary schedule.

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

Section 1. Effective July 13, 2024, the updated Rocklin Police Officers' Association Salary Schedules attached hereto as Exhibit "1" are adopted.

Section 2. Effective July 13, 2024, the updated Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit Salary Schedule attached hereto as Exhibit "2" is adopted.

Section 3. Effective July 13, 2024, the updated Rocklin Firefighter's Union, Salary Schedule attached hereto as Exhibit "3" is adopted.

Section 4. Effective July 13, 2024, the updated Rocklin Public Service Employees Salary Schedules A and B attached hereto as Exhibit "4" is adopted.

Section 5. Effective July 13, 2024, the updated Rocklin Confidential Salary Schedules A and B attached hereto as Exhibit "5" is adopted.

Section 6. Effective July 13, 2024, the updated Rocklin Management Salary Schedule attached hereto as Exhibit "6" is adopted.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

CITY OF ROCKLIN
POLICE SALARY SCHEDULE
(Annual Salary)
Effective July 13, 2024

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Sergeant	SP 1	$ 114,182	$ 118,179	$ 122,315	$ 126,596	$ 131,027	$ 135,613	$ 140,359	$ 145,272	$ 150,356	$ 155,619
Police Officer	SP 2	92,876	96,127	99,491	102,973	106,578	110,308	114,169	118,164	122,300	126,581
Public Safety Dispatch Supervisor	NSP0	80,253	83,062	85,969	88,978	92,092	95,316	98,652	102,105	105,678	109,377
Crime Analyst	NSP1	77,782	80,505	83,322	86,239	89,257	92,381	95,614	98,961	102,424	106,009
Senior Public Safety Dispatcher	NSP2	74,656	77,269	79,973	82,772	85,669	88,667	91,771	94,983	98,307	101,748
Community Service Officer Police Community Program Coordinator Police Records Supervisor Police Technical Assets Coordinator Public Safety Dispatcher II	NSP3	69,446	71,876	74,392	76,996	79,691	82,480	85,367	88,354	91,447	94,647
Senior Records Technician	NSP4	66,380	68,703	71,108	73,597	76,173	78,839	81,598	84,454	87,410	90,469
Evidence and Property Technician	NSP5	64,776	67,043	69,389	71,818	74,332	76,933	79,626	82,413	85,297	88,283
Public Safety Dispatcher I Animal Control Officer	NSP6	60,080	62,182	64,359	66,611	68,943	71,356	73,853	76,438	79,113	81,882
Assistant Evidence and Property Technician	NSP7	58,887	60,948	63,081	65,289	67,574	69,939	72,387	74,921	77,543	80,257
Police Records Technician	NSP8	57,218	59,220	61,293	63,438	65,659	67,957	70,335	72,797	75,345	77,982
Police Officer Trainee	NSP8	57,218									

CITY OF ROCKLIN
PUBLIC SAFETY MANAGEMENT SALARY SCHEDULE
(Annual Salary)
Effective July 13, 2024

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Services Manager	SP 1	$ 85,750	$ 88,751	$ 91,858	$ 95,073	$ 98,400	$ 101,844	$ 105,409	$ 109,098	$ 112,916	$ 116,868
Police Lieutenant	SP 2	140,440	145,355	150,443	155,708	161,158	166,799	172,637	178,679	184,933	191,405

CITY OF ROCKLIN
FIRE SALARY SCHEDULE
(Annual Salary)
Effective July 13, 2024

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Firefighter	$ 84,281	$ 87,231	$ 90,284	$ 93,444	$ 96,715	$ 100,100	$ 103,603	$ 107,229	$ 110,982	$ 114,867
Fire Engineer	93,616	96,892	100,284	103,794	107,426	111,186	115,078	119,105	123,274	127,589
Fire Captain	107,014	110,760	114,636	118,648	122,801	127,099	131,548	136,152	140,917	145,849
Fire Battalion Chief-Line Fire Marshal	126,568	130,998	135,583	140,328	145,240	150,323	155,584	161,030	166,666	172,499

CITY OF ROCKLIN
PUBLIC SERVIVCE EMPLOYEES SALARY SCHEDULE B
(Annual Salary)
Effective July 13, 2024

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Office Assistant I Park Services Aide	5	$ 38,365	$ 39,708	$ 41,098	$ 42,536	$ 44,025	$ 45,566	$ 47,161	$ 48,811	$ 50,520	$ 52,288
Office Assistant II Recreation Specialist	11	44,492	46,049	47,661	49,329	51,056	52,843	54,692	56,606	58,588	60,638
Code Enforcement Technician	14	47,913	49,590	51,326	53,122	54,981	56,906	58,897	60,959	63,092	65,301
Street Maintenance Worker I	15	49,112	50,831	52,610	54,451	56,357	58,330	60,371	62,484	64,671	66,935
Landscape Services Worker Street Maintenance Worker II	17	51,597	53,403	55,272	57,207	59,209	61,281	63,426	65,646	67,944	70,322
Equipment Mechanic I Planning/Building Technician I Traffic Maintenance Assistant	19	54,210	56,108	58,071	60,104	62,208	64,385	66,638	68,971	71,385	73,883
Building Maintenance Worker Irrigation Maintenance Technician	20	55,566	57,510	59,523	61,607	63,763	65,995	68,304	70,695	73,169	75,730
Accounting Technician I Senior Street Maintenance Worker	21	56,955	58,948	61,011	63,147	65,357	67,644	70,012	72,462	74,999	77,623
Landscape Services Trades Worker Senior Building Maintenance Worker	22	58,379	60,422	62,537	64,725	66,991	69,335	71,762	74,274	76,873	79,564
Administrative Assistant Engineering Technician I Planning/Building Technician II Recreation Coordinator	23	59,838	61,932	64,100	66,344	68,666	71,069	73,556	76,131	78,795	81,553
Equipment Mechanic II	24	61,334	63,481	65,703	68,002	70,382	72,846	75,395	78,034	80,765	83,592
Accounting Technician II Community Development Technician Environmental Services Technician	25	62,867	65,068	67,345	69,702	72,142	74,667	77,280	79,985	82,784	85,682
Building Inspector I Construction Inspector I Fire Inspector I Landscape Inspector Public Works Inspector I Senior Irrigation Maintenance Technician	26	64,439	66,694	69,029	71,445	73,945	76,533	79,212	81,984	84,854	87,824
Engineering Technician II	27	66,050	68,362	70,754	73,231	75,794	78,447	81,192	84,034	86,975	90,019

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
GIS/Engineering Technician Permit Center Supervisor Administrative Technician											
Accountant I Building Trades Worker Code Enforcement Officer Senior Equipment Mechanic	28	67,701	70,071	72,523	75,062	77,689	80,408	83,222	86,135	89,150	92,270
Building Maintenance Supervisor Traffic Control and Lighting Technician	29	69,394	71,823	74,336	76,938	79,631	82,418	85,303	88,288	91,378	94,577
Community Development Inspector Construction Inspector II Environmental Services Specialist Housing Specialist Public Works Inspector II Senior Building Trades Worker	30	71,129	73,618	76,195	78,862	81,622	84,479	87,435	90,496	93,663	96,941
Building Plans Examiner GIS Analyst I Information Technology Specialist Recreation Supervisor	31	72,907	75,459	78,100	80,833	83,662	86,591	89,621	92,758	96,004	99,365
Building Inspector II Fire Inspector II Senior Construction Inspector Senior Traffic Control and Lighting Technician	32	74,730	77,345	80,052	82,854	85,754	88,755	91,862	95,077	98,405	101,849
Accountant II Assistant Planner Fleet Services Supervisor Landscape Services Supervisor Permit Services Supervisor Street Maintenance Supervisor	33	76,598	79,279	82,053	84,925	87,898	90,974	94,158	97,454	100,865	104,395
Assistant Civil Engineer Facilities Maintenance Supervisor Senior Information Technology Specialist	35	80,476	83,292	86,207	89,225	92,348	95,580	98,925	102,387	105,971	109,680
Assistant Land Surveyor Parks Division Supervisor Traffic Maintenance Supervisor	37	84,550	87,509	90,572	93,742	97,023	100,418	103,933	107,571	111,336	115,232
Administrative Analyst Associate Planner Building Division Supervisor Facilities Operations Superintendent Fire Prevention Plans Examiner GIS Analyst II Information Technology Analyst	39	88,830	91,939	95,157	98,487	101,934	105,502	109,195	113,017	116,972	121,066

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Land Development Engineer Senior Accountant											
Senior Information Technology Analyst	42	95,660	99,008	102,474	106,060	109,772	113,614	117,591	121,706	125,966	130,375
Associate Civil Engineer Deputy Fire Marshal	43	98,052	101,483	105,035	108,712	112,517	116,455	120,531	124,749	129,115	133,634
Plan Check Engineer Senior Planner	44	100,503	104,021	107,661	111,429	115,329	119,366	123,544	127,868	132,343	136,975

CITY OF ROCKLIN
PUBLIC SERVICE EMPLOYEES SALARY SCHEDULE A
(Annual Salary)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Assistant I Park Services Aide	5	$ 38,365	$ 40,284	$ 42,298	$ 44,413	$ 46,633	$ 48,965
Office Assistant II Recreation Specialist	11	44,492	46,717	49,052	51,505	54,080	56,784
Code Enforcement Technician	14	47,913	50,309	52,824	55,465	58,239	61,151
Street Maintenance Worker I	15	49,112	51,568	54,146	56,853	59,696	62,681
Landscape Services Worker Street Maintenance Worker II	17	51,597	54,177	56,886	59,730	62,717	65,853
Equipment Mechanic I Planning/Building Technician I Traffic Maintenance Assistant	19	54,210	56,921	59,767	62,755	65,893	69,188
Building Maintenance Worker Irrigation Maintenance Technician	20	55,566	58,344	61,261	64,324	67,540	70,917
Accounting Technician I Senior Street Maintenance Worker	21	56,955	59,802	62,793	65,932	69,229	72,690
Landscape Services Trades Worker Senior Building Maintenance Worker	22	58,379	61,298	64,362	67,581	70,960	74,508
Administrative Assistant Engineering Technician I Planning/Building Technician Recreation Coordinator	23	59,838	62,830	65,971	69,270	72,734	76,370

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Equipment Mechanic II	24	61,334	64,401	67,621	71,002	74,552	78,279
Accounting Technician II Community Development Technician Environmental Services Technician	25	62,867	66,011	69,311	72,777	76,416	80,236
Building Inspector I Construction Inspector I Fire Inspector I Landscape Inspector Public Works Inspector I Senior Irrigation Maintenance Technician	26	64,439	67,661	71,044	74,596	78,326	82,242
Engineering Technician II GIS/Engineering Technician Permit Center Supervisor Administrative Technician	27	66,050	69,353	72,820	76,461	80,284	84,298
Accountant I Building Trades Worker Code Enforcement Officer Senior Equipment Mechanic	28	67,701	71,086	74,641	78,373	82,291	86,406
Building Maintenance Supervisor Traffic Control and Lighting Technician	29	69,394	72,864	76,507	80,332	84,349	88,566
Community Development Inspector Construction Inspector II Environmental Services Specialist Housing Specialist Public Works Inspector II Senior Building Trades Worker	30	71,129	74,685	78,419	82,340	86,457	90,780
Building Plans Examiner GIS Analyst I Information Technology Specialist Recreation Supervisor	31	72,907	76,552	80,380	84,399	88,619	93,050
Building Inspector II Fire Inspector II	32	74,730	78,466	82,389	86,509	90,834	95,376

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Senior Construction Inspector Senior Traffic Control and Lighting Technician							
Accountant II Assistant Planner Fleet Services Supervisor Landscape Services Supervisor Permit Services Supervisor Street Maintenance Supervisor	33	76,598	80,428	84,449	88,672	93,105	97,760
Assistant Civil Engineer Facilities Maintenance Supervisor Senior Information Technology Specialist	35	80,476	84,499	88,724	93,161	97,819	102,709
Assistant Land Surveyor Parks Division Supervisor Traffic Maintenance Supervisor	37	84,550	88,777	93,216	97,877	102,771	107,909
Administrative Analyst Associate Planner Building Division Supervisor Facilities Operations Superintendent Fire Prevention Plans Examiner GIS Analyst II Information Technology Analyst Land Development Engineer Senior Accountant	39	88,830	93,271	97,935	102,832	107,973	113,372
Senior Information Technology Analyst	42	95,660	100,443	105,465	110,739	116,276	122,089
Associate Civil Engineer Deputy Fire Marshal	43	98,052	102,954	108,102	113,507	119,182	125,142
Plan Check Engineer Senior Planner	44	100,503	105,528	110,805	116,345	122,162	128,270

CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE A
(Annual Salary)
Effective July 13, 2024

Classification	Range	1	2	3	4	5	6
Administrative Office Clerk	6	$ 44,758	$ 46,995	$ 49,345	$ 51,812	$ 54,403	$ 57,123
Communications Specialist	8	47,023	49,375	51,843	54,435	57,157	60,015
Administrative Office Assistant	11	50,639	53,171	55,830	58,621	61,552	64,630
Departmental Administrative Specialist Human Resources Technician I Legal Secretary Payroll Technician I	17	58,726	61,662	64,745	67,982	71,382	74,951
Deputy City Clerk Human Resources Technician II Payroll Technician II	20	63,241	66,403	69,723	73,210	76,870	80,714
Executive Assistant Executive Assistant to the City Manager Paralegal	24	69,806	73,297	76,962	80,810	84,850	89,093
Information Technology Analyst	34	89,358	93,826	98,517	103,443	108,615	114,046

CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE A
(Annual Salary)
Effective July 13, 2024

Classification	Range	1	2	3	4	5	6	7	8	9	10
Administrative Office Clerk	6	$ 44,758	$ 46,324	$ 47,945	$ 49,623	$ 51,360	$ 53,158	$ 55,018	$ 56,944	$ 58,937	$ 61,000
Communications Specialist	8	47,023	48,669	50,373	52,136	53,960	55,849	57,804	59,827	61,921	64,088
Administrative Office Assistant	11	50,639	52,411	54,246	56,144	58,109	60,143	62,248	64,427	66,682	69,016
Departmental Administrative Specialist Human Resources Technician I Legal Secretary Payroll Technician I	17	58,726	60,781	62,909	65,110	67,389	69,748	72,189	74,716	77,331	80,037
Deputy City Clerk Human Resources Technician II Payroll Technician II	20	63,241	65,455	67,746	70,117	72,571	75,111	77,740	80,461	83,277	86,191
Executive Assistant Executive Assistant to the City Manager Paralegal	24	69,806	72,250	74,778	77,396	80,105	82,908	85,810	88,813	91,922	95,139
Information Technology Analyst	34	89,358	92,486	95,723	99,073	102,541	106,130	109,844	113,689	117,668	121,786

CITY OF ROCKLIN
MANAGEMENT SALARY SCHEDULE
(Annual Salary)
Effective July 13, 2024

Classification	Range	1	2	3	4	5	6	7	8	9	10
Associate Management Analyst	5	$ 76,313	$ 78,984	$ 81,748	$ 84,610	$ 87,571	$ 90,636	$ 93,808	$ 97,091	$ 100,490	$ 104,007
Payroll Administrator	6	78,221	80,959	83,792	86,725	89,760	92,902	96,153	99,519	103,002	106,607
Code Enforcement Program Manager Management Analyst Manager of Police Records and Communications	15	97,687	101,106	104,645	108,307	112,098	116,022	120,082	124,285	128,635	133,137
Principal Information Technology Analyst	16	100,129	103,634	107,261	111,015	114,901	118,922	123,084	127,392	131,851	136,466
Parks and Recreation Manager Public Works Manager	17	102,632	106,225	109,942	113,790	117,773	121,895	126,162	130,577	135,147	139,878
City Clerk Manager of Building Services Principal Planner Senior Engineer Senior Management Analyst	18	105,198	108,880	112,691	116,635	120,717	124,943	129,316	133,842	138,526	143,374
Manager of Planning Services	19	107,828	111,602	115,508	119,551	123,735	128,066	132,548	137,188	141,989	146,959
Principal Management Analyst	20	110,524	114,392	118,396	122,540	126,829	131,268	135,862	140,617	145,539	150,633
Information Technology Manager	22	116,119	120,183	124,390	128,743	133,249	137,913	142,740	147,736	152,907	158,259
Chief Building Official	23	119,022	123,188	127,500	131,962	136,581	141,361	146,309	151,429	156,730	162,215
Deputy Director of Administrative Services	26	128,174	132,660	137,303	142,109	147,082	152,230	157,558	163,073	168,781	174,688
City Engineer/Deputy Director of Community Development	27	131,378	135,976	140,736	145,661	150,760	156,036	161,497	167,150	173,000	179,055
Deputy Fire Chief Assistant City Attorney	31	145,017	150,093	155,346	160,783	166,410	172,235	178,263	184,502	190,960	197,643
Director of Community Development Director of Parks and Recreation	32	148,642	153,845	159,229	164,803	170,571	176,541	182,719	189,115	195,734	202,584
Director of Public Works	34	156,167	161,633	167,290	173,146	179,206	185,478	191,970	198,689	205,643	212,840
Police Captain	35	160,072	165,674	171,473	177,474	183,686	190,115	196,769	203,656	210,784	218,161

Classification	Range	1	2	3	4	5	6	7	8	9	10
Director of Administrative Services	36	164,073	169,816	175,760	181,911	188,278	194,868	201,688	208,747	216,053	223,615
Assistant City Manager	38	172,380	178,413	184,657	191,120	197,810	204,733	211,899	219,315	226,991	234,936
Fire Chief Police Chief	40	181,106	187,445	194,006	200,796	207,824	215,098	222,626	230,418	238,482	246,829

	Salary	Resolution No.	Date Adopted
City Attorney	230,625	2024-xxx	06/25/2024
City Manager	268,632	2024-xxx	06/25/2024

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: At-Grade Railroad Roadway and Pedestrian Improvements Project

Date: June 25, 2024

Submitted By: David Mohlenbrok, Director of Community Development
Hunter Young, City Engineer/Deputy Director of Community Development

Department: Community Development

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding a Professional Services Contract for Engineering Services for the At-Grade Railroad Roadway and Pedestrian Improvements Project to Kimley-Horn and Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving Reimbursement Agreements with Union Pacific Railroad (UPRR) Company for Preliminary Engineering Services for the At-Grade Railroad Roadway and Pedestrian Improvements Project and Authorizing the City Manager to Execute the Agreements.

Background:

In 1864, the City of Rocklin was recognized as a destination along the first transcontinental railroad. This began a long, rich history of connectivity. Today the City has seven locations where City streets cross the railroad tracks at-grade: Farron Street, Rocklin Road, Midas Avenue (2 crossings), Americana Way, Del Mar Avenue, Pacific Street, and Dominguez Road. To ensure pedestrians have safe, accessible paths across these tracks, City staff conducted field investigations to determine if any improvements may be needed.

Early conversations with UPRR's consultant team shaped the City's scope of work as well as set forth expectations for advancing the project. While each crossing may benefit from some enhancements, to best utilize the limited funding available, preliminary design work will be prioritized to four locations as follows: 1) Farron Street, 2) Del Mar Avenue, 3) Midas Avenue, and 4) Dominguez Road. These locations have no pedestrian connectivity across the railroad tracks, whereas the other crossings have at least one pedestrian pathway across the tracks.

Staff anticipate first designing improvements for the Farron Street crossing. Provided there is sufficient funding remaining (see discussion further below), the Del Mar Avenue crossing may also see improvements in the design phase. In addition to the aforementioned Farron Street and Del Mar Avenue sites, on-site field reviews with UPRR and California Public Utilities Commission (CPUC) staff will occur at the Midas Avenue and Dominguez Road crossings in

order to ascertain what roadway and railroad improvements would be required if the City were to move forward with construction at these locations in the future. Until these field reviews are conducted, the exact scope of the design for each location, as well as the associated design and construction costs, are unknown and therefore, it is uncertain at this time how far the City's limited funding for this project will be able to accommodate the different locations being considered.

On March 22, 2024, the City issued a Request for Proposals (RFP). On April 30, 2024, the City received four proposals from qualified engineering firms. An internal review panel from the Community Development Department evaluated these proposals on the basis of each firm's experience and qualifications, understanding of the services proposed, and completeness of the proposal and any supporting documents. Subsequent consultant interviews were conducted on May 23, 2024, resulting in a staff recommendation to award the design contract to Kimley-Horn and Associates, Inc (KHA), as this firm was determined to be the most qualified to perform the professional services in connection with the project.

UPRR Reimbursement Agreements

UPRR will support the City's consultant team in administering the project and will require the City to be responsible for all UPRR staff costs. To this end, UPRR separated the four railroad crossings into two Reimbursement Agreements for Preliminary Engineering Services, with an estimated cost of $45,000 each. These agreements are non-negotiable and must be executed prior to UPRR staff commencing work. It must also be noted that these are estimates and the City will be responsible for the total amount of the actual costs incurred. Staff will proactively monitor UPRR's cost in comparison to the project budget. Upon completion of the design phase, staff will return to the City Council to consider a UPRR-required Construction and Maintenance Agreement prior to the City commencing construction.

Funding

The project is the recipient of $3,907,854 in federal Surface Transportation Block Grant (STBG) funds from the Placer County Transportation Planning Agency (PCTPA) with $450,000 of these funds being set aside for the design phase of work. Both the local match for the grant as well as the railroad reimbursement agreements will be funded from the SB 325 Gas Tax Fund (210).

Fiscal Impact:

The total contracts' not-to-exceed amounts from KHA, as well as the railroad reimbursement agreements, are within the 2025–2029 Capital Improvement Program budget for Fiscal Year 2024/25.

ATTACHMENTS:

1. Resolution A - Kimley-Horn and Associates, Inc.
2. Resolution A Exhibit A - Kimley-Horn and Associates, Inc. Contract
3. Resolution B - Union Pacific Railroad
4. Resolution B Exhibit A - Reimbursement Agreement - Del Mar and Dominguez
5. Resolution B Exhibit B - Reimbursement Agreement - Farron and Midas

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING A PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES FOR THE AT-GRADE RAILROAD ROADWAY AND PEDESTRIAN IMPROVEMENTS PROJECT TO KIMLEY-HORN AND ASSOCIATES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the At-Grade Railroad Roadway and Pedestrian Improvements Project consists of providing safe, accessible paths of travel for pedestrians across multiple at-grade railroad crossings, subject to funding;

WHEREAS, City staff issued a Request for Proposals on March 22, 2024 to provide professional engineering services for the project;

WHEREAS, on April 30, 2024, four (4) proposals were received;

WHEREAS, staff selected Kimley-Horn and Associates, Inc. as the most qualified team to provide engineering services for a not-to-exceed contract amount of $561,865.11; and

WHEREAS, federal funds in the amount of $450,000 (Fund 240) and gas tax funds (Fund 210) in the amount of $111,865.11 are budgeted in the 2025 – 2029 Capital Improvement Program in Fiscal Year 2024/25 to support design.

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

Section 1. Awards the professional engineering services contract for the At-Grade Railroad Roadway and Pedestrian Improvements Project to Kimley-Horn and Associates in the amount of $561,865.11 and authorizes the City Manager to execute an agreement in substantially the form attached hereto as Exhibit “A”.

PASSED AND ADOPTED this 25th day of June, 2024 by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT 10-R

Professional Services Agreement between the
City of Rocklin and Kimley-Horn and Associates, Inc.

Professional Engineering Services for the
At-Grade Railroad Roadway and Pedestrian Improvements Project

TABLE OF CONTENTS

Page

ARTICLE I INTRODUCTION 3
ARTICLE II CONSULTANT'S REPORTS OR MEETINGS 4
ARTICLE III STATEMENT OF WORK 4
ARTICLE IV PERFORMANCE PERIOD 5
ARTICLE V ALLOWABLE COSTS AND PAYMENTS 5
ARTICLE VI TERMINATION 6
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS 7
ARTICLE VIII RETENTION OF RECORD/AUDITS 7
ARTICLE IX AUDIT REVIEW PROCEDURES 7
ARTICLE X SUBCONTRACTING 9
ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES 10
ARTICLE XII STATE PREVAILING WAGE RATES 11
ARTICLE XIII CONFLICT OF INTEREST 14
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION 15
ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING 15
ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE 16
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION 17
ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION 17
ARTICLE XIX INSURANCE 24
ARTICLE XX FUNDING REQUIREMENTS 26
ARTICLE XXI CHANGE IN TERMS 27
ARTICLE XXII CONTINGENT FEE 27
ARTICLE XXIII DISPUTES 27
ARTICLE XXIV INSPECTION OF WORK 27
ARTICLE XXV SAFETY 27
ARTICLE XXVI OWNERSHIP OF DATA 28

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR 28
ARTICLE XXVIII CONFIDENTIALITY OF DATA 29
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION 29
ARTICLE XXX EVALUATION OF CONSULTANT 29
ARTICLE XXXI RETENTION OF FUNDS 30
ARTICLE XXXII NOTIFICATION 35
ARTICLE XXXIII CONTRACT 35
ARTICLE XXXIV SIGNATURES 36

ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
Kimley-Horn and Associates, Inc.
Incorporated in the State of North Carolina

The Project Manager for the "CONSULTANT" will be Kevin Aguigui

The name of the "LOCAL AGENCY" is as follows:
City of Rocklin

The Contract Administrator for LOCAL AGENCY will be Hunter Young, City Engineer/Deputy Director of Community Development

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated May 28, 2024. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment No. 1 and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds

LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT 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 LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

Subject to the terms and conditions set forth in this AGREEMENT, CONSULTANT shall provide to the CITY the services described in the Scope of Work attached as Attachment 2. CONSULTANT shall provide the services at the time, place and in the manner specified in Attachment 2. CONSULTANT shall not be compensated for services outside the scope of Attachment 2 unless prior to the commencement of the services: (a) CONSULTANT notifies the CITY and CITY agrees the services are outside the scope of Attachment 2; (b) CONSULTANT 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.

CONSULTANT shall perform all services required pursuant to this AGREEMENT according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. CONSULTANT shall assign only competent personnel to perform services pursuant to this AGREEMENT. In the event that CITY, in its sole discretion, at any time during the term of this AGREEMENT, requests in writing the reassignment of any such persons to ensure CONSULTANT performs services in accordance with the Standard of Performance, CONSULTANT shall, immediately upon receiving CITY's request, reassign such persons.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on June 25, 2024, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2028, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $39,450.57. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Agency: City of Rocklin
Contract Admin: Hunter Young
3970 Rocklin Road, Rocklin, CA 95677

I. The total amount payable by LOCAL AGENCY, including the fixed fee, shall not exceed $561,865.11.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this

AGREEMENT, based on the work performed up to the point of termination. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this

AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective

amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established

LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance).

These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, 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 CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

    c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or

potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred

thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the

Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible

to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 16.0% Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment, or in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.
Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants
After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.

3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:

    - One or more above listed justifiable reasons along with supporting documentation
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants
After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:

    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

        - Description of scope of work and cost proposal
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

    - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment

- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

    - Name and business address of each 1st-tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment)*

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly

submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier.

The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to

business.support.unit@dot.ca.gov with a copy to local administering agencies.
For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

A. CONSULTANT agrees to have and maintain, at its own cost and expense, 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 CONSULTANT, 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.

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.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions

issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to

make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT
The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

1. The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

2. The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

a. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:\

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

B. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the

benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES
KEVIN AGUIGUI, Project Manager
1300 CLAY STREET, SUITE 900
Oakland, CA 94612

LOCAL AGENCY:

CITY OF ROCKLIN
HUNTER YOUNG, Contract Administrator
3970 ROCKLIN ROAD
ROCKLIN, CA 95677

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CITY OF ROCKLIN

_____
Aly Zimmermann, City Manager

Date: _____

ATTEST:

_____
Avinta Singh, City Clerk

Date: _____

APPROVED AS TO FORM

_____
Matthew McOmber, City Attorney

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

_____
Randy Durrenberger, Sr. Vice President

Date: 6/4/2024

Attachments

1. Cost Proposal
2. Scope of Work

CITY OF ROCKLIN

At-Grade Railroad Roadway and Pedestrian Improvements Project
Federal Project No. STPL-5095 (028)
Farron Street and Delmar Avenue Crossings

		Kimley-Horn and Associates, Inc.																	
	Name	Kevin Aguigui	Elbert Chang	John Pulliam	Peter Meyerhofer	Lauren Jumanan	Taylor Brown	Robert Paderna	Tim Miller	Tyler Whaley	Alex Jewell	Sr. Professional II	Sr. Professional I	Professional	Analyst II	Analyst I	Project Support	TOTAL HOURS	TOTAL COST
	Category/Title	Project Manager	QC/QA	QC/QA	Principal-in-Charge	Task Lead	Task Lead	Task Lead	Task Lead	Task Lead	Task Lead								
	Direct Rate	$129.90	$104.62	$104.82	$92.50	$68.70	$49.52	$84.86	$76.74	$84.38	$85.24	$100.58	$75.44	$64.62	$51.94	$44.04	$46.70		
Task 1	**Project Management and Coordination**	**32**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**8**	**24**	**0**	**16**	**100**	**$ 8,244.56**
1.1	Project Management and Coordination	32			4								16	8	24		16	100	$ 8,244.56
Task 2	**Utility Coordination**	**4**	**0**	**0**	**0**	**24**	**64**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**0**	**16**	**0**	**124**	**$ 7,076.24**
2.1	Utility Coordination	4				24	48							16				92	$ 5,579.28
2.2	Field Utility Locating and Marking						8									8		16	$ 748.48
2.3	Potholing (up to four ~~six~~ for utility locating)						8									8		16	$ 748.48
Task 3	**Preliminary Engineering (35% Concept Design)**	**8**	**0**	**0**	**0**	**28**	**48**	**18**	**0**	**8**	**0**	**0**	**8**	**0**	**80**	**8**	**4**	**210**	**$ 12,840.12**
3.1	Topographic Survey and Base Mapping					4	8								16	8		36	$ 1,854.32
3.2	Lighting Analysis	4						10							24			38	$ 2,614.76
3.3	35% Concept design	4				24	40	8		8			8		40		4	136	$ 8,371.04
Task 4	**Environmental**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**28**	**0**	**0**	**0**	**0**	**70**	**0**	**108**	**$ 6,768.52**
4.1	Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map	2									4					40		46	$ 2,362.36
4.2	Technical Work Study Program	2									4					6		12	$ 865.00
4.3	CEQA and NEPA Compliance	2									4					20		26	$ 1,481.56
4.4	Environmental Meetings and Coordination	2									12							14	$ 1,282.68
4.5	Biological Resources Assessment	1									2					2		5	$ 388.46
4.6	Cultural Resources Reports	1									2					2		5	$ 388.46
Task 5	**Community Engagement**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**4**	**44**	**$ 4,084.24**
5.1	Community Engagement							8				32					4	44	$ 4,084.24
Task 6	**Right of Way Engineering**	**0**	**0**	**0**	**0**	**8**	**32**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**8**	**56**	**$ 3,111.36**
6.1	TCEs and PTECs (UPRR R/W)					8	32						8				8	56	$ 3,111.36
Task 7	**Plans, Specifications, and Estimate (PS&E)**	**36**	**10**	**14**	**4**	**112**	**240**	**36**	**28**	**72**	**0**	**0**	**88**	**64**	**32**	**284**	**32**	**1052**	**$ 64,856.56**
7.1	65% Design	8	2	4	2	36	88	8	8	24			40	16	16	100	12	364	$ 21,848.56
7.2	95% Design	8	6	6		52	104	24	16	32			32	16	16	120	12	444	$ 27,107.20
7.4	100% Design	4	2	4	2	24	48	4	4	16			16			48	8	180	$ 11,049.92
7.5	Railroad Preemption	16												32		16		64	$ 4,850.88
Task 8	**UPRR and CPUC Coordination**	36	0	0	0	70	112	0	0	0	0	0	0	0	0	32	0	250	**$ 16,440.92**
8.1	UPRR and CPUC Coordination	16				40	40									16		112	$ 7,511.84
8.2	Field Diagnostic Meetings	14				8	24											46	$ 3,556.68
8.3	GO 88-B Preparation and Coordination	4				4	20									16		44	$ 2,489.44
8.4	Other Coordination	2				18	28											48	$ 2,882.96
	TOTAL HOURS	**126**	**10**	**14**	**8**	**242**	**496**	**62**	**28**	**80**	**28**	**32**	**120**	**88**	**136**	**410**	**64**	**1944**	
	Subtotal Direct Labor:	**$16,367.40**	**$1,046.20**	**$1,467.48**	**$740.00**	**$16,625.40**	**$24,561.92**	**$5,261.32**	**$2,148.72**	**$6,750.40**	**$2,386.72**	**$3,218.56**	**$9,052.80**	**$5,686.56**	**$7,063.84**	**$18,056.40**	**$2,988.80**		**$ 123,422.52**
	Escalation																		$10,050.34
196.54%	Overhead (196.54% includes FCCM of 0.97%)																		$ 262,327.57
	Subtotal Labor & Overhead:																		**$ 395,800.43**
10%	Fee - Fee is not charged on the FCCM portion of the ICR																		$ 39,450.57
	Subtotal Labor, Overhead & Fee:																		**$ 435,251.00**
	Other Direct Costs																		**$ 126,614.11**
	Travel/Mileage																		$ 300.00
	Outside Printing																		$ 250.00
	Fed-Ex/Courier/Overnight Delivery																		$ 150.00
	Bargas (DBE)																		$ 17,591.05
	BESS Testlab																		$ 30,019.78
	Parikh (DBE)																		$ 24,572.60
	Unico (DBE)																		$ 49,930.68
	Wiltec - Traffic Counts (DBE)																		$ 3,800.00
	TOTAL COST:																		**$ 561,865.11**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No. STPL-5095 (028) Contract No. _____ Date 5/28/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Aguigui, Kevin	126	$129.90	$ 16,367.40
QC/QA	Chang, Elbert	10	$104.62	$ 1,046.20
QC/QA	Pulliam, John	14	$104.82	$ 1,467.48
Principal-in-Charge	Meyerhofer, Peter	8	$92.50	$ 740.00
Task Lead	Jumanan, Lauren	242	$68.70	$ 16,625.40
Task Lead	Brown, Taylor	496	$49.52	$ 24,561.92
Task Lead	Paderna, Robert	62	$84.86	$ 5,261.32
Task Lead	Miller, Timothy	28	$76.74	$ 2,148.72
Task Lead	Whaley, Tyler	80	$84.38	$ 6,750.40
Task Lead	Jewell, Alex	28	$85.24	$ 2,386.72
Sr. Professional II	TBD	32	$100.58	$ 3,218.56
Sr. Professional I	TBD	120	$75.44	$ 9,052.80
Professional	TBD	88	$64.62	$ 5,686.56
Anayst II	TBD	136	$51.94	$ 7,063.84
Analyst I	TBD	410	$44.04	$ 18,056.40
Project Support	TBD	64	$46.70	$ 2,988.80

LABOR COSTS

a) Subtotal Direct Labor Costs $ 123,422.52

b) Anticipated Salary Increases (see Anticpated Salary Increases page for calculation) $ 10,050.34

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 133,472.86**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ -

f) FCCM (Rate: 0.97%) g) FCCM [(c) x (f) $ 1,294.69

h) Overhead (Rate: 195.57%) i) Overhead [(c) x (h)] $ 261,032.88

j) **TOTAL INDIRET COSTS** [(e) + (g) + (i)] **$ 262,327.57**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (e) + (i)* fixed fee 10%] **$ 39,450.57**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quatity	Unit	Unit Cost	Total
Travel/Mileage			$0.00	$ 300.00
Outside Printing			$0.00	$ 250.00
Fed-Ex/Courier/Overnight Delivery			$0.00	$ 150.00
Wiltec - Traffic Counts (DBE)			$0.00	$ 3,800.00

l) **TOTAL OTHER DIRECT COSTS** **$ 4,500.00**

m) **SUBCONSULTANTS' COSTS**

Subconsultant 1:	Bargas (DBE)	$ 17,591.05
Subconsultant 2:	BESS Testlab	$ 30,019.78
Subconsultant 3:	Parikh (DBE)	$ 24,572.60
Subconsultant 4:	Unico (DBE)	$ 49,930.68

(m) TOTAL SUBCONSULTANS' COSTS **$ 122,114.11**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 126,614.11**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 561,865.11**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
	$ 123,422.52	/	1944	=	$63.49	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$63.49	+	5.5%	=	$66.98	Year 2 Avg Hourly Rate
Year 2	$66.98	+	5.5%	=	$70.66	Year 3 Avg Hourly Rate
Year 3	$70.66	+	5.5%	=	$74.55	Year 4 Avg Hourly Rate
Year 4	$74.55	+	5.5%	=	$78.65	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	0.00%	*	1944	=	0	Estimated Hours Year 1
Year 2	65.00%	*	1944	=	1263.6	Estimated Hours Year 2
Year 3	25.00%	*	1944	=	486	Estimated Hours Year 3
Year 4	10.00%	*	1944	=	194.4	Estimated Hours Year 4
Year 5	0.00%	*	1944	=	0	Estimated Hours Year 5
Total	100%		Total	=	1944	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$63.49	*	0	=	$0.00	Estimated Hours Year 1
Year 2	$66.98	*	1263.6	=	$84,636.99	Estimated Hours Year 2
Year 3	$70.66	*	486	=	$34,343.09	Estimated Hours Year 3
Year 4	$74.55	*	194.4	=	$14,492.78	Estimated Hours Year 4
Year 5	$78.65	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$133,472.86	
Direct Labor Subtotal before escalation	=	$123,422.52	
Estimated total of Direct Labor Salary Increase	=	**$10,050.34**	Transfer to Page 1

Period 1 = Contract inception through 6/30/24 Period 2 = 7/1/24 through 6/30/25
Period 3 = 7/1/25 through 6/30/26 Period 4 = 7/1/26 through 6/30/27 Period 5 = 7/1/27 through 6/30/28

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

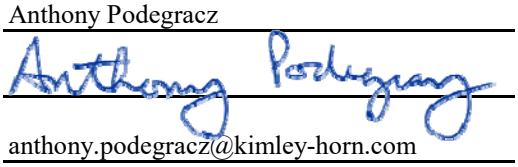
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 5/28/2024

Email: anthony.podegracz@kimley-horn.com Phone Number: 510-625-0712

Address: 1300 Clay Street, Suite 900, Oakland, CA 94612

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Bargas Environmental Consulting, LLC

Project No. STPL-5095 (028) Contract No. _____ Date 5/21/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	L. Arias	18.00	$ 53.85	$ 969.30
Scientist IV	A. Hallock	64.00	$ 35.70	$ 2,284.80
Scientist II	K. Sage	8.00	$ 24.00	$ 192.00
GIS	D. Baumbach	21.00	$ 40.00	$ 840.00
Principal	J. Benn	4.00	$ 55.29	$ 221.16
Scientist IV	D. Baumbach	6.00	$ 40.00	$ 240.00
Scientist II	S. Johnson	26.00	$ 27.50	$ 715.00
Technical Editor	L. Nations	8.00	$ 33.00	$ 264.00
Project Coordinator	T. Clarke	0.50	$ 27.60	$ 13.80
Principal	TBD		$ 64.34	$ -
Senior Scientist	TBD		$ 59.31	$ -
Scientist VI	TBD		$ 51.12	$ -
Scientist V	TBD		$ 44.75	$ -
Scientist IV	TBD		$ 39.37	$ -
Scientist III	TBD		$ 33.75	$ -
Scientist II	TBD		$ 30.00	$ -
Scientist I	TBD		$ 25.00	$ -
Project Coordinator IV	TBD		$ 28.75	$ -
Project Coordinator III	TBD		$ 26.15	$ -
Project Coordinator II	TBD		$ 23.30	$ -
Project Coordinator I	TBD		$ 21.25	$ -
GIS Manager	TBD		$ 50.43	$ -
GIS Specialist	TBD		$ 42.00	$ -
GIS Technician	TBD		$ 30.50	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 5,740.06

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ -

c) **Total Direct Labor Costs** [(a) + (b)] **$ 5,740.06**

INDIRECT COSTS

d) Fringe Benefits (Rate: 53.18%) e) Total Fringe Benefits [(c) x (d)] $ 3,052.56

f) Overhead (Rate: 108.31%) g) Overhead [(c) x (f) $ 6,217.06

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 9,269.62**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 1,500.97**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
Mileage Reimbursement	120	MI	$0.67	$ 80.40
NCIC Record Search Fee	1	LS	$1,000.00	$ 1,000.00

l) **TOTAL OTHER DIRECT COSTS** **$ 1,080.40**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 1,080.40**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 17,591.05**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 5,740.06	/	156	=	$36.91	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$36.91	+	5%	=	$38.76	Year 2 Avg Hourly
Year 2	$38.76	+	5%	=	$40.70	Year 3 Avg Hourly
Year 3	$40.70	+	5%	=	$42.73	Year 4 Avg Hourly Rate
Year 4	$42.73	+	5%	=	$44.87	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	155.5	=	155.5	Estimated Hours Year 1
Year 2	0.00%	*	155.5	=	0	Estimated Hours Year 2
Year 3	0.00%	*	155.5	=	0	Estimated Hours Year 3
Year 4	0.00%	*	155.5	=	0	Estimated Hours Year 4
Year 5	0.00%	*	155.5	=	0	Estimated Hours Year 5
Total	100%		Total	=	155.5	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$36.91	*	155.5	=	$5,740.06	Estimated Hours Year 1
Year 2	$38.76	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$40.70	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$42.73	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$44.87	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$5,740.06	
Direct Labor Subtotal before escalation	=	$5,740.06	
Estimated total of Direct Labor Salary Increase	=	**$0.00**	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

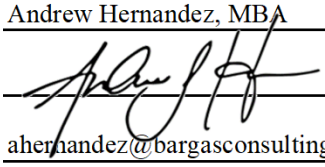
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: Andrew Hernandez, MBA Title*: Director

Signature:  Date of Certification (mm/dd/yyyy): 5/21/2024

Email: ahernandez@bargasconsulting.com Phone Number: (714) 365-8236

Address: 3604 Fair Oaks Blvd., Suite 180, Sacramento, CA 95864

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Biological and Cultural Resources Consulting

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant BESS Testlab Inc.

Project No. STPL-5095 (028) Contract No. _____ Date 5/21/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Felix Alvarez*	8	$62.50	$ 500.00
Project Coordination/ Admin	Neyda Gomez	8	$28.00	$ 224.00
Utility Foreman	Jaime Carranza**	12	$45.82	$ 549.84
Air-Vac Operator	Gibson Falepouono**	9	$52.60	$ 473.40
Air-Vac Operator (OT)	Gibson Falepouono**	1	$68.38	$ 68.38
Air-vac Helper	Alejandro Landeros (apprentice)**	8	$29.00	$ 232.00
Restoration Technician	Cristian Saucedo**	8	$36.25	$ 290.00
Traffic Control Technician	Juan Jardon**	24	$36.25	$ 870.00
Utility Locator	Juan Bugarin**	16	$45.82	$ 733.12
Adriana Rubio	Report Technician	4	$28.00	$ 112.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 4,052.74

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ 101.32

c) **Total Direct Labor Costs** [(a) + (b)] **$ 4,154.06**

INDIRECT COSTS

d) Fringe Benefits (Rate: 28.14%) e) Total Fringe Benefits [(c) x (d)] $ 1,168.95

f) Overhead (Rate: 95.46%) g) Overhead [(c) x (f) $ 3,965.46

h) General and Administrative (Rate: 47.74%) i) Gen & Admin [(c) x (h)] $ 1,983.15

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 7,117.56**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 1,127.16**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
Vacuum Excavator- Air	8	HR	$185.00	$ 1,480.00
Dump Fee	1	EA	$1,100.00	$ 1,100.00
Backfill Material	4	EA	$115.00	$ 460.00
Utility Locator w/ GPR & EM equipment with Truck	8	HR	$38.00	$ 304.00
Dump Truck w/ restoration Equimpent	8	HR	$75.00	$ 600.00
Traffic Control Arrow Board Truck w/ Cones ect.	16	HR	$67.00	$ 1,072.00
Traffic Control Plans	2	EA	$450.00	$ 900.00
UPRR Rail Pro Flagger- Cost+ 10% (Allowance)	1	DAY	$475.00	$ 950.00
UPRR Encroachment Permit- Cost+10% (Allowance)	1	L/S	$3,250.00	$ 6,500.00
City Encroachment Permit- Cost+10% (Allowance)	1	L/S	$1,255.50	$ 3,500.00
Air-Vac Mobilization Fee	1	HR	$299.00	$ 299.00
1 Person Utility Truck Mobilization Fee	4	HR	$114.00	$ 456.00

l) **TOTAL OTHER DIRECT COSTS** **$ 17,621.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 17,621.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 30,019.78**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 4,052.74	/	98	=	$41.35	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$41.35	+	5%	=	$43.42	Year 2 Avg Hourly
Year 2	$43.42	+	5%	=	$45.59	Year 3 Avg Hourly
Year 3	$45.59	+	5%	=	$47.87	Year 4 Avg Hourly Rate
Year 4	$47.87	+	5%	=	$50.27	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	98	=	49	Estimated Hours Year 1
Year 2	50.00%	*	98	=	49	Estimated Hours Year 2
Year 3	0.00%	*	98	=	0	Estimated Hours Year 3
Year 4	0.00%	*	98	=	0	Estimated Hours Year 4
Year 5	0.00%	*	98	=	0	Estimated Hours Year 5
Total	100%		Total	=	98	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$41.35	*	49	=	$2,026.37	Estimated Hours Year 1
Year 2	$43.42	*	49	=	$2,127.69	Estimated Hours Year 2
Year 3	$45.59	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$47.87	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$50.27	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$4,154.06	
Direct Labor Subtotal before escalation	=	$4,052.74	
Estimated total of Direct Labor Salary Increase	=	**$101.32**	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Felix Alvarez Title*: Project Manager

Signature: Felix Alvarez Date of Certification (mm/dd/yyyy): 5/21/2024

Email: falvarez@besstestlab.com Phone Number: (510)731-4214

Address: 2463 Tripaldi Way, Hayward CA, 95454

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Utility Coordination

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant PARIKH CONSULTANTS., INC.

Project No. STPL-5095 (028) Contract No. _____ Date 5/20/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	TBD	2	$113.88	$ 227.76
Sr. Project Engineer/QA QC Manager	TBD	3	$82.53	$ 247.59
Sr. Project Engineer/Geologist	TBD	15	$76.23	$ 1,143.45
Sr. Staff Engineer/PE	TBD	28	$50.00	$ 1,400.00
Field Engineer/Geologist	TBD	8	$57.05	$ 456.40
Lab Technician	TBD	8	$35.02	$ 280.16

LABOR COSTS

a) Subtotal Direct Labor Costs $ 3,755.36

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ 93.88

c) **Total Direct Labor Costs [**(a) + (b)] **$ 3,849.24**

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.19%) e) Total Fringe Benefits [(c) x (d)] $ 1,662.49

f) Overhead (Rate: 129.18%) g) Overhead [(c) x (f) $ 4,972.45

h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 6,634.94**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 1,048.42**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
Encroachment Permit	1	event	$1,000.00	$ 1,000.00
Drilling/coring Mob/Demob	2	hour	$500.00	$ 1,000.00
Drilling/coring per shift	1	shift	$2,500.00	$ 2,500.00
Grouting/sealing core holes	4	per core	$10.00	$ 40.00
Traffic control per shift	1	per shift	$2,500.00	$ 2,500.00
Geocon Inc. ADL Testing (combine work with all 4 sites, prorated costs only for 2 sites).	1	per task	$6,000.00	$ 6,000.00

l) **TOTAL OTHER DIRECT COSTS** **$ 13,040.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 13,040.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 24,572.60**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 3,755.36	/	128	=	$29.34	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$29.34	+	5%	=	$30.81	Year 2 Avg Hourly
Year 2	$30.81	+	5%	=	$32.35	Year 3 Avg Hourly
Year 3	$32.35	+	5%	=	$33.96	Year 4 Avg Hourly Rate
Year 4	$33.96	+	5%	=	$35.66	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	128	=	64	Estimated Hours Year 1
Year 2	50.00%	*	128	=	64	Estimated Hours Year 2
Year 3	0.00%	*	128	=	0	Estimated Hours Year 3
Year 4	0.00%	*	128	=	0	Estimated Hours Year 4
Year 5	0.00%	*	128	=	0	Estimated Hours Year 5
Total	100%		Total	=	128	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$29.34	*	64	=	$1,877.68	Estimated Hours Year 1
Year 2	$30.81	*	64	=	$1,971.56	Estimated Hours Year 2
Year 3	$32.35	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$33.96	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$35.66	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$3,849.24	
Direct Labor Subtotal before escalation	=	$3,755.36	
Estimated total of Direct Labor Salary Increase	=	**$93.88**	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
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Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: GARY PARIKH Title*: SEN. PRINCIPAL

Signature: Date of Certification (mm/dd/yyyy): 5/20/2024

Email: gparikh@parikhnet.com Phone Number: 408-595-2525

Address: 3050 Fite Circle, Suite 202, Sacramento, Ca 95827

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant UNICO Engineering

Project No. STPL-5095 (028) Contract No. _____ Date 5/28/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Survey Manager	Rob Markes	5	$88.00	$ 440.00
Drafter	Staff	0	$32.00	$ -
Senior Land Surveyor	Ryan Ming	26	$70.35	$ 1,829.10
Land Surveyor	Todd Jordan	4	$53.00	$ 212.00
Land Surveyor	Roy Porter	24	$40.50	$ 972.00
Party Chief	Staff	32	$85.47	$ 2,735.04
Rodman	Staff	24	$78.00	$ 1,872.00
Survey Technician	Staff	24	$32.00	$ 768.00
Resident Engineer	Lacey Smith	40	$90.00	$ 3,600.00
Assistant Resident Engineer	Staff	60	$64.00	$ 3,840.00
Construction Inspector	Staff	20	$65.00	$ 1,300.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 17,568.14

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ -

c) **Total Direct Labor Costs** [(a) + (b)] **$ 17,568.14**

INDIRECT COSTS

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)] $ -

f) Overhead (Rate: 144.92%) g) Overhead [(c) x (f) $ 25,459.75

h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 25,459.75**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 4,302.79**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
Title Reports	4		$650.00	$ 2,600.00
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ 2,600.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 2,600.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 49,930.68**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 17,568.14	/	139	=	$126.39	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$126.39	+	5%	=	$132.71	Year 2 Avg Hourly
Year 2	$132.71	+	5%	=	$139.34	Year 3 Avg Hourly
Year 3	$139.34	+	5%	=	$146.31	Year 4 Avg Hourly Rate
Year 4	$146.31	+	5%	=	$153.63	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	139	=	139	Estimated Hours Year 1
Year 2	0.00%	*	139	=	0	Estimated Hours Year 2
Year 3	0.00%	*	139	=	0	Estimated Hours Year 3
Year 4	0.00%	*	139	=	0	Estimated Hours Year 4
Year 5	0.00%	*	139	=	0	Estimated Hours Year 5
Total	100%		Total	=	139	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$126.39	*	139	=	$17,568.14	Estimated Hours Year 1
Year 2	$132.71	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$139.34	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$146.31	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$153.63	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$17,568.14	
Direct Labor Subtotal before escalation	=	$17,568.14	
Estimated total of Direct Labor Salary Increase	=	**$0.00**	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

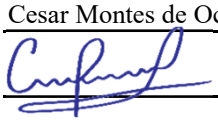
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Cesar Montes de Oca Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 5/28/2024

Email: cesar@unicoengineering.com Phone Number: 530.903.9023

Address: 80 Blue Ravine Road Suite 250 Folsom, CA 95630

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Survey and Constructability Review

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Rocklin 2. Contract DBE Goal: 16%
3. Project Description: Pedestrian and roadway improvements at various at-grade railroad crossings.
4. Project Location: Railroad crossings at: Farron & Del Mar Ave
5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: $561,865.11
8. Total Dollar Amount for **ALL** Subconsultants: $125,914.11 9. Total Number of **ALL** Subconsultants: 5

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Biological and cultural	41165	Bargas Environmental Consulting, LLC 3604 Fair Oaks Bl Ste.180 Sacramento, CA, 95864 Angela DePaoli, 916-993-9218	$17,591.05
Hazmat	20259	PARIKH Consultants, Inc. 1497 N Milpitas Blvd Milpitas, CA 95035 David Wang, 408-452-9000	$18,572.60
Surveying, plats and legals, constructability review	41342	UNICO Engineering, Inc. 80 Blue Ravine Rd Ste 250 Folsom, CA 95630 Cesar Montes de Oca, 916-900-6623	$49,930.68
Data collection, traffic counts	8440	WILTEC, Inc. 596 N Lake Ave, Ste 301 Pasadena, CA 91101 Moses Wilson, 626-564-1944	$3,800
		14. TOTAL CLAIMED DBE PARTICIPATION	**$89,894.33**
			16.00%

Local Agency to Complete this Section

20. Local Agency Contract Number: N/A
21. Federal-Aid Project Number: STPL-5095 (028)
22. Contract Execution Date: 25 June 2024

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

Andrew Shaw Digitally signed by Andrew Shaw Date: 2024.06.04 15:56:51 -07'00' — 4 June 2024
23. Local Agency Representative's Signature — 24. Date
Andrew Shaw — 916-625-5147
25. Local Agency Representative's Name — 26. Phone
Associate Civil Engineer
27. Local Agency Representative's Title

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

15. Preparer's Signature — 5/28/24 — 16. Date
Randy Durrenberger, P.E. — 510.350.0239
17. Preparer's Name — 18. Phone
Sr. Vice President
19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

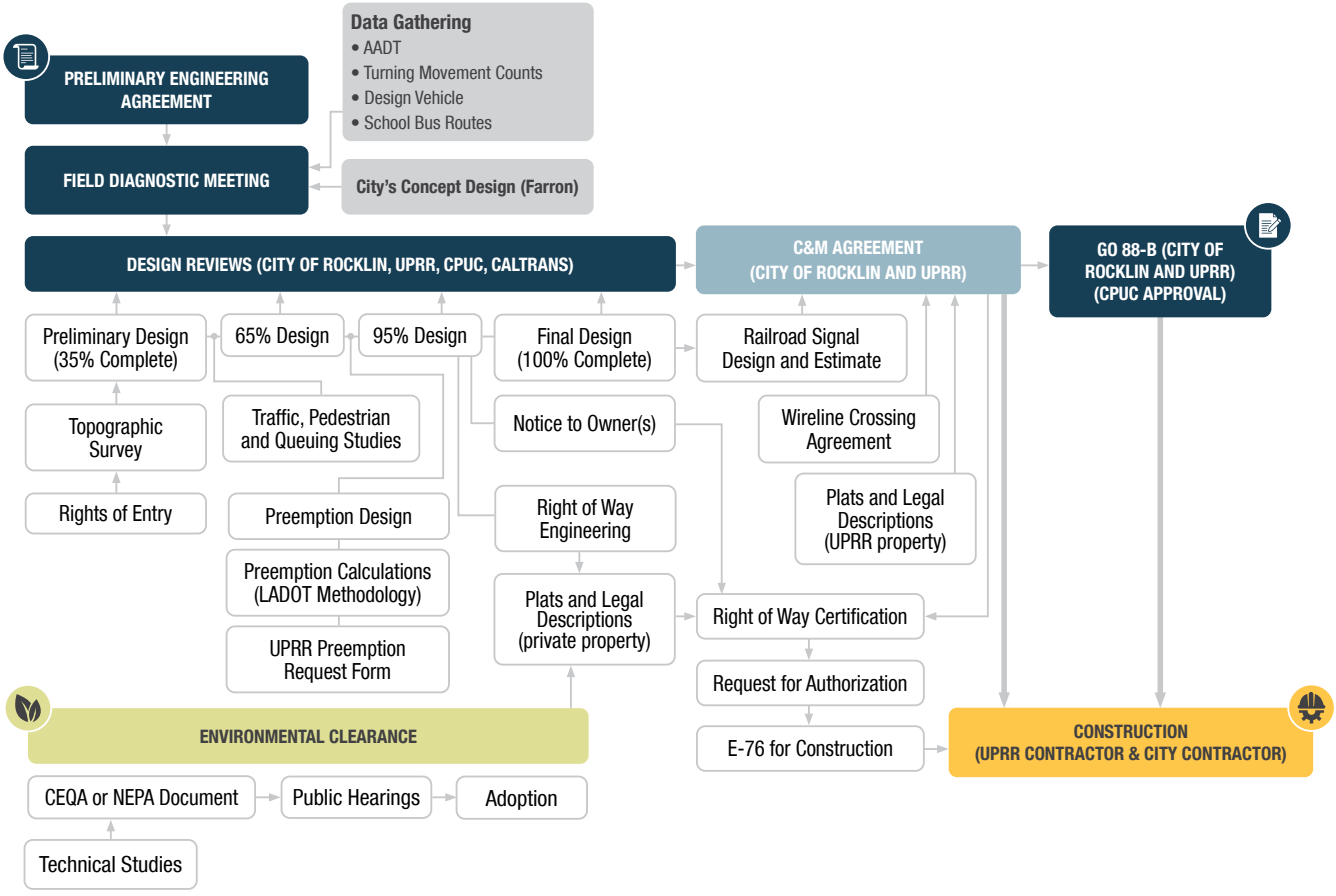
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Scope of Work

The following section outlines our team's detailed Scope of Work which includes the following tasks.

- **Task 1 -** Project Management and Coordination
- **Task 2 -** Utility Coordination
- **Task 3 -** Preliminary Engineering (35% Concept Design)
- **Task 4 -** Environmental
- **Task 5 -** Public Engagement
- **Task 6 -** Right-of-Way Engineering
- **Task 7 -** Plans, Specifications, and Estimate (PS&E)
- **Task 8 -** UPRR and CPUC Coordination
- **Task 9 -** Bidding and Construction Support

The figure below presents the work flow that our team has followed for similar grade crossing projects that are federally funded involving Caltrans Local Programs.



Task 1 - Project Management and Coordination

Kimley-Horn will be responsible for providing all contract management and quality control services throughout the duration of the project. Following receipt of Notice to Proceed (NTP), Kimley-Horn will schedule a project kick-off meeting with the City to discuss project goals, objectives, tasks, roles, and responsibilities. Kimley-Horn will prepare meeting agenda and meeting materials. Kimley-Horn will also prepare meeting notes capturing action items and key next steps.

Kimley-Horn will schedule and facilitate status meetings with the City to discuss the project progress, schedule, present design options, review alternatives, and document decisions and risks. These meetings will be held once a month for the duration of the project.

Task 1 Deliverables

- Project schedule and updates
- Meeting agendas and minutes for all design, coordination, and status meetings

Task 2 - Utility Coordination

Kimley-Horn will submit utility information request letters (Utility "A" letters) to private and public utility companies with facilities in the project area, including but not limited to:

- City of Rocklin
- Kinder Morgan
- Comcast
- CenturyLink/QWest Communications Co.
- Consolidated Communications
- Pacific Gas & Electric
- Placer County Water Agency
- South Placer Municipal Utility District
- AT&T
- Verizon Business
- T-Mobile
- TelePacific Communications
- Wave Broadband

Once we obtain utility information from the utility companies, Kimley-Horn will develop a utility base map showing all existing utilities. A utility matrix will be created to track discussions and data received from the various utility agencies.

In addition, our team proposes to conduct field utility locating/marking of the project crossing areas as part of the utility coordination services. This will involve field marking of existing underground utilities. Once marked, our team will incorporate these field findings into the project base mapping.

If needed, Utility "B" letters will be prepared at the 65% design stage and sent to the City for review and approval. Once approved, Kimley-Horn will send the Utility "B" Letter and two copies of the 65% plans to the utility companies for review and to indicate where there are conflicts with their utilities (existing and future). Also, if needed, Utility "C" letters will be prepared at the 100% design stage and submitted to the City for review and approval prior to sending to the affected utility companies.

As needed, Kimley-Horn will prepare Reports of Investigation (ROIs), utility conflict exhibits, cost estimates, and draft utility agreements, and other required documents needed by the utilities and/or Caltrans Local Assistance staff. This effort is part of the 'B' and 'C' Letters of utility coordination.

Our team will conduct potholing after the 65% design comments are received. We have assumed up to six (6) utility locating holes as part of this scope of work.

Task 2 Deliverables

- Utility Matrix
- Copies of Utility "A" Letters
- Utility field marking report
- Potholing report (as necessary)
- Copies of Utility "B" and "C" Letters (as necessary)

Task 3 - Preliminary Engineering (35% Concept Design)

Kimley-Horn will prepare the preliminary engineering designs (35% Concept Designs) and conduct other related activities associated with preliminary engineering. This includes the assessment of the potential issues such as right-of-way constraints, accessibility, drainage, grading, etc.

Preliminary engineering level alignments and design for improvements described in the project description which includes 35% design drawings and construction cost estimates submitted to the City in electronic format (AutoCAD and Excel). The intent of this estimate is to provide the City with the refined initial determination of whether the funding aligns with the proposed improvements.

To the extent possible at this stage in the design, we will identify all public and private utilities that will be affected by construction of the project and determine limits of necessary utility relocation and identify parties responsible for relocation costs.

In addition, and to the extent possible at this stage in the design, Kimley-Horn will determine if any geotechnical engineering investigations are necessary for the project improvements. Any geotechnical engineering work, if necessary, will be included in Task 7.

Topographic Surveys

The Kimley-Horn team will conduct a topographic survey of the project area at each crossing. This includes up to 400 feet beyond the tracks along the roadways and up to 500 feet along the railroad tracks within UPRR right-of-way. If necessary, the Kimley-Horn Horn team will pull the required Right of Entry (ROE) permits from UPRR including the associated fees and required flagging. The topographic surveys will result in base mapping that will show the existing rights-of-way and easements based on right-of-way research and mapping by our team's licensed surveyor. This includes a verification of rights-of-way for all parcels fronting the project.

Traffic Counts

Peak period turning movement counts will be collected at the intersection of Farron Street/Pacific Street along with 24-hour average daily traffic counts. The turning movement counts including vehicles, pedestrians, and bicycles will be collected on one weekday (AM, midday, and PM) while the 24-hour counts will be collected on one weekday. Additionally, we will collect vehicular queuing data along the eastbound approach along Farron Street. These counts and queue date will be utilized during the railroad preemption planning and design, particularly at the Farron Street crossing, and will provide up to date crossing information data for CPUC and FRA database updates.

Lighting Analysis

A photometric lighting analysis will be conducted for the grade crossing locations which will conform to existing City of Rocklin lighting standards (if any) and the ANS/IES Recommended Practice for Lighting Roadway and Parking Facilities (RP-8-21). Kimley-Horn will coordinate with the City on current lighting and luminaire requirements. Should additional streetlights be necessary, we will coordinate with PG&E on the additional streetlights (see Task 7, PS&E Documents).

Task 3 Deliverables

- 35% plans and estimate, including topographic survey and right-of-way mapping
- Lighting analysis and exhibits for each crossing
- Traffic counts and studies (as required)
- Summary of geotechnical work (if any)

Task 4 - Environmental

The following environmental scope of work has been developed based on the following key assumptions:

- Supporting technical documents will be developed pursuant to both NEPA and CEQA guidelines as administered by the City, Caltrans, and FHWA.
- One project design alternative is assessed through environmental review.
- The proposed improvements are exempt from the Placer County Conservation Plan (PCCP) as Minor Activities and Activities on Existing Non-natural Lands per the PCCP User's Guide.

This work program will be initiated with the kick-off meeting/discussion which will define the parameters of the analysis, scheduling, and understanding of the project. To acquire relevant environmental data and background information, Kimley-Horn will coordinate with appropriate City departments, use previous studies for the area and other available files, and rely on existing exhibits, maps, and reference documents. Environmental issues that may require further detailed study or that may delay or affect the viability of the project will be documented.

4.1 Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map

Environmental issues that may require further detailed study will be documented in the PES for the City/Caltrans concurrence prior to the initiation of the technical study work program. Kimley-Horn will draft a PES Form for City review. As part of this task, Kimley-Horn will draft the Area of Potential Effects (APE) map for both Archaeology and Historic Architecture. After City review, Kimley-Horn will revise the PES Form and APE map and they will be submitted to Caltrans for review and approval from Caltrans Professionally Qualified Staff (PQS) approval. The APE map will provide the cultural resources boundaries for the Caltrans PQS-prepared Screened Undertaking, as discussed in Task 4.2 below.

Kimley-Horn will attend one site visit with Caltrans and the City to review the area and take comments on the PES Form and APE map. Kimley-Horn anticipates one round of additional reviews to produce a Caltrans approved PES form, which will inform the scope of work for the required CEQA and NEPA compliance documentation.

4.2 Technical Work Study Program

As discussed above, Kimley-Horn proposes to prepare technical studies in conformance with NEPA, pertinent FHWA regulations, Caltrans' Standard Environmental Reference (SER), and the CEQA.

Under CEQA and NEPA, it is anticipated that the project would allow for environmental clearance to be a Categorical Exemption/Categorical Exclusion, respectively. Should Caltrans require additional analysis on the affected resource categories below, Kimley-Horn can provide this analysis under a separate scope of work and fee. It is anticipated that the resources below can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study. Based upon our recent projects within Caltrans District 3, a review of the project as presented in the RFP, and 2021 Caltrans-approved PES Form to include the information required in the 2021 updated instructions manual, Kimley-Horn anticipates that the following technical resources would be addressed by Caltrans staff or within the context of the resulting environmental document. Caltrans will make the final determination regarding the number of required technical studies during the review of the PES form. Required technical studies not included in this scope of work may be accommodated under an amended scope of services.

Air quality can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study. In addition, the project is exempt from air quality conformity based on 40 CFR 93.126, Table 2, which lists bicycle and pedestrian facilities projects and pavement resurfacing and/or rehabilitation projects, as exempt from the requirement that a conformity determination be made.

Noise can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study.

For cultural resources, based on the nature of the project, Kimley-Horn anticipates a screened undertaking, which would be prepared by Caltrans PQS.

Biological resources can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study.

Based on a review of the GeoTracker database website, there are no existing hazardous sites in the surrounding area. As such this scope of work assumes hazardous materials can be addressed in the PES form through database searches of the project area on GeoTracker.

4.3 CEQA and NEPA Compliance

CEQA Compliance

Kimley-Horn will prepare a Notice of Exemption (NOE) form and memo for pedestrian improvements and guardrail replacements proposed at all project locations within the project area. The City will be the lead agency for the NOE and Caltrans is a responsible agency. The form and memo will be provided to the City for review. This scope includes one round of revisions on the NOE form and memo. Kimley-Horn will coordinate with the City to file the NOE with State Clearinghouse.

NEPA Compliance

This scope of work assumes Caltrans will prepare a NEPA Categorical Exclusion, and any supporting technical memorandum in support the NEPA document, pursuant to Section 23 USC 326, 23 CFR 771 activity (c)(8). Should Caltrans identify the need to prepare the more time-consuming Environmental Assessment, a separate scope and fee will be provided to the City.

4.4 Environmental Meetings and Coordination

Kimley-Horn will provide project management oversight of team's activity and coordinate with the City throughout the project's duration. The Kimley-Horn project management and task leads will supervise, coordinate, and monitor the planning and design of the project for conformance with standards and policies established between the City and Kimley-Horn at the beginning of the project.

Kimley-Horn will attend a kick-off meeting and one (1) additional review meeting with City staff. The goal of the kick-off meeting is to finalize the project schedule and establish a plan for a successful project. No public meeting or hearings are included in this scope.

Task 4 Deliverables

- One (1) Draft PDF copy of the PES and APE for City/Caltrans review
- One (1) Final PDF copy of the PES and APE for City/Caltrans review and approval
- One (1) PDF copy of the Draft CE for Caltrans review and approval
- One (1) PDF copy of the Draft NOE for City review and approval

Optional Tasks

- Preliminary Site Investigation

While no hazardous material sites have been identified, our recent experience with Caltrans District 3 is that hazardous materials testing for aerially deposited lead (ADL) and other hazardous soils will be likely be required. Confirmation of this requirement will not be known until Caltrans staff review and comment on the PES Form. As such, we have included this effort as an optional task.

The Kimley-Horn team will conduct a PSI for the project area to evaluate soil for potential impacts in areas proposed for soil disturbance during construction activities. The PSI will be performed in accordance with the American Society for Testing and Materials (ASTM) International Standard E1903-11, Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process, and the Caltrans Standard Environmental Reference (SER) Environmental Handbook (EH) Volume 1, Chapter 10, "Guidelines for Hazardous Materials, Hazardous Waste, and Contamination."

- Sampling and Analysis Plan/Health and Safety Plan

The Kimley-Horn team will prepare a Sampling and Analysis Plan (SAP) and a Health and Safety Plan (HASP) for the proposed field work activities. Sample locations will be marked in white paint, and Underground Service Alert (USA) North 811 will be notified a minimum of 72 hours prior to the start of field sampling. The Kimley-Horn team will obtain applicable permits, rights-of-entry, or drilling permits, as needed, and subcontract a licensed drilling company to perform the field work. The Kimley-Horn team will obtain a utility location service to clear the boring locations at the intersections as a precaution to avoid subsurface lines. The Kimley-Horn team will provide oversight during drilling and sampling activities, and samples will be submitted to a state-certified laboratory, following the chain-of-custody protocol, and analyzed for specific constituents of concern (COC) based on historical use and adjoining property use.

Although leaded fuel has been prohibited in California since the 1980s, ADL from vehicle emissions may still be present in surface and near-surface soils in unpaved areas along California highways and roadways. Because lead is ubiquitous in the environment, sampling and analysis of soil are performed during project development to determine if lead concentrations are at levels that require special management and/or disposal. Shallow soil samples will be collected from exposed soil areas within 50 feet of the roadway and analyzed for lead and pH; concentrations of lead are then compared to regulatory levels (80 milligrams per kilogram) to evaluate soil re-use/disposal.

- Field Work

Based on the project information, four (4) intersections are being improved with at-grade roadway and pedestrian crossings which could involve soil disturbance. Therefore, approximately eight (8) borings are proposed for the project, with two (2) borings per intersection. The borings will be sampled using a Direct Push Technology (DPT) rig to take continuous core soil samples at specific locations. DPT uses a hydraulically operated percussion hammer along with vehicle weight to advance the sampling barrel with an acetate liner used to contain the soil sample. The acetate liner will be cut into specific intervals, 0-1 feet, 1-2 feet, and 2-3 feet below ground surface (bgs), capped at each end with a Teflon sheet and plastic lid, labeled, and placed into an ice chest with ice. Samples will be logged on the chain-of-custody which will be given to the laboratory upon delivery of the soil samples for analyses. The borings will be backfilled with grout and capped with native soil.

The soil samples will be analyzed for lead and pH using EPA 6020 and EPA 9045, respectively, following Caltrans protocol. Additional COCs will be analyzed on composite samples at selected borings based on RECs identified in the Initial Site Assessment (ISA). Other COCs in the project area include polychlorinated biphenyls (PCB), polycyclic aromatic hydrocarbons (PAH), metals, volatile organic compounds (VOC), pesticides (historical agriculture), Total Petroleum Hydrocarbons (TPH) as gasoline, diesel, and motor oil, and used oil (motor, hydraulic, and lubricating).

- PSI Report

The Kimley-Horn team will prepare a PSI Report and incorporate the sampling and analytical testing conducted at the project area. The report will include a discussion of sample collection and testing methods and certifications of the individuals performing the work. Additionally, the report will identify (if present) regulated and/or hazardous materials and evaluate soil disposal/reuse and worker safety measures. The Kimley-Horn team will incorporate the comments received from the project team on the draft report and incorporate into the draft-final report for review by the City. Comments from the City will be incorporated into the final report for Caltrans review. The report will comply with California Environmental Quality Act/National Environmental Policy Act requirements.

Task 5 – Community Engagement

As stipulated in the RFP, it is anticipated that community engagement will be minimal, but may be helpful given that the project crossings are adjacent to existing residential homes and businesses. Kimley-Horn has considerable experience working with the public and neighboring communities next to grade crossings and will be very flexible in our approach to outreach to best meet the needs of the City. In fact, our proposed lead for the community engagement, Brandi Childress, is a public outreach specialist who worked with the Santa Clara Valley Transportation Authority (VTA) on outreach campaigns directly related to at-grade crossing safety.

We have assumed that the scope of work will include typical public outreach and engagement methods which could include, but not be limited to, the following:

- Meet with adjacent private property owners to discuss project design and improvement as directed by the City. A total of up to five (5) meetings are included
- Preparation of exhibits and/or mailers to be used in conjunction with public engagement

We understand that the City does not plan to host community meetings or workshops as the goals of the project are specific and not likely to be contested. Kimley-Horn will develop and maintain a stakeholder database throughout the project's duration to facilitate communication with stakeholders.

Task 5 Deliverables

- Meeting agendas and minutes for all community engagement meetings
- Exhibits, mailers, or other graphics for social media posts or other visual aids

Task 6 – Right-of-Way Engineering

Our team's goal will be to avoid any right-of-way takes as a result of the proposed improvements to the extent possible. As part of this process, our team will accurately document the existing right-of-way for all the parcels within the scope of the improvement, and upon completing the 35%, we will confirm the preliminary right-of-way needs for the project.

TCEs and PTECs (UPRR R/W)

Once the design plans are approved by the City, UPRR, and CPUC, and once UPRR moves the design plans into their design and estimating stage, our team will prepare plats and legal descriptions that will be required for the Construction and Maintenance Agreements for acquisition of temporary construction easements (TCE) and Permission to Enter and Construct (PTEC). We will prepare the necessary exhibits for each parcel requiring any type of rights.

Based on our initial field observations, we do not anticipate that any substantial right-of-way needs for private properties will be necessary to install the proposed improvements. However, given the latest UPRR standards which includes minimum clearances of roadway and intersection features with the railroad tracks, there will likely be a need for TCEs and/or PTECs within UPRR right-of-way. TCEs and PTECs within UPRR right-of-way will be captured as a license fee under the Construction and Maintenance Agreement and will only require plats and legal descriptions which the Kimley-Horn team will prepare.

Optional Tasks

- Right-of-Way Engineering and Acquisition

The Kimley-Horn team (Monument) will conduct right-of-way engineering and acquisition services for any necessary right-of-way takes in private property. As stipulated in the RFP, as part of this optional task, our team has assumed that up to two properties fronting the project limits will require a TCE and/or PTEC, and our team will coordinate this effort with affected property owners. This task will be performed in accordance with applicable Federal, State, and local regulations, Caltrans Policies and Procedures, and City's right-of-way Policies and Procedures.

The Kimley-Horn team will prepare a Notice of Decision to Appraise letter for the affected property, advising the property owner of the proposed project, introducing the appraiser, describing the City's acquisition process, and contract information to answer questions and concerns.

An appraisal report will be prepared which will include an inspection of the subject property as well as the extent of the inspection and description of the neighborhood and proposed project area, the extent of the subject property inspection, including interior and exterior areas, and a description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property). In the appraisal report we will identify the highest and best use. If highest and best use is in question or different from the existing use, an appropriate analysis will be provided identifying the market-based highest and best use and will present and analyze relevant market information.

Our team will provide acquisition and negotiations to acquire the right-of-way required for the project and will coordinate and manage the acquisition process with the City, legal counsel, property owners, along with the title company, appraisers, and other consultants to ensure effective cross-discipline communications.

Our team will prepare acquisition offer packages consisting of the City's written purchase offer, appraisal summary statement, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.

We will prepare a letter of recommendation to the City for any proposed administrative settlements with the affected property owners which will include a chronology of the negotiation efforts, provide supporting evidence and documentation, and an explanation of the benefits and rationale behind the recommendation.

Escrow coordination will be provided to assist the escrow company in obtaining additional documentation as necessary to provide clear title to the City, supervise and review the closing of escrows, and review closing statements for completeness and accuracy.

Task 6 Deliverables

- Right-of-Way Certification (LAPM Exhibit 13-B) approved by Caltrans
- Utility coordination
- Plats and Legal Descriptions for TCEs and PTEC within UPRR R/W
- Construction and Maintenance Agreement support

Optional Task 6 Deliverables

- Plats and legal descriptions for private property acquisition
- Appraisals, Offer Letters, Documentation of Negotiations
- Final TCEs and/or PTECs

Task 7 - Plans, Specifications, and Estimate (PS&E)

Our team is confident in our ability to secure UPRR's approvals of the detailed designs based on our team's unmatched experience in working very closely with UPRR and their consultants (Benesch and Olsson). As such, we anticipate that UPRR will review each of the design submittal phases. We know that their required submittals are typically Concept, 30%, and Final (100%) plans. As such, any other plans prior to Final (100%) will be reviewed at the 30% level until approved. However, based on our extensive experience working with UPRR's consultants, we have been able to obtain their detailed reviews moving each submittal closer to the 100% approved stage. We expect that the 100% plans will require few minor comments, and as such, our proposed fee assumes this level of effort.

65% Design

Kimley-Horn will review the City's, UPRR's, and CPUC's comments on the 35% design documents and incorporate them in the 65% design. We will prepare a comments matrix with responses to each of the comments along with their disposition.

The 65% design will be a more detailed design version of the 35% design, including utility information (as received from the utility companies), additional sidewalk and pedestrian crossing design details such as grading information, retaining wall plan/profiles (if needed), and conduit and traffic signal interconnect (where applicable).

At the 65% design stage, we will initiate coordination with PG&E for the implementation of new streetlights as necessary which could include connecting to existing streetlights or the installation of new service electrical service points.

The 35% design engineer's estimate will be updated; it will be an itemized engineer's estimate that will include all construction costs for all items of work and will be in the same format as the schedule of bid items.

The Special Provisions will be prepared using the latest City Technical Specifications with modifications to include elements of this project, in particular the bid item list and descriptions. The specifications will be submitted in Microsoft Word and PDF formats.

95% Design

Kimley-Horn will review the City's, UPRR's, and CPUC's comments on the 65% design documents and incorporate them into the 95% design. We will prepare a comments matrix with responses to each of the comments along with their disposition.

The 95% design will provide all the design details, including complete utility information, detailed ADA curb ramp designs, grading limits, required TCEs and PTECs, and detailed conduit and traffic signal interconnect details.

Where railroad preemption is necessary, we will utilize our intimate working experience with UPRR's consultant (Olsson) and will include all preemption details including preemption circuits, preemption input connections in the traffic controller cabinets, and preemption operations descriptions – which will be a requirement in the plans.

Kimley-Horn will develop the 95% Special Provisions to include all the required technical specifications including the complete bid list and bid item descriptions, language for PG&E coordination (as needed), and the construction timeline (working days). Kimley-Horn will update the engineer's estimate based on the comments received.

Constructability Review

It is assumed that at the 95% design stage, a Constructability Review will be undertaken. The Kimley-Horn team includes Unico Engineering who will perform the independent, third-party construction reviews prior to the submittal of the 100% design level drawings.

100% Design

Kimley-Horn will review the City's and UPRR's comments on the 95% design documents and incorporate them in the 100% design. We will prepare a comments matrix with responses to each of the comments along with their disposition. If necessary, we will organize a diagnostic team review meeting to discuss any critical comments that need to be resolved by the diagnostic team.

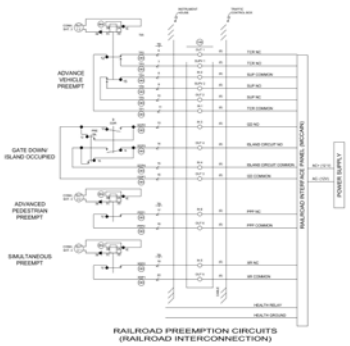
The 100% PS&E documents will be submitted to the City, UPRR, and CPUC for review. Once the final set of comments are received from the City, UPRR, and CPUC, we will prepare the final bid document package. This includes the signed and sealed drawings (signed by a licensed engineer in the State of California), the final Special Provisions (the City will prepare the final Bid Book), and the final Engineer's Estimate.

Railroad Preemption

Our team has very close working relationships with UPRR's and CPUC's railroad preemption specialists and have secured approvals from them at many crossings throughout California.

Kimley-Horn will prepare the railroad preemption calculations using the LADOT Methodology. We will submit the preemption calculations package which will include the preemption distances and preemption operations to UPRR and CPUC for review. Once the preemption calculations have been approved, Kimley-Horn will prepare the detailed railroad preemption designs including the preemption circuits, preemption request forms, and any other required documents for UPRR and CPUC reviews.

The preemption design will include drawing details showing traffic signal controller and communication equipment connections and the circuit diagrams between the adjacent traffic signal and railroad crossing signal house.



RAILROAD PREEMPTION CIRCUITS
(RAILROAD INTERCONNECTION)

Geotechnical Engineering

The Kimley-Horn team includes Parikh, a geotechnical engineering firm to support the project. Given that the exact scope of work for geotechnical services is unknown at the time of the RFP, we have not included a scope in our proposal but will include in our fee proposal a nominal amount of geotechnical support as part of the base contract with a separate optional line item to be authorized by the City during the PS&E phase once a scope of work, if any, becomes necessary.

Some areas where geotechnical engineering and investigation services may be needed include:

- Pavement structural sections
- Railroad gate foundations
- Retaining walls
- Traffic signal pole foundations

The pavement scope of the project currently includes a 4" full width grind and overlay and it is not anticipated that any retaining walls will be needed. Furthermore, geotechnical engineering is typically not required for railroad gate foundations, and new traffic signal poles are not needed as part of the project.

Task 7 Deliverables

- 65% and 95% PS&E submittals in electronic format
- 100% (signed and sealed) PS&E submittals in electronic format ready to advertise
- Comments matrix with comments, responses, and their disposition at each design submittal

Task 8 – UPRR and CPUC Coordination

Kimley-Horn will schedule a virtual pre-diagnostic meeting and an in-person field diagnostic meeting with the City, UPRR, CPUC, and the Kimley-Horn team. The pre-diagnostic meeting will be held virtually a minimum of one (1) week in advance of the field diagnostic meeting.

Kimley-Horn will prepare a site map, exhibit of conceptual improvements (or we could use the City's Conceptual Plan), and agenda for both meetings, and will provide a sign-in sheet for use during the field diagnostic meeting. Kimley-Horn will prepare draft and final meeting minutes from both meetings, which will be circulated to all in attendance for review and approval. The field diagnostic meeting minutes will be the guiding document for developing the crossing improvements throughout the design phase of this project.

Once UPRR has approved the design plans, UPRR will forward the plans for UPRR engineering staff to prepare the estimate and railroad system design. Once the construction estimate has been completed by UPRR and the City accepts the estimate, Kimley-Horn will work closely with the City and UPRR in the development of the draft Construction and Maintenance Agreement to be executed between the City and UPRR.

It should be noted that the Construction and Maintenance Agreement will require plats and legal descriptions for any permanent facilities that will be installed in UPRR right-of-way such as sidewalks and fencing. These facilities will be assessed a license fee that will be included as part of the Construction and Maintenance Agreement. The Kimley-Horn team has included the preparation of plat maps and legal descriptions for each of the crossings at Farron Street and Delmar Avenue to be included in the UPRR Construction and Maintenance Agreement.

Additionally, should there be a need to install conduits underneath the railroad tracks for the signal preemption interconnect, a Wireline Crossing Agreement (WCA) will be required as part of this installation. This will also be determined as the draft Construction and Maintenance Agreement is prepared by UPRR.

Kimley-Horn will coordinate with the CPUC, attend diagnostic reviews, complete draft and final General Order (GO) 88-B forms for City/UPRR review, and implement requirements of the CPUC to obtain approved GO 88-B documents for each railroad crossing included in the project.

Kimley-Horn will develop exhibits and draft the General Order (GO) 88-B Forms for submittal to CPUC and UPRR for review. It is expected that the design team will work with the City to provide a draft copy for purposes of a courtesy review to UPRR and the local CPUC representative for review and comment. We will incorporate modifications requested to clarify any of the intended design elements and/or operating conditions as a result of the crossing improvements, including any new railroad preemption. We will obtain signatures from the City and UPRR on the final form which we shall submit on behalf of the City.

Task 8 Deliverables

- CPUC GO 88-B Applications
- Exhibits for the Construction and Maintenance Agreements
- Plats and Legal Descriptions for the Construction and Maintenance Agreements

Task 9 - Bidding and Construction Support

The Kimley-Horn team will provide bidding and construction support services, which will include but not be limited to the following:

- Attend pre-bid meeting
- Review and draft responses to Requests for Information
- Assist City staff in preparing bid addenda documents as necessary
- Review bids received for responsiveness and reasonableness
- Attend pre-construction meeting
- Review submittals and shop drawings, as required in the project Special Provisions
- Review and provide recommendations regarding any change order proposals and request for additional payment related to design changes

Other additional items will include:

- Assist City with traffic signal controller configuration and timings for new, or modified, railroad preemption operations
- Prepare railroad preemption test plan for the traffic signal
- Conduct railroad preemption testing with UPRR and their consultants

Task 9 Deliverables

- Response to pre-bid RFIs and draft bidding addenda
- Pre-construction meeting attendance (agenda and meeting minutes by others)
- Response to RFIs, change order requests, etc.
- Submittal reviews
- Preparation of railroad preemption test plans
- Preparation of as-built drawings

Project Schedule

Based on the RFP, Kimley-Horn has assumed that a Notice to Proceed will be issued in August 2024 with the final bid documents ready for advertisement (Ready to List) by January 2027. Moreover, the duration of the consultant contract will be about June 2028.

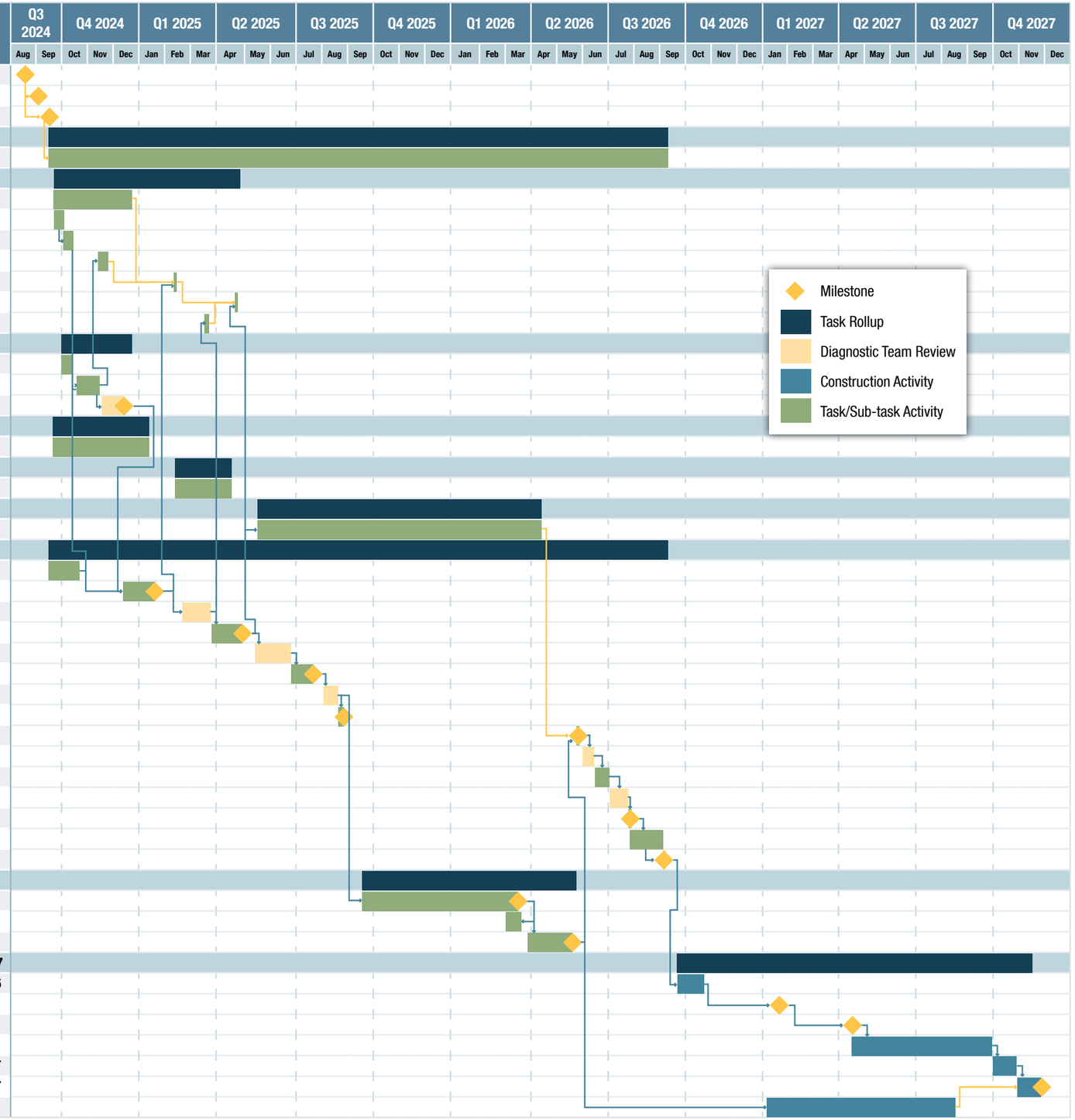
Here are the main highlights of our proposed project schedule:

- Conduct the Field Diagnostic Team meeting in September 2024
- Complete the 35% Design by November 2024
- Complete the Environmental Clearance by February 2025
- Complete the 65% Design by February 2025
- Conduct potholing (if necessary) in April 2025
- Complete the 95% Design by May 2025
- Complete the 100% Design by July 2025
- UPRR starts their Design and Estimate in August 2025
- UPRR completes the Draft Construction and Maintenance Agreement by March 2026
- CPUC approves GO 88-B application by May 2026
- City submits Right of Way Certification by June 2026
- City receives E-76 for Construction by September 2026
- Project Advertisement in August 2026
- UPRR construction starts in January 2027
- City construction starts in April 2027
- All construction completed by September 2027

The overall schedule provided below illustrates all the detailed tasks, milestones, and dependencies.

PROJECT SCHEDULE

ID	Task Name	Start	Finish
1	Notice to Proceed	Mon 8/19/24	Mon 8/19/24
2	Kickoff Meeting with City	Wed 8/28/24	Wed 8/28/24
3	Kickoff Meeting with City, UPRR, CPUC	Wed 9/11/24	Wed 9/11/24
4	**Task 1 - Project Management and Coordination**	**Wed 9/11/24**	**Wed 9/9/26**
5	Project Management and Coordination	Wed 9/11/24	Wed 9/9/26
6	**Task 2 - Utility Coordination**	**Mon 9/16/24**	**Wed 4/23/25**
7	Coordination with Utility Owners	Mon 9/16/24	Fri 12/6/24
8	Request Utility Information	Mon 9/16/24	Fri 9/27/24
9	Conduct Field Utility Locating	Mon 9/30/24	Fri 10/11/24
10	Prepare Utility Letter A (Preliminary Design)	Mon 11/11/24	Fri 11/22/24
11	Prepare Utility Letter B (65% Design)	Mon 2/3/25	Wed 2/5/25
12	Prepare Utility Letter C (95% Design)	Mon 4/21/25	Wed 4/23/25
13	Conduct Potholing	Mon 3/17/25	Fri 3/21/25
14	**Task 3 - Preliminary Engineering (35% Design)**	**Mon 9/30/24**	**Fri 12/6/24**
15	Diagnostic Team Meeting	Mon 9/30/24	Fri 10/4/24
16	Prepare 35% Design	Mon 10/14/24	Fri 11/8/24
17	City, UPRR and CPUC review	Mon 11/11/24	Fri 12/6/24
18	**Task 4 - Environmental**	**Mon 9/23/24**	**Fri 1/10/25**
19	Environmental	Mon 9/23/24	Fri 1/10/25
20	**Task 5 - Community Engagement**	**Mon 2/17/25**	**Fri 4/11/25**
21	Community Outeach Support	Mon 2/17/25	Fri 4/11/25
22	**Task 6 - Right of Way Engineering**	**Mon 5/12/25**	**Fri 4/24/26**
23	Right of Way Engineering	Mon 5/12/25	Fri 4/24/26
24	**Task 7 - PS&E Documents**	**Mon 9/16/24**	**Wed 9/9/26**
25	Conduct Topo Survey	Mon 9/16/24	Fri 10/11/24
26	65% Design	Mon 12/9/24	Fri 1/31/25
27	City, UPRR, CPUC Review	Mon 2/3/25	Fri 3/14/25
28	95% Design	Mon 3/17/25	Fri 5/9/25
29	City, UPRR, CPUC Review	Mon 5/12/25	Fri 6/20/25
30	100% Design	Mon 6/23/25	Fri 7/18/25
31	City, UPRR, CPUC Review	Mon 7/21/25	Fri 8/15/25
32	Construction Bid Ready Package	Mon 8/18/25	Fri 8/29/25
33	Prepare Right of Way Certification	Mon 5/25/26	Fri 5/29/26
34	City review of Right of Way Certification	Mon 6/1/26	Fri 6/19/26
35	Prepare RFA Package	Mon 6/22/26	Fri 7/3/26
36	City Review of RFA Package	Mon 7/6/26	Fri 7/24/26
37	RFA Submittal to Caltrans Local Assistance	Mon 7/27/26	Wed 7/29/26
38	Caltrans RFA review (E-76 for Construction)	Thu 7/30/26	Wed 9/9/26
39	Receive E-76 for Construction	Wed 9/9/26	Wed 9/9/26
40	**Task 8 - UPRR and CPUC Coordination**	**Mon 8/18/25**	**Fri 5/22/26**
41	Construction and Maintenance Agreement	Mon 8/18/25	Fri 3/27/26
42	Wireline Crossing Agreement (as necessary)	Mon 3/2/26	Fri 3/13/26
43	General Order 88-B	Mon 3/30/26	Fri 5/22/26
44	**Task 9 - Bidding and Construction Support**	**Thu 9/24/26**	**Wed 11/17/27**
45	Project Advertisement	Thu 9/24/26	Wed 10/28/26
46	Construction Contract Award	Wed 1/20/27	Wed 1/20/27
47	Construction Start (anticipated)	Wed 4/14/27	Wed 4/14/27
48	Construction (assumed duration)	Thu 4/15/27	Wed 9/29/27
49	Preemption Testing and Implementation	Thu 9/30/27	Wed 10/27/27
50	As-Built Drawings	Thu 10/28/27	Wed 11/17/27
51	UPRR Equipment Installation	Mon 1/4/27	Fri 8/13/27



RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING REIMBURSEMENT AGREEMENTS WITH UNION PACIFIC RAILROAD (UPRR) COMPANY FOR PRELIMINARY ENGINEERING SERVICES FOR THE AT-GRADE RAILROAD ROADWAY AND PEDESTRIAN IMPROVEMENTS PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS

WHEREAS, the At-Grade Railroad Roadway and Pedestrian Improvements Project consists of providing safe, accessible paths of travel for pedestrians across multiple at-grade railroad crossings, subject to funding;

WHEREAS, the Project requires coordination with Union Pacific Railroad (UPRR) Company;

WHEREAS, UPRR's policies require local governments performing work at UPRR's crossings to be responsible for all cost incurred by UPRR's staff to coordinate and administer the project;

WHEREAS, UPRR has provided the City two of their standard Reimbursement Agreements for Preliminary Engineering Services with an estimated value of $45,000 each, which the City must accept and execute as-is prior to UPRR commencing work; and

WHEREAS, there is sufficient budget to support these agreements in the 2025 – 2029 Capital Improvement Program in Fiscal Year 2024/25.

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

Section 1. Approves the two (2) reimbursement agreements between the City and Union Pacific Railroad Company for the At-Grade Railroad Roadway and Pedestrian Improvements project and authorizes the City Manager to execute the agreements in substantially the form attached hereto as Exhibit "A" and Exhibit "B".

PASSED AND ADOPTED this 25th day of June, 2024 by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Estimate: $45,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF ROCKLIN, CALIFORNIA (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate **(Estimate)**, Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF ROCKLIN, CALIFORNIA	**UNION PACIFIC RAILROAD COMPANY,** a Delaware Corporation
_____	_____
Signature	Signature
_____	Amber Stoffels
Printed Name	Printed Name
_____	Manager I, Industry & Public Projects
Title	Title

Exhibit A
Project Description and Location

Project Description

City of Rocklin, CA proposes to hold diagnostics at crossing locations referred to below in order to evaluate improvement of pedestrian facilities.

Location

Roseville Subdivision

DOT	Crossing Type	Milepost	Street Name
440714D	Public	112.052	Dominguez Road
750572V	Public	111.99	Delmar Avenue

Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Aly Zimmermann
Title	City Manager
Address	3970 Rocklin Road, Rocklin, CA 95677
Work Phone	(916) 625-5585
Cell Phone	
Email	alyz@rocklin.ca.us
Agency Project No.	

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Estimate: $45,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF ROCKLIN, CALIFORNIA (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate **(Estimate)**, Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF ROCKLIN, CALIFORNIA	**UNION PACIFIC RAILROAD COMPANY,** a Delaware Corporation
_____	_____
Signature	Signature
_____	Amber Stoffels
Printed Name	Printed Name
_____	Manager I, Industry & Public Projects
Title	Title

Exhibit A
Project Description and Location

Project Description

City of Rocklin, CA proposes to hold diagnostics at crossing locations referred to below in order to evaluate improvement of pedestrian facilities.

Location

Roseville Subdivision

DOT	Crossing Type	Milepost	Street Name
750565K	Public	110.17	Farron Street
750568F	Public	110.93	Midas Avenue
750569M	Public	110.9	Midas Avenue

Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Aly Zimmermann
Title	City Manager
Address	3970 Rocklin Road, Rocklin, CA 95677
Work Phone	(916) 625-5585
Cell Phone	
Email	alyz@rocklin.ca.us
Agency Project No.	

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Building Services Contract Amendment

Date: June 25, 2024

Submitted By: Mike McGee, Chief Building Official
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Contract Services Agreement with Bureau Veritas North America, Inc. for Building Plan Review and Inspection Services.

Background:
The Building Division in the Community Development Department consists of the Chief Building Official, one Building Inspector II position, and two Building Inspector I positions. Given the Building Division's number of staff and their qualifications, consultants have been used to provide the more experienced plan reviews and inspections.

On December 13, 2022, the City Council adopted Resolution No. 2022-262, approving a contract for services with Bureau Veritas North America, Inc., for building plan review, inspection and related services, in an amount not to exceed $640,000. The original contract was for one year, with the option of three additional one year extensions under the same terms. At this time, an amendment is needed to increase and clarify the contract amount because the original contract language was intended to reflect that the $640,000 not to exceed amount was per calendar year, for each year of the contract term. However, the contract language has been interpreted as the $640,000 not to exceed amount was for the potential four year duration of the contract. The purpose of the contract amendment with Bureau Veritas is due to the higher use of the firm's services for staffing the front counter and providing interim Chief Building Official Services, and for continued building plan review and inspection services.

Beginning in Fiscal Year (FY) 2022/23 and continuing during FY 2023/24, there have been an increase in larger and more complex projects, in particular multi-family projects (e.g., West Oaks Townhomes, Stanford Terrace, Terracina at Whitney Ranch, Placer Creek Apartments, Lonetree Apartments (Phases 1 and 2), West Oaks Apartments, and Estia), as well as an increase in larger and more complex commercial buildings and tenant improvements projects (e.g., Lucid Motors, Placer County Office of Education, CPC Scientific, Walmart tenant

improvements, and Whitney Ranch Retail). Due to the complexity of these types of projects, which require highly experienced plan reviewers and inspectors to ensure that all of the code requirements and life safety requirements have been met, the Building Division has needed, and will continue to need to rely upon contracted services at a level higher than anticipated.

Beyond the increased use of consultants for plan review and inspection service and for staffing the front counter and an interim Chief Building Official noted above, the Fire Department has been utilizing the Building Division's consultant contracts to perform fire plan reviews to help ensure a timely review. The need for the Fire Department to continue to use the Building Division's consultant contracts is anticipated to end soon, as the Fire Department is establishing a separate fire plan review contract.

To maintain the City's desired customer service levels to provide an acceptable level of plan review, building inspection and permit technician services when building activities increase beyond the capacity of the services that can be provided in-house by the Building Division and Permit Center staff, and to compensate for City position vacancies, the consultant services are necessary. Amendment No. 1 would do the following:

- Amend Section 2. Subsection A to correct and clarify the intent of the total sum of compensation is to be a not to exceed amount $640,000 per calendar year, for each year of the Agreement term.
- Amend Section 4. Subsection A to extend the term of the Agreement through December 13, 2025.

Fiscal Impact:

When plan reviews are submitted to the City a plan review deposit is collected for the entirety of the anticipated plan review costs, based on the project's valuation. If a plan review goes beyond three rounds of review, then additional fees are collected based on the direct costs of those performing the plan review. Interim staffing services are covered with salary savings from the vacant positions. Therefore, there is no new fiscal impact associated with the approval of the recommended amendment, as the cost of services are incorporated in the department's approved operating budget.

ATTACHMENTS:

1. Resolution - Bureau Veritas Contract Amendment No. 1.
2. Resolution Exhibit A - Bureau Veritas Contract Amendment No. 1.

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1
TO THE CONTRACT FOR SERVICES AGREEMENT WITH BUREAU VERITAS NORTH AMERICA,
INC. FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES

WHEREAS, on December 13, 2022, pursuant to Resolution No. 2022-262, the City of Rocklin entered into a Contract for Services Agreement with Bureau Veritas North America, Inc. for building plan review and inspection services in an amount not to exceed $640,000; and

WHEREAS, additional professional services for building plan review and inspection services are necessary, and therefore an amendment to the Professional Services Agreement is necessary.

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute Amendment No. 1 to the Contract for Services Agreement with Bureau Veritas North America, Inc. for building plan review and inspection services in substantially the form attached hereto as Exhibit "A"; and

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

AMENDMENT NO. 1
TO CONTRACT FOR SERVICES/AGREEMENT BETWEEN
THE CITY OF ROCKLIN AND BUREAU VERITAS, NORTH AMERICA, INC.

This Amendment is entered into on December 13, 2023, by and between the City of Rocklin, a municipal corporation ("City") and Bureau Veritas, North America Inc. ("Contractor") who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Contract for Services dated December 13, 2022, for professional services to the Building Division (hereafter "Agreement"); and

WHEREAS, the City and Contractor agree to amend the Agreement to extend the term of the contract through December 13, 2025, and to correct and clarify the intent of the total sum of compensation is to be a not to exceed amount of $640,000 per calendar year, for each year of the contract term.

AGREEMENT

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

1. Section 2 of the Agreement, entitled "Compensation" subsection "A" is amended to reflect the total sum compensation amount of the Agreement is a not to exceed amount of $640,000 per calendar year, for each year of the contract term.

2. Section 4 of the Agreement, entitled "Term of Contract" subsection "A" is amended to reflect the term of the Agreement Is extended from December 13, 2023, through December 13, 2025, unless sooner terminated as provided herein. The City in its sole discretion may choose to extend the contract and delegates to the City Manager the authority to exercise the option to renew the Agreement with Bureau Veritas, North America, Inc. on the same terms, for a one-year extension, provided sufficient funds for the services have been appropriated.

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

Executed as of the date first written above.

CONTRACTOR

By: _____
Craig Baptista, Vice President

CITY

By: _____
Aly Zimmermann, City Manager

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fire Plan Review and Inspection Services On-Call Contract Awards

Date: June 25, 2024

Submitted By: Ryan Brayton, Deputy Fire Chief
Reginald WIlliams, Fire Chief

Department: Fire

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract to 4LEAF, Inc. and Authorizing the City Manager to Execute the Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract to Bureau Veritas, Inc. and Authorizing the City Manager to Execute the Agreement.
C. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract to Shums Coda and Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
D. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract to CSG Consultants and Authorizing the City Manager to Execute the Agreement.
E. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract to BPR, Inc. and Authorizing the City Manager to Execute the Agreement.

Background:

The Fire Department is responsible for conducting fire plan reviews of new construction and tenant improvement projects. This responsibility was shifted from the Community Development Department to the Fire Department to improve efficiency, streamline processes, and ensure specialized oversight.

Fire plan reviews are cyclical. The workload varies based on the number of improvement projects and new constructions. To maintain an acceptable level of service when fire plan review activities increase beyond the capacity of in-house staff, it is prudent to have qualified firms on retainer. This approach allows the department to distribute work and maintain the current level of services on an as-needed basis, depending on funding availability.

Accordingly, on April 25, 2024, the City issued a request for qualifications (RFQ) for fire plan

review and inspection services for the fiscal years ending June 30, 2025, 2026, and 2027, with the option to extend two additional one-year terms. Renewal is based on the quality and good standing of the professional services consultant. The RFQ was published on the City and trade websites, and seven proposals were received.

Fire Department staff evaluated the seven proposals based on the firm's experience and qualifications, understanding of the services proposed, and completeness of the proposal and any supporting documents. Five firms were deemed responsible and responsive bidders for this on-call fire plan review services:

- Shums Coda
- CSG
- 4Leaf
- Bureau Veritas
- BPR

Human Resources staff met and conferred with the Public Service Employees Bargaining Unit represented by AFSCME regarding the contracts.

In order to allow staff the flexibility to select the appropriate consultant for each as-needed assignment, each contract has a total contract not-to-exceed amount of $250,000, or $50,000 per fiscal year. Staff does not anticipate spending more than the $50,000 that is budgeted for the fiscal year between the five contracts, and staff will have full discretion on how the work and associated funds are allocated amongst the five contractors.

Fiscal Impact:

Funding for fire plan review is provided through building and fire fees collected with the permitting process. No additional fiscal impact has been identified, as the work will be assigned to contractors on an as-needed basis. Sufficient funds are available in the Fiscal Year 2024/25 Operating Budget, and will be included in future Operating Budgets based on the department's operating requirements and funding availability for the applicable budget-adopted fiscal year.

ATTACHMENTS:

1. Resolution A
2. Resolution A Exhibit A- 4Leaf, Inc Contract
2. Resolution B
4. Resolution B Exhibit A- Bureau Veritas Contract
5. Resolution C
6. Resolution C Exhibit A- Shums Coda and Associates Contract
7. Resolution D
8. Resolution D Exhibit A- CSG, Inc Contract
9. Resolution E
10. Resolution E Exhibit A- BPR Consulting Group, Inc. Contract

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR FIRE PLAN REVIEW AND INSPECTION SERVICES TO 4LEAF, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Fire Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional fire plan check and inspection services; and

WHEREAS, on April 25, 2024, the Fire Department received seven (7) Statements of Qualifications, which were evaluated and ranked with five (5) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with 4Leaf, Inc. for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of fifty thousand dollars ($50,000) per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to 4Leaf, Inc. and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 25th day of June, 2024 by the following vote:

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

_____

Greg Janda, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2024 by and between the **CITY OF ROCKLIN** a municipal corporation ("City"), and **4LEAF, 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 Work, Exhibit A, the Schedule of 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 TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000)**. 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:

   i. Job/project name or description;
   ii. City's current purchase order and/or work order number (if applicable);
   iii. Contractor's invoice number;
   iv. Date of invoice issuance;
   v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
   vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
   vii. Total billed to date under agreement.

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. 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.

E. 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.

F. 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.

    a. 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 **June 30, 2027**, unless sooner terminated as provided herein. The City in its sole discretion may choose to extend the contract for two additional one-year terms.

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

i. **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.

ii. **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.

iii. **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.

iv. **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:

i. **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).

ii. **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.

iii. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancelation**. 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 cancelation due to non-payment.

v. **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.

vi. **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.

vii. **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.

viii. **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 contract 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.

ix. **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.

x. **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.

xi. **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 Fire Department
Fire Marshal
4060 Rocklin Rd
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
4Leaf, Inc.
Kevin Duggan, President
8896 North Winding Way
Fair Oaks, CA 95628

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.

/ / Signatures on the following page

CONTRACTOR

By:_____
Kevin Duggan, President Date

By:_____

Raylee Glasser, CBO Date

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

Date: _____

ATTEST:

By:_____
Avinta Singh, City Clerk

Date: _____

APPROVED AS TO FORM:

By:_____
Matthew McOmber, City Attorney

Date: _____

EXHIBIT A
Contractor Proposal/Scope of Work

Fire Plan Review Services

4LEAF can provide plan review services for all types of occupancies and construction types to ensure compliance with all adopted codes, local ordinances and state and federal laws, ordinances, regulations and standards that pertain to Fire Life Safety including, but not limited to:

- CA Title 24, Parts 2, 3, 4 and 9
- NFPA 13, 13R, 13D, 24 and 72
- Local amendments to the CA Building & Fire Codes
- California Health and Safety Code
- Municipal Fire Standards & Municipal Codes
- National Fire Protection Referenced Standards

Fire Plan Review and Inspection Services include:

- Compliance for Site Access Requirements
- Compliance for Fire Flow Requirements
- Review of Fire Prevention, Suppression, and Detection Systems
- Sprinkler, Standpipe, Alarm, Notification Systems, and Fire Pump Code Compliance
- Hazardous Occupancies, High Piled Storage, and Smoke Control Systems
- Review of Alternate Means
- Review of Methods Requests
- Annual Business Inspections
- Complete Fire Prevention Services
- New Construction Inspections
- Fire Alarm/Sprinkler Inspections
- Special Event Permits
- Hazardous Materials Inspections
- In-House Plan Review
- Off-Site Plan Review
- Code and Standards
- Public Education and Safety Training

Inspection Services

- 4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work in the Sacramento Area who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

- We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day—**simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.

EXHIBIT B

Schedule of Performance

Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

Periodic Inspection Services Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the Department. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services Available Next Day

4LEAF will provide the Department with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the Department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, including the Sacramento Valley, Central Valley, North Bay, Peninsula/South Bay, East Bay, and Central Coast.

Project Specific Inspection Services Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate client account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

EXHIBIT C
Schedule of Fees

Fees not to exceed maximum aggregate amount of $250,000 (two hundred fifty thousand dollars) over the term of the agreement with not to exceed maximum amount of $50,000 (fifty thousand dollars) each fiscal year.

Fire Services

Fire Protection Engineer (FPE) $205/hour
Fire Prevention Officer $105/hour
Fire Plans Examiner.....$135/hour
Fire Inspector II $130/hour
Fire Inspector I $119/hour
Permit Technician $85/hour
Senior Permit Technician $97/hour
Project Manager $180/hour

Basis of Charges

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.
• All invoicing will be submitted monthly.
• Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
• Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
• Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the District.
• Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
• All plan review services will be subject to a $250.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
• Larger complex plan reviews can be negotiated to achieve the best possible pricing.
• All plan review services will be subject to 2-hour minimum fee.
• All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks. - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
- Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.

• 4LEAF assumes that these rates reflect the FY2024-2025 contract period. There will be a 3% escalation for FY2025-2026, FY2026-2027.
• Overtime and Premium time will be charged as follows: - *Regular time (work begun after 5AM or before 4PM) 1 x hourly rate*
- *Nighttime (work begun after 4PM or before 5AM) 1.125 x hourly rate*
- *Overtime (over 8-hour M-F or Saturdays) 1.5 x hourly rate*
- *Overtime (over 8 hours Sat or 1st 8-hour Sun) 2 x hourly rate*
- *Overtime (over 8 hours Sun or Holidays) 3 x hourly rate*

• Overtime will only be billed with prior authorization of the Director or other designated District personnel.
• All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.

EXHIBIT C

Schedule of Fees (continued)

• Mileage driven during the course of Inspections will be charged at cost plus 20%.
• Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
• Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
• Client agrees that 4LEAF's liability will be limited to the value of services provided.

In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

Basis of Charges – Prevailing Wage

• Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
• Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
• Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.
• Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following: - *Nighttime (work begun after 4PM or before 5AM) 1.125 x hourly rate*
- *Overtime (over 8 hour M-F or Saturdays) 1.5 x hourly rate*
- *Overtime (over 8 hours Sat or 1st 8 hour Sun) 2 x hourly rate*
- *Overtime (over 8 hours Sun or Holidays) 3 x hourly rate*

• All invoicing will be submitted monthly.
• All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
• Project-related mileage for inspections will be billed at the allowable IRS Rate.
• Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
• Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
• Client agrees that 4LEAF's liability will be limited to the value of services provided.
• In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

EXHIBIT C

Schedule of Fees (continued)

Payment
City shall pay Contractor for all services rendered pursuant to this Agreement as set forth in Exhibits A and C, titled Scope of Work/Contractor Proposal and Schedule of Fees, attached hereto and in accordance to the terms outlined in Section 2 Compensation.

Invoices
Invoices for payment shall be provided to City monthly or within 30 calendar days of the final service date or by July 15 whichever is sooner. City will review, approve, and pay all valid invoices within 30 days of receipt.
Invoices for payment will be submitted by email or mail to the following addresses, will be on Contractor's letterhead and will include the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and supporting documentation, if requested.

Email address:
FireAccountsPayable@Rocklin.ca.us

Mailing address:

City of Rocklin Fire Department
Attn: Accounts Payable
4060 Rocklin Road
Rocklin, CA 95677

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.

CONTRACTOR

By:_____

Kevin Duggan, President

Date: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR FIRE PLAN REVIEW AND INSPECTION SERVICES TO BUREAU VERITAS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Fire Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional fire plan check and inspection services; and

WHEREAS, on April 25, 2024, the Fire Department received seven (7) Statements of Qualifications, which were evaluated and ranked with five (5) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with Bureau Veritas, Inc. for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of fifty thousand dollars ($50,000) per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to Bureau Veritas, Inc. and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 25th day of June, 2024 by the following vote:

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

_____

Greg Janda, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2024 by and between the **CITY OF ROCKLIN** a municipal corporation ("City"), and **BUREAU VERITAS** ("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 Work, Exhibit A, the Schedule of 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 TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000)**. 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:

   i. Job/project name or description;
   ii. City's current purchase order and/or work order number (if applicable);
   iii. Contractor's invoice number;
   iv. Date of invoice issuance;
   v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
   vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
   vii. Total billed to date under agreement.

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. 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.

E. 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.

F. 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.

    a. 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 **June 30, 2027**, unless sooner terminated as provided herein. The City in its sole discretion may choose to extend the contract for two additional one-year terms.

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

i. **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.

ii. **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.

iii. **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.

iv. **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:

i. **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).

ii. **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.

iii. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancelation**. 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 cancelation due to non-payment.

v. **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.

vi. **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.

vii. **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.

viii. **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 contract 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.

ix. **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.

x. **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.

xi. **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 Fire Department
Fire Marshal
4060 Rocklin Rd
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
Bureau Veritas
Craig Baptista, VP
180 Promenade Circle Suite 150
Sacramento, CA 95834

H. Enforcement of Agreement. This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out

of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. Attorney's Fees. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. Power and Authority to Enter into Agreement. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. Exhibits. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

/ / Signatures on the following page

CONTRACTOR

By:_____
Craig Baptista, VP Date

By:_____
Lisa Beaver, Director Date

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

Date: _____

ATTEST:

By:_____
Avinta Singh, City Clerk

Date: _____

APPROVED AS TO FORM:

By:_____
Matthew McOmber, City Attorney

Date: _____

EXHIBIT A
Contractor Proposal/Scope of Work

PROJECT UNDERSTANDING

BV is able to fully support the scope of services required by the City of Rocklin Fire Department. BV understands that the City of Rocklin desires to successfully deliver fire prevention plan examination and fire inspections projects. We understand that the City desires to augment staff utilizing consultants to fulfill a hosts of tasks, including but not limited to:

Fire plan check reviews
Fire Inspectors

We understand that the services rendered under this RFQ shall comply with the following:

City of Rocklin Improvement Standards, Standard Drawings and Construction Specifications
Rocklin Fire Department Standards
City of Rocklin Post-Construction Manual
Placer County Water Agency standards, specifications, and details
State of California Building and Fire Codes
Applicable NFPA Standards
All other applicable City, County, and State design guidelines and requirements

It is understood that the City of Rocklin Fire Department desires to retain well-qualified professional and technical consultants to provide as-needed Fire Examination Plan Review of construction documents, and fire field inspection along with construction services in a broad area of technical disciplines to supplement staff on various development projects. The desired services include building and fire code plan review as related to fire plan examination of current development projects, building inspections for conformance with the applicable building codes, preparation of plans and specifications for construction projects, administrative services and other professional services as authorized by the City.

The expected response time for the consultant to return a list of comments to the City or provide approval to the City for all plan review projects from the day of authorization by the City is fifteen (15) working on the first review, and ten (10) working days on subsequent reviews.

TYPICAL PROJECT APPROACH

BV is adept at selecting and managing personnel from administrative to key management positions, using creative and leading-edge approaches to reaching successful solutions to tough problems. The firm's back office has extensive experience with the public, they always display good interpersonal skills and listening skills which are needed for assessing and understanding customers' needs. BV's management team is dedicated to serving the City's Fire Department while providing the resources necessary to ensure successful Fire Plan Review Services. The firm's management team will directly oversee the review of submittal documents, bulletins, and change orders to assess compliance with the regulations contained in the various fire and building codes and recommend action with respect to the building permit.

BV highly values customer feedback and works diligently to gather information from the firm's clients regarding the services provided, staff, and other areas relevant to the contract. For the City of Rocklin, BV's team will request feedback from the City's supervisor and other appropriate stakeholders on a regular basis, typically quarterly, to gauge the effectiveness of the firm's

services and support. The firm implements a variety of methods to collect and assess feedback including surveys, exit interviews, and periodic internal stakeholder meetings. Additionally, BV performs a background investigation on each client at contract onset via a standardized kick-off document which allows the firm to gain valuable information related to specific client needs. BV will also discuss the staff provided to the City and, if necessary, make adjustments to better interface with the City's team.

FIRE PLAN REVIEW

Our staff will consult closely with the Fire Chief/Fire Marshal or this person's designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. Our proposed fire plan review engineers have specific experience working within multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, including CFC, CBC, the Adopted National Fire Protection Standards, the California Health & Safety Codes, CSFM, and U.L. Our experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures.

BV staff have reviewed hundreds of projects for fire safety components, including NFPA 13, NFPA 72, and NFPA 101, among others. Example projects in which our reviewers have worked include The Village at Bella Terra in Huntington Beach, Lifetime Fitness in Roseville, and Sysco Food Services Expansion in Sutter County. All personnel assigned to your project will have the necessary materials, resources, and training available to conduct plan reviews, including copies of applicable local amendments, policies, procedures, and forms.

BV's fire plan reviews include, but are not limited to, the following:

Fire sprinkler systems with hydraulic calculations
Fire alarm systems, including pre-recorded voice evacuation systems
Flow and Tamper Alarm Systems
Smoke detection and dampers
Fire pumps
Standpipe systems
New Building Plans
Tenant Improvements
Underground water systems for fire suppression systems
Architectural, fire and life safety plans examination
Mechanical, plumbing, and electrical code plans examination applicable to fire construction and requirements
Review and approval of alternative materials/alternative design methods of construction
Fire plan reviews for the City's entitlement and development process

Scope Definition

BV will meet with the City's Fire Department to define their scope of services, project performance needs, turnaround review schedule, communication and work flow process protocol, and key stakeholder contacts. Setting expectations initially promotes a partnership to create a customized solution that achieves project goals.

Implementation

Our firm has formulated a Quality Control program that is used to effectively manage fire plan review workflow. Through our CARE (Coordinator, Analyst, Reviewer, Expert) Program, our team of professionals ensures thorough, accurate, and consistent services.

Communication

Our staff utilizes a series of proven technologies to streamline service delivery, enhance communication, and promote transparency. We can use optional electronic plan reviews in which comments are accessible in real time via the web. These tools encourage collaboration, enhance expedited requests, save money and time, reduce waste and storage space, build consensus, and promote project transparency.

FIRE INSPECTIONS

BV can place an experienced fire inspector for a single project or to augment existing staff to cover staff vacations and other leaves of absence. We can even provide all fire inspection on a daily basis. Systems and components we inspect include (but are not limited to):

Fire sprinklers, including systems beginning at property line, as directed
Fire pumps
Fire alarm systems
Automatic suppression systems, including Halon, FM200, and CO2
Hoods
Duct extinguishing systems
Exits
Emergency lighting
Voice evacuation systems
Fire permit inspections

Additionally, we can provide regular inspections of all aspects of the fire permit requirements, whether annually, biannually, triennially, every five years, or any other length of time as mandated by the adopted codes.

FIRE MARSHAL SERVICES

BV provides the depth of experience needed to administer programs aimed at delivering high caliber fire prevention services at the community level. In alignment with the National Fire Protection Association (NFPA) 1037, Standard on Fire Marshal Professional Qualifications, the following fire prevention program management elements are supported:

Administration and professional development
Community relations and fire & life safety education
Fire investigation program management
Community risk reduction program management
Regulatory program management
Fiscal management (fee schedules)

BV can provide fire marshal services, general management guidance and mentorship opportunities for current and future fire prevention program managers.

EXHIBIT B

Schedule of Performance

Plan Review Time Schedule

At your request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, we use electronic submittals, phased submittals, conference calling, and videoconferencing.

BV has built long-term partnerships with agencies. We understand that accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to our professional excellence is the fact that we have provided services to many of our municipal clients since their incorporation. Because of our large pool of accessible resources, we can assemble experienced personnel in order to help with project schedule recovery when necessary. Our team maintains efficient turnaround times on all reviews as a key measurement of performance of our plan review services.

BV will also accommodate preliminary reviews to facilitate fast-tracked, or accelerated, projects. This aids with timely turnaround and enhances public relations. If applicants include designs that do not conform to the prescriptive requirements of the codes, the jurisdiction's designee will have final approval over the plan being reviewed. If requested, our staff will make recommendations for the resolution. We are also available to meet with agency staff or others as needed to discuss our findings.

Type of Plan Check	Turnaround Times	
STANDARD*	Initial	Recheck
Residential	# OF BUSINESS DAYS	
Sprinkler Plans for Single Family Dwelling/Duplex	5	5
Sprinkler Plans for Residential Addition and/or Accessory Building	5	5
Commercial		
Commercial TI (fire code and sprinkler check)	7	5
Sprinkler Plans for 3 Units or More	7	5
FAST TRACK*	Initial	Recheck
Residential	# OF BUSINESS DAYS	
Sprinkler Plans for Single Family Dwelling/Duplex	3	3
Sprinkler Plans for Residential Addition and/or Accessory Building	3	3
Commercial		
Commercial TI (fire code and sprinkler check)	5	3
Sprinkler Plans for 3 Units or More	5	5

*Complex / Large project schedules may be negotiated

EXHIBIT C
Schedule of Fees

Fees not to exceed maximum aggregate amount of $250,000 (two hundred fifty thousand dollars) over the term of the agreement with not to exceed maximum amount of $50,000 (fifty thousand dollars) each fiscal year.

Hourly Rates

Fire Protection Engineer/PE……$155
Fire Plans Examiner ……..$135
Senior Fire Inspector ……$130
Fire Inspector ……$120
Administrative ……..$75

Pricing assumes that this contract is non-prevailing wage- for any prevailing wage projects BV will discuss rates with the City to account for prevailing wage requirements.

Overtime: All employees classified as “non-exempt” by the US Department of Labor will be compensated at 1.5 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

Reimbursables: Reimbursement for employee owned vehicles used in connection with the work will be at the current IRS rate.

Payment
City shall pay Contractor for all services rendered pursuant to this Agreement as set forth in Exhibits A and C, titled Scope of Work/Contractor Proposal and Schedule of Fees, attached hereto and in accordance to the terms outlined in Section 2 Compensation.

Invoices
Invoices for payment shall be provided to City monthly or within 30 calendar days of the final service date or by July 15 whichever is sooner. City will review, approve, and pay all valid invoices within 30 days of receipt.
Invoices for payment will be submitted by email or mail to the following addresses, will be on Contractor’s letterhead and will include the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and supporting documentation, if requested.

Email address:

FireAccountsPayable@Rocklin.ca.us

EXHIBIT C (continued)
Schedule of Fees

Mailing address:

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

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.

CONTRACTOR

By:_____

Craig Baptista, VP

Date: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR FIRE PLAN REVIEW AND INSPECTION SERVICES TO SHUMS CODA AND ASSOCIATES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Fire Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional fire plan check and inspection services; and

WHEREAS, on April 25, 2024, the Fire Department received seven (7) Statements of Qualifications, which were evaluated and ranked with five (5) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with Shums Coda and Associates, Inc. for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of fifty thousand dollars ($50,000) per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to Shums Coda and Associates, Inc. and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 25th day of June, 2024 by the following vote:

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

_____

Greg Janda, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2024 by and between the **CITY OF ROCKLIN** a municipal corporation ("City"), and **SHUMS CODA ASSOCIATES** ("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 Work, Exhibit A, the Schedule of 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 TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000)**. 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:

   i. Job/project name or description;
   ii. City's current purchase order and/or work order number (if applicable);
   iii. Contractor's invoice number;
   iv. Date of invoice issuance;
   v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
   vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
   vii. Total billed to date under agreement.

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. 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.

E. 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.

F. 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.

    a. 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 **June 30, 2027**, unless sooner terminated as provided herein. The City in its sole discretion may choose to extend the contract for two additional one-year terms.

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

i. **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.

ii. **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.

iii. **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.

iv. **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:

i. **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).

ii. **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.

iii. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancelation**. 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 cancelation due to non-payment.

v. **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.

vi. **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.

vii. **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.

viii. **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 contract 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.

ix. **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.

x. **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.

xi. **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 Fire Department
Fire Marshal
4060 Rocklin Rd
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
Shums Coda Associates
David Basinger, CEO
5776 Stoneridge Mall Rd Suite 150
Pleasanton, CA 94588

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.

/ / Signatures on the following page

CONTRACTOR

By:_____
David Basinger, CEO Date

By:_____

Christine Godinez, COO Date

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

Date: _____

ATTEST:

By:_____
Avinta Singh, City Clerk

Date: _____

APPROVED AS TO FORM:

By:_____
Matthew McOmber, City Attorney

Date: _____

EXHIBIT A
Contractor Proposal/Scope of Work

SCA can provide fire/life safety reviews: site reviews for hydrants and apparatus access, fire suppression, fire alarm, NFPA standards as they pertain to construction, equipment, fire protection systems, smoke control reports and hazardous materials to the currently adopted International Fire and Building Codes (all as modified or amended by the jurisdiction). Our team constantly works with local Fire Departments, Fire Districts, and Fire Marshal to coordinate that these fire systems and features will be in code compliance to all local amendments and interpretations.

SCA provides fire inspection services of site and building features as directed by the jurisdiction. These services include:

- Perform new construction and occupancy inspections for compliance to the applicable Fire codes as amended by the City of Rocklin.
- Review of all approved plans, specifications, and documents.
- Review and respond to all inspection requests and reports.
- Attend mandatory meetings, including safety training and project management.
- Available for any requested annual inspections or specific emergency fire assessments

EXHIBIT B

Schedule of Performance

In general, SCA's plan review turnaround timeframe is ten (10) business days for initial reviews and seven (7) business days for rechecks and revisions; however, it is important to note that SCA will work with the City of Rocklin to come to an agreed upon timeframe. Timeframes for large-size projects will be confirmed with Rocklin Fire staff prior to proceeding with the review, as some larger and more complicated systems may demand additional time to provide a complete code review. Expedited plan reviews, or third-party plan reviews will have a separated negotiated turnaround timeframe for each project. When expedited plan reviews are requested, we will perform the plan review as quickly as SCA staff schedules will allow. An expedited review is typically completed in half of the standard turnaround time, but SCA has (at times) been able to review in shorter periods. These types of review schedules are typically determined based on the complexity of the project and the availability of SCA staff to complete the review

EXHIBIT C
Schedule of Fees

Fees not to exceed maximum aggregate amount of $250,000 (two hundred fifty thousand dollars) over the term of the agreement with not to exceed maximum amount of $50,000 (fifty thousand dollars) each fiscal year.

Invoices will be submitted to the jurisdiction on a monthly basis and be based on hourly rates described below:

Job Title	Hourly Rate
Senior Fire Protection Engineer (FPE)	$205
Fire Protection Engineer (FPE)	$190
Fire Plan Review (non-FPE)	$135
Fire Inspections (non-FPE)	$120
Permit Technician	$75
Clerical Support	$60
Review and Field Inspection – private underground water mains and lines, both domestic and fire mains and lines	$250

Overtime will not be charged for any plan review services, but SCA does reserve the right to negotiate additional fees for major re-designs or consistently incomplete responses to initial plan review comments (as agreed upon mutually with the jurisdiction). Overtime for inspection and other services will be charged at 150% of the standard hourly rates (as agreed upon mutually with the jurisdiction).

**** Hours for inspections in excess of 8 hours (per day) will be billed as overtime at the rate shown above. When inspection overtime is requested, on days when inspector has not already performed inspections on the site (i.e., weekends, holidays, etc.), inspection overtime services will be provided in 4-hour minimum segments.**

Fees for expedited reviews will be negotiated directly with City's Fire Marshal prior to beginning the review and will be a fixed fee based on determined complexity of the project, availability of SCA staff and requested expedited turnaround schedule. It will be possible that an expedited review can be completed with no additional charge in some instances.

Payment
City shall pay Contractor for all services rendered pursuant to this Agreement as set forth in Exhibits A and C, titled Scope of Work/Contractor Proposal and Schedule of Fees, attached hereto and in accordance to the terms outlined in Section 2 Compensation.

Invoices
Invoices for payment shall be provided to City monthly or within 30 calendar days of the final

EXHIBIT C (continued)
Schedule of Fees

service date or by July 15 whichever is sooner. City will review, approve, and pay all valid invoices within 30 days of receipt.
Invoices for payment will be submitted by email or mail to the following addresses, will be on Contractor's letterhead and will include the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and supporting documentation, if requested.

Email address:
FireAccountsPayable@Rocklin.ca.us

Mailing address:

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

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.

CONTRACTOR

By:_____

David Basinger, CEO

Date: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR FIRE PLAN REVIEW AND INSPECTION SERVICES TO CSG CONSULTANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Fire Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional fire plan check and inspection services; and

WHEREAS, on April 25, 2024, the Fire Department received seven (7) Statements of Qualifications, which were evaluated and ranked with five (5) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with CSG Consultants for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of fifty thousand dollars ($50,000) per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to CSG Consultants and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 25th day of June, 2024 by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2024 by and between the **CITY OF ROCKLIN** a municipal corporation ("City"), and **CSG Consultants** ("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 Work, Exhibit A, the Schedule of 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 TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000)**. 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:

   i. Job/project name or description;
   ii. City's current purchase order and/or work order number (if applicable);
   iii. Contractor's invoice number;
   iv. Date of invoice issuance;
   v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
   vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
   vii. Total billed to date under agreement.

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. 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.

E. 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.

F. 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.

    a. 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 **June 30, 2027**, unless sooner terminated as provided herein. The City in its sole discretion may choose to extend the contract for two additional one-year terms.

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

i. **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.

ii. **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.

iii. **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.

iv. **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:

i. **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).

ii. **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.

iii. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancelation**. 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 cancelation due to non-payment.

v. **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.

vi. **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.

vii. **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.

viii. **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 contract 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.

ix. **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.

x. **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.

xi. **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 Fire Department
Fire Marshal
4060 Rocklin Rd
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
CSG Consultants
George Apple, Fire Services Manager
1303 J St, Suite 270
Sacramento, CA 95814

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.

/ / Signatures on the following page

CONTRACTOR

By:_____
Cyrus Kianpour, President Date

By:_____

George Apple, Fire Service Manager Date

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

Date: _____

ATTEST:

By:_____
Avinta Singh, City Clerk

Date: _____

APPROVED AS TO FORM:

By:_____
Matthew McOmber, City Attorney

Date: _____

EXHIBIT A
Contractor Proposal/Scope of Work

Our fire prevention services team delivers:

- Expeditious code analysis with innovative, expert solutions that meet code requirements—protecting occupants, property and emergency personnel while serving the needs of communities, developers and businesses through reductions in costly redesigns.
- Collaboration between our Fire Prevention plan review and Fire Protection Engineering staff, providing complete review of alternative means and methods, fire protection systems, and other complex and diverse fire prevention situations.
- Seamless integration with client agencies—consistently implementing their policies and procedures in an effort to deliver continuous services to their customers.
- Fire inspection for all phases of construction and all types of fire protection systems, with expertise to analyze options if deficiencies exist.
- Rapid inspection response via centralized inspection request scheduling and our personnel's online access to digital project records.

Specific inspections include, but are not limited to:

- Automatic Fire Sprinkler Systems
- Engineered and Pre-engineered Fire Protection Systems (e.g., kitchen hoods, spray booths, clean agent systems)
- Fire Alarm Systems
- Development Improvements (e.g., fire hydrant and other types of water supply systems, fire department access, underground fire Services)
- Fire Code Maintenance/Life Safety (e.g., permitted sites, public and private schools, State licensed facilities, hotels, motels and apartment complexes)

EXHIBIT B

Schedule of Performance

CSG works hard to provide the best quality and most timely service in the industry. We pride ourselves in maintaining the requested plan review times for all our clients—even delivering faster than our own deadlines. Our goal is to approve code-complying projects and to successfully and quickly move work through jurisdictional processes. CSG will ensure that all Fire Life safety duties and follow-up actions will be performed in a timely and responsive manner. If a review is anticipated to take longer than the maximum turnaround timing, CSG will notify the designated representative and negotiate additional time required to ensure an appropriate level of review.

The following are CSG's proposed turnaround times

REVIEW	TURNAROUND TIME
First Submittal	10 business days
Second Submittal and Subsequent Submittals	5 business days
Accelerated Submittal and Subsequent Submittals	5 business days

At the City's request, we can perform plan check services within an accelerated time frame; with fees negotiated between the City and CSG.

EXHIBIT C
Schedule of Fees

Fees not to exceed maximum aggregate amount of $250,000 (two hundred fifty thousand dollars) over the term of the agreement with not to exceed maximum amount of $50,000 (fifty thousand dollars) each fiscal year.

CSG's fee schedule for proposed work is provided below. If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service.

Fire Plan Review (Hourly Rates)
Fire Plan Review $135
Expedited Plan Review (Hourly) 1.5 x Hourly Rate

All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses. Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the agency prior to proceeding. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. Hourly rates for publicly funded projects will be based on current prevailing wage rates. On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region (not to exceed 4% annually). CSG will mail an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

Payment
City shall pay Contractor for all services rendered pursuant to this Agreement as set forth in Exhibits A and C, titled Scope of Work/Contractor Proposal and Schedule of Fees, attached hereto and in accordance to the terms outlined in Section 2 Compensation.

Invoices
Invoices for payment shall be provided to City monthly or within 30 calendar days of the final service date or by July 15 whichever is sooner. City will review, approve, and pay all valid invoices within 30 days of receipt.
Invoices for payment will be submitted by email or mail to the following addresses, will be on Contractor's letterhead and will include the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and supporting documentation, if requested.

Email address:
FireAccountsPayable@Rocklin.ca.us

Mailing address:

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

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.

CONTRACTOR

By:_____

George Apple, Fire Service Manager

Date: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR FIRE PLAN REVIEW AND INSPECTION SERVICES TO BPR, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Fire Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional fire plan check and inspection services; and

WHEREAS, on April 25, 2024, the Fire Department received seven (7) Statements of Qualifications, which were evaluated and ranked with five (5) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with BPR, Inc. for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of fifty thousand dollars ($50,000) per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to BPR, Inc. and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 25th day of June, 2024 by the following vote:

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

_____

Greg Janda, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2024 by and between the **CITY OF ROCKLIN** a municipal corporation ("City"), and **BPR CONSULTING GROUP, 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 Work, Exhibit A, the Schedule of 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 TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000)**. 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:

   i. Job/project name or description;
   ii. City's current purchase order and/or work order number (if applicable);
   iii. Contractor's invoice number;
   iv. Date of invoice issuance;
   v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
   vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
   vii. Total billed to date under agreement.

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. 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.

E. 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.

F. 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.

    a. 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 **June 30, 2027**, unless sooner terminated as provided herein. The City in its sole discretion may choose to extend the contract for two additional one-year terms.

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

i. **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.

ii. **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.

iii. **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.

iv. **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:

i. **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).

ii. **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.

iii. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancelation**. 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 cancelation due to non-payment.

v. **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.

vi. **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.

vii. **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.

viii. **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 contract 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.

ix. **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.

x. **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.

xi. **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 Fire Department
Fire Marshal
4060 Rocklin Rd
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
BPR Consulting Group
Ron Beehler, CBO
2130 Professional Dr, #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.

/ / Signatures on the following page

CONTRACTOR

By:_____
Ron Beehler, CBO Date

By:_____
Date

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

Date: _____

ATTEST:

By:_____
Avinta Singh, City Clerk

Date: _____

APPROVED AS TO FORM:

By:_____
Matthew McOmber, City Attorney

Date: _____

EXHIBIT A
Contractor Proposal/Scope of Work

From the RFQ we understand the Rocklin Fire Department is seeking, and BPR is prepared to provide, the following Scope of Services:

- BPR Fire Plans Examiners will provide as-needed fire examination plan review of construction documents.
- BPR Fire Inspectors will provide fire field inspection services on development projects as requested by the City.
- BPR Fire Plans Examiners and Life Safety Plans Examiners will provide building and fire code plan review as related to fire plan examination of current development projects.
- BPR Fire Inspectors will provide fire field inspections for conformance with applicable fire and building codes.
- BPR staff will provide administrative services and other professional services as authorized and requested by the City as applicable to fire plan review and fire inspection.
- BPR is ready to begin serving the Rocklin Fire Department immediately.

BPR understands that under an agreement with the City of Rocklin Fire Department we may be called upon to provide fire plan review and/or fire inspection services for publicly funded projects. BPR is registered with the Department of Industrial Relations (registration number: PW-LR-1000818519; expires 6/30/2025) and accepts responsibility for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal laws, for services performed under agreement. Our business license with the City of Rocklin is current. All our staff maintain appropriate certifications or professional licenses for the services they provide. Our focus is to maintain the highest and best qualified fire and building department staff in the industry. BPR's staff has extensive experience providing high quality and timely services on behalf of the public agencies we serve.

EXHIBIT B

Schedule of Performance

We complete all plan reviews within the timeframes shown below for both commercial and residential projects as our standard business practice. We will accommodate any turnaround schedule agreed to with our clients. We can provide expedited plan review services when requested in half our regular plan review timeframes which will not exceed five (5) business days.

PROJECT TYPE	BPR'S STANDARD TURN AROUND TIME
Fire Sprinklers (FS)	10 working days or less
Fire Alarms (FA)	10 working days or less
Fire Mains (FM)	10 working days or less
Electrical (E)	10 working days or less
Fire Equipment (FE)	10 working days or less
Miscellaneous (FX)	10 working days or less
Hazardous Materials	10 working days or less
High Piled Stock	10 working days or less

EXHIBIT C
Schedule of Fees

Fees not to exceed maximum aggregate amount of $250,000 (two hundred fifty thousand dollars) over the term of the agreement with not to exceed maximum amount of $50,000 (fifty thousand dollars) each fiscal year..

The rates displayed in the schedule below reflect BPR's 2024 hourly billing rates.

CLASSIFICATION	HOURLY BILLING RATE
ICC Certified Fire Plans Examiner	135
ICC Certified Fire Inspector	120
ICC Certified Building Plans Examiner	135
Permit Technician	75
Permit Technician Trainee/ Fire Department Support Staff	50

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services requested and provided in excess of eight hours per day, nights, and weekends will be charged at 150% of the billing rates indicated above.
- **Expedited Plan Reviews:** Expedited plan reviews can be provided upon request. Fees for expedited plan review services will be 150% of the above noted hourly rates with the review completed within one half of our regular proposed review period.
- **Cost Escalation:** Hourly rates will be subject to an annual increase in 2025 and 2026 based on the Engineering News Record's (ENR) Construction Cost Index (CCI) for the western region, or the Consumer Price Index-Urban (CPI-U); whichever is greater not to exceed 4%.
- **Travel Expenses:** Travel time and mileage will be charged for all site visits. Mileage will be charged at the current Internal Revenue Service (IRS) vehicle mileage rates plus 20%.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.
- **Inspection Services**: There will be a minimum 4-hour charge for each day on-site inspection services are provided within the City.
- **Prevailing Rates**: Prevailing rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects. Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.

Payment
City shall pay Contractor for all services rendered pursuant to this Agreement as set forth in Exhibits A and C, titled Scope of Work/Contractor Proposal and Schedule of Fees, attached hereto and in accordance to the terms outlined in Section 2 Compensation.

Invoices
Invoices for payment shall be provided to City monthly or within 30 calendar days of the final service date or by July 15 whichever is sooner. City will review, approve, and pay all valid invoices within 30 days of receipt.

EXHIBIT C (continued)
Schedule of Fees

Invoices for payment will be submitted by email or mail to the following addresses, will be on Contractor's letterhead and will include the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and supporting documentation, if requested.

Email address:

FireAccountsPayable@Rocklin.ca.us

Mailing address:

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

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.

CONTRACTOR

By:_____

Kevin Duggan, President

Date: _____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City of Rocklin Fire Department's State Mandated Annual Fire Inspection Report

Date: June 25, 2024

Submitted By: Ryan Brayton, Deputy Fire Chief
Reginald Williams, Fire Chief

Department: Fire

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Acknowledging the Fire Department's Compliance with Sections 13146.2 and 13146.3 of the California Health and Safety Code.

Background:

On September 27, 2018, California Senate Bill 1205 (SB1205) became effective, and added a new section to the California Health and Safety Code, affecting every fire department and fire district in the State. SB1205 requires every fire department or district providing fire protection services to inspect all public and private schools, hotels, motels, lodging houses, and apartment buildings annually. Fire departments and fire districts shall report their compliance to Sections 13146.2 and 13146.3 of the Health and Safety Code annually to their administrating authority.

The Rocklin Fire Department conducted inspections of 37 Group E Occupancies (public and private schools) and 56 Group R Occupancies (hotels, motels, lodging, etc.) during the 2023/24 Fiscal Year, as identified in Exhibits A and B to the resolution.

Fiscal Impact:
There are no fiscal impacts with the filling and acceptance of this report.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Group E Occupancies
3. Resolution Exhibit B - Group R Occupancies

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACKNOWLEDGING THE CITY OF ROCKLIN FIRE DEPARTMENT'S COMPLIANCE WITH SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health and Safety Code Section 13146.4 requires all fire departments that provide fire protection services to report annually to its administering authority the compliance with performing inspections required by Health and Safety Code sections 13146.2 and 13146.3; and

WHEREAS, Health and Safety Code Sections 13146.2 and 13146.3 require all fire departments that provide fire protection services to perform annual inspections in every public or private school, hotel, motel, lodging house, and apartment building for compliance with building standards; and

WHEREAS, the City of Rocklin Fire Department has conducted all 37 Group E (school) and 56 Group R (hotel, motel, lodging, etc.) State mandated occupancy inspections for Fiscal Year 2023-2024; and

WHEREAS, the City Council of Rocklin intends this Resolution to fulfill the requirements of the California Health and Safety Code regarding acknowledgment of receipt of the Rocklin Fire Department's Annual Fire Inspection Report as required by California Health and Safety Code Section 13146.4.

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

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

Section 2. The City Council of the City of Rocklin hereby acknowledges receipt of the Rocklin Fire Department's Annual Fire Inspection Report for fiscal year 2023-2024, attached hereto collectively as Exhibits "A" and "B," demonstrating the Fire Department's compliance with the requirements set forth in Health and Safety Code sections 13146.2 and 13146.3.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Madhukansh-Singh, City Clerk

Exhibit A

Rocklin Fire Department, FY 23/24 Completed State Required Inspections

GROUP E OCCUPANCIES (PUBLIC OR PRIVATE SCHOOLS)

	School/Site Inspected	*Inspection Date*
1	Antelope Creek Elementary 6185 Springview Drive 95677	11/27/2023
2	Breen Elementary 2751 Breen Drive 95765	12/13/2023
3	California International School 2213 Sunset Boulevard, 95765	11/27/2023
4	Catalyst Kids- Rocklin ES 5025 Meyers St 95677	2/27/2024
5	Catalyst Kids- Cobblestone ES 5740 Cobblestone Dr 95677	2/29/2024
6	Catalyst Kids- Valley View ES 3000 Crest Dr 95677	2/27/2024
7	Catalyst Kids- Parker Whitney ES 5145 Topaz Ave Bldg E3 95677	2/29/2024
8	Catalyst Kids- Breen ES 2751 Breen Dr Bldg 33 95765	3/6/2024
9	Catalyst Kids- Rock Creek ES 2140 Collet Quarry Dr 95765	3/5/2024
10	Catalyst Kids- Quarry Trails ES 810 Lazy Trail Dr 95765	3/6/2024
11	Catalyst Kids- Sunset Ranch ES 2500 Bridlewood Dr 95765	3/6/2024
12	Catalyst Kids- Twin Oaks ES 2835 Club Dr 95765	3/5/2024
13	Catalyst Kids- Ruhkala ES 6530 Turnstone Way 95765	3/5/2024
14	Catalyst Kids- Antelope Creek ES 6185 Springview Dr 95677	2/29/2024
15	Catalyst Kids- Sierra ES 6811 Camborne Way 95677	2/27/2024
16	Cobblestone Elementary 5740 Cobblestone Drive 95765	12/11/2023
17	The Cottage Homeschool 5425 Coronado Way, 95677	01/08/2024
18	Granite Oaks Middle School 2600 Wyckford Drive 95765	11/27/2023
19	Destiny Christian School 6900 Destiny Drive 95677	12/15/2023
20	Maria Montessori 1850 Wildcat Boulevard 95765	12/12/2023
21	Parker Whitney Elementary 5145 Topaz Avenue 95677	11/28/2023
22	Quarry Trails Elementary 810 Lazy Trail Drive, 95765	12/13/2023
23	Rock Creek Elementary 2140 Collet Quarry Drive 95765	12/12/2023
24	Rocklin Academy Gateway 6550 Lonetree Boulevard 95765	11/28/2023
25	Rocklin Elementary 5025 Meyers Street 95677	12/14/2023
26	Rocklin High School 5301 Victory Lane 95765	12/1/2023
27	Ruhkala Elementary 6530 Turnstone Way 95765	11/28/2023
28	Sierra Elementary 6811 Camborne Way 95677	12/11/2023
29	Springview Middle School 5040 Fifth Street 95677	12/8/2023
30	Sunset Ranch Elementary 2500 Bridlewood Drive 95765	12/15/2023
31	TNT Kidz Center 4500 Tuttle Drive, 95677	12/13/2023
32	Twin Oaks Elementary School 2835 Club Drive 95765	12/14/2023
33	Valley View Elementary School 3000 Crest Drive 95765	12/20/2023
34	Victory High School 3250 Victory Drive 95765	12/14/2023
35	Western Sierra Collegiate Academy 660 Menlo Drive 95765	11/30/2023
36	Whitney High School 701 Wildcat Boulevard 95765	01/17/2024
37	Catalyst Kids- Rocklin ES 5025 Meyers St 95677	2/27/2024

Exhibit B
Rocklin Fire Department, FY 23/24 Completed State Required Inspections
GROUP R OCCUPANCIES
(HOTELS, APARTMENTS, AND CERTAIN RESIDENTIAL CARE FACILITIES)

HOTELS		
Residential Group R-1		
1	Comfort Inn & Suites 4420 Rocklin Road 95677	03/26/2024
2	Days Inn 4515 Granite Drive 95677	03/30/2024
3	Holiday Inn Express 6830 Five Star Boulevard 95677	03/25/2024
4	Rocklin Park Hotel 5450 China Garden Road 95677	04/03/2024
5	Staybridge Suites 6664 Lonetree Boulevard 95765	03/19/2024
6	Surestay Plus 4480 Rocklin Road 95677	03/07/2024
APARTMENTS		
Residential Group R-2		
7	Broadstone Apartments 2301 Sunset Boulevard 95765	03/05/2024
8	College Manor Apartments 4207 Racetrack Road 95677	03/11/2024
9	Creekside Village Apartments 5500 Aguilar Road 95677	03/11/2024
10	The Brighton Apartments 6050 Placer West Drive 95677	03/18/2024
11	Edgewood Apartments 5761 Shannon Bay Drive 95677	02/27/2024
12	Emerald Pointe Apartments 101 Gold Circle 95765	03/05/2024
13	Garnet Creek Apartments 5002 Jewel Street 95677	03/13/2024
14	Granite Creek Apartments 1501 Cobble Creek Circle 95677	03/12/2024
15	The Everette Apartments 3300 Parkside Drive 95677	04/03/2024
16	Easton Apartments 5415 South Grove 95677	03/15/2024
17	The James Apartments 6201 West Oaks Boulevard 95765	03/14/2024
18	Lyn Roc Apartments 6105 Sunset Boulevard 95677	02/27/2024
19	Meridian Apartments 2121 Sunset Boulevard 95765	03/05/2024
20	Montessa 1150 Whitney Ranch Parkway 95765	03/04/2024
21	Oaks at Sunset I 201 Sammy Way 95765	04/15/2024
22	Oaks at Sunset II 2301 Sammy Way 95765	03/05/2024
23	Pacific Heights Apartments 4455 Pacific Street 95677	03/18/2024
24	Pacific Sunset Condos 2550 Sunset Boulevard 95677	04/08/2024
25	Placer West Apartments 6055 Placer West Drive 95677	03/12/2024
26	Quarry Oaks Apartments 3950 Evelyn Avenue 95677	04/11/2024
27	Rocklin Gold Apartments 2651 Sunset Boulevard 95677	03/06/2024
28	Rocklin Manor Apartments 5240 Rocklin Road 95677	03/20/2024
29	Rocklin Ranch Apartments 6601 Blue Oaks Boulevard 95765	04/05/2024
30	Rolling Oaks Apartments 5725 Shannon Bay Drive 95677	04/05/2024
31	Shaliko Apartments 5051 El Don Drive 95677	03/11/2024
32	Shannon Bay Apartments 5757 Shannon Bay Drive 95677	03/06/2024
33	Silver Oaks Apartments 5780 Springview Drive 95677	03/04/2024
34	Springview Oaks Apartments 5795 Springview Drive 95677	02/28/2024

Exhibit B
Rocklin Fire Department, FY 23/24 Completed State Required Inspections
GROUP R OCCUPANCIES
(HOTELS, APARTMENTS, AND CERTAIN RESIDENTIAL CARE FACILITIES)

35	The VUE at Rocklin Ridge 5902 Springview Drive 95677	04/02/2024
36	Stanford Court Apartments 3220 Santa Fe Way 95765	03/19/2024
37	Stanford Heights Apartments 5801 Little Rock Road 95765	03/12/2024
38	Sunset Apartments 3655 Sunset Boulevard 95677	03/20/2024
39	Sunset Summit Apartments 2151 Sunset Boulevard 95765	03/19/2024
40	Sutter Ridge Apartments 5800 Woodside Drive 95677	03/20/2024
41	Vicara Condos 1240 Whitney Ranch Parkway 95765	04/18/2024
42	Villa Serena Apartments 101 Villa Serena Circle 95765	03/14/2024
43	Whitney Ranch Apartments 711 University Avenue 95765	03/20/2024
44	Winsted Apartments 101 Coppervale Circle 95765	03/21/2024
45	Second St Apartments 5085 Second St 95765	03/29/2024
46	Front St Apartments 5250 Front St 95765	03/29/2024
47	3350 Sunset Apartments 3350 Sunset 95765	03/29/2024
48	Sierra Gateway Apartments 5180 Rocklin Rd 95677	03/11/2024
DORMITORIES		
Residential Group R-2.1		
49	Sierra College 5100 Sierra College Boulevard 95677	05/23/2024
50	Jessup University 2121 University Avenue 95765	05/10/2024
LARGE RESIDENTIAL CARE FACILITIES		
Residential Group R-2.1		
51	Ansel Park Assisted Living 1200 Orchid Dr 95765	04/04/2024
52	Atria 3201 Santa Fe Way 95765	03/21/2024
53	Sunrise Assisted Living 6100 Sierra College Blvd 95677	04/24/2024
54	The Pines 500 W Ranch View Dr 95765	05/06/2024
55	The Villas at Stanford Ranch 1430 W Stanford Ranch Rd 95765	04/02/2024
56	Ansel Park Senior Living 1250 Orchid Dr 95765	04/04/2024

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Proclamation Declaring the Month of July as Parks and Recreation Month

Date: June 25, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve a Proclamation Declaring the Month of July as Parks and Recreation Month, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. Parks and Recreation Month Proclamation

Proclamation

Issued by City Council

Parks and Recreation Month
July 2024

WHEREAS, *parks and recreation is an integral part of communities throughout this country, including the City of Rocklin; and*

WHEREAS, *parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and*

WHEREAS, *parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools, and many other activities designated to promote active lifestyles; and*

WHEREAS*, parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and*

WHEREAS, *parks and recreation increases a community's economic prosperity through increased property values, expansion of local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and*

WHEREAS, *parks and recreation is fundamental to the environmental well-being of our community, and*

WHEREAS*, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and*

WHEREAS, *the City of Rocklin recognizes the benefits derived from parks and recreation resources.*

NOW, THEREFORE, BE IT RESOLVED *that the City Council of the City of Rocklin, does hereby proclaim and call upon all citizens of Rocklin to observe the month of July as "Parks and Recreation Month".*

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Purchase of Four Police Vehicles

Date: June 25, 2024

Submitted By: Matt McClure, Public Services Manager
Justin Nartker, Director of Public Services

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Four Chevrolet Tahoe Police Vehicles from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles from Winner Chevrolet.

Background:
Included in the Fiscal Year (FY) 2023/24 Operating Budget, approved by the City Council on June 27, 2023 (Resolution No. 2023-109), was the purchase of four (4) new marked patrol units.

Rocklin Municipal Code Section 3.04.090(C) authorizes the City to enter into cooperative purchasing arrangements with other governmental entities without separate competitive bidding. The state's program provides local government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services. These contracts are created through a competitive bid process that allows members to “piggyback” on the competitive bid contract, eliminating the need to complete the individual RFP/bid process and allowing the City to move quickly to secure services/equipment.

Pursuant to the state contract, Winner Chevrolet Inc. (Elk Grove) has issued quotes for the vehicles noted above (Attachment 1) for a total amount of $245,599 (rounded). Staff recommends the City Council authorize the purchase of the vehicles from Winner Chevrolet in an amount not to exceed $245,599 (rounded), pursuant to California Contract No. 1-22-23-23D (Attachment 2).

Fiscal Impact:
No additional fiscal impact has been identified as the amounts noted in this request are included in the FY 2023/24 Operating Budget.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Vehicle Quote
3. Contract

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE PURCHASE OF FOUR CHEVROLET TAHOE POLICE VEHICLES FROM WINNER CHEVROLET AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE VEHICLES FROM WINNER CHEVROLET

WHEREAS, the funds for four (4) Chevrolet Tahoe Marked Patrol Units, as identified in Exhibit A, were included in the Fiscal Year (FY) 2023/24 Operating Budget on June 27, 2023; and

WHEREAS, staff has determined that it is in the City's best interest to purchase the equipment/vehicles from Winner Chevrolet using the California State Contract #1-22-23-20D that provide member government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services; and

WHEREAS, Pursuant to Rocklin Municipal Code Section 3.04.090 under C-Cooperative purchasing/procurement and D-Piggyback purchasing which allow for the City to enter into cooperative purchasing and/or piggyback purchasing without separate competitive bidding by the City; and

WHEREAS, the total cost of $245,599 (rounded) is included in the FY 2023/2024 Operating budget. No budget appropriation is necessary.

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

Section 1. The City Council hereby approves of the purchase of four (4) Chevrolet Tahoe Marked Patrol Units in the amount of $245,599 (rounded) currently identified in the FY 2023/24 Operating Budget.

Section 2. The City Council hereby approves and authorizes the City Manager to purchase the vehicles incorporated herein by this reference.

PASSED AND ADOPTED this 25th day of June 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Winner Chevrolet

8575 Laguna Grove Drive
Elk Grove, CA 95757
(916)509-8598 - Desk
(916792-3672 - Cell

To:
Matt McClure
City of Rocklin

(916) 871-6909

DATE August 23, 2023
Quotation # 2699

Prepared by: Andrew Villareal

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-23D

Description	AMOUNT
Line #3 Chevy Tahoe	$ 44,000.00
Options (Refer to Window Sticker):	$ 2,099.00
Upgrade to 2024 2WD PPV	$ 10,917.00
Includes 5J0	
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 57,016.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 57,101.00
Tax Rate(Subject to change): 7.250%	$ 4,139.82
Tire Fee:	$8.75
Delivery Charge:	$ 150.00
Total:	**$ 61,399.57**

CA Tire Fee: $1.75 / Per Tire

_____
(Order Acknowledgment Signature) **(Date)**

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at AVillareal@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!

Winner Chevrolet / Lasher Fleet

Andrew Villareal | 916-792-3672 | avillareal@lasherauto.com

[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6)

Prepared By
Andrew Villareal
Winner Chevrolet / Lasher Fleet
916-509-8598-Desk
916-792-3672-Cell
avillareal@lasherauto.com

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Data Version: 17237. Data Updated: Aug 18, 2022 6:51:00 PM PDT.

Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications

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Winner Chevrolet / Lasher Fleet

Andrew Villareal | 916-792-3672 | avillareal@lasherauto.com

Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.***TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. ******IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Thanks!

Prepared By:

Andrew Villareal
Winner Chevrolet / Lasher Fleet
916-792-3672
avillareal@lasherauto.com

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Winner Chevrolet / Lasher Fleet

Andrew Villareal | 916-792-3672 | avillareal@lasherauto.com

[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CC10706	[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial		
	OPTIONS		
1FL	Commercial Preferred Equipment Group		$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.	
5J9	Calibration, taillamp flasher, Red/White	Inc.	
5LO	Calibration, taillamp flasher, Red/Red	Inc.	
5T5	Seats, front cloth and second row vinyl		$0.00
5Y1	Front center seat (20% seat) delete		$0.00
6E2	Fleet Calibration		$25.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.	
6N5	Switches, rear window inoperative		$57.00
6N6	Door locks and handles, inside rear doors inoperative		$62.00
7X2	Spotlamps, left- and right-hand		$1,340.00
9C1	Identifier for Police Package Vehicle		$0.00
AMF	Remote Keyless Entry Package		$75.00
ATD	Seat delete, third row passenger	Inc.	
AX2	Key, unique	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
BCV	Lock control, driver side auto door lock disable	Inc.	
C6C	GVWR, 7400 lbs. (3357 kg)		$0.00

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

GBA	Black		$0.00
GU5	Rear axle, 3.23 ratio		$0.00
H1T	Jet Black, Cloth seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen		$0.00
J55	Brake system, heavy duty	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PQA	1FL Safety Package		$395.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UE4	Following Distance Indicator	Inc.	
UEU	Forward Collision Alert	Inc.	
UHX	Lane Keep Assist	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKJ	Front Pedestrian Braking	Inc.	
UN9	Radio Suppression Package, with ground straps		$95.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V03	Cooling system, extra capacity	Inc.	
V53	Luggage rack side rails, delete	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black		$50.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		$0.00
VQ2	Fleet processing option		$0.00
VXT	Incomplete vehicle	Inc.	

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
YF5	Emissions, California state requirements		$0.00
Z56	Suspension Package, heavy-duty, police-rated.	Inc.	
___	Capless Fuel Fill	Inc.	
___	Exterior ornamentation delete	Inc.	
___	Instrumentation, analog	Inc.	
___	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
___	Power supply, 50-amp, power supply, auxiliary battery	Inc.	
___	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.	
___	Seat belts, 3-point, all seating positions	Inc.	
___	Protected idle	Inc.	

FUEL ECONOMY

Est City:14 (2022) MPG

Est Highway:20 (2022) MPG

Est Highway Cruising Range:480.00 mi

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Winner Chevrolet / Lasher Fleet

Andrew Villareal | 916-792-3672 | avillareal@lasherauto.com

[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

Standard Equipment

Mechanical	
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
	Rear axle, 3.23 ratio
	Suspension Package, Premium Smooth Ride (STD)
	GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Differential, mechanical limited-slip
	Rear wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Battery, 730 cold-cranking amps with 80 amp hour rating
	Alternator, 220 amps
	Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Trailer sway control
	Hitch Guidance
	Suspension, front coil-over-shock with stabilizer bar
	Suspension, rear multi-link with coil springs
	Steering, power
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Exhaust, single system, single-outlet
	Mechanical Jack with tools
Exterior	
	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

Exterior	
	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)
	Wheel, full-size spare, 17" (43.2 cm)
	Tire, spare P265/70R17 all-season, blackwall
	Tire carrier, lockable outside spare, winch-type mounted under frame at rear
	Active aero shutters, upper
	Fascia, front
	Luggage rack side rails, roof-mounted, Black
	Assist steps, Black with chrome accent strip
	Headlamps, LED
	Lamps, stop and tail, LED
	Mirrors, outside heated power-adjustable, manual-folding, body-color
	Mirror caps, body-color
	Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
	Glass, acoustic, laminated
	Glass, windshield shade band
	Windshield, solar absorbing
	Wipers, front intermittent, Rainsense
	Wiper, rear intermittent with washer
	Door handles, body-color
	Liftgate, rear manual
Entertainment	
	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
	Audio system feature, 6-speaker system
	SiriusXM Radio delete
	Infotainment display, 8" diagonal touchscreen
	Bluetooth for phone personal cell phone connectivity to vehicle audio system
	Wireless Apple CarPlay/Wireless Android Auto
	Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

Interior	
	Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)
	Seat trim, cloth
	Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar
	Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar
	Seats, second row 60/40 split-folding bench, manual
	Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle.)
	Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
	Electronic Precision Shift
	Steering column lock, electrical (Standard on models built after July 18, 2022.)
	Steering column, manual tilt and telescopic
	Steering wheel, urethane
	Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)
	Driver Information Center, 4.2" diagonal color display includes driver personalization
	Rear Seat Reminder
	Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)
	Keyless Open includes extended range Remote Keyless Entry
	Cruise control, electronic with set and resume speed
	Theft-deterrent system, content, electrical, unauthorized entry
	USB data ports, 2, one type-A and one type-C, located within center console
	USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

Interior	
	Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area
	Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger illuminated vanity mirrors, sliding
	Assist handles, overhead, driver and front passenger, located in headliner
	Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)
	Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.
	Cargo management system
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Automatic Emergency Braking
	Hill Start Assist
	StabiliTrak, stability control system with brake assist, includes traction control
Safety-Exterior	
	Daytime Running Lamps, reduced intensity low beam
Safety-Interior	
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Front and Rear Park Assist
	Following Distance Indicator
	HD Rear Vision Camera

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

Safety-Interior	
	Front Pedestrian Braking
	Lane Keep Assist with Lane Departure Warning
	Forward Collision Alert
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)
	Door locks, rear child security, manual
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)
	Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
	Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on
WARRANTY	
	Warranty Note: <<< Preliminary 2023 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles Maintenance Note: 1 Year/1 Visit

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	3300 lbs
Rear Gross Axle Weight Rating:	4300 lbs
Gross Vehicle Weight Rating:	7400.00 lbs

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (✓ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	MHU
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.14
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	20 (2022) MPG	Cruising Range - City	336.00 mi
EPA Fuel Economy Est - City	14 (2022) MPG	Fuel Economy Est-Combined	16 (2022) MPG
Cruising Range - Hwy	480.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	850	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	N/A

Cooling System

Total Cooling System Capacity	N/A

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	10.4 (2022)	EPA Greenhouse Gas Score	N/A

Vehicle

Rear Door Type	Liftgate

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3300 lbs
Gross Axle Wt Rating - Rear	4300 lbs	Curb Weight - Front	2697 lbs
Curb Weight - Rear	2659 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	603.00 lbs
Reserve Axle Capacity - Rear	1641.00 lbs	As Spec'd Curb Weight	5356.00 lbs
As Spec'd Payload	2044.00 lbs	Maximum Payload Capacity	2044.00 lbs
Gross Combined Wt Rating	14000 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	5356.00 lbs	Reserve Axle Capacity	2244.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7400.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	6000 lbs	Wt Distributing Hitch - Max Tongue Wt.	600 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	8400 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Chassis

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	XCS	Rear Tire Order Code	XCS
Spare Tire Order Code	RAV	Front Tire Size	275/55R20SL
Rear Tire Size	275/55R20SL	Spare Tire Size	P275/55R20
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	20 x 9 in	Rear Wheel Size	20 x 9 in
Spare Wheel Size	20 x -TBD- in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	39.0 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.2 in
Rear Brake Rotor Diam x Thickness	13.6 x 1.0 in	Drum - Rear (Yes or)	N/A

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

Chassis

Brakes

Rear Drum Diam x Width	N/A

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	42.3 in
Front Leg Room	44.5 in	Front Shoulder Room	66.0 in
Front Hip Room	61.5 in	Second Head Room	38.9 in
Second Leg Room	42.0 in	Second Shoulder Room	64.8 in
Second Hip Room	61.3 in	Third Head Room	N/A
Third Leg Room	N/A	Third Shoulder Room	N/A
Third Hip Room	N/A		

Exterior Dimensions

Wheelbase	120.9 in	Length, Overall w/rear bumper	N/A
Length, Overall	210.7 in	Width, Max w/o mirrors	81 in
Height, Overall	75.8 in	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	8 in
Ground Clearance, Rear	8 in	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A
Side Door Opening Height	N/A	Side Door Opening Width	N/A
Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		

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[Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (6) (Complete)

Dimensions

Cargo Area Dimensions

Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	N/A
Cargo Area Length @ Floor to Seat 2	N/A	Cargo Area Length @ Floor to Seat 3	N/A
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	49.4 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	N/A	Cargo Volume to Seat 1	125.9 ft^3
Cargo Volume to Seat 2	70.3 ft^3	Cargo Volume to Seat 3	N/A
Cargo Volume to Seat 4	N/A	Ext'd Cab Cargo Volume	N/A

Exterior

Doors

Side Door Type	N/A

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Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS

MANDATORY

Supplement 22

(Incorporates Supplements 1 – 22)

ISSUE AND EFFECTIVE DATE:	***04/19/2024***
CONTRACT NUMBER:	1-22-23-23 ***B through I***
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	~~***[Lithia Nissan of Fresno (1-22-23-23A)]***~~ Ocean Honda (1-22-23-23B) Freeway Toyota (1-22-23-23C) Winner Chevrolet (1-22-23-23D) Elk Grove Auto (1-22-23-23E) Downtown Ford (1-22-23-23F) Watsonville Fleet Group (1-22-23-23G) US Fleet Source (1-22-23-23H) CA Car Group (1-22-23-23I)
CONTRACT TERM:	05/01/2022 through 04/30/2025
STATE CONTRACT ADMINISTRATOR:	Frank Martin 279-946-8035 Frank.Martin@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 11/19/2021) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
22	➢ ***Termination of Contract 1-22-23-23A.*** ➢ ***Cover Page and Articles 1, 8, 12, 22, 25, 26, and 33: updated language.*** ➢ ***Attachment A – Contract Pricing – Supplement 21: replaced with Attachment A – Contract Pricing – Supplement 22. ****	***04/19/2024***
21	➢ Attachment A – Contract Pricing – Supplement 20 has been replaced with Attachment A – Contract Pricing – Supplement 21.	04/05/2024
20	➢ Attachment A – Contract Pricing – Supplement 19 has been replaced with Attachment A – Contract Pricing – Supplement 20.	02/29/2024
19	➢ Attachment A – Contract Pricing – Supplement 18 has been replaced with Attachment A – Contract Pricing – Supplement 19.	01/12/2024
18	➢ *Attachment A – Contract Pricing – Supplement 17 has been replaced with Attachment A – Contract Pricing – Supplement 18 due to price correction for previous supplement.	01/04/2024
17	➢ Attachment A – Contract Pricing – Supplement 15 has been replaced with Attachment A – Contract Pricing – Supplement 17.	12/22/2023
16	➢ Lithia Nissan contact information updated. ➢ Downtown Ford contact information updated.	12/12/2023

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

15	➢ Attachment A – Contract Pricing – Supplement 14 has been replaced with Attachment A – Contract Pricing – Supplement 15	11/17/2023
14	➢ Attachment A – Contract Pricing – Supplement 13 has been replaced with Attachment A – Contract Pricing – Supplement 14	11/15/2023
13	➢ Attachment A – Contract Pricing – Supplement 12 has been replaced with Attachment A – Contract Pricing – Supplement 13	10/31/2023
12	➢ Attachment A – Contract Pricing – Supplement 11 has been replaced with Attachment A – Contract Pricing – Supplement 12	09/21/2023
11	➢ Attachment A – Contract Pricing – Supplement 10 has been replaced with Attachment A – Contract Pricing – Supplement 11	8/31/2023
10	➢ Attachment A – Contract Pricing – Supplement 8 has been replaced with Attachment A – Contract Pricing – Supplement 10.	8/24/2023
9	➢ Update State Contract Administrator information.	08/04/2023
8	➢ Attachment A – Contract Pricing – Supplement 7 has been replaced with Attachment A – Contract Pricing – Supplement 8	07/28/2023
7	➢ Attachment A – Contract Pricing – Supplement 6 has been replaced with Attachment A – Contract Pricing – Supplement 7 ➢ Downtown Ford's email address has been updated	06/16/2023
6	➢ Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6	01/23/2023

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

5	➢ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	12/06/2022
4	➢ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➢ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3 ➢ Contact Information for Downtown Ford has been updated	09/19/2022
2	➢ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2	08/16/2022
1	➢ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1 ➢ Attachment D – Vehicle Specifications has been added ➢ Article 25 – Payments, language has been modified	05/26/2022
N/A	Original Contract Posted	05/01/2022

All other terms and conditions remain the same.

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

TABLE OF CONTENTS

1. SCOPE 7
2. CONTRACT USAGE/RULES 7
3. DGS ADMINISTRATIVE FEES 8
4. SB/DVBE OFF-RAMP PROVISION 8
5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE 8
6. CONTRACT ITEMS 9
7. SPECIFICATIONS 10
8. CUSTOMER SERVICE 10
9. PRODUCT SUBSTITUTIONS 12
10. PURCHASE EXECUTION 12
11. MINIMUM ORDER 13
12. ORDERING PROCEDURE 13
13. ORDER ACCEPTANCE 14
14. ORDER ACKNOWLEDMENT 15
15. DELAYED PRODUCTION REMEDY 15
16. DISCONTINUED VEHICLE REMEDY 15
17. DELIVERY PROCEDURES 15
18. INSPECTION AND ACCEPTANCE 16
19. EMERGENCY/EXPEDITED ORDERS 17
20. FREE ON BOARD (F.O.B.) DESTINATION 17
21. SHIPPED ORDERS 17
22. CONTRACT ADMINISTRATION 18
23. RESTOCKING FEES 20
24. INVOICING 20
25. PAYMENT 20
26. CALIFORNIA SELLER'S PERMIT 21
27. WARRANTY 21
28. REPAIR PARTS 22
29. MAINTENANCE PLAN 23
30. RECYCLED CONTENT 23
31. SB/DVBE PARTICIPATION 23
32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING 23

33. ATTACHMENTS 24

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

1. SCOPE

The State's contracts provide Fleet Vehicles - Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-23 ***B – I***. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Vans & SUVs to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
~~*[Lithia Nissan of Fresno*~~	~~*1-22-23-23A*~~	~~*Al Pacheco*~~	~~*(559) 440-7946*~~	~~*hpacheco@lithia.com]*~~
Ocean Honda	1-22-23-23B	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Freeway Toyota of Hanford	1-22-23-23C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-22-23-23D	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Elk Grove Auto	1-22-23-23E	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Downtown Ford Sales	1-22-23-23F	Sandra Scott	(916) 442-9631	sandrascott@fordsacramento.com
Watsonville Fleet Group	1-22-23-23G	Yesenia Covarrubias	(626) 457-5590	yesenia@watsonvillefleetgroup.com
US Fleet Source	1-22-23-23H	Lisa Molino	(626) 344-4285	Info@usfleetsource.com
CA Car Group	1-22-23-23I	Richard M. Slade	(925) 560-4465	RichardMS@cacargroup.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
~~*[Contract # 1-22-23-23A*~~	~~*U.S. Mail: Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710 Attn: Al Pacheco*~~	~~*Facsimile: N/A*~~	~~*Email: hpacheco@lithia.com]*~~
Contract # 1-22-23-23B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-23C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-23D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

	Elk Grove, CA 95757 Attn: Jerry Powers		
Contract # 1-22-23-23E	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-22-23-23F	U.S. Mail: Downtown Ford Sales 525 N 16th St Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: sandrascott@fordsacramento.com
Contract # 1-22-23-23G	U.S. Mail: Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@watsonvillefleetgroup.com
Contract # 1-22-23-23H	U.S. Mail: US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724	Facsimile: (626) 228-3077	Email: info@usfleetsource.com
Contract # 1-22-23-23I	U.S. Mail: CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade	Facsimile: N/A	Email: RichardMS@cacargroup.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the

pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- “Line Set Tickets” or “Window (Monroney) Sticker” showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner’s manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor’s place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the Contractor and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Frank Martin
Telephone:	(279) 946-8035
Facsimile:	NA
Email:	Frank.Martin@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Frank Martin 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	~~***[Lithia Nissan of Fresno Contract # 1-22-23-23A]***~~	**Ocean Honda** Contract # 1-22-23-23B
Contact Name:	~~***[Al Pacheco]***~~	Pat Ireland
Telephone:	~~***[(559) 440-7946]***~~	(559) 707-5735
Facsimile:	~~***[N/A]***~~	(559) 961-4601
Email:	~~***[hpacheco@lithia.com]***~~	patireland1962@yahoo.com
Address:	~~***[Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710]***~~	Ocean Honda 3801 Soquel Dr Soquel, CA 95073

Dealer Contact Information	**Freeway Toyota of Hanford** Contract # 1-18-23-23C	**Winner Chevrolet** Contract # 1-18-23-23D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

Dealer Contact Information	**Elk Grove Auto Group** Contract # 1-22-23-23E	**Downtown Ford Sales** Contract # 1-22-23-23F
Contact Name:	Jerry Powers	Sandra Scott
Telephone:	(916) 426-5752	(916) 442-9631
Facsimile:	(916) 421-0149	(916) 491-3138
Email:	jpowers@lasherauto.com	sandrascott@fordsacramento.com
Address:	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16th St Sacramento, CA 95811

Dealer Contact Information	**Watsonville Fleet Group** Contract # 1-22-23-23G	**US Fleet Source** Contract # 1-22-23-23H
Contact Name:	Yesenia Covarrubias	Lisa Molino
Telephone:	(626) 457-5590	(626) 344-4285
Facsimile:	(626) 457-5593	(626) 416-3064
Email:	yesenia@watsonvillefleetgroup.com	info@usfleetsource.com
Address:	Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

Dealer Contact Information	**CA Car Group** Contract # 1-22-23-23I
Contact Name:	Richard M. Slade
Telephone:	(925) 560-4465
Facsimile:	N/A
Email:	RichardMS@cacargroup.com
Address:	CA Car Group 4200 John Monego Ct Dublin, CA 94568

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-23 ***B – G*** include a $500 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-23 H & I offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
~~*[Lithia Nissan of Fresno*~~	~~*97163762]*~~
Ocean Honda	101-652579
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Elk Grove Auto Group	100-197237
Downtown Ford Sales	28600344
Watsonville Fleet Group	245364864 101-135239
US Fleet Source	103-097044
CA Car Group	100-214737

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be

honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory

expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating

Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

33. ATTACHMENTS

Attachment A – Contract Pricing, ***Supplement 22****
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Specifications

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City-Wide Bark & Play Fiber Maintenance Award

Date: June 25, 2024

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

Department: Public Services

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (City-Wide Bark and Play Fiber Maintenance).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the City-Wide Bark & Play Fiber Maintenance to Jet Mulch, Inc., and Authorizing the City Manager to Execute an Agreement.

Background:

The City-Wide Bark & Play Fiber Maintenance project is included in the Fiscal Year (FY) 2024/25 Operating Budget, scheduled for review and approval by the City Council on June 25, 2024. This project generally involves placing bark or play fiber within City landscaped rights-of-way, streetscapes, City parks, and around other City-owned facilities. All locations are within the Rocklin City Limits (see Attachment 3).

The bid for City-Wide Bark & Play Fiber Maintenance was advertised on January 11, 2024, and January 18, 2024, with the bid opening on Tuesday, February 6, 2024 (see Attachment 4). Two (2) bids were received. The bid prices reflected below are the combined total unit costs, per cubic yard of material, per year:

CONTRACTOR	Year 1	Year 2	Year 3	Total
Jet Mulch, Inc. (Modesto)	$105.61	$108.61	$111.61	$325.83
Applied Landscape Materials (Rocklin)	$109.25	$109.25	$109.25	$327.75

Staff reviewed the apparent low bid for responsiveness and identified an insignificant mathematical error. Despite this minor discrepancy, the bid has been determined to be sufficient and meets the necessary requirements for consideration and determined they were responsive, concluding that Jet Mulch, Inc. submitted the lowest responsible bid. Staff recommends that the City Council award the contract to Jet Mulch, Inc.

This is a three-year contract with a not to exceed amount of Six Hundred Thousand Dollars

($600,000). The costs/funding are included in the individual departments' budgets and will be charged accordingly at the time of use.

Environmental Analysis:

The City of Rocklin's Environmental Coordinator has reviewed the City-Wide Bark & Play Fiber Maintenance project and determined that it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 and has prepared a Notice of Exemption.

Fiscal Impact:

There is no additional fiscal impact as this project is included in the FY 2024/25 Operating Budget in various departments/funds. Costs for years 2 and 3 will be reflected in future operating budgets.

ATTACHMENTS:

1. Resolution A - Notice of Exemption
2. Resolution B - Contract Award
3. Project Location Map
4. Bid Summary
5. Jet Mulch Bid

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(CITY-WIDE BARK & PLAY FIBER MAINTENANCE)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the City-Wide Bark and Play Fiber Maintenance (Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15301 – Existing Facilities; and

WHEREAS, a Notice of Exemption has been prepared for the Project.

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

Section 1. Based on the review and determination of the Environmental Coordinator, the City Council of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. A Notice of Exemption is approved for the Project.

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 25th day of June, 2024 by the following roll call vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

NOTICE OF EXEMPTION

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

☒ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3004

FROM: City of Rocklin
Public Works Department
4081 Alvis Court
Rocklin, CA 95677

Project Title: City of Rocklin City-Wide Bark & Play Fiber Maintenance

Project Location - Specific: The proposed project location is City Landscaped right of ways

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

Description of Nature, Purpose and Beneficiaries of Project: The project is delivery and installation of bark and playground fiber in city landscaped right of ways, streetscapes, city parks, and around other city owned facilities. There will be no expansion of the existing landscaped areas or change in the uses.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: City of Rocklin

Exempt Status (Check one)

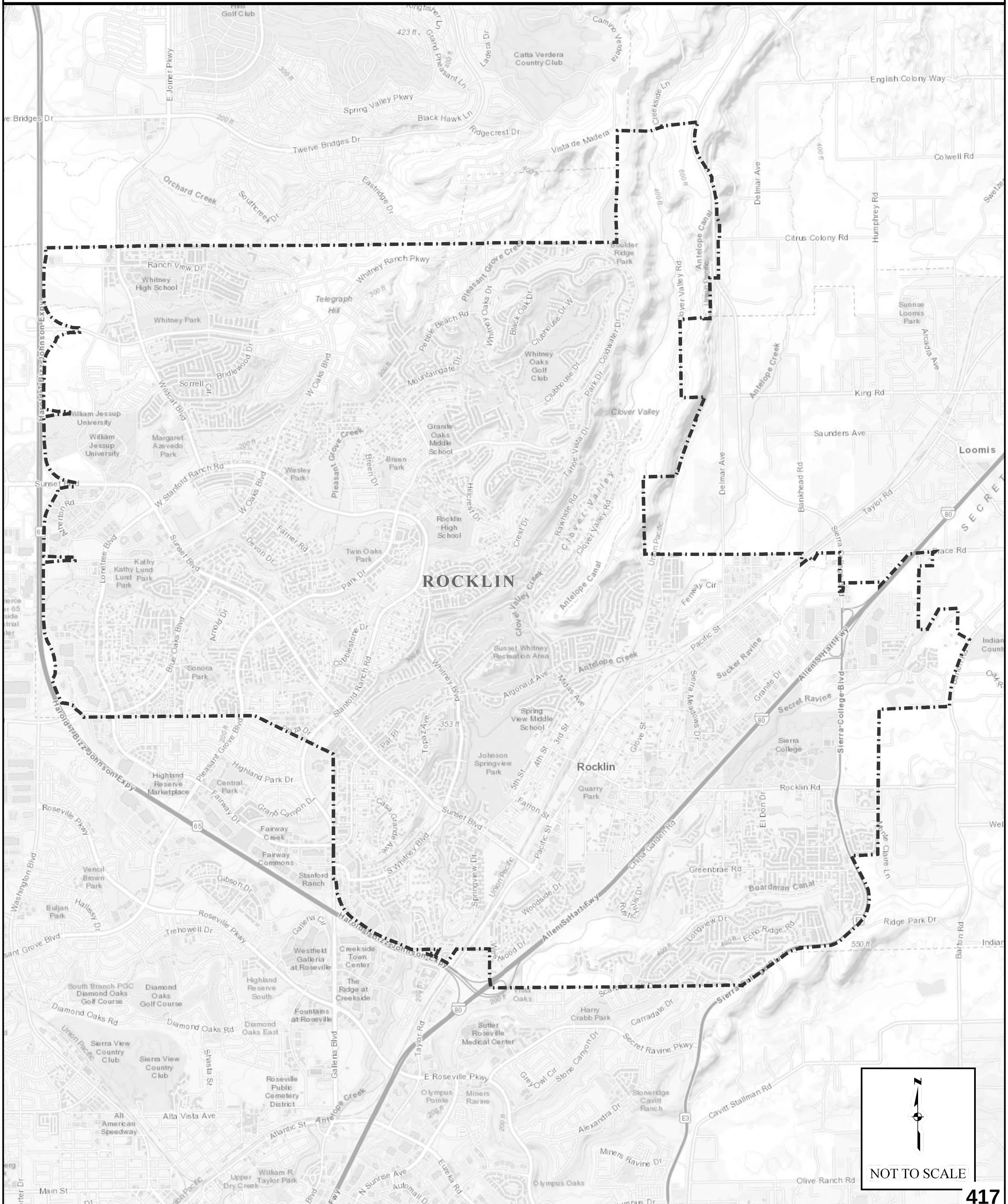
☒ Categorical Exemption (California Code of Regulations Sec. 15300 et seq.): Section 15301 – Existing Facilities.

Reasons why the project is exempt:
The project involves the placement of bark and playground fiber, as further described above. Class 1 exemptions consist of the minor alteration of existing facilities involving negligible or no expansion beyond the existing use. Examples include but are not limited to: (h) Maintenance of existing landscaping, native growth, and water supply resevoirs. The project as proposed is consistent with the exemption class description noted above and is exempt pursuant to Class 1 of the CEQA Guidelines

Contact Person: Justin Nartker, Director of Public Works, City of Rocklin, Public Works Department, 4081 Alvis Court, Rocklin, CA, 95677, (916) 625-5500

Signature: _____ **Date:** _____
Justin Nartker, Director of Public Works

Exhibit A



ROCKLIN
Rocklin
Loomis
Golf Club
Catta Verdera Country Club
English Colony Way
Colwell Rd
Citrus Colony Rd
Spring Valley Pkwy
Black Hawk Ln
Ridgecrest Dr
Twelve Bridges Dr
Vista de Madera
Orchard Creek
Southcreek Dr
Eastridge Dr
E Joiner Pkwy
Creekside Ln
Camino Verdera
Kingfisher Ln
Grand Pheasant Ln
Ladera Dr
Delmar Ave
Humphrey Rd
Boulder Ridge Park
Ranch View Dr
Whitney Ranch Pkwy
Whitney High School
Whitney Park
Telegraph Hill
Pleasant Grove Creek
Pebble Beach Rd
Whitney Oaks Dr
Black Oak Dr
Clubhouse Dr W
Whitney Oaks Golf Club
Coldwater Dr
Clover Valley Rd
Antelope Canal
Sunrise Loomis Park
Arcadia Ave
Antelope Creek
King Rd
Saunders Ave
Bridlewood Dr
Sorrell Cir
Wildcat Blvd
W Oaks Blvd
Mountaingate Dr
Clubhouse Dr
Park Dr
Clover Valley
William Jessup University
Margaret Azevedo Park
Granite Oaks Middle School
Breen Park
Breen Dr
Wesley Park
W Stanford Ranch Rd
Tahoe Vista Dr
Sunset Blvd
Lonetree Blvd
Kathy Lund Park
Devon Dr
Farrier Rd
Rocklin High School
Hillcrest Dr
Crest Dr
Rawhide Rd
Twin Oaks Park
Bankhead Rd
Taylor Rd
Brace Rd
Fenway Cir
Pacific St
Sucker Ravine
Granite Dr
Secret Ravine
Arnold Dr
Blue Oaks Blvd
Sonora Park
Cobblestone Dr
Stanford Ranch Rd
Whitney Blvd
Sunset Whitney Recreation Area
Antelope Creek
Argonaut Ave
Midas Ave
Sierra Meadows Dr
Sierra College Blvd
Sierra College
Spring View Middle School
Johnson Springview Park
Quarry Park
Rocklin Rd
El Don Dr
Harold T Bizz Johnson Expy
Highland Reserve Marketplace
Pleasant Grove Blvd
Highland Park Dr
Central Park
Grand Canyon Dr
Fairway Dr
Fairway Creek
Fairway Commons
Stanford Ranch
Roseville Pkwy
Washington Blvd
Vencil Brown Park
Buljan Park
Gibson Dr
Casa Grande Ave
S Whitney Blvd
Springview Dr
Union Pacific
Woodside Dr
China Garden Rd
Greenbrae Rd
Boardman Canal
Echo Ridge Rd
Longview Dr
Ridge Park Dr
Barton Rd
Galleria Cir
Westfield Galleria at Roseville
Creekside Town Center
The Ridge at Creekside
Highland Reserve South
South Branch PGC Diamond Oaks Golf Course
Diamond Oaks Golf Course
Diamond Oaks Rd
Diamond Oaks East
Fountains at Roseville
Galleria Blvd
Taylor Rd
Sutter Roseville Medical Center
Harry Crabb Park
Carradate Dr
Secret Ravine Pkwy
Sierra View Country Club
Shasta St
Roseville Public Cemetery District
E Roseville Pkwy
Olympus Pointe
Miners Ravine
Stone Canyon Dr
Grey Owl Cir
Stoneridge Cavitt Ranch
Cavitt Stallman Rd
Antelope Creek
All American Speedway
Alta Vista Ave
Atlantic St
Alexandra Dr
Miners Ravine Dr
Upper Dry Creek
William R Taylor Park
N Sunrise Ave
Eureka Rd
Olympus Oaks
Olympus Dr
Olive Ranch Rd
Main St
Porter Dr
Trehowell Dr
Hallissy Dr
AllenS Hart Fwy
NOT TO SCALE
N

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AWARDING THE CONTRACT FOR THE CITY-WIDE BARK & PLAY FIBER MAINTENANCE TO
JET MULCH, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT

WHEREAS, the City-wide Bark & Play Fiber Maintenance consists generally of placing bark within city landscaped right of ways, streetscapes, city parks and around other city own facilities. All locations are within the Rocklin City Limits; and

WHEREAS, the invitation for bids was advertised on January 11, 2024, and January 18, 2024, with the bid opening Tuesday, February 6, 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 $325.83 for the combined unit cost over three years, submitted by Jet Mulch, Inc. and staff recommends that the contract for the project be awarded to Jet Mulch, Inc.; and

WHEREAS, the total authorized Project amount is a not to exceed $600,000 provided sufficient funds for services have been appropriated; and

WHEREAS, this project is included in the Fiscal Year (FY) 2024/25 Operating Budget approved by the City Council of the City of Rocklin and is funded from the budget of several departments which utilize various funding sources (CFD5-232, L&L2-235, General Fund-100, and Gas Tax-210).

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

Section 1. The mathematical error identified in the Jet Mulch, Inc. bid is determined to be insignificant and therefore waived.

Section 2. The contract for the City-wide Bark & Play Fiber Maintenance is awarded to Jet Mulch, Inc. and the City Manager is authorized to execute the Agreement with Jet Mulch, Inc. in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on June 25, 2024, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Jet Mulch, Inc., "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

A. 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

B. 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 Six Hundred Thousand Dollars ($600,000).** 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.

C. 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.

D. 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.

E. 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

F. 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 three years from the date of award, with the option for the City to extend the contract for two additional one-year terms unless sooner terminated as provided herein.

G. 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;

i. 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.

B. **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status***. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. ***Primary Coverage***. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. ***Notice of Cancellation***. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

4. ***Waiver of Subrogation***. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. ***Self-Insured Retentions***. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. ***Acceptability of Insurers***. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. ***Claims Made Policies***. If any of the required policies for professional liability insurance provide claims-made coverage:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. ***Verification of Coverage***. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. ***Subcontractors***. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. ***Special Risks or Circumstances***. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents**. This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment

discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:
City of Rocklin
Public Services Department
4081 Alvis Court
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
Jet Mulch, Inc.
2901 Park Ave., Ste. D3
Soquel, Ca 95073

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: _____
[Name, Title]

By: _____
[Name, Title]

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

The scope of work is as follows:

General Work Description:
This project consists generally of placing bark within city landscaped right of ways, streetscapes, city parks and around other city owned facilities. All locations are within the Rocklin City Limits.

The unit price bid will include:

- Installation and clean up Contractor to provide all supplies, materials, labor, labor supervision, tools, equipment, traffic control and transportation necessary to complete Project Services.
- Traffic control per the most current California MUTCD
- Dust control
- Water pollution control
- Contractor must have the ability to install bark at a rate of 300+ cubic yards per hour in order to minimize street closure and circulation interruption.

All work includes but is not limited to:

1. Walk On Landscape Bark- This will include the Installation and clean-up of Landscape Bark in various types of landscapes such as, but not limited to, medians, streetscapes, parks and other city owned facilities. At all locations, bark layer must be to a depth of (3) inches. After bark installation, all “in ground control boxes” and plant materials shall be cleared of bark. Contractor will be responsible to clean off all walkways and surrounding areas after bark has been installed. All depths will be to the satisfaction of the Landscape Supervisor or his designee. Walk On Landscape bark will be 100% virgin Natural Fir Bark wood that has been screened to 1”-3” in particle size or SB1383 Dyed Brown Recycled Bark as determined by the Landscape Supervisor.

2. Playground Engineered Fiber- This will include the Installation and clean-up of Playground Engineered Fiber in various park playground areas. Playground Engineered Fiber will be 100% Virgin Cedar- Blonde screened to 3/8”-3/4” in particle size. After bark installation, all “in ground control boxes” and plant materials shall be cleared of bark. Contractor will be responsible to clean off all walkways and surrounding areas after bark has been installed. Product shall be applied using a pneumatic application process. This process insures a consistent depth of material while minimizing site interruption and clean-up. Product shall be placed at a depth of at least twelve (12) inches for a new installation (determined by the city representative). Product shall be topped off to a depth of at least twelve (12) inches necessary to re-establish a on maintenance areas (determined by city representative). All depths will be to the satisfaction of the Parks or his designee.

Playground Engineered Fiber will meet or exceed the requirements outlined in:

ASTM –F1292 Specification for impact attenuation performance requirements for playground surfaces within the use of playground equipment.
ASTM-F1951 Wheel chair accessibility test. Specification for determining accessibility of materials used under and around playground equipment.

ASTM-F2075 Sieve Test Analysis, hazardous metals test, tramp metal test

SPECIAL PROVISIONS
Citywide Bark & Playground Fiber Maintenance

1. Permit Fees

    - Any/all City of Rocklin required/issued permits and city inspections for this project will be issued and/or provided on a no-fee basis.

2. Business License

    - Contractor and all subcontractors will be required to obtain, at their cost, the appropriate business license.

3. Site Security and Cleanup

    - Contractor is responsible to keep site secured at all times and free from hazards. All equipment, materials, and supplies shall be secured throughout the project.

EXHIBIT B

Schedule of Performance

The initial contract will be for a term of three (3) years from the date of award. The City may renew the contract for up to two (2) additional years, one (1) year at a time at its sole discretion.

EXHIBIT C

Schedule of Fees

The total not to exceed amount shall not exceed Six Hundred Thousand Dollars ($600,000) provided sufficient funds for services have been appropriated.

The initial contract will be for a term of three (3) years from the date of award. The City may renew the contract for up to two (2) additional years, one (1) 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 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 exceed 4%. In its requests for price increases the Contractor shall cite sources, specific conditions, and document how those conditions affect the cost.

The Fee Schedule is as follows:

Item No.	Item Description	Est. Qty.	Unit of Measure	March 1,2024 – February 28,2025	March 1,2025 – February 28, 2026	March 1, 2026 – February 28, 2027
1	Walk On Bark (per Appendix B Specifications)	1	Cu. Yd.	$44.17	$45.17	$46.17
2	SB1383 Dyed Brown Recycled Bark (per Appendix B Specifications)	1	Cu. Yd.	$31.57	$32.57	$33.57
3	Playground Engineered Fiber(per Appendix B Specifications)	1	Cu. Yd.	$29.87	$30.87	$31.87

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]

EXHIBIT E
LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll

(but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4. Eight-Hour Day Limitation

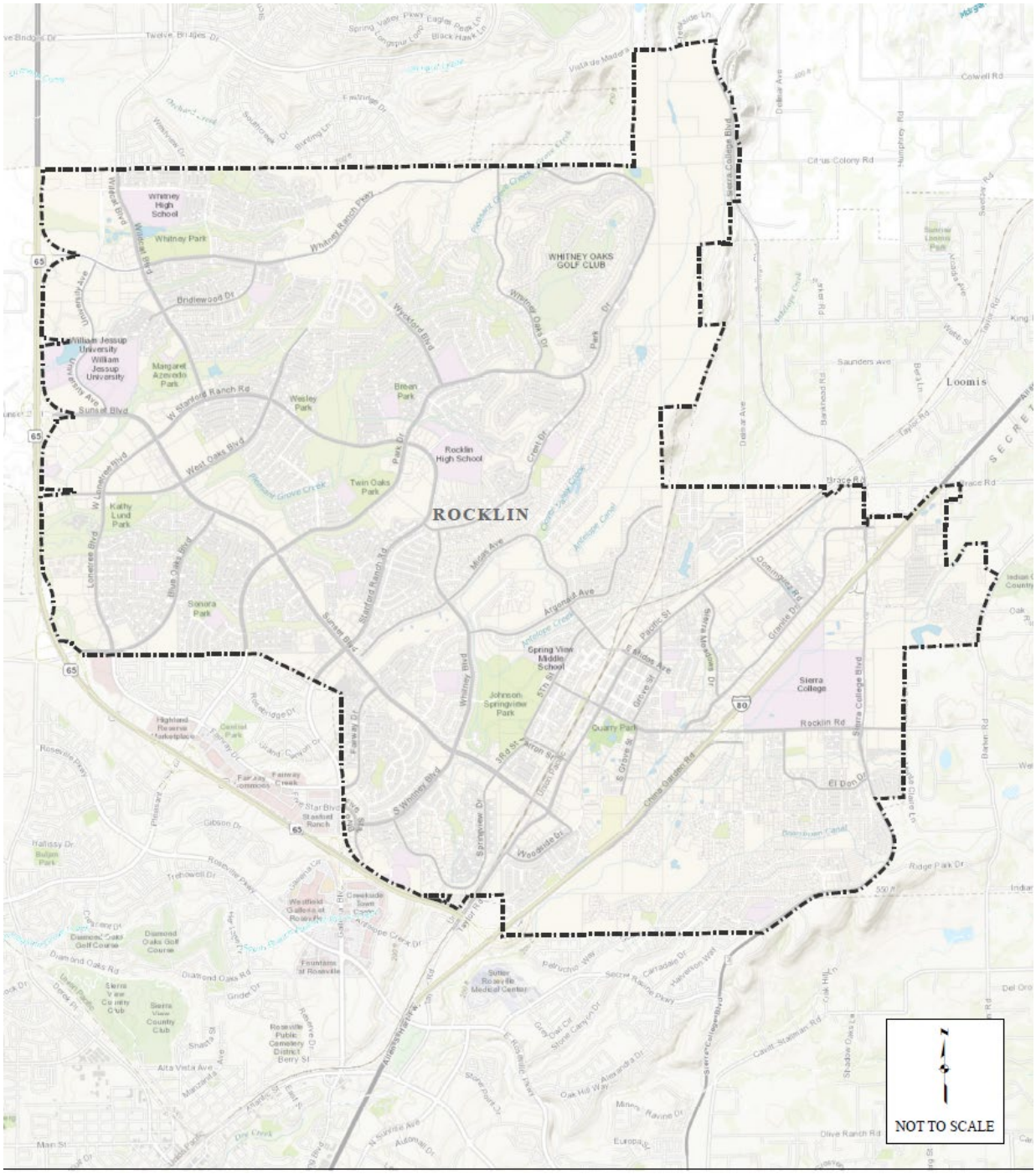
(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars ($25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5

Project Location Map



ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: City-wide Bark & Play Fiber Maintenance

DATE: February 6, 2024 | TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Jet Mulch Inc.	$105.61	$	1	n/a
2. Applied Landscape Materials.	$109.25	$	1	n/a
3.	$	$		
4.	$	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Megan Bressem, Finance — Date 2/6/24

Avinta Madhukansh-Singh, City Clerk — Date 2/6/24

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN
STANDARD BID PACKAGE
AND
GENERAL PROVISIONS
FOR THE

CITYWIDE BARK & PLAY FIBER MAINTENANCE

BID OPENING TUESDAY, FEBRUARY 6, 2024, 1:00PM AT 3970 ROCKLIN ROAD, ROCKLIN, CA

Public Services Department
4081 Alvis Court
Rocklin, CA 95677

TABLE OF CONTENTS

Project Location Map

Notice to Contractors

Bid Documents

Attachments

DOCUMENTS THAT MUST BE SUMITTED WITH BID
BID FORM (With Addenda Acknowledgement)

DOCUMENTS THAT MUST BE SUBMITTED UPON AWARD
CONTRACT FOR SERVICES/SCOPE OF WORK – ATTACHMENT A
INSURANCE CERTIFICATE WITH ADDITIONAL INSURED ENDORSEMENT

Scope of Work

NOTICE TO CONTRACTORS

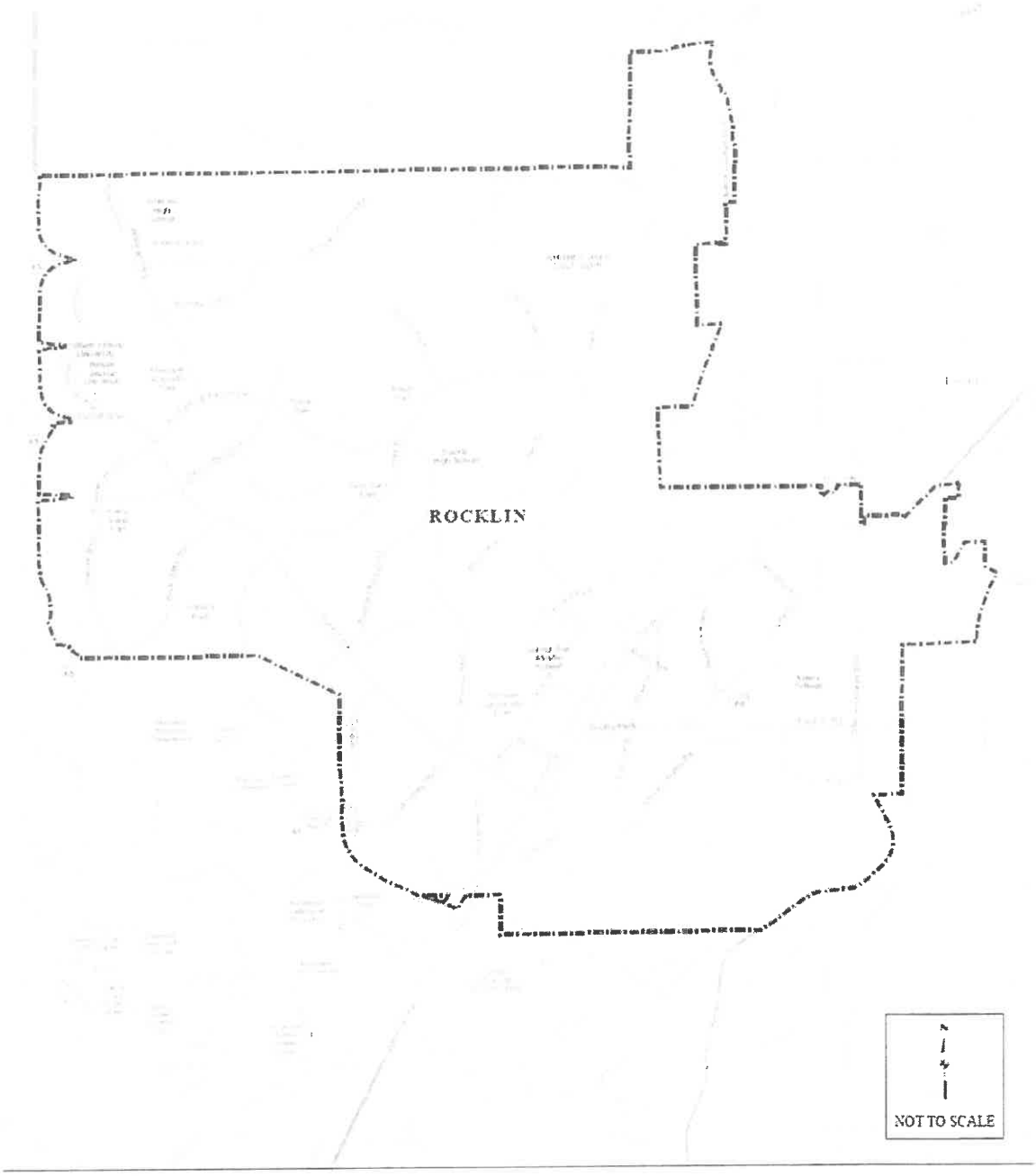
Notice is hereby given that the City Council of the City of Rocklin, California, will receive sealed Bids as follows:

Bid Date / Time:	Until Tuesday, February 6, 2024, (1:00p.m.)
SUBMIT BIDS TO:	City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677
FOR:	City of Rocklin Citywide Bark & Play Fiber Maintenance Submit Bids (original/no copies) in a sealed envelope, marked "Bid for the City of Rocklin Citywide Bark & Play Fiber Maintenance Project"
ESTIMATED CONSTRUCTION COST:	There is no Engineers Estimate
TOTAL CONTRACT TIME:	March 1, 2024 – March 31, 2026
CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED	C-27
MANDATORY PRE-BID CONFERENCE DATE, TIME, AND LOCATION	Thursday, January 25, 2024 - 10:00am at the City of Rocklin Corporation Yard, 4081 Alvis Court Rocklin, CA 95677

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are 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 unavailable for award. A Subcontractor who is unregistered will not be permitted to work on the Project. If any Subcontractor required to be listed in the Bid is unregistered, that Subcontractor will be required to be substituted with a registered Subcontractor at no additional cost to the City and/or the listing of an unregistered Subcontractor may render the bid nonresponsive. 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.***

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. 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

Project Location Map



Project Location Map

apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www.dir.ca.gov/OPRL/PWD. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof.

Submit Bids (original/no copies) in a sealed envelope, marked "Bid for the **Citywide Bark & Play Fiber Maintenance**" ("Project") and include the company name and address on the envelope.

A pre-bid meeting will not be held. The City will transmit Addenda to all prospective Bidders who have purchased full sets of Contract Documents, as the City considers necessary in response to questions raised on or before the last day for questions noted below. Addenda also will be posted on the City's website. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective.

Contract Documents may be purchased at the City of Rocklin Corporation ("Corp") Yard, located at 4081 Alvis Court, Rocklin, CA 95677, telephone (916) 625-5500 between the hours of 8:00 a.m. - 4:00 p.m. Monday through Friday. The non-refundable cost for each set is $25.00; Alternatively, **Contract Documents may be downloaded at no charge from the City of Rocklin's website at www.rocklin.ca.us/DownloadBids.**

Complete sets of Contract Documents must be used in preparing Bids. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making copies of the Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

Written questions regarding this Invitation for Bids should be directed to Elder Silva, Landscape Services Supervisor, by email at Heldaro.silva@rocklin.ca.us than 3:00 pm on Monday, January 29, 2024. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted in a sealed envelope and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Jet Mulch, Inc

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder.

The City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

Justin Nartker
Public Services Director, City of Rocklin

1/3/24
Date

CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than Time 1:00 p.m. on Tuesday, February 6, 2024, at the office of the City Clerk 3970 Rocklin Road, Rocklin, California and opened at 1:00 p.m. or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

Citywide Bark & Play Fiber Maintenance

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.	Item Description	Est. Qty.	Unit of Measure	March 1,2024 – February 28,2025	March 1,2025 – February 28, 2026	March 1, 2026 – February 28, 2027
1	Walk On Bark (per Appendix B Specifications)	1	Cu. Yd.	$44.17	$45.17	$46.17
2	SB1383 Dyed Brown Recycled Bark (per Appendix B Specifications)	1	Cu. Yd.	$31.57	$32.57	$33.57
3	Playground Engineered Fiber(per Appendix B Specifications)	1	Cu. Yd.	$29.87	$30.87	$31.87
TOTAL				$105.61	$106.61	$109.61

Total Project Bid, Item Nos. 1 through 3, shall be (spell out) One hundred and five w/ sixty one cents Dollars. If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary 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.

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 City'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 City'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 calendar 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 Addendum No. 1
No. 2 _____
No. 3 _____

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. Del Mach, Inc.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

Jet Mulch, Inc

Affix Corporate Seal Here

BY: 

Signature

Ryan Gamboa

Type/Print Name

Vice President

Title

DATE: 02/05/24

Valid Contractor's License No.: C27-800650

Expiration date: 10.31.2025

Public Works Registration No. 1000006584

et Mulch, Inc

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.

Jet Mulch, Inc

Contractor

02/05/24

Date

Signature

ADDENDUM NO. 1
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the Citywide Bark & Play Fiber Maintenance

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item No. 1: **Exhibit A** - Pre-Bid Meeting Sign In Sheet

Item No. 2: **Liscense:** The required Liscense in the bid documents identify a C-27 liscence. The license requirments have been updated to a C-27 **OR** a C61/D64 Specialty license for landscape, mulch and bark.

Item No. 3: **An additional Mandatory Pre-Bid Meeting has been scheduled for Wednesday, January 31, 2024 at 10:00 am at the City of Rocklin Corporation Yard, 4081 Alvis Court, Rocklin, Ca for anyone who did not attend the meeting held o January 25th.** If you attended the meeting held on Janurary 25, 2024, you do not have to attend this meeting. The bid opening date of February 6, 2024 at 1:00 pm remains the same.

End of Addendum No. 1

Signature: _____

Jet Mulch, Inc.
Company

02/05/24
Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

Exhibit A

City of Rocklin
Mandatory Pre-Bid Meeting Sign-In Sheet
January 25, 2024, 10:00 a.m.
Citywide Bark & Playground Fiber

	NAME	COMPANY	PHONE	E-MAIL ADDRESS
1	ZACH MILLER	Applied Landscape	916.676.1517	INEEDBARK@GMAIL.COM
2	Brandon Innes	Applied Landscape	916 626-1490	"
3	DAN LEE	NORCAL WHOLESALE BARK	530.559.3033	DANLNORCALBARK@GMAIL.COM
4	ADRIAN JACKMAN	JET MULCH, INC	925-519-2645	ADRIAN@JETMULCH.COM
5	MIKI SMITH	NORTHERN GATE CONTRACTORS	9169365124	INFO@NORTHERNSTATECONTRACTORS.COM
6	HELDARO Silva	City of Rocklin	916-625-5519	Heldaro.Silva@Rocklin.ca.us
7	Shawn Dahlinger	City of Rocklin	916-830-4165	shawn.dahlinger@rocklin.ca.us
8				
9				
10				
11				
12				

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number **800650** Entity CORP

Business Name JET MULCH INC

Classification(s) C27

Expiration Date 10/31/2025 www.cslb.ca.gov

CSLB

[redacted]

Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.
This pocket card is valid through the expiration date only.

If found, drop in any mailbox
Postage guaranteed by
Contractors State License Board
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Corporation Yard Shop Roof Restoration and Gutter Replacement - Award of Contract

Date: June 25, 2024

Submitted By: Matt McClure, Public Services Manager
Justin Nartker, Director of Public Services

Department: Public Services

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Corporation Yard Shop Roof Restoration and Gutter Replacement).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Corporation Yard Shop Roof Restoration and Gutter Replacement to United Building Contractors, Inc. and Authorizing the City Manager to Execute Construction Agreement.

Background:

The Corporation Yard Shop Roof Restoration and Gutter Replacement project was included in the Fiscal Year (FY) 2023/24 Operating Budget approved by the City Council on June 27, 2023 (Resolution No. 2023-109). This project consists of the restoration of the existing roof and complete replacement of the gutters of the Corporation Yard Shop facility (see Attachment 3 for a location map).

The project bid was advertised on February 23, 2024, and March 1, 2024, with the bid opening on Thursday, March 14, 2024. Five (5) bids were received and publicly read aloud as follows:

CONTRACTOR	BID
United Building Contractors, Inc. (Sacramento)	$132,509.00
Madsen Roofing & Waterproofing, Inc. (Rancho Cordova)	$159,628.00
Rua & Son Mechanical, Inc. (Rocklin)	$162,400.00
D7 Roofing Services (Rancho Cordova)	$183,735.00
California Single Ply, Inc. (Rocklin)	$198,295.00

The Bid Summary is included as Attachment 4.

Staff has reviewed the bids for sufficiency, determined they were responsive, and determined United Building Contractors, Inc. submitted the lowest responsible bid. Staff recommends that the City Council award the contract to United Building Contractors, Inc. Pursuant to Rocklin

Municipal Code section 3.04.050, the City Manager will have change order authority up to fifteen (15) percent of the contract amount ($19,876.35).

This project is funded out of the General Fund (100). The amount for this project, including fifteen (15) percent change order authority, brings the total cost to $152,386 (rounded).

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the Corporation Yard Shop Roof Restoration and Gutter Replacement and determined that it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 and has prepared a Notice of Exemption.

Fiscal Impact:
There is no fiscal impact as this project is included in the FY 2023/24 Operating Budget and is funded using the General Fund (100).

ATTACHMENTS:
1. Resolution A
2. Resolution B - Construction Agreement
3. Project Location Map
4. Bid Summary

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(CORPORATION YARD SHOP ROOF RESTORATION AND GUTTER REPLACEMENT)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the Corporation Yard Shop Roof Restoration and Gutter Replacement (Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15301 – Existing Facilities:and

WHEREAS, a Notice of Exemption has been prepared for the Project.

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

Section 1. Based on the review and determination of the Environmental Coordinator, the City Council of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. A Notice of Exemption is approved for the Project.

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 25th day of June, 2024 by the following roll call vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

NOTICE OF EXEMPTION

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

☒ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3004

FROM: City of Rocklin
Public Works Department
4081 Alvis Court
Rocklin, CA 95677

Project Title: City of Rocklin Corporation Yard Shop Roof Restoration and Gutter Replacement

Project Location - Specific: 4081 Alvis Court, Rocklin, California 95677

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

Description of Nature, Purpose and Beneficiaries of Project: The City of Rocklin Public Works Department proposes this project that includes the restoration of the existing roof and complete replacement of the gutters. Inspection of the roof found that performing preventative maintenance by appling a restoration coating and replacing the gutters would extend the life of the roof for multiple years.

The City of Rocklin Corporation Yard Shop facility houses storage and maintenance areas for the public works and park divisions. The proposed project would provide a continued safe and stable environment for the City of Rocklin Corporation Yard Personnel.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: City of Rocklin

Exempt Status (Check one)

☒ Categorical Exemption (California Environmental Quality Act [CEQA] Guidelines, Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15301, Class 1 – Existing Facilities)

Reasons why the project is exempt:

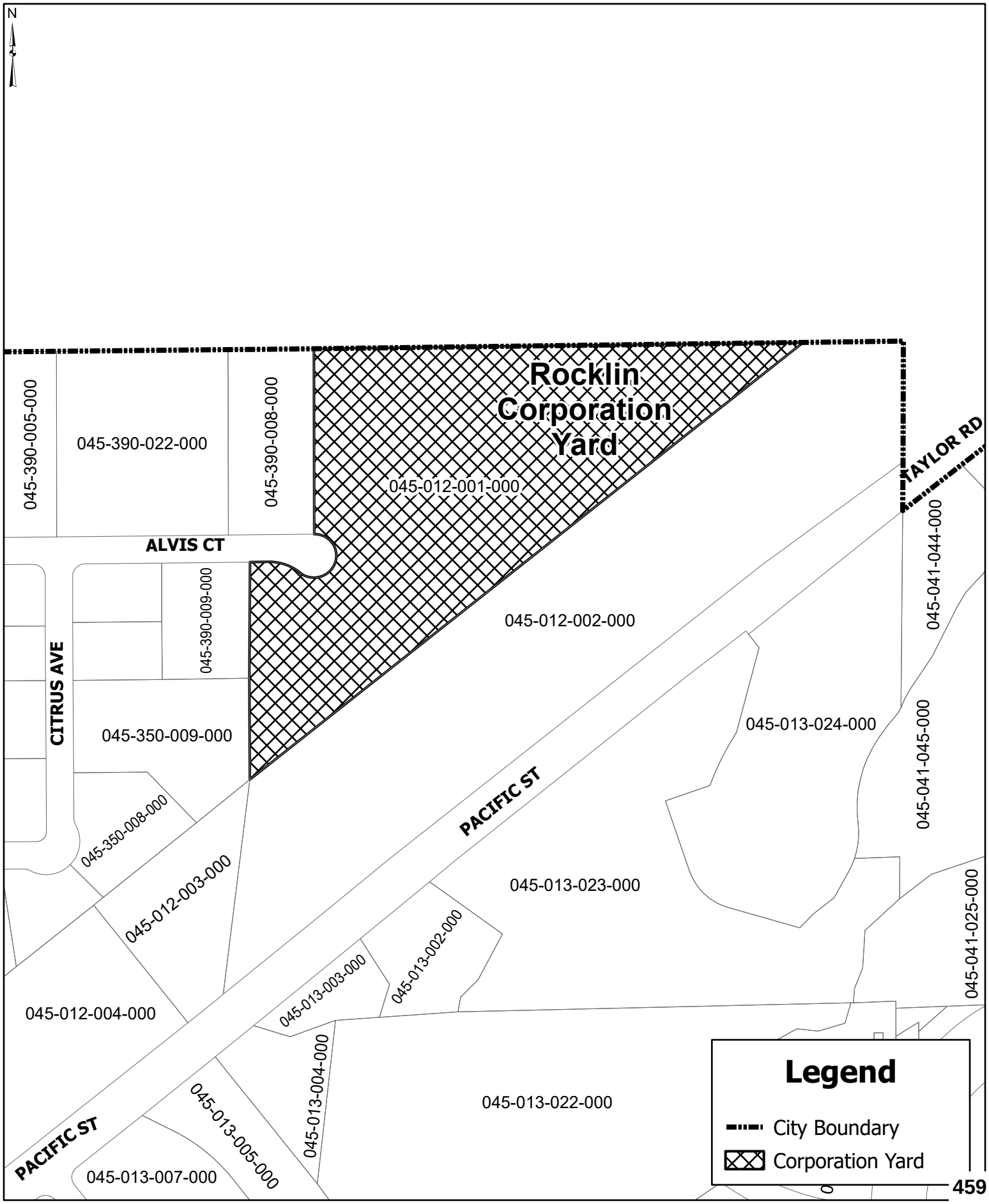
Restoration of the roof and replacement of the gutters located at the City of Rocklin Corporation Yard Shop facility is a project exempt under CEQA Guidelines, Section 15301, Class 1 – Existing Facilities. The exemption allows for the repair, maintenance, or minor alteration of existing public structures, facilities, or mechanical equipment. The proposed project involves negligible or no expansion of existing or former use and is not the result of an earthquake, landslide, or flood. There are no unusual circumstances that would result in a reasonable possibility of a significant effect on the environment. The proposed project is exempt under the CEQA Guidelines, Section 15301, Class 1 – Existing Facilities, and no further environmental review is required.

Contact Person: Justin Nartker, Director of Public Works, City of Rocklin, Public Works Department, 4081 Alvis Court, Rocklin, CA, 95677, (916) 625-5500

Signature: _____ **Date:** _____

Justin Nartker, Director of Public Works

Exhibit A


N
Rocklin Corporation Yard
045-012-001-000
045-390-005-000
045-390-022-000
045-390-008-000
ALVIS CT
045-390-009-000
CITRUS AVE
045-350-009-000
045-350-008-000
045-012-003-000
045-012-004-000
045-012-002-000
TAYLOR RD
045-041-044-000
045-013-024-000
045-041-045-000
PACIFIC ST
045-013-023-000
045-041-025-000
045-013-003-000
045-013-002-000
045-013-004-000
045-013-022-000
045-013-005-000
PACIFIC ST
045-013-007-000
Legend
City Boundary
Corporation Yard

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE CORPORATION YARD SHOP ROOF RESTORATION AND GUTTER REPLACEMENT TO UNITED BUILDING CONTRACTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION AGREEMENT

WHEREAS, the Corporation Yard Shop Roof Restoration and Gutter Replacement project consists of replacement of the roof and gutters on the Corporation Yard Shop; and

WHEREAS, the invitation for bids was advertised on February 23, 2024, and March 1, 2024, with the bid opening Thursday, March 14, 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 $132,509.00, submitted by United Building Contractors, Inc. and staff recommends that the construction agreement for the project be awarded to United Building Contractors, Inc.; and

WHEREAS, pursuant to the Rocklin Municipal Code, section 3.04.050, a contingency amount of fifteen (15) percent of the contract $19,877 (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 $152,386 (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 General Funds (100); and

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

Section 1. The construction agreement for the Corporation Yard Shop Roof Restoration and Gutter Replacement is awarded to United Building Contractors, Inc. and the City Manager is authorized to execute the Construction Agreement with United Building Contractors, Inc. in substantially the form attached hereto as Exhibit “A.”

PASSED AND ADOPTED this 25th day of June, 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 June 25, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **United Building Contractors, Inc.,** a California Corporation (hereinafter called "Contractor").

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

I. CONTRACT DOCUMENTS

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

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

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

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

II. DEFINITIONS

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

III. AGREEMENT CONTROLS

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

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: **Corporation Yard Shop Roof Restoration and Gutter Replacement**

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **One Hundred and Thirty-Two Thousand, Five Hundred and Nine Dollars ($132,509)** 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:

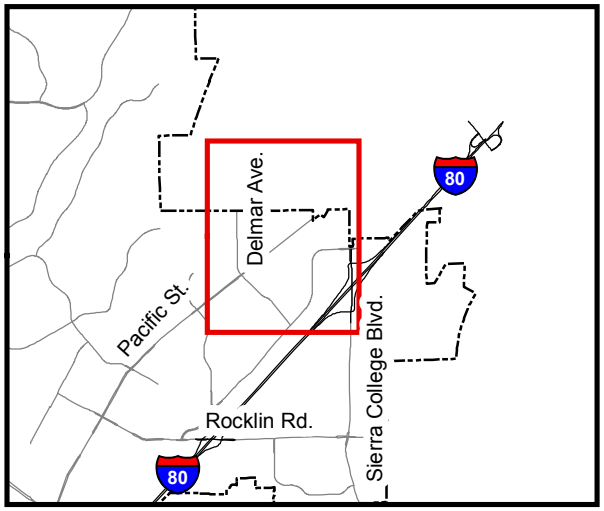
Avinta Singh, City Clerk

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 Map



ROCKLIN
CALIFORNIA

City of Rocklin Corp. Yard
4081 Alvis Court
Rocklin CA 95677

Corporation Yard

ALVIS CT
CITRUS AV
DEL MAR AV
PACIFIC ST
BRACE RD
ANTHONY CT
DOMINGUEZ RD
GRANITE DR
SIERRA COLLEGE BL
80

NOT TO SCALE

ROCKLIN

CITY OF ROCKLIN BID SUMMARY

PROJECT: Corp Yard Shop Roof Restoration and Gutter
DATE: March 21, 2024 TIME: 1:30pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. United Building Contractors	$132,509.00	$	2 ✓	✓
2. D7 Roofing Services	$183,735.00	$	2 ✓	✓
3. Rua & Son Mechanical RSM	$162,400.00	$	2 ✓	✓
4. California Single Ply Inc.	$198,295.00	$	2 ✓	✓
5. Madsen Roofing & Waterproofing	$159,628.00	$	2 ✓	✓
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Angela Doyle
Angela Doyle, Finance

3/21/24
Date

Marguerite Bolster-Koller
Marguerite Bolster-Koller, Deputy City Clerk

3/21/2024
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Corporation Yard Portable Releveling and Dry Rot Repair Award

Date: June 25, 2024

Submitted By: Matt McClure, Public Services Manager
Justin Nartker, Director of Public Services

Department: Public Services

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Corporation Yard Portable Releveling and Dry Rot Repair).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for Corporation Yard Portable Releveling and Dry Rot Repair to Reliant Construction, Inc., and Authorizing the City Manager to Execute an Agreement.

Background:

The Corporation Yard Portable Releveling and Dry Rot Repair project was included in the Fiscal Year (FY) 2023/24 Operating Budget approved by the City Council on June 27, 2023 (Resolution No. 2023-109). This project consists of the use of jacks, leveling devices, and supports to relevel the portable building for maintenance stability on the floor. It also includes the complete removal of all dry rot from the building and wall replacement for the safety and integrity of the building (see Attachment 1).

The bid for the Corporation Yard Portable Releveling and Dry Rot Repair project was advertised on February 23, 2024, and March 1, 2024, with the bid opening on Thursday, March 14, 2024. Two (2) bids were received and publicly read aloud as follows:

CONTRACTOR	BID
Reliant Construction, Inc. (Sacramento)	$52,997.42
GSP Construction, Inc. (Rancho Cordova)	$83,000.00

The Bid Summary is included as Attachment 4.

Staff has reviewed the bids for sufficiency, determined they were responsive, and determined Reliant Construction, Inc. submitted the lowest responsible bid. Staff recommends that the City Council award the contract to Reliant Construction, Inc. Pursuant to Rocklin Municipal Code section 3.04.050, the City Manager will have change order authority up to fifteen (15) percent of the contract amount ($7,949.61).

This project is funded out of the General Fund (100). The amount for this project, including fifteen (15) percent change order authority, is $60,947 (rounded).

Environmental Analysis:

The City of Rocklin's Environmental Coordinator has reviewed the Corporation Yard Portable Releveling and Dry Rot Repair and determined that it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 and has prepared a Notice of Exemption.

Fiscal Impact:

There is no fiscal impact as this project is included in the FY 2023/24 Operating Budget and is funded using the General Fund (100).

ATTACHMENTS:

1. Resolution A - Notice of Exemption
2. Resolution B - Contract Award
3. Project Location Map
4. Bid Summary

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(CORPORATION YARD PORTABLE RELEVELING AND DRY ROT REPAIR)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the Corporation Yard Portable Releveling and Dry Rot Repair (Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15301 – Existing Facilities:and

WHEREAS, a Notice of Exemption has been prepared for the Project.

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

Section 1. Based on the review and determination of the Environmental Coordinator, the City Council of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. A Notice of Exemption is approved for the Project.

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 25th day of June, 2024 by the following roll call vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

NOTICE OF EXEMPTION

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

☒ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3004

FROM: City of Rocklin
Public Works Department
4081 Alvis Court
Rocklin, CA 95677

Project Title: City of Rocklin Corporation Yard Portable Releveling and Dry Rot Repair

Project Location - Specific: 4081 Alvis Court, Rocklin, California 95677

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

Description of Nature, Purpose and Beneficiaries of Project: The City of Rocklin Public Works Department proposes this project that includes the use of jacks, levelling devices, and supports to relevel the portable building for maintenance stability on the floor. It also includes the complete removal of all dry rot from the building and wall replacement for the safety and integrity of the building.

The City of Rocklin Corporation Yard Portable facility houses offices, a training room, locker rooms, and related facilities for Public Works and Parks Division staff. The proposed project would provide a continued safe and stable environment for the City of Rocklin Corporation Yard & Parks Division Personnel.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: City of Rocklin

Exempt Status (Check one)

☒ Categorical Exemption (California Environmental Quality Act [CEQA] Guidelines, Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15301, Class 1 – Existing Facilities)

Reasons why the project is exempt:

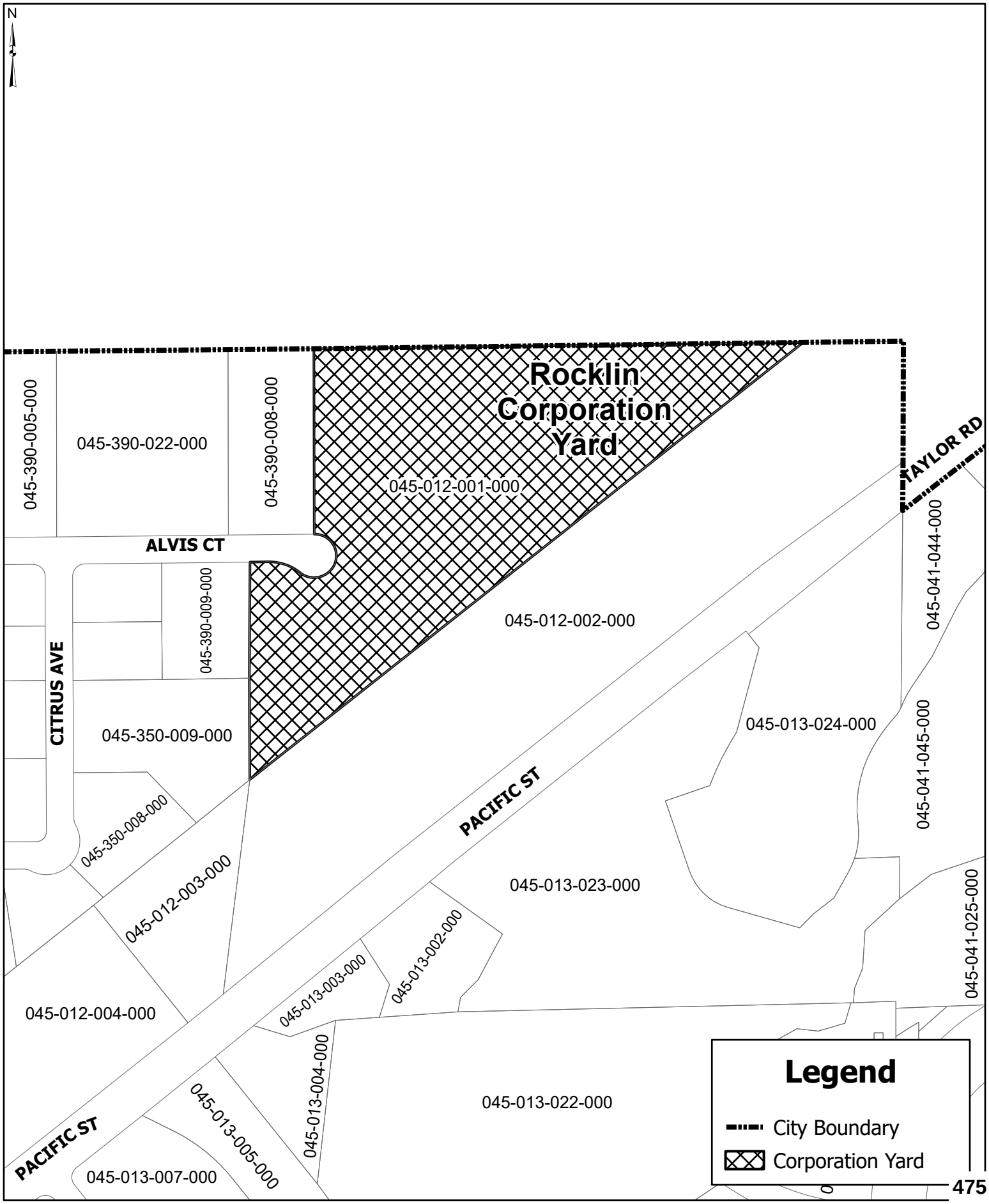
Releveling of the portable building and complete removal of all dry rot and replacement located at the City of Rocklin Corporation Yard Portable facility is a project exempt under CEQA Guidelines, Section 15301, Class 1 – Existing Facilities. The exemption allows for the repair, maintenance, or minor alteration of existing public structures, facilities, or mechanical equipment. The proposed project involves negligible or no expansion of existing or former use and is not the result of an earthquake, landslide, or flood. There are no unusual circumstances that would result in a reasonable possibility of a significant effect on the environment. The proposed project is exempt under the CEQA Guidelines, Section 15301, Class 1 – Existing Facilities, and no further environmental review is required.

Contact Person: Justin Nartker, Director of Public Works, City of Rocklin, Public Works Department, 4081 Alvis Court, Rocklin, CA, 95677, (916) 625-5500

Signature: _____ **Date:** _____

Justin Nartker, Director of Public Works

Exhibit A


N
Rocklin Corporation Yard
045-012-001-000
045-390-005-000
045-390-022-000
045-390-008-000
ALVIS CT
045-390-009-000
CITRUS AVE
045-350-009-000
045-350-008-000
045-012-003-000
045-012-004-000
045-012-002-000
TAYLOR RD
045-041-044-000
045-013-024-000
045-041-045-000
PACIFIC ST
045-013-023-000
045-041-025-000
045-013-003-000
045-013-002-000
045-013-004-000
045-013-005-000
045-013-022-000
PACIFIC ST
045-013-007-000
Legend
City Boundary
Corporation Yard

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE CORPORATION YARD PORTABLE RELEVELING AND DRY ROT REPAIR TO RELIANT CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the Corporation Yard Shop Portable Releveling and Dry Rot Repair consists of the use of jacks, levelling devices, and supports to relevel the portable building for maintenance stability on the floor. It also includes the complete removal of all dry rot from the building and wall replacement for the safety and integrity of the building; and

WHEREAS, the invitation for bids was advertised on February 23, 2024, and March 1, 2024, with the bid opening Thursday, March 14, 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 $52,997.42, submitted by Reliant Construction, Inc. and staff recommends that the contract for the project be awarded to Reliant Construction, Inc.; and

WHEREAS, pursuant to the Rocklin Municipal Code, section 3.04.050, a contingency amount of fifteen (15) percent of the contract $7,950 (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 $60,947 (rounded); and

WHEREAS, this project is included in the Fiscal Year (FY) 2023/24 Operating Budget approved by the City Council of the City of Rocklin and is funded using General Funds (100); and

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

Section 1. The contract for the Corporation Yard Portable Releveling and Dry Rot Repair is awarded to Reliant Construction, Inc. and the City Manager is authorized to execute the Agreement with Reliant Construction, Inc. in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this 25th day of June, 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 June 25, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **Reliant Construction, Inc.,** a California Corporation (hereinafter called "Contractor").

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

I. CONTRACT DOCUMENTS

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

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

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

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

II. DEFINITIONS

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

III. AGREEMENT CONTROLS

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

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: **Corporation Yard Portable Releveling and Dry Rot Repair**

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Fifty-Two Thousand, Nine Hundred and Ninety-Seven Dollars and Forty-Two Cents ($52,997.42)** 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:

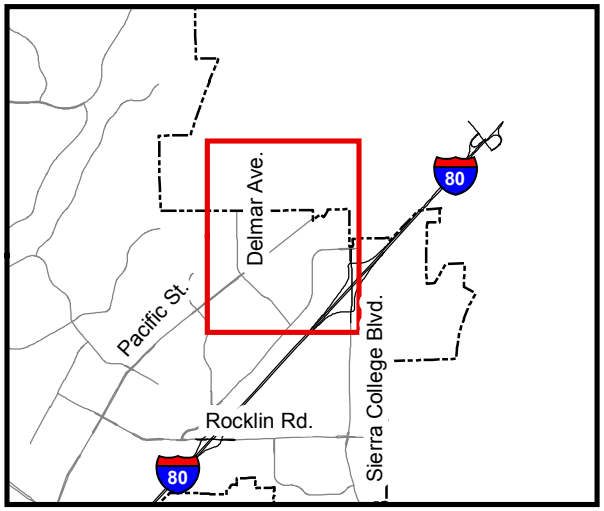
Avinta Singh, City Clerk

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 Map



ROCKLIN
CALIFORNIA

City of Rocklin Corp. Yard
4081 Alvis Court
Rocklin CA 95677

Corporation Yard

BRACE RD
ALVIS CT
CITRUS AV
DEL MAR AV
PACIFIC ST
ANTHONY CT
GRANITE DR
SIERRA COLLEGE BL
DOMINGUEZ RD
80

NOT TO SCALE

CITY OF ROCKLIN BID SUMMARY

PROJECT: Corp Yard Portable Releveling and Dry Rot Repair	
DATE: March 21, 2024	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. GSP Construction Inc.	$ 83,000.00	$	✓	✓
2. Reliant Construction Inc.	$ 52,997.42	$	✓	✓
3.	$	$		
4.	$	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Angela Doyle
Angela Doyle, Finance

3/21/24
Date

Marguerite Bolster-Koller
Marguerite Bolster-Koller, Deputy City Clerk

3/21/2024
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Senate Bill 1 Projects List Update

Date: June 25, 2024

Submitted By: Justin Nartker, Director of Public Services

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Rescinding Resolution No. 2024-136 and Adopting a List of Projects for Fiscal Year 2024/25 Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

Background:
Senate Bill 1 (SB 1) the "Road Repair and Accountability Act of 2017", was established during Fiscal Year (FY) 2017/18 and provides funds to Cities and Counties for eligible basic road maintenance, rehabilitation, and critical safety projects on roadway systems within their jurisdiction. Prior to receiving the apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds from the State Controller, the City must submit a detailed list of proposed eligible projects to the California Transportation Commission (CTC) along with a City Council Resolution approving the list.

The CTC estimates that the City of Rocklin will receive approximately $1,706,800 in FY 2024/25. Both the City Council Resolution and the project list are due to the CTC by July 1, 2024, with project expenditure reports due on December 1, 2024. This project will also be included in the 2025-29 Capital Improvement Plan.

On June 11, 2024, City Council adopted Resolution No. 2024-136, which identified the City's Pavement Management Program as the City's SB 1 project. This was submitted to the CTC, which then responded with questions and a request for additional detail. Working with CTC staff to address their comments and update the exhibit created a material change to the existing resolution. Therefore, staff recommends the City Council rescind Resolution No. 2024-136 and adopt a new Resolution and SB 1 projects list (Attachment 1). The updated project is specific to pavement management work planned for FY 2024/25 in the Bluffs neighborhood, which consists of roadways between Whitney Boulevard, Stanford Ranch Road, and Midas Avenue.

Fiscal Impact:
There is no fiscal impact. The CTC has projected that the City of Rocklin will receive $1,706,800 in FY 2024/25 to be used toward eligible projects in the SB 1 Road and Rehabilitation Fund (205).

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN RESCINDING RESOLUTION NO. 2024-136 AND ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024/25 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Rocklin are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Rocklin must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Rocklin will receive an estimated $1,706,800 in RMRA funding in Fiscal Year 2024/25 from SB 1; and

WHEREAS, this is the sixth year in which the City of Rocklin is receiving SB 1 funding and will enable the City of Rocklin to continue essential road maintenance and rehabilitation projects, safety improvements, repair and replacement of aging bridges, and increased access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, through the public process the City of Rocklin has received community input into our community's transportation priorities/the project list; and

WHEREAS, the City of Rocklin used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Rocklin maintain and rehabilitate approximately 500 lane miles of streets and roads throughout the City of as well as many similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that overall the City of Rocklin's streets are in "good" condition and this revenue will help us increase the overall quality of our road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety will have significant positive benefits; and

WHEREAS, at its regular meeting on June 11, 2018, the City Council approved Resolution 2024-136 containing a general description of SB 1 projects and submitted that list to the State of California, which has advised City staff that the SB 1 List of Projects must contain more detail than originally provided; and

WHEREAS, City staff has collaborated with State representatives to confirm the level of detail required by the State of the description of SB 1 projects, which details are reflected in this resolution.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Rocklin, State of California, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. This Resolution rescinds and replaces Resolution No. 2024-136, entitled, "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024/25 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017."

Section 3. The list of newly proposed projects that will be funded in-part or solely with Fiscal Year 2024/25 Road Maintenance and Rehabilitation Account revenues are identified and described in Exhibit A, the "City of Rocklin FY 2024/25 Project List Road Maintenance and Rehabilitation Account Project," attached and incorporated hereto.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin Proposed FY 2024/25 Project List Road Maintenance and Rehabilitation Account Project

Pavement Management Program **New Project**

Location: Various Roadways throughout the City of Rocklin including the Bluffs neighborhood which consists of roadways between Whitney Blvd., Stanford Ranch Road, and Midas Ave.

Description Perform various road resurface treatments, e.g., HDMB, Slurry, etc., as well as removing and replacing of degraded asphalt on roadways. These are done as part of general repairs and is necessary to preserve the roadways and prevent major rehabilitation in the coming years. Specifically, the Bluffs neighborhood will consist of a 3 inch remove and replace of existing asphalt.

Construction: FY 2024/25

Useful Life: Estimated 20 years



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fiscal Year 2024/25 Operating Budget, 2025-2029 Capital Improvement Program, and Related Personnel Actions

Date: June 25, 2024

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

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

A. Adopt a Resolution of the City Council of the City of Rocklin Adopting the Fiscal Year 2024/25 Operating Budget and 2025-2029 Capital Improvement Program.
B. Adopt a Resolution of the City Council of the City of Rocklin Adopting a Revised Management Salary Schedule.
C. Adopt a Resolution of the City Council of the City of Rocklin Approving Rules, Regulations, Benefits, and Policies Relating to Employee Relations Between the Management, Confidential, and Unrepresented Employees and the City; Repealing Resolution No. 2023-134.

Background:
Section 3.28.010 of the Rocklin Municipal Code (RMC) requires the City Manager to submit to the City Council a proposed budget for the fiscal year (FY) commencing July 1 of that year. The City Manager's FY 2024/25 draft budget documents were submitted to the City Council on May 14, 2024 and are available at https://www.rocklin.ca.us/post/city-rocklin-budgets.

RMC Section 3.28.040 requires the City Council to conduct one or more hearings on the proposed budget and make such changes as may be deemed appropriate. The proposed budgets were presented and discussed during the May 28, 2024 City Council meeting. No changes made to the FY 2024/25 Draft Operating Budget and the 2025-2029 Draft Capital Improvement Program.

Budget Overview
The FY 2024/25 expenditure budget totals $115.3 million across all funds. This budget supports 272.5 full-time equivalent (FTE) positions and provide the necessary resources for public services. It comprises 105.4 million in operating expenses and $9.9 million for capital projects. The FY 2024/25 Operating Budget includes two new FTE positions, to support the City's landscape and park maintenance services. These positions are predominantly funded by the Community Facilities District No. 5, Gas Tax, and Landscape and Lighting Maintenance

District No. 2. Details are provided in the FY 2024/25 Operating Budget (Attachment 2).

The General Fund budget is balanced, with anticipated revenue of $66.8 million and an expenditure budget of $66.4 million. It includes $65.9 million in operating expenses and $484,500 for capital projects. The capital project budget includes $250,000 for the Sunset Whitney Recreation Area Improvements project, funded from the remaining set-aside from prior years' General Fund surplus authorized by the City Council. Additionally, the budget includes a $506,000 contribution to the operating reserve to maintain a minimum of 25% of operating expenditure budget, consistent with the City's Key Management Practice. Approximately 56% of the General Fund expenditures are allocated to support the Police and Fire departments.

The Capital Improvement Program (CIP) is a five-year planning document that identifies the current and future capital improvement project needs of the City. Each year, all project and equipment requests are considered and analyzed based on the City's Strategic Plan, long-range planning objectives, needs, priorities, and available resources. The FY 2024/25 CIP budget totals $9.9 million, including $484,500 in the General Fund, providing resources for 14 programs/projects, and two equipment purchases. Additional details are provided in the 2025-2029 Capital Improvement Program (Attachment 3).

Consistent with City Council direction, long-term fiscal sustainability is reflected in this budget. By the end of FY 2024/25, the General Fund operating reserve will be $16.2 million, with reserved funds for disaster contingency and self-insured losses of $1 million and $2 million, respectively. The ratio between personnel expenditures and operations/maintenance for all funds is 55:45, adhering to the "75:25" operating expenditure rule.

Management Salary Schedule

As a part of the FY 2024/25 Budget, the City rebranded the Public Services Department as the Public Works Department to better reflect its functions. With this rebranding, the Management Salary Schedule needs revision to update the titles of the Director of Public Services and Public Services Manager classification to the Director of Public Works and Public Works Manager.

Title 2 of the California Code of Regulations, Section 570.5 requires the City's salary schedules to be adopted at a public meeting.

Staff recommends the City Council adopt the revised Management Salary Schedule (Attachment B) to reflect these title changes.

Management, Confidential, and Unrepresented Employees Resolution

The Rules, Regulations, Benefits, and Policies Relating to Employee Relations between the City of Rocklin and the Rocklin Management, Confidential, and Unrepresented Employees was last revised on September 12, 2023 by Resolution No. 2023-134.

Staff recommends the following updates to the Management, Confidential, and Unrepresented Employees Resolution:

- Effective July 13, 2024, the City will adopt a matching deferred compensation contribution for management employees. The estimated cost is $58,200.
- Effective July 11, 2025, the City will increase base wages for all management and confidential classifications, including City Council-appointed positions by 2%. The

estimated cost is $195,200.

- Additional recommended changes include:
  - Adding severance pay wording for Department Directors currently included in each employment agreement.
  - Updating at-will classification titles to reflect Public Works instead of Public Services.
  - Adding new confidential classification titles previously approved by the City Council.
  - Implementing additional "housekeeping" language changes.

ATTACHMENTS:

1. Resolution A
2. Resolution A Exhibit A - Fiscal Year 2024/25 Operating Budget
3. Resolution A Exhibit B - 2025-2029 Capital Improvement Program
4. Resolution B
5. Resolution B Exhibit A - Management Salary Schedule
6. Resolution C
7. Resolution C Exhibit A - Management, Confidential, and Unrepresented Resolution
8. Management, Confidential, and Unrepresented Resolution - Redline

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADOPTING THE FISCAL YEAR 2024/25 OPERATING BUDGET AND
2025-2029 CAPITAL IMPROVEMENT PROGRAM

WHEREAS, Chapter 3.28 of the Rocklin Municipal Code (RMC) requires the City Manager to submit to the City Council a proposed budget not later than May 15th, and the City Council adopt the final budget on or before June 30th of each year by resolution; and

WHEREAS, on May 28, 2024, pursuant to Chapter 3.28 of the RMC, the draft fiscal year (FY) 2024/25 Operating Budget and the draft 2025-2029 Capital Improvement Program were discussed at a public meeting of the City Council; and

WHEREAS, the City of Rocklin has maintained sustainable budget guidelines and key management practices to establish the financial goals of the City and the principles that govern budget deliberations, and are memorialized in Exhibit "A".

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

Section 1. The fiscal year 2024/25 Operating Budget is hereby approved and adopted as set forth in Exhibit "A", attached hereto.

Section 2. The 2025-2029 Capital Improvement Program (CIP), which provides a comprehensive five-year plan for the City's capital project expenditures are hereby approved and adopted as set forth in Exhibit "B", attached hereto.

Section 3. The City Manager is authorized to make any expenditure and resource adjustments to the Budget based on final City Council action to adopt the Budget, in accordance with the Rocklin Municipal Code, City policy and procedure.

Section 4. The City Manager is authorized to revise any appropriation made in the Approved or Amended Budget where the revision is of a technical nature and is consistent with the City Council intent, the Rocklin Municipal Code, City policy and procedure.

Section 5. Purchase order commitments outstanding on June 30th, and associated appropriations, are hereby continued to the following fiscal year.

Section 6. The City Manager is authorized to establish grants, adjust revenue and expenditure budgets associated with grants (federal, state, or local grants), consistent with the grant award or agreement, provided that the grant amount is within the City Manager's authority. If a grantor requires City Council action as a condition of funding, the acceptance of the grant requires the City Council's approval.

Section 7. The City Manager is authorized to adjust revenue and expenditure budgets associated with externally funded programs, consistent with the fully executed agreement, provided that the grant amount is within the City Manager's authority.

Section 8. The City Manager is authorized to adjust revenue and expenditure budgets based on actual revenues received for strike teams provided through California.

Section 9. The City Manager is authorized to make the following budget adjustments:

1. At year-end or upon closure of grants, adjust revenue and expenditure budgets associated with grants (federal, state, or local grants) to reflect actual revenues received and expenditures incurred in compliance with the original grant award and any amendments.

2. Appropriated grant funds remaining unspent at the end of the fiscal year must be retained and transferred to the following fiscal year to be expended to which they were appropriated.

3. Appropriated operating project and CIP funds remaining unspent at the end of the fiscal year, that are not required to balance the budget, can be retained and transferred to the following fiscal year for the originally approved projects and any amendments, excluding completed projects. All carryover funds must be approved by the City Manager or the City Manager's designee.

Section 10. The appropriation limit and the appropriations subject to the limit are hereby amended in accordance with article XIIIB of the California Constitution for FY 2024/25, as set forth in Exhibit "A", attached hereto.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk



ROCKLIN
CALIFORNIA

ANNUAL BUDGET

FISCAL YEAR 2024/25

Vision Statement

To become a City that provides
its citizens with exceptional quality of life
while maintaining
its small-town sense of community

ROCKLIN
CALIFORNIA

CITY COUNCIL



GREG JANDA
Mayor



JILL GAYALDO
Vice-Mayor



DAVID BASS
Councilmember



KEN BROADWAY
Councilmember



BILL HALLDIN
Councilmember

City Officials

COUNCIL-APPOINTED REPRESENTATIVES

Aly Zimmermann, *City Manager*
Matthew McOmber, *City Attorney*
Avinta Singh, *City Clerk*
Daniel Choe, *City Treasurer*

DEPARTMENT DIRECTORS

Sherri Conway, *Assistant City Manager*
Tameka Usher, *Director of Administrative Services*
David Mohlenbrok, *Director of Community Development*
Reginald Williams, *Fire Chief*
Veronica Tracy, *Director of Parks and Recreation*
Rustin Banks, *Police Chief*
Justin Nartker, *Director of Public Works*

Prepared by
ADMINISTRATIVE SERVICES DEPARTMENT
FINANCE DIVISION

Daniel Choe, *Deputy Director of Administrative Services/City Treasurer*
Megan Bressem, *Management Analyst*
Angela Doyle, *Senior Accountant*
Valerie Bignault, *Accountant II*

In conjunction with Department Staff

3970 ROCKLIN ROAD
ROCKLIN, CA 95677

Table of Contents

BUDGET MESSAGE 6

INTRODUCTION 12

Rocklin at a Glance 13

About Rocklin 15

Organizational Chart 18

Reader's Guide to the Budget 19

BUDGET OVERVIEW 20

Budget Overview 21

General Fund Five-Year Forecast 25

Basis of Budgeting 27

Key Management Practices 27

Budget Process 31

Two-Year Strategic Plan 32

BUDGET SCHEDULES 33

Schedule 1A: Appropriations by Departments 34

Schedule 1B: Appropriations by Category and Department 34

Schedule 2: Sources, Uses, and Changes in Fund Balance 35

Schedule 3: Revenues By Category for General Fund 37

Schedule 4: Revenues by Fund and Object 40

Schedule 5: Staffing (in Full-Time Equivalent) by Department 48

Schedule 6: Capital Projects by Fund 49

Schedule 7A: Fleet Replacement by Unit and Fund 50

Schedule 7B: Equipment by Funding Source 50

Schedule 8: General Fund Reserve 51

Schedule 9A: GANN Appropriations Limit (City-wide) 52

Schedule 9B: GANN Appropriations Limit (Special Districts) 53

DEPARTMENTS 54
City Council 55
City Manager 56
City Attorney 59
City Clerk 60
Administrative Services 62
Community Development 67
Fire 73
Parks and Recreation 77
Police 82
Public Works 86
Non-Departmental 91
DEBT SERVICE 93
Debt Service 94
DEFINITIONS 96
Governmental Funds 97
Internal Services Funds 101
Fiduciary Fund 101
Definitions 102
APPENDICES 108
Appendix A: Fund Analysis 109
Appendix B: Salary Schedule 111
Appendix C: Resolution 115

BUDGET MESSAGE

July 1, 2024

Honorable Mayor and City Council Members:

On behalf of Team Rocklin, it is my privilege to present to you and the community the City of Rocklin Annual Budget for Fiscal Year (FY) 2024/2025. The FY 2024/25 Annual Budget totals $115 million ($105.4 million for operations, $9.9 million for capital expenditures).

This budget provides an overview and detailed information on each of the City's departments and describes the activities and programs included in the budget. It also incorporates the City's Capital Improvement Program for the incoming budget year.

The budget documents are the product of collaborative teamwork to align resources that are consistent with the City Council and community's priorities, while continuing to maintain fiscal responsibility. In implementing the FY 2024/25 Annual Budget, our team has aligned projected available resources to services needed by the community, including police, fire, recreation, community development, public works, and administrative services.

The City Council's 2023-2025 Strategic Plan identified priority programming and services for the community, which are represented in this spending plan. Details of each division's budget, project description, and funding requirements can be found in the accompanying operating departments and Capital Improvement Program sections of this document.

Current Fiscal Year 2023/24

The approved budget for FY 2023/24 totaled $119 million across all funds, with $103 million for operations, and $16 million for capital expenditures. Revenues totaled $115 million. General Fund expenditures were budgeted at $67.4 million, with $65.9 million for operations and $1.5 million for capital expenditures. General Fund revenues totaled $65.7 million.

Our staff continue to provide excellent service to the community through ongoing efforts, and to make great strides towards new projects and programs. Some of the notable projects and expenditures in the current year include:

Hired an architectural/engineering consultant to design Rocklin's fourth fire station.

Reconfiguration of the City Council Chambers to enhance existing technology, thereby optimizing how public meetings are conducted.

Upgraded the Tyler Munis Enterprise Resource Management System, including the Tyler Content Management System City-wide.

Replaced an antiquated fire station alerting system for the Fire Department, improving response times and streamlining fire dispatch process.

Enhanced the online permit guide tool to streamline the permit process, for a smoother customer experience and reduced staff guidance time.

Completed the demolition of SWRA Buildings and the installation of the Historical Society Surfacing Machine Project at Quarry Park.

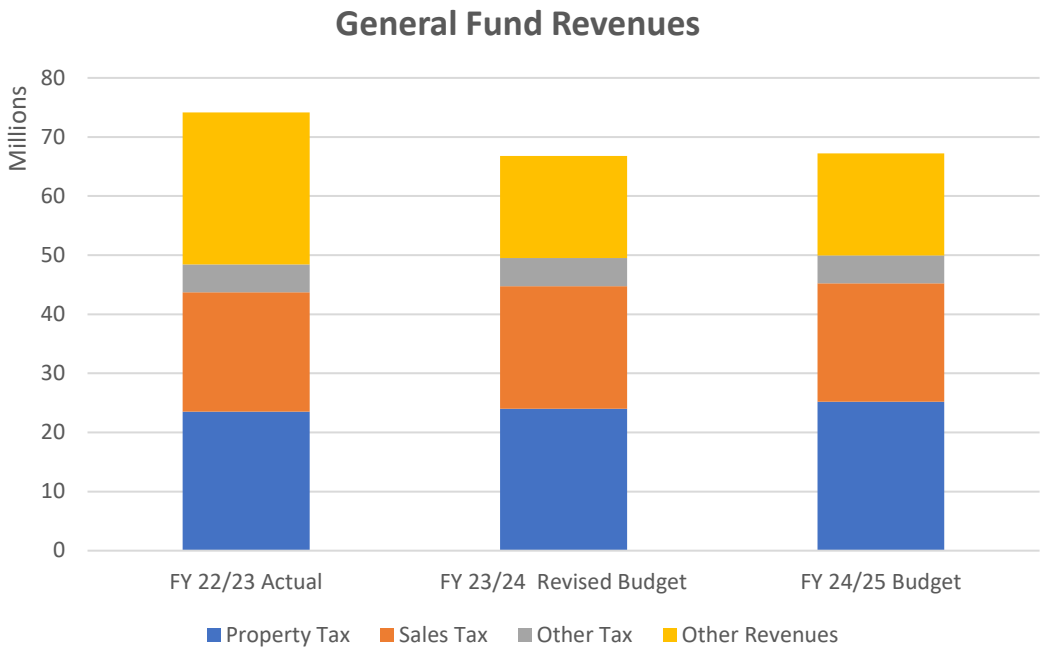
Completed the Mountaingate Area Pavement Reconstruction and Springview Area Pavement Resurfacing projects.

Fiscal Year 2024/25

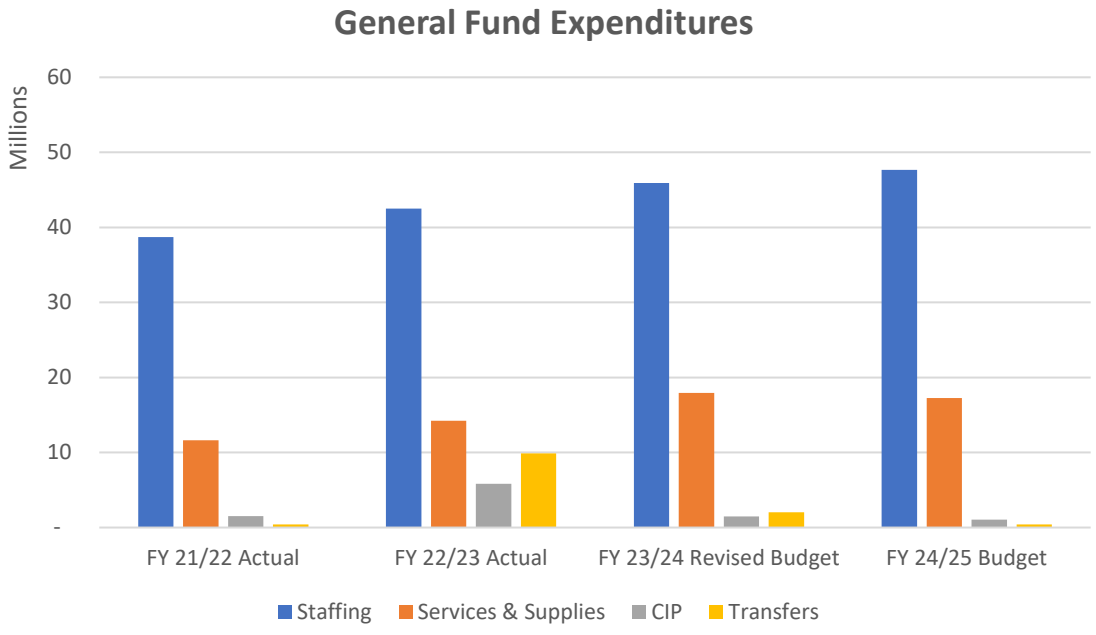
As we look towards FY 2024/25, Rocklin remains strong due to the City Council's conservative fiscal planning with a generally positive revenue outlook. A forecast look of the City's anticipated revenues and expenses over the next five-years will require strategic maneuvers to enhance revenues and/or reduce expenditures in an effort to combat naturally rising costs that are currently outpacing projected revenues. Factors such as increased operational and labor costs met with slowing residential development require judicious monitoring to ensure future financial stability.

The FY 2024/25 expenditure budget totals $115.3 million across all funds, with $105.4 million for operations, $9.9 million for capital expenditures and supports 272.5 full-time equivalent (FTE) positions.

General Fund revenue projections for FY 2024/25 include a 5% increase in property taxes, for a total of $25 million, and a 3.4% decrease in sales tax, for a total of $20 million. The increase in property taxes are due to rising home values and new home construction. The decrease in sales tax is a result of consumers prioritizing essential household items, while spending less on discretionary taxable merchandise.



General Fund expenditures are budgeted at $66.9 million, with $65.9 million for operations, $485 thousand for capital expenditures, and $506 thousand contributed to the City's operating reserve.



The most significant City costs in the General Fund are related to personnel, which comprise approximately $48 million. Public Safety (police and fire/EMS services) totals $32 million.

Citywide, there are 2 new FTE positions being added, funded predominantly by the Community Facilities District No. 5, Gas Tax, and Landscape and Lighting Maintenance District No. 2.

Some of the significant projects and/or expenditures planned for FY 2024/25 include, but are not limited to:

- Complete the sale of the Successor Agency Owned Big Gun Property;
- Continue work on the Oak & Pine affordable housing project and support efforts to increase the availability of affordable housing;
- Update the City's enterprise records management system to a user-friendly platform for both City staff and the public;
- Implement a new online applicant tracking system to provide efficiencies and increase automated processes;
- Commence design, environmental work, and right-of-way assessment on projects including the Sunset Boulevard Widening Project, Rocklin Road widening, and the At-Grade Railroad Roadway and Pedestrian Improvements Project;
- Conduct a comprehensive update of the City's Zoning Code and Map;
- Expand the digital radio program to improve communications efficiency;
- Expand Premiere Showcase Softball Tournament in 2024 to incorporate additional fields, teams, and tourism;
- Continue to build and shape the Rocklin Intelligence Center to best fit the needs of the community;
- Update the City-wide Americans with Disability Act Transition Plan to set project priorities; and
- Complete construction of the Whitney Park Bike Pump Track.

Consistent with City Council direction, long-term fiscal sustainability is reflected in this budget. By year end, General Fund operating reserves will be approximately $16.2 million; reserved funds for the emergency reserve and self-insured losses will be $1 million and $2 million, respectively, with an unreserved fund balance of approximately $18.5 million.

The ratio between personnel expenditures and operations/maintenance for all funds is 55:45, in keeping with the "75:25" operating expenditure rule.

Acknowledgements

The budget documents are the product of Team Rocklin members working in a collaborative manner, led by Deputy Director of Administrative Services/City Treasurer Daniel Choe and supported by our dedicated Finance Division staff including, Megan Bressem, Management Analyst, Angela Doyle, Senior Accountant, and Valerie Bignault, Accountant II. Additionally, I would like to acknowledge the time and effort put forth by our Team Rocklin staff who contributed hours of work and planning to develop a balanced budget, while striving to prioritize the needs of our community. Members from Team Rocklin, across various departments,

contributed to the production of the budget and have committed to putting into action the programming and services.

Lastly, I would like to acknowledge and share my sincere appreciation to our City Council. Your leadership and dedication to the health and welfare of the Rocklin community provides a strong foundation to build upon going forward.

It is a great honor to serve as your City Manager, and to ensure the City of Rocklin remains strong, vibrant, and fiscally sustainable.

Respectfully submitted,



Aly Zimmermann
City Manager

INTRODUCTION

The City of Rocklin AT A GLANCE

GEOGRAPHY

SIZE 19.87 square miles

ELEVATION 249' above sea level

FIRE PROTECTION ISO Rating 2

ECONOMICS

SALES TAX 7.25%

BOND RATING
Fitch Ratings AAA
Standard & Poor's AA+

SALES TAX PER CAPITA $280

SALES TAX REVENUE $20,024,200

MEDIAN HOUSEHOLD INCOME $119,436

LABOR FORCE 35,900

EMPLOYMENT 34,300

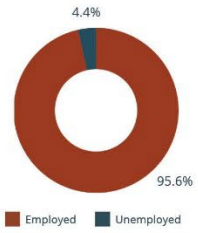


DEMOGRAPHICS

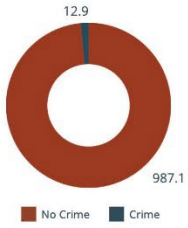
POPULATION 71,609

MEDIAN AGE 39.9

UNEMPLOYMENT RATE

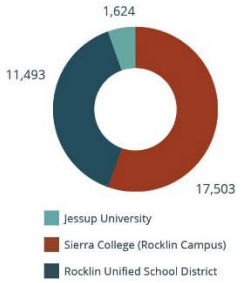


CRIME RATE (PER 1000 RESIDENTS)

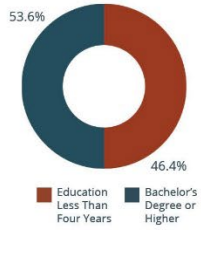


EDUCATION

ENROLLMENT



RESIDENTS WITH 4-YEAR DEGREES





Top 10 Employers

1. Sierra Joint Community College District
2. Scher Corporation
3. Oracle
4. American Healthcare
5. United Natural Foods
6. Pacific Secured Equities
7. JELD-WEN
8. Educational Median Foundation
9. SMA Solar Technology
10. Verifone

Top 10 Property Taxpayers

1. Meridian Apartments, LP
2. Rhino Holdings Blue Oaks, LLC
3. TCG Rocklin Campus, LLC
4. Garnet Creek, LLC
5. Evergreen SR 1011, LP
6. PF Portfolio 2, LP
7. Winsted Apartments, LP
8. MG Rocklin California, LLC
9. Demmon Rocklin Ranch Partners, LP
10. Walmart Real Estate Business Trust



Sources: California Department of Finance, CIty of Rocklin Community Development Department, City of Rocklin Finance Department, Jessup University, Rocklin Police Annual Report 2022, Rocklin Unified School District, Sierra College, State of California Employment Development Department, U.S. Bureau of Labor Statistics, U.S. Census Bureau

About Rocklin

Located in south Placer County at the intersection of Interstate 80 and State Highway 65, Rocklin is characterized by rolling hill terrain with 360-degree panoramic views of the Sierra Nevada mountains to the northeast and to the Sutter-Butte mountain range in the west.

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 the highest commitment to public safety.

Rocklin is located in proximity to many tourist locations and recreational amenities; it is within 20 minutes of Folsom Lake, 30 minutes of downtown Sacramento, and less than two hours from Lake Tahoe, the Pacific Ocean, and the Bay Area.



Rocklin has been one of the fastest growing cities in California. The City's population grew 98% from 2000 to 2023 with a current population of approximately 71,609, according to the California Department of Finance. In 2021, Money Magazine ranked the City in the top 50 Best Places to Live in America. The City was one of only two California cities to make the list. In addition, the City was ranked in the top 10 safest cities in California in 2024 by SafeWise using FBI crime statistics and demographic information.

The City's strongest assets are its residents, where citizen input and participation set Rocklin apart from other communities. We are proud of Rocklin's rich heritage and excited about its future. Thanks to residents, businesses and community leaders working together, we can ensure a bright future.

GOVERNANCE

The City operates under a Council-Manager form of government, which vests authority in an elected City Council. The City Council is the City's legislative and policy-making body and appoints the City Manager who is responsible for the overall administration of the City. In addition to the appointment of the City Manager, the City Council also appoints the City Attorney; City Treasurer; and members of the Architectural Review Committee, Arts Commission, Board of Appeals, Community Recognition Commission, Investment Advisory Committee, Parks and Recreation Commission, and Planning Commission.

The City-wide organizational chart displays the relationships between organizational units of the City government. Day-to-day operations are handled by the City departments, and departments are run by department directors who report to the City Manager. This organizational structure ensures the City Manager can keep the City Council apprised of operational issues of importance and of City-wide concern.

HISTORY OF ROCKLIN

Founded on Granite

While Rocklin has a long history, much of the growth has been within the last 30 years. Rocklin was first recognized as a destination along the transcontinental railroad in 1864, about the same time granite mining began. The City incorporated in 1893 during the heyday of railroad and granite mining activity. By 1910, 22 quarries operated in Rocklin and, in 1912 nearly 2,000 train carloads of granite were sent out of town to become part of the state capitol building and buildings in San Francisco.

First Developed Land

North of Rocklin's core was Spring Valley Ranch, founded in 1855 by the Whitney family, which included sheep and a wide variety of agricultural products. Over the years, 25 miles of crushed stone roads, 12 granite bridges, stables, barns, and housing for 200 ranch hands and their families were all constructed on this sprawling 30,000 acres, now considered the first developed property in Rocklin.

The ranch was eventually subdivided and sold off to various development interests as the expansion of suburban communities from Sacramento to the northeast led to the growth of the housing market in Rocklin during the late 1950s and early 1960s. This resulted in the development of the Sunset Whitney neighborhood, centered around a beautiful golf course.

Modern Business Expansion

Beginning in the 1980s, Rocklin realized the benefits of a lower cost of living and land that drew high technology firms and other industries to the region. This resulted in an expansion of commercial and residential development, including Stanford Ranch, the 3,000-acre master planned community that had also been part of Spring Valley Ranch. A steady period of growth continued in Rocklin with additional master plan areas including Whitney Oaks (1,000 acres) and Whitney Ranch (1,300 acres).

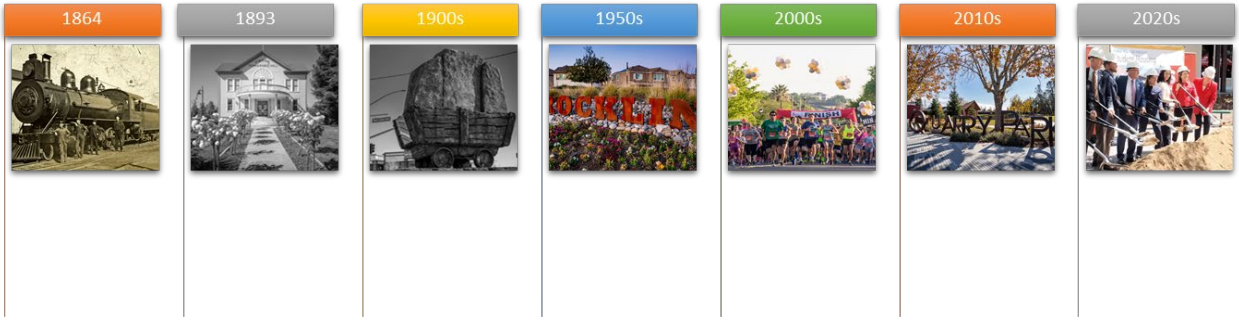


Looking Forward

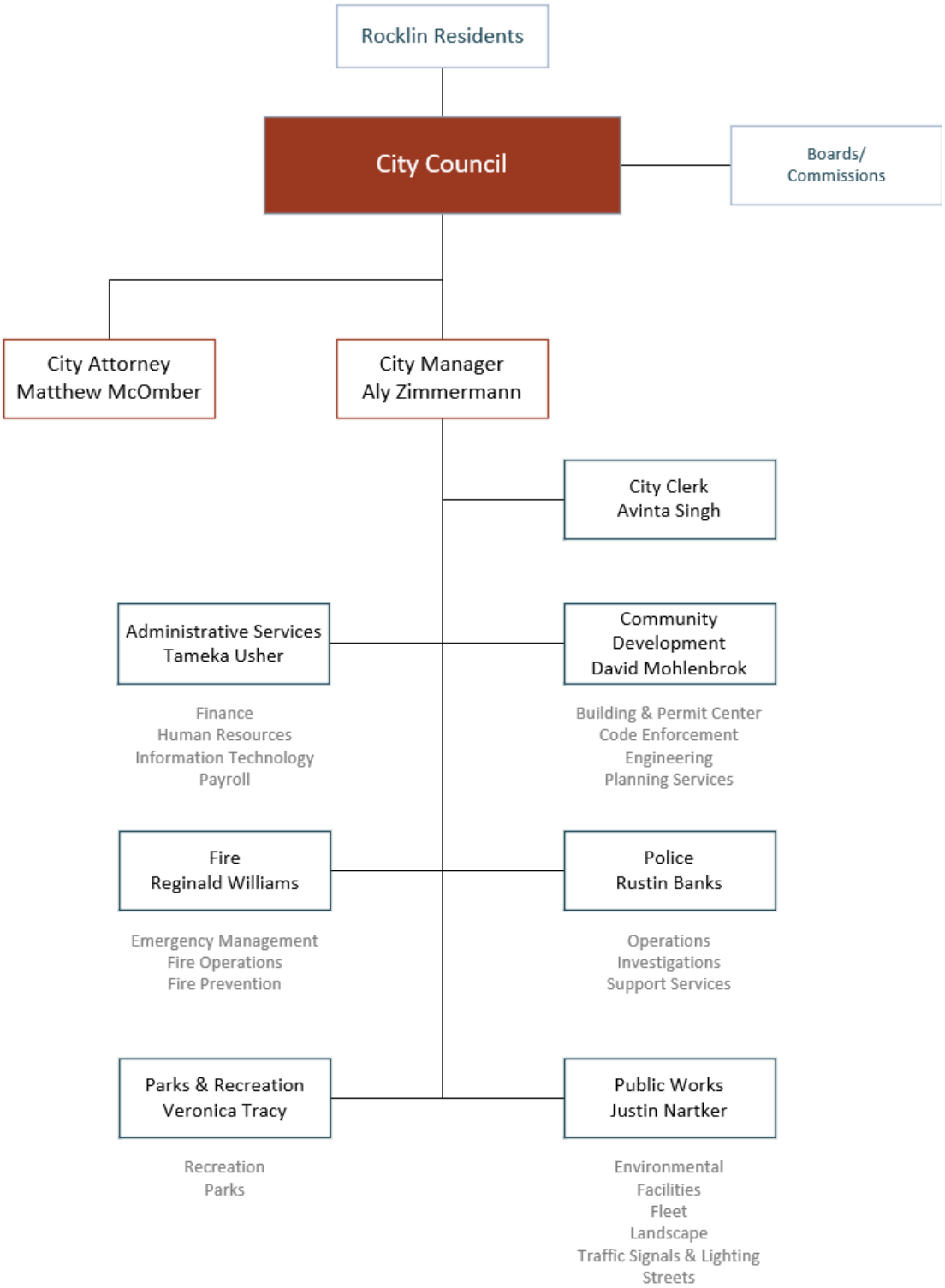
As Rocklin has evolved, the City has saved many of the original granite bridges used to cross creeks on the Spring Valley Ranch and has designed parks to include these bridges.

Rocklin is now nearing the end of its growth phase. With few remaining large, undeveloped parcels and no opportunities for annexation, City leaders are shifting their focus from one of growth to long-term sustainability. Rocklin must ensure that the City's high quality of life can be sustained in the years to come. This shift in focus requires new thinking and new ways of doing things, but also provides for new opportunities.

Part of the City's long-term model for sustainability is to look back on where it all began: The City's core. Downtown and Historic Rocklin are ripe with opportunities for redevelopment. Quarries still dot the landscape, providing a unique asset for new community park and recreational uses.



Organizational Chart



Reader's Guide to the Budget

The City of Rocklin's annual operating budget serves many purposes:

- To establish financial guidelines to meet the City Council's priorities and policies;
- To allocate or reallocate resources to reflect the City Council's priorities and policies;
- A communication tool for residents to understand City services and programs, and their cost; and
- A planning tool for City staff in programming and making spending decisions.

The City's fiscal year is July 1 through June 30. The City Council annually adopts the budget for the ensuing fiscal year prior to July 1.

The budget document is divided into eight sections:

BUDGET MESSAGE

This section includes the City Manager's budget message.

INTRODUCTION

The introductory section of the budget provides general information about the City, City-wide organizational chart, City's history, and reader's guide.

BUDGET OVERVIEW

This section provides an overview of the budget summarizing the budget, financial and economic trends, five-year forecast, basis of budgeting, budget process, and City Council Two-Year Strategic Plan.

BUDGET SCHEDULES

The budget schedules section includes information such as appropriations, sources and uses, changes in fund balance, summary of capital improvement program, and general fund reserves.

DEPARTMENTS

This section provides major categories of expenditures in the following services: general government, community development, fire, police, parks and recreation, and public works. Each section includes a department-specific overview of services, an organizational chart, past accomplishments, upcoming year's goals and objectives, significant changes from the prior budget, and budget and staffing charts.

DEBT SERVICE

This section provides an overview of the City's debt service.

DEFINITIONS

This section includes information intended to assist readers in understanding the budget and terminology used.

APPENDICES

This section includes salary schedules, fund analysis, and budget resolution.

BUDGET OVERVIEW

Budget Overview

The fiscal year (FY) 2024/25 Operating and Capital Improvement Program budgets total $115 million across all funds, supporting 272.5 full-time equivalent (FTE) positions and resources necessary for providing essential public services. These services include police, fire, planning and community development, construction and maintenance of streets, storm drains and public infrastructure, parks and recreation, and general government services. The budget is balanced and is developed with focus on the City's long-term needs and fiscal sustainability, consistent with City Council direction.

Anticipated General Fund resources total $67 million, comprising a General Fund revenue estimate of $66.8 million (a 1.7% increase from the FY 2023/24 adopted budget) and $250,000 from the General Fund balance. The funding from the General Fund balance will be used to offset the Sunset Whitney Recreation Area Improvements project. The increase in the General Fund revenue is primarily due to rising assessed values for existing properties. Higher interest rates are anticipated to continue to result in fewer transactions for single-family residential homes. Homeowners with lower interest rates have shown little inclination to sell, opting to retain their properties rather than search for new ones with higher prices and higher mortgage rates. Conversely, sales taxes are expected to decline by 5.4% from the FY 2023/24 adopted budget, reflecting an anticipated reduction in consumer spending across various sectors, including restaurants, hotels, groceries, and general consumer goods, throughout FY 2024/25. Similarly, transient occupancy tax (TOT) revenue is forecasted to decline by 24.2% from the FY 2023/24 budget based on current trends within the City. However, the net increase from other revenue sources is projected at 2.1% from FY 2023/24.

The projected General Fund obligations total $66.9 million, comprising $65.9 million for operating expenses (a 0.7% increase from the FY 2023/24 adopted budget), $484,500 for capital outlay, and a $506,000 contribution towards the operating reserve, as required by the City's Key Management Practices. Excluding aberrations, operating expenses increased by 3.3%. The increase in operating expenses is primarily attributed to a 3.8% rise in labor costs, a 1.5% increase in supplies and services, and a 2.4% increase in transfers out compared to the FY 2023/24 adopted budget. Labor costs are increasing primarily due to increases in contracted cost of living adjustments, pension costs, and worker's compensation costs. Meanwhile, the principal cost driver in supplies and services are general liability insurance premiums, utilities, and maintenance contracts.

The FY 2024/25 insurance premium and workers' compensation budgets are $4.4 million across all funds (an increase of $721,800 from the prior fiscal year). The City is a member of the Northern California Cities Self Insurance Fund (NCCSIF), a Joint Powers Authority, established to protect member resources by stabilizing risk costs in a reliable, economical, and beneficial manner. NCCSIF provides coverage and services in risk management and claims management, utilizing historical loss data from its members when budgeting for claims costs and expenses for the upcoming fiscal year.

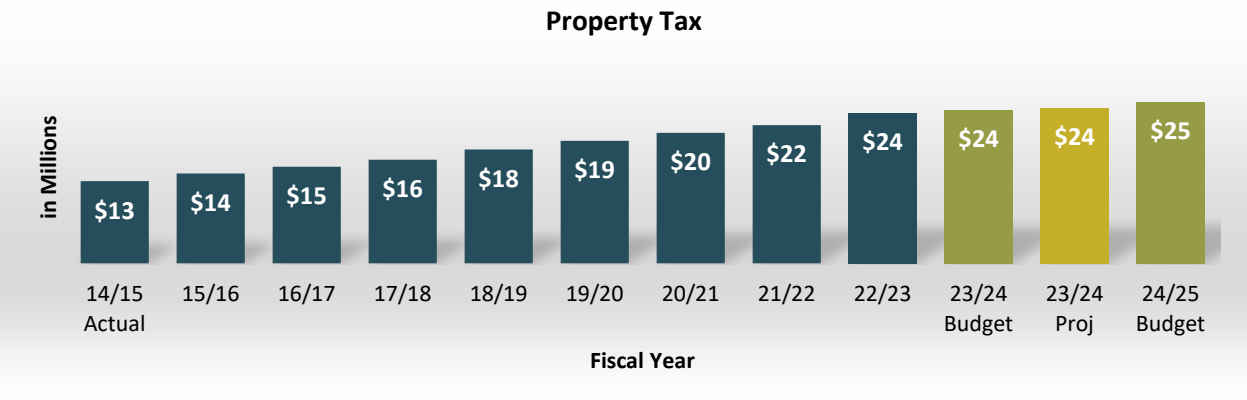
The FY 2024/25 budget reflects two new FTE positions. These positions are to support the City's landscape and park maintenance services, predominantly funded by the Community Facilities District No. 5, Gas Tax, and Landscape and Lighting Maintenance District No. 2.

GENERAL FUND REVENUES

Major sources of the City's General Fund revenue come from property tax and sales and use tax. Estimates were developed in coordination with the City's tax revenue consultant based on economic indicators, information from other agencies, and historical data.

Property Tax

The FY 2024/25 property tax budget is $25 million, a 5% increase from the FY 2023/24 budget. Property taxes are the largest component of General Fund revenues, accounting for 38% of the total General Fund revenue. Property tax has risen by $10.7 million between FY 2014/15 and FY 2022/23, attributed to a combination of rising home values and new home construction. Between 2022 to 2023, the volume of home sales decreased, primarily due to the Federal Reserve repeatedly raising interest rates. While this trend is anticipated to continue through FY 2024/25, there remains insufficient supply in the market that could lead to acute price declines.



Under California law, property taxes are assessed and collected by the counties, typically up to 1% of the assessed value, with additional increases approved by the voters. These property taxes are pooled and subsequently allocated to cities based on statutory formula. Approximately 12.7% of ad valorem property taxes levied in Rocklin are allocated to the City.

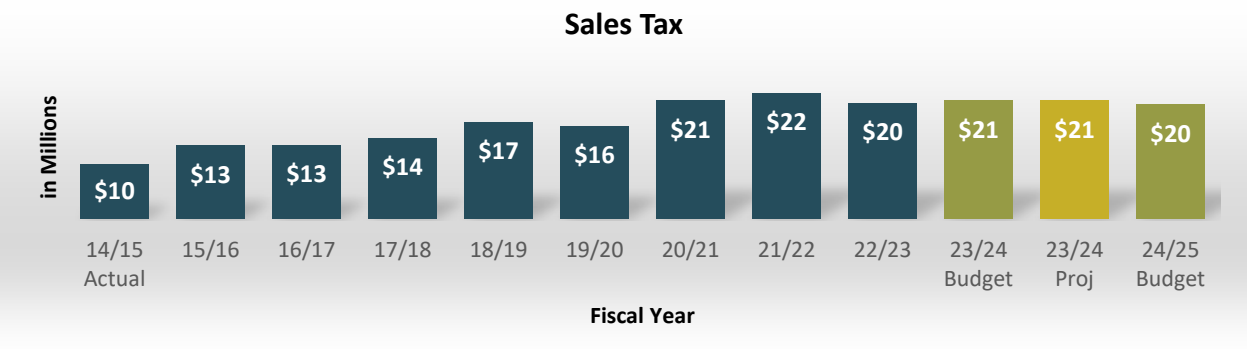


Sales Tax

The FY 2024/25 sales tax budget totals $20 million, a 3.4% decrease from the FY 2023/24 revised budget. Sales taxes are the second largest source of General Fund revenues, comprising 30% of all General Fund revenues. Between FY 2014/15 and FY 2022/23, sales revenue increased by more than $10.8 million, driven by sales growth in many Rocklin businesses as well as higher online purchases.

In FY 2023/24, sales tax revenue only modestly increased due to a slowdown in spending on taxable merchandise. Looking ahead, this trend is anticipated to continue as consumers are making more cost-conscious decisions, resulting in anticipated reduction in consumer spending across various sectors, including restaurants, hotels, groceries, and general consumer goods. They are prioritizing household items and non-taxable goods over more expensive purchases. This trend is compounded by increased consumer debt and a decline in personal savings. A negative trend is anticipated as the market normalizes going into FY 2024/25, with a modest increase anticipated in the latter part of the fiscal year.

Sales tax is volatile and can change quickly; therefore, staff will constantly monitor sales tax revenues for signs of above or below budget performance.



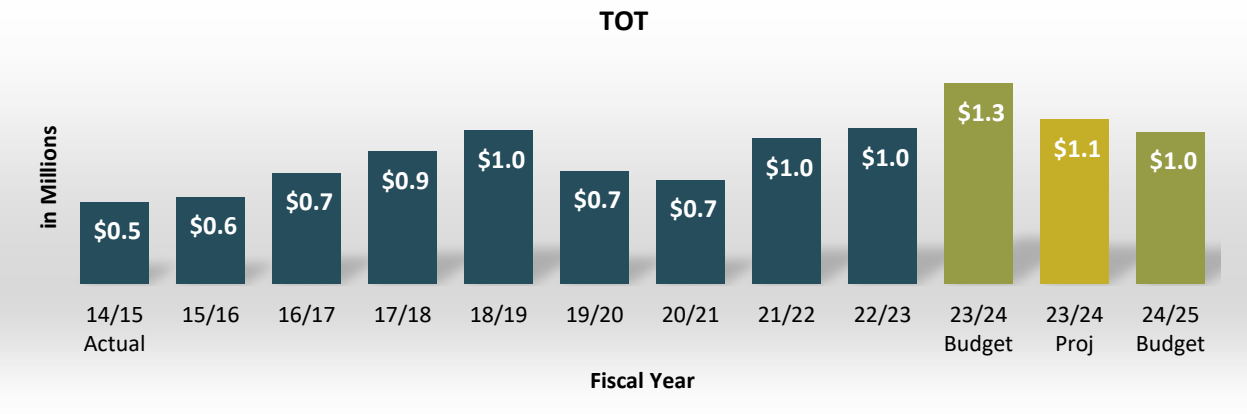
Sales tax is imposed on retailers who sell tangible personal property in California. A use tax is imposed on purchasers whenever sales tax does not apply, such as for goods purchased out of state for use in California. The current sales tax rate in Placer County – City of Rocklin – is 7.25%. The 7.25% is distributed to various agencies with 1% going to the City of Rocklin.

In comparison, in 2023, the City ranked 174th for sales tax per capita, with $287, among all California local agencies. Surrounding cities ranked as follows:

Agency	Rank	Tax per Capita
Auburn	22	729
Citrus Heights	330	164
Davis	400	130
Folsom	139	316
Lincoln	433	109
Loomis	338	161
Rancho Cordova	143	313
Rocklin	174	287
Roseville	67	454

Transient Occupancy Tax

The transient occupancy tax (TOT) budget for FY 2024/25 is $1 million, representing a 24.2% reduction from the FY 2023/24 budget. The forecast is attributed to an expected continuation of decline in rental activities within the City. TOT is levied on the rent charged to transient guests in various accommodations such as hotels, campgrounds, inns, tourist homes or houses, motels, studio hotels, and any facilities intended for transient occupancy for dwelling, lodging or sleeping purposes. The City's current TOT rate is set at 10% on rents. TOT collected from short-term rentals makes up approximately 2% of total TOT revenues.



Charges for Services

The FY 2024/25 budget for fees and charges totals $2.9 million, accounting for 4.3% of the total General Fund revenues. Local government has the authority to implement fees to fund City facilities, infrastructure, and services. Through the enactment of Rocklin Municipal Code Chapter 3.32, the City maintains a service fee cost comparison system. This system aims to recover some or all of the costs reasonably borne in providing services of a voluntary and limited nature through fees. The objective is to ensure that general taxes are not diverted from broad-based general services to subsidize such limited-benefit services.

Annually, the City conducts reviews and updates service fees, rental fees, regulatory fees, and penalties/fines to reflect changes in reasonably borne costs. To implement fee updates for calendar year 2025, the Finance Division in the Administrative Services Department will present the annual Schedule of Fees to the City Council for adoption by resolution in Fall 2024. The new and revised fee amounts adopted will take effect on January 1, 2025.

Licenses and Permits

The licenses and permits budget for FY 2024/25 is $4.3 million, representing 6.4% of the total General Fund revenues. These revenues derive from issuing licenses and permits for a range of activities, including certificate of occupancy, conducting specific activities, constructing buildings, obtaining zoning permissions, and engaging in other regulated activities that necessitate review and authorization by the City.

Key Management Practices

By the end of FY 2024/25, the General Fund operating reserve will be approximately $16.2 million. Additionally, the emergency reserve and self-insured losses reserve will be $1 million and $2 million, respectively. The ratio between personnel expenditures and operations/maintenance for all funds is 55:45, aligning with the "75:25" operating expenditure rule. Finally, projected ending fund balances for all funds is estimated to be approximately $114 million, with approximately $18.5 million for the General Fund.

General Fund Five-Year Forecast

The five-year forecast is a financial tool to help evaluate current and future fiscal conditions to guide policy and programmatic decisions, including identifying future revenue and expenditure trends that may have immediate or long-term influence on City policies, strategic goals, and delivering City services.

In an effort to develop a budget with focus on both short- and long-term context, staff developed the following General Fund five-year forecast as part of the annual budget process:

General Fund 5-Year Forecast	FY2024/25 Approved	FY2025/26 Projection	FY2026/27 Projection	FY2027/28 Projection	FY2028/29 Projection
Sources					
Revenue	$66,772,600	$ 67,799,100	$69,459,900	$71,460,600	$73,134,400
Other Sources	250,000	-	-	-	-
Total Sources	**67,022,600**	**67,799,100**	**69,459,900**	**71,460,600**	**73,134,400**
Uses					
Operation Expenditures	65,924,230	67,177,450	68,999,150	70,836,600	72,773,850
Capital Improvements	484,500	349,450	585,950	644,900	364,650
Contribution to Operating Reserve	**506,000**	**451,500**	**430,900**	**456,500**	**481,400**
Total Uses	66,914,730	67,978,400	70,016,000	71,938,000	73,619,900
Net Resources / (Deficit)	**$ 107,870**	**$ (179,300)**	**$ (556,100)**	**$ (477,400)**	**$ (485,500)**

The five-year revenue forecast is based on the FY 2024/25 budget, which was developed in coordination with the City's tax revenue consultant based on national, state, regional, and local economic data; information received from City Departments; historical data; and data from other agencies. Expenditures in the forecast incorporate the City's Key Management Practices in maintaining an operating reserve equal to 25% of the budgeted expenditures in the General Fund (less any capital equipment, fleet purchases, projects, and transfers out).

FY 2024/25 is balanced; however, the growth in expenditures is anticipated to outpace revenues beginning in FY 2025/26. Ongoing challenges include increasing labor costs, utility rate increases impacting the City, and liabilities that continue to compete with the priorities and needs of our community. Insurance premiums and workers' compensation costs continue to increase and are expected to rise by $2.7 million over the forecast period. Additionally, as the City reaches built-out state, building permit revenue is expected to level out, impacting the amount received as fewer building permits are expected to be issued. Moreover, uncertainty regarding when consumer spending will rebound adds more

pressure to the budget. Therefore, as we face these challenges, it is important to maintain a sufficient level of fund balance, strategically use one-time resources to mitigate future challenges, and proactively seek opportunities to diversify City funding sources.

Operating Budget Award

The City's FY 2023/24 Adopted Operating Budget document received the Operating Excellence Award from the California Society of Municipal Officers. The award process includes peer reviews of cities' operating budgets. Peer review methods are employed to maintain standards, improve performance, and provide credibility.



California Society of Municipal Finance Officers

Certificate of Award

Operating Excellence
Fiscal Year 2023-2024

Presented to the

City of Rocklin

For meeting the criteria established to achieve a CSMFO Award in Budgeting.

January 29, 2024

Rich Lee
2023 CSMFO President

James Russell-Field, Chair
Recognition Committee

Dedicated to Excellence in Municipal Financial Reporting

Basis of Budgeting

City accounts 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.

Government 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. 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.

Descriptions of the funds included in the budget are found in the Definitions section.

The City's budget process and financial procedures are in accordance with all applicable standards of the Government Accounting Standards Board, Generally Accepted Accounting Principles, and the City's internal financial policies and Key Management Practices.

Key Management Practices

The City's budget is developed following the City's Key Management Practices as detailed herein:

Capital Improvement Program

The City will develop and implement a five-year capital improvement program requiring the City to anticipate long-term needs, which will determine the capital improvement priorities, provide for current fiscal year projects, and provide for forecasting and anticipation of future fiscal year expenditures.

Capital Assets

Capital assets, including property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are defined by the City as assets with an initial individual cost equal to or greater than $10,000 ($5,000 if grant funded) or $100,000 for infrastructure, with an estimated life in excess of one year.

Fleet Equipment

The City's budget will provide for the adequate maintenance and repair of fleet equipment and for orderly replacement.

Risk Management

The City operates a risk management and loss prevention program to minimize losses.

One-Time Revenue

An organization that depends on one-time revenue or on a source of revenue that will soon disappear, can, in essence, create deficits for itself. As such, the City will utilize the General Fund for one-time or temporary funds to obtain capital assets, fund capital projects, replenish the General Fund Operating Reserve, and/or make other nonrecurring purchases. Otherwise, strategic planning to earmark replacement revenue must be identified at the onset.

Debt Policy

Sound budget management requires the City to determine the availability of revenue to support future capital improvements. In addition to the policies and procedures for land-secured financing as enacted by Resolution No. 2005-112 and Debt Management Policy Resolution No. 2018-291, the City utilizes "Capital Needs Financing", as noted below, and conducts ongoing analysis of refunding opportunities.

Capital Needs Financing

The City will, where possible, and in accordance with the adopted Capital Improvement Program, employ pay-as-you-go financing to save interest expenditures, preserve debt capacity for future borrowing, and not encumber future budgets with mandatory debt service expenditures. Exceptions to this practice will be for capital expenditures, which are determined to be time sensitive for purposes of public health, safety, welfare, or for economic gain.

Capital Expenditures

All capital projects planned and budgeted for in any given fiscal year will have funding identified and proven to be available. This means that all projects are subject to funding already received in prior fiscal years. Funds that are earmarked for receipt in the current fiscal year will not be utilized for current year expenditures.

Indirect Cost Allocation

An Indirect Cost Allocation (ICA) calculation is done during the budget process to allocate General Fund support service costs to other funds. City Council, City Clerk, City Attorney, City Manager, Finance, Human Resources, Information Technology, and Building Maintenance including the Building Repair Allocation are the support divisions and the remaining divisions are service divisions. Expenditures charged to the support divisions of the General Fund are the City's indirect costs pool. Allocation of indirect costs to the service divisions is conducted on a prorated basis based on total expenditures. The City will exclude Capital Project Funds from the ICA calculations for the budget year. Capital Projects Funds consist of nonrecurring purchases; therefore, exclusion from the ICA calculation will prevent reliance on one-time funds to balance the General Fund budget. For the year-end actuals, the ICA calculations will include Capital Projects Funds.

Operating Funds – Operating Expenditures

All non-General Fund operating funds will maintain sufficient cash balances to cover a minimum of seven months of operating expenditures planned and budgeted at the end of each fiscal year. This means that operations within these funds are subject to funding already received. This policy will ensure the City maintains sufficient cash on hand to cover its normal operations and enable it to identify and avoid potential cash flow issues.

De-Obligation

In the event an unplanned capital project is identified as a higher priority than a budget initially appropriated, the funded project list may be altered to take the new project into account. In this event, all projects will be reviewed, and a new priority list established. Any projects that are removed from the current funded project list will have the attached funding source de-obligated and that funding source will be attached to the new projects and/or returned to the reserve.

General Fund Operating Reserve

The City will maintain an operating reserve in the General Fund equivalent to, at a minimum, 25% of the planned budgeted operating expenditures. These reserved dollars will be used to support unforeseen emergencies, operating insufficiencies, and short-term internal loans. Management will exercise every mechanism available (e.g., budget cuts, hiring freezes, etc.) to avoid use of the reserve. To the extent the reserve level falls below 25%, a plan will be developed and executed to replenish the reserve at the targeted funding level within three years.

Building Reserve

The City will maintain a building reserve 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.

Disaster Contingency Reserve

The City will maintain an emergency reserve equal to $1 million as set by Resolution No. 2012-136. These reserve dollars will be used in the event of a "declared emergency" providing financial support for recovery efforts as directed by the City Council.

Self-Insured Losses Reserve

The City will maintain a self-insured loss reserve equal to $2 million. These reserve dollars will be used for losses not covered under existing insurance programs.

Retirees' Health Fund

The City will maintain a Retirees' Health Fund, which will be used to fund the Retirees' Health Trust to offset retirees' health accrued liability.

Fleet Capital Reserve

The City will maintain Fleet Capital Reserves in the Fleet Fund for the purchase of new and replacement vehicles and other capital assets. Reserve amounts will be expensed to each operating fund on the division where vehicles are assigned. These amounts will be calculated utilizing the annual asset depreciation expense, and allocated through a modified Fleet Allocation process. In the case where funds reserved in the Fleet Fund for a particular asset to be replaced, or an additional new asset to be purchased, are insufficient to cover the entire cost of the asset, additional amounts will be expensed to the appropriate operating division in that year.

General Fund – Use of Surplus

In the event the General Fund realizes a surplus, after calculating the General Fund Operating Reserve target, remaining General Fund surplus (net amount by which the unreserved unassigned fund balance is increased in that fiscal year), in an amount not to exceed 5% of the current fiscal year's revenue budget will be assigned to: (i) fund long-term accrued liabilities, including but not limited to debt service, pension liability, and retiree's health benefits (e.g. other post-employment benefits liability, Section 115 Trust); (ii) provide funding for the Economic Reserve Fund; (iii) increase the contributions needed to fund the Fleet Capital Reserve; (iv) provide funding for the Building Reserve Fund; and (v) surplus funds in excess of the minimum reserve targets and requirements in this section can be used for other specific purposes consistent with the General Fund – use of surplus. After assigning the General Fund surplus as outlined above, the remaining General Fund surplus may be used in the following ways provided that such action is approved by the City Council: (i) increase the contributions needed to fund one-time expenditures; or

(ii) start-up expenditures for new programs or construction and considered in the context of multi-year projections of revenue and expenditures. Any remaining General Fund surplus shall be added to its unassigned fund balance.

Reserve Targets

Reserve	Minimum Target	Maximum Target
General Fund Operating Reserve	25% of planned operating expenditures	Undefined
Building Reserve	Undefined	Undefined
Economic Reserve	Undefined	Undefined
Fleet Capital Reserve	Value of fleet replacement needs for next five years	Total purchase value of fleet assets
Pension Liability	80% funded status based on the most recent valuation report	100% funded status based on the most recent valuation report
Retiree's Health Fund	80% funded status based on the most recent valuation report	100% funded status based on the most recent valuation report

Monitoring Performance

The City will review the current and five-year projected reserve to ensure that they are appropriate, given the economic and financial risk factors the City is subject to on an annual basis during the City's budget process.

"75:25" Operating Expenditure Rule

To support fiscal stability, the City will work to maintain personnel to operations/maintenance expenditure ratio no greater than 75:25. Pension and health care costs can be extremely volatile, and can lead to significant year-over-year expenditure increases. Maintaining a healthy balance between personnel and operations/maintenance expenditures allows for greater control over total expenditures and allows the City to more easily respond to unforeseen costs. The City will analyze its personnel to operations/maintenance expenditure ratio during the budget process each year and make prudent adjustments to bring the ratio back to appropriate levels within three years.

Budget Process

The City prepares and submits an annual operating budget and a five-year capital improvement program budget to the City Council for review and approval. The annual budget process is driven by the City's Strategic Plan.



The annual budget preparation begins by creating a budget calendar, in which due dates are established in order to meet the budget adoption date. Pursuant to Rocklin Municipal Code Chapter 3.28, the City Council must adopt the final budget by June 30th of each year.

To establish the annual budget, departments estimate revenue anticipated for the succeeding year, along with operating expenses to support the City Council priorities, objectives of each program, and proposed program expansions and augmentations. These estimates are continuously reevaluated and revised before the budget is transmitted to the City Manager.

The next step is for the City Manager and department staff to meet and review budget estimates. Revisions from these meetings are made and the budget estimates are reassessed. This step may repeat until the budget is balanced.

When the City Manager is satisfied with the proposed operating and capital budgets, they are transmitted to the City Council on or before May 15th of each year. The City Council reviews and may revise, the proposed budget in a public workshop. Any changes to the proposed budget, as considered and approved by the City Council during budget workshops, are included in the final budget. The budget is then formally adopted by the City Council on or before June 30th of each year.

Two-Year Strategic Plan

On March 22, 2023, the City Council held a City Council retreat to develop the City's Strategic Plan for the next two years. At the conclusion of the retreat, the City Council agreed to the following "five pillars" and developed directional statements for each area:



RESILIENT

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.

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.

LIVABLE

Rocklin is 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.

SUSTAINABLE

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.

SAFE

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 well-being 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.

BUDGET SCHEDULES

Schedule 1A

Appropriations by Departments

DEPARTMENT	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
City Council	$ 89,291	$ 67,045	$ 99,400	$ 99,400	$ 120,500	$ 21,100
City Manager	1,339,754	4,065,284	4,650,700	6,398,413	6,897,300	498,887
City Attorney	878,160	1,817,278	1,142,400	1,429,617	1,157,800	(271,817)
City Clerk	324,053	352,598	329,000	329,000	405,550	76,550
Administrative Services	9,536,920	11,595,532	15,426,700	15,652,801	15,340,330	(312,471)
Community Development	5,014,086	5,396,330	18,329,000	20,890,851	13,991,100	(6,899,751)
Fire	14,455,733	14,330,419	15,865,050	17,759,449	15,573,400	(2,186,049)
Information Technology	2,758,897	3,216,959	-	-	-	-
Parks and Recreation	7,848,339	8,866,698	10,326,500	14,327,793	9,630,300	(4,697,493)
Police	20,195,244	28,152,067	24,368,450	25,828,182	24,591,100	(1,237,082)
Public Works	21,292,522	24,659,566	22,450,900	25,594,013	21,545,500	(4,048,513)
Non-Departmental	3,065,368	30,625,530	5,728,800	7,133,350	6,053,700	(1,079,650)
TOTAL	**$ 86,798,364**	**$ 133,145,306**	**$ 118,716,900**	**$ 135,442,869**	**$ 115,306,580**	**$ (20,136,289)**

Schedule 1B

Appropriations by Category and Department

DEPARTMENT	Revenues	Staffing	Contracted Services	Operating Expenses	Other Uses/ Debt Service/ Depreciation	Capital Outlay	Total Obligations	Net Operating
City Council	$ -	$ 50,300	$ 10,400	$ 59,800	$ -	$ -	$ 120,500	$ (120,500)
City Manager	263,250	1,273,600	5,292,750	164,450	166,500	-	6,897,300	(6,634,050)
City Attorney	28,100	734,300	376,400	19,000	28,100	-	1,157,800	(1,129,700)
City Clerk	-	301,700	16,000	87,850	-	-	405,550	(405,550)
Administrative Services	19,867,900	9,464,100	1,427,500	3,333,730	1,115,000	-	15,340,330	4,527,570
Community Development	8,870,000	4,692,700	2,449,400	455,300	403,700	5,990,000	13,991,100	(5,121,100)
Fire	5,438,200	11,343,300	282,200	1,482,900	2,400,500	64,500	15,573,400	(10,135,200)
Parks and Recreation	4,184,300	3,385,700	1,885,500	3,207,200	731,900	420,000	9,630,300	(5,446,000)
Police	1,787,000	20,816,700	907,200	2,553,600	313,600	-	24,591,100	(22,804,100)
Public Works	4,014,900	5,886,100	4,102,700	6,740,900	1,378,300	3,437,500	21,545,500	(17,530,600)
Non-Departmental	66,646,800	40,000	-	3,245,700	2,768,000	-	6,053,700	60,593,100
TOTAL	**$ 111,100,450**	**$ 57,988,500**	**$ 16,750,050**	**$ 21,350,430**	**$ 9,305,600**	**$ 9,912,000**	**$ 115,306,580**	**$ (4,206,130)**

Schedule 2

Sources, Uses, and Changes in Fund Balance

	Sources	Uses					Fund Balance	
FUNDS	Revenues	Operations	CIP	Total Obligations	Contribution / Use of Reserve	Surplus/ (Deficit)	Beginning Balance	Ending Balance
General Funds								
General Fund (100)	$ 66,772,600	$ 65,924,230	$ 484,500	$ 66,408,730	$ (256,000)	$ 107,870	$ 18,426,100	$ 18,533,970
General Fund Reserve[1]		-	-	-	256,000	256,000	20,849,150	21,105,150
Boroski Landfill Monitoring (727)	28,100	28,100	-	28,100	-	-	-	-
Building Reserve (180)	-	-	-	-	-	-	1,387,000	1,387,000
Economic Development (122)	-	102,500	-	102,500	-	(102,500)	692,200	589,700
Park Infrastructure Reserve (170)	240,000	-	-	-	-	240,000	424,100	664,100
Quarry Park Adventures Reserve (115)	-	240,000	-	240,000	-	(240,000)	240,000	-
Quarry Park Amphitheater Events (111)	85,000	140,900	-	140,900	-	(55,900)	(21,600)	(77,500)
Retirees Health (151)	1,981,000	1,944,000	-	1,944,000	-	37,000	1,651,900	1,688,900
Technology Fee (130)	510,800	596,200	-	596,200	-	(85,400)	760,800	675,400
American Rescue Plan Act (166)	-	-	-	-	-	-	2,115,900	2,115,900
Subtotal General Funds	**69,617,500**	**68,975,930**	**484,500**	**69,460,430**	**-**	**157,070**	**46,525,550**	**46,682,620**
Capital Projects Funds								
Capital Construction Fees (304)	623,000	557,400	-	557,400	-	65,600	3,341,700	3,407,300
Reserve for LRBS Debt Service	-	-	-	-	-	-	1,059,300	1,059,300
Community Park Fees (301)	466,900	-	-	-	-	466,900	212,300	679,200
Community Recreation Center Facility Impact Fees (328)	36,900	-	-	-	-	36,900	67,500	104,400
North West Rocklin Community Park Fees (307)	71,100	-	-	-	-	71,100	233,000	304,100
Oak Tree Mitigation Fees (305)	40,000	159,900	-	159,900	-	(119,900)	436,800	316,900
Public Facilities Impact Fees (308)	80,100	-	-	-	-	80,100	1,235,500	1,315,600
Traffic Circulation Impact Fee (302)	2,238,500	573,400	200,000	773,400	-	1,465,100	15,701,900	17,167,000
Traffic Circulation Impact Fee Loans	-	-	-	-	-	-	759,800	759,800
Trails Impact Fees (321)	26,200	-	-	-	-	26,200	26,100	52,300
Whitney Ranch Interchange Fees (325)	90,900	47,300	700,000	747,300	-	(656,400)	1,442,900	786,500
Whitney Ranch Trunk Sewer Project (306)	28,900	28,900	-	28,900	-	-	-	-
Subtotal Project Funds	**3,702,500**	**1,366,900**	**900,000**	**2,266,900**	**-**	**1,435,600**	**24,516,800**	**25,952,400**
Debt Service Fund								
Capital Construction - Debt Service (400)	532,400	532,400	-	532,400	-	-	-	-
Subtotal Debt Service Fund	**532,400**	**532,400**	**-**	**532,400**	**-**	**-**	**-**	**-**
Internal Service Funds								
Risk Management (525)	5,028,400	4,975,100	-	4,975,100	-	53,300	1,246,400	1,299,700
Self Insured Losses	-	-	-	-	-	-	3,078,500	3,078,500
Disaster Contingency	-	-	-	-	-	-	1,000,000	1,000,000
Vehicle Fleet Management (500)	3,640,500	3,705,400	-	3,705,400	-	(64,900)	5,829,600	5,764,700
Vehicle Fleet Net Capitalized Assets	-	-	-	-	-	-	6,063,600	6,063,600
Subtotal Internal Service Funds	**8,668,900**	**8,680,500**	**-**	**8,680,500**	**-**	**(11,600)**	**17,218,100**	**17,206,500**
Permanent Funds								
Cons. Easement Endowment (729)	14,100	14,100	-	14,100	-	-	453,500	453,500
Wetlands Maintenance Parcel 34 (728)	-	2,700	-	2,700	-	(2,700)	53,800	51,100
Subtotal Permanent Funds	**14,100**	**16,800**	**-**	**16,800**	**-**	**(2,700)**	**507,300**	**504,600**
Special Revenue Funds								
Asset Forfeiture - Federal (243)	600	-	-	-	-	600	18,400	19,000
Asset Forfeiture - State (242)	17,500	65,000	-	65,000	-	(47,500)	443,400	395,900
CASp Certification & Training (248)	-	10,000	-	10,000	-	(10,000)	83,300	73,300
CDBG - First Time Home Buyers (254)	-	-	-	-	-	-	103,200	103,200
CDBG - First Time Home Buyers Loans	-	-	-	-	-	-	21,000	21,000
CDBG - HUD Entitlement (257)	302,750	102,750	200,000	302,750	-	-	-	-
CDBG 2000 - Oak Court (253)	-	-	-	-	-	-	265,600	265,600
CDBG 2000 - Oak Court Loans	-	-	-	-	-	-	110,000	110,000
CDBG Housing Rehabilitation (251)	-	-	-	-	-	-	155,700	155,700
CDBG Housing Rehabilitation Loans	-	-	-	-	-	-	188,000	188,000
CFD No. 6 Open Space Maintenance (233)	389,000	380,800	-	380,800	-	8,200	299,300	307,500
Community Facilities District No. 1 (231)	2,410,200	2,410,200	-	2,410,200	-	-	-	-
Community Facilities District No. 5 (232)	7,521,300	6,894,600	-	6,894,600	-	626,700	5,825,200	6,451,900
Costco Settlement (209)	-	-	-	-	-	-	3,755,200	3,755,200
Gas Tax (201)	2,015,100	1,771,800	-	1,771,800	-	243,300	1,588,800	1,832,100
Grants/Other Reimbursables (275)	251,200	251,200	-	251,200	-	-	-	-
Landscaping & Lighting Maint. District No. 2 (235)	2,789,900	3,181,800	-	3,181,800	-	(391,900)	1,400,100	1,008,200
Lighting Maintenance District No. 1 (230)	251,800	251,800	-	251,800	-	-	-	-
Low & Moderate Income Housing Asset (270)	270,300	5,147,500	-	5,147,500	-	(4,877,200)	6,666,000	1,788,800
Low- & Moderate Income Loans	-	-	-	-	-	-	3,939,400	3,939,400
Opioid Settlement (247)	-	-	-	-	-	-	1,300	1,300

Schedule 2 (continued)

Sources, Uses, and Changes in Fund Balance

	Sources	Uses					Fund Balance	
FUNDS	Revenues	Operations	CIP	Total Obligations	Contribution / Use of Reserve	Surplus/ (Deficit)	Beginning Balance	Ending Balance
Park Development Fees (300)	$ 297,800	$ -	$ -	$ -	$ -	$ 297,800	$ 596,700	$ 894,500
Park Tax Special Assessment (236)	659,000	659,000	-	659,000	-	-	-	-
Recreation Facilities Contribution (221)	100	-	-	-	-	100	2,300	2,400
Sales Tax SB 325 (210)	4,531,300	3,059,900	3,427,500	6,487,400	-	(1,956,100)	2,051,000	94,900
SB 1 - Road Maintenance & Rehabilitation (205)	1,759,200	-	1,350,000	1,350,000	-	409,200	1,879,100	2,288,300
SB 325 Transit Fund (211)	1,227,300	1,315,000	-	1,315,000	-	(87,700)	87,700	-
Streets Sr/Grants Fund (240)	3,550,000	-	3,550,000	3,550,000	-	-	-	-
Supp Law Enforcement Services AB 3229 (736)	190,000	190,000	-	190,000	-	-	-	-
Traffic Safety/Police Grants (244)	130,700	130,700	-	130,700	-	-	-	-
Subtotal Special Revenue Funds	**28,565,050**	**25,822,050**	**8,527,500**	**34,349,550**	**-**	**(5,784,500)**	**29,480,700**	**23,696,200**
TOTAL	**$111,100,450**	**$105,394,580**	**$ 9,912,000**	**$115,306,580**	**$ -**	**$ (4,206,130)**	**$118,248,450**	**$114,042,320**

[1] Refer to Schedule 8 for General Fund reserves.

Schedule 3

Revenues By Category for General Fund

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND						
Taxes						
Property Tax - Secured	$ 13,445,416	$ 14,574,138	$ 14,947,500	$ 14,947,500	$ 15,570,000	$ 622,500
Property Tax - RDA Residual Distribution	1,015,932	1,106,930	1,200,000	1,200,000	1,200,000	-
Property Tax - Unsecured	274,240	296,799	293,400	293,400	335,600	42,200
Property Tax - Prior Unsecured	2,931	5,777	1,700	1,700	1,700	-
Property Tax - Supplemental	572,997	742,379	435,400	435,400	550,000	114,600
Property Tax In Lieu MVLF	6,288,982	6,804,676	7,128,800	7,128,800	7,556,300	427,500
Subtotal Property Taxes	**21,600,498**	**23,530,699**	**24,006,800**	**24,006,800**	**25,213,600**	**1,206,800**
Sales Tax	21,366,903	19,607,292	20,487,500	20,067,500	19,405,300	(662,200)
Sales Tax - Public Safety	658,054	675,926	669,800	669,800	618,900	(50,900)
Subtotal Sales Taxes	**22,024,957**	**20,283,218**	**21,157,300**	**20,737,300**	**20,024,200**	**(713,100)**
Business License Tax	417,138	439,255	419,600	419,600	423,800	4,200
STR Transient Occupancy Tax	15,629	18,655	18,000	18,000	18,000	-
Transfer Tax	900,285	586,263	540,000	540,000	450,000	(90,000)
Transient Occupancy Tax	959,236	1,024,294	1,320,000	1,320,000	1,000,000	(320,000)
Utility Franchise Tax	2,443,215	2,615,012	2,465,100	2,465,100	2,802,900	337,800
Subtotal Other Taxes	**4,735,503**	**4,683,479**	**4,762,700**	**4,762,700**	**4,694,700**	**(68,000)**
Total Taxes	**48,360,958**	**48,497,396**	**49,926,800**	**49,506,800**	**49,932,500**	**425,700**
Licenses and Permits						
Animal License	74,046	58,904	65,000	65,000	60,000	(5,000)
Building Permit	4,085,542	2,969,765	3,515,300	3,515,300	3,881,900	366,600
Certificate of Occupancy	14,805	15,777	19,000	19,000	11,700	(7,300)
EIQ - CEQA	55,617	35,858	36,300	36,300	44,500	8,200
Encroachment Permit	113,204	70,791	100,000	100,000	90,000	(10,000)
Fire Operational Permits	44,233	89,603	45,000	45,000	45,000	-
Grazing Permit	1,232	618	1,000	1,000	800	(200)
Home Occupation Permit	26,011	31,008	22,900	22,900	29,700	6,800
Land Use Permits	132,794	123,994	101,400	101,400	131,500	30,100
Land Use Variances	-	-	1,000	1,000	-	(1,000)
Other Licenses & Permits	2,260	4,486	3,750	3,750	4,300	550
Oversize Load Permits	4,448	9,502	5,000	5,000	8,000	3,000
Plan Duplication Processing	3,028	383	1,900	1,900	400	(1,500)
Short Term Rental Permit	695	3,037	2,100	2,100	2,500	400
Subtotal Licenses and Permits	**4,557,915**	**3,413,726**	**3,919,650**	**3,919,650**	**4,310,300**	**390,650**
Fines, Forfeitures, & Penalties						
Business License Penalties	6,260	9,952	7,000	7,000	7,000	-
DUI Cost Recovery	1,412	525	-	-	1,000	1,000
Parking Citations	15,444	15,466	11,000	11,000	15,000	4,000
Statute Violation Fines	109,161	74,627	60,000	60,000	60,000	-
Vehicle Cite Corr-Sign Off	1,536	333	-	-	500	500
Other Fines/Forfeiture/Penalties	12,279	22,495	10,600	10,600	10,600	-
Subtotal Fines, Forfeitures, & Penalties	**146,092**	**123,398**	**88,600**	**88,600**	**94,100**	**5,500**
Charges for Services						
Admission Fees	-	6,066	6,000	6,000	8,000	2,000
Animal Return Fee	1,115	357	1,000	1,000	500	(500)
Annexation Fees	43,485	17,044	-	-	-	-
Annual Business Inspection	6,150	5,612	6,000	6,000	500	(5,500)
Brycer Inspection Compliance Fees	4,346	9,105	7,500	7,500	8,000	500
Business License Applic. Fee	15,468	15,976	14,400	14,400	15,000	600

Schedule 3 (continued)

Revenues By Category for General Fund

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND (continued)						
Charges for Services						
Concurrent Application Fees	$ 112,297	$ 114,942	$ 100,200	$ 100,200	$ 109,600	$ 9,400
Contract Services	164,305	159,066	250,700	250,700	266,600	15,900
Copies	918	2,778	3,000	3,000	1,200	(1,800)
Engineering Inspection Fees	371,325	89,272	400,000	400,000	425,000	25,000
Engineering Map Check Fees	30,955	37,144	40,000	40,000	50,000	10,000
Engineering Plan Check Fees	288,823	215,251	280,000	280,000	375,000	95,000
False Alarm Fee	57,875	55,937	40,000	40,000	45,000	5,000
Fingerprinting Fees	349	10,272	10,000	10,000	10,000	-
Fire Fees	154,731	184,727	174,000	174,000	215,200	41,200
First Responder Fees	106,662	407,406	300,000	300,000	350,000	50,000
Flood Zone	-	-	1,200	1,200	1,500	300
Impound & Repo Fees	21,782	25,325	20,000	20,000	25,000	5,000
Improvement Plan Revision Fee	-	671	2,000	2,000	1,000	(1,000)
Massage Technician Permits	6,653	7,958	7,000	7,000	10,000	3,000
Miscellaneous Engineering Fees	3,273	-	5,600	5,600	3,000	(2,600)
Program Fees	152,508	228,508	165,450	165,450	235,100	69,650
Records Maintenance Fee	26,853	24,082	28,000	28,000	27,000	(1,000)
Reports	1,040	1,479	500	500	800	300
Sale of Advertising	7,000	14,500	11,000	11,000	27,500	16,500
SB 330 Fee	-	1,190	-	-	-	-
Sierra College Contract	663,102	552,362	615,000	615,000	615,000	-
State Bldg Stdrd Admin Fee	1,073	698	800	800	1,000	200
Tentative Subdivision Maps	39,845	68,053	58,100	58,100	14,800	(43,300)
Weed Abatement Fees	62,182	62,093	55,000	55,000	50,000	(5,000)
Subtotal Charges for Services	**2,344,115**	**2,317,874**	**2,602,450**	**2,602,450**	**2,891,300**	**288,850**
Intergovernmental						
County/Local Grants	37,000	-	-	-	-	-
Federal Grants	5,184	18,823	-	-	-	-
Post Reimbursements	10,749	29,870	26,000	26,000	20,000	(6,000)
RATTF Revenue	107,770	120,222	115,000	115,000	100,000	(15,000)
Reimbursement Revenue	941,778	489,351	287,400	287,400	198,300	(89,100)
Special Revenue	-	-	9,000	9,000	-	(9,000)
State Grants	105,355	4,152	-	-	-	-
State HOPTR	85,172	82,486	80,800	80,800	80,300	(500)
State Motor Vehicle In - Lieu	81,409	73,456	-	-	60,000	60,000
State Realignment	100,000	100,000	100,000	100,000	100,000	-
Successor Agency Admin Fee	60,400	60,000	70,000	70,000	70,000	-
Subtotal Intergovernmental	**1,534,817**	**978,360**	**688,200**	**688,200**	**628,600**	**(59,600)**
Miscellaneous						
Cap Fac Impact Admin Fee	36,750	18,403	11,000	11,000	11,000	-
Contributed Capital	-	4,130,600	-	-	-	-
Donations	-	7,800	12,000	12,000	10,000	(2,000)
Mandated Payments Revenue	30,674	17,716	-	-	10,000	10,000
Miscellaneous Revenues	386,617	121,483	33,500	33,500	32,600	(900)
Rebate Payment	43,914	26,199	30,000	30,000	25,000	(5,000)
Sale of Taxable Items	1,131	273	500	500	600	100
Special Assessment Admin Fee	117,800	120,600	119,700	119,700	120,300	600
Subtotal Miscellaneous	**616,886**	**4,443,074**	**206,700**	**206,700**	**209,500**	**2,800**

Schedule 3 (continued)

Revenues By Category for General Fund

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND (continued)						
Use of Money and Property						
GASB No. 31 FMV Adjustment	$ (1,144,398)	$ (482,854)	$ -	$ -	$ -	$ -
Interest Income	95,905	938,003	909,200	1,359,200	1,017,900	(341,300)
Rental Income	1,184,201	1,258,951	1,586,400	1,586,400	1,575,900	(10,500)
Sale of Assets	2,684	-	-	-	-	-
Vending Machine	568	-	-	-	-	-
Subtotal Use of Money and Property	**138,960**	**1,714,100**	**2,495,600**	**2,945,600**	**2,593,800**	**(351,800)**
Other Sources						
Engineering Transfer In	79,800	165,600	53,600	53,600	61,900	8,300
Transfer In Fac Maint Allocation	165,700	179,100	199,100	199,100	218,800	19,700
Transfer In From General Fund	-	79,900	-	-	-	-
Transfer In From Spec Revenue	3,176,793	10,133,143	3,366,800	3,366,800	3,639,400	272,600
Transfer In From CIP	-	333,564	44,500	44,500	28,900	(15,600)
Transfer In From Trust/Agency	2,427	2,512	2,600	2,600	2,700	100
Transfer In Indirect Cost Allocation	1,436,490	1,786,489	2,077,100	2,077,100	2,160,800	83,700
Subtotal Other Sources	**4,861,210**	**12,680,308**	**5,743,700**	**5,743,700**	**6,112,500**	**368,800**
TOTAL	**$ 62,560,953**	**$ 74,168,235**	**$ 65,671,700**	**$ 65,701,700**	**$ 66,772,600**	**$ 1,070,900**

Schedule 4

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND (FUND 100)							
Charges for Services							
4159	SB 330 Fee	$ -	$ 1,190	$ -	$ -	$ -	$ -
4100	Business License Applic. Fee	15,468	15,976	14,400	14,400	15,000	600
4108	Records Maintenance Fee	26,853	24,082	28,000	28,000	27,000	(1,000)
4118	Engineering Inspection Fees	371,325	89,272	400,000	400,000	425,000	25,000
4120	Engineering Plan Check Fees	288,823	215,251	280,000	280,000	375,000	95,000
4122	Engineering Map Check Fees	30,955	37,144	40,000	40,000	50,000	10,000
4128	Improvement Plan Revision Fee	-	671	2,000	2,000	1,000	(1,000)
4130	Miscellaneous Engineering Fees	3,273	-	5,600	5,600	3,000	(2,600)
4131	Flood Zone	-	-	1,200	1,200	1,500	300
4132	Fingerprinting Fees	349	10,272	10,000	10,000	10,000	-
4134	Reports	1,040	1,479	500	500	800	300
4135	Copies	918	2,778	3,000	3,000	1,200	(1,800)
4136	Animal Return Fee	1,115	357	1,000	1,000	500	(500)
4138	Massage Technician Permits	6,653	7,958	7,000	7,000	10,000	3,000
4140	False Alarm Fee	57,875	55,937	40,000	40,000	45,000	5,000
4141	Brycer Inspection Compliance Fees	4,346	9,105	7,500	7,500	8,000	500
4142	Impound & Repo Fees	21,782	25,325	20,000	20,000	25,000	5,000
4146	Weed Abatement Fees	62,182	62,093	55,000	55,000	50,000	(5,000)
4149	Fire Fees	154,731	184,727	174,000	174,000	215,200	41,200
4150	Tentative Subdivision Maps	39,845	68,053	58,100	58,100	14,800	(43,300)
4151	Annual Business Inspection	6,150	5,612	6,000	6,000	500	(5,500)
4158	Concurrent Application Fees	112,297	114,942	100,200	100,200	109,600	9,400
4160	Annexation Fees	43,485	17,044	-	-	-	-
4170	Admission Fees	-	6,066	6,000	6,000	8,000	2,000
4172	Sale of Advertising	7,000	14,500	11,000	11,000	27,500	16,500
4235	Sierra College Contract	663,102	552,362	615,000	615,000	615,000	-
4240	Contract Services	164,305	159,066	250,700	250,700	266,600	15,900
4475	State Bldg Stdrd Admin Fee	1,073	698	800	800	1,000	200
4511	First Responder Fees	106,662	407,406	300,000	300,000	350,000	50,000
4700	Program Fees	152,508	228,508	165,450	165,450	235,100	69,650
	Subtotal Charges for Services	**2,344,115**	**2,317,874**	**2,602,450**	**2,602,450**	**2,891,300**	**288,850**
Fines, Forfeitures, & Penalties							
4102	Business License Penalties	6,260	9,952	7,000	7,000	7,000	-
4200	Statute Violation Fines	109,161	74,627	60,000	60,000	60,000	-
4210	Parking Citations	15,444	15,466	11,000	11,000	15,000	4,000
4215	Vehicle Cite Corr-Sign Off	1,536	333	-	-	500	500
4220	DUI Cost Recovery	1,412	525	-	-	1,000	1,000
4225	Other Fines/Forfeiture/Penalties	12,279	22,495	10,600	10,600	10,600	-
	Subtotal Fines, forfeitures, & Penalties	**146,092**	**123,398**	**88,600**	**88,600**	**94,100**	**5,500**
Intergovernmental							
4500	Federal Grants	5,184	18,823	-	-	-	-
4505	State Grants	105,355	4,152	-	-	-	-
4510	County/Local Grants	37,000	-	-	-	-	-
4513	Special Revenue	-	-	9,000	9,000	-	(9,000)
4514	Reimbursement Revenue	941,778	489,351	287,400	287,400	198,300	(89,100)
4520	State Motor Vehicle In - Lieu	81,409	73,456	-	-	60,000	60,000

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND (FUND 100)							
4521	RATTF Revenue	$ 107,770	$ 120,222	$ 115,000	$ 115,000	$ 100,000	$ (15,000)
4522	State Realignment	100,000	100,000	100,000	100,000	100,000	-
4530	State HOPTR	85,172	82,486	80,800	80,800	80,300	(500)
4535	Post Reimbursements	10,749	29,870	26,000	26,000	20,000	(6,000)
4740	Successor Agency Admin Fee	60,400	60,000	70,000	70,000	70,000	-
	Subtotal Intergovernmental	**1,534,818**	**978,360**	**688,200**	**688,200**	**628,600**	**(59,600)**
Licenses and Permits							
4047	Short Term Rental Permit	695	3,037	2,100	2,100	2,500	400
4104	Animal License	74,046	58,904	65,000	65,000	60,000	(5,000)
4106	Building Permit	4,085,542	2,969,765	3,515,300	3,515,300	3,881,900	366,600
4107	Plan Duplication Processing	3,028	383	1,900	1,900	400	(1,500)
4110	Certificate of Occupancy	14,805	15,777	19,000	19,000	11,700	(7,300)
4112	Encroachment Permit	113,204	70,791	100,000	100,000	90,000	(10,000)
4114	Oversize Load Permits	4,448	9,502	5,000	5,000	8,000	3,000
4116	Other Licenses & Permits	2,260	4,486	3,750	3,750	4,300	550
4152	Land Use Permits	132,794	123,994	101,400	101,400	131,500	30,100
4154	Land Use Variances	-	-	1,000	1,000	-	(1,000)
4155	Fire Operational Permits	44,233	89,603	45,000	45,000	45,000	-
4156	EIQ - CEQA	55,617	35,858	36,300	36,300	44,500	8,200
4164	Home Occupation Permit	26,011	31,008	22,900	22,900	29,700	6,800
4165	Grazing Permit	1,232	618	1,000	1,000	800	(200)
	Subtotal Licenses and Permits	**4,557,915**	**3,413,726**	**3,919,650**	**3,919,650**	**4,310,300**	**390,650**
Taxes							
4000	Property Tax - Secured	13,445,416	14,574,138	14,947,500	14,947,500	15,570,000	622,500
4005	Property Tax - Unsecured	274,240	296,799	293,400	293,400	335,600	42,200
4010	Property Tax - Prior Unsecured	2,931	5,777	1,700	1,700	1,700	-
4011	Property Tax - RDA Residual Distribution	1,015,932	1,106,930	1,200,000	1,200,000	1,200,000	-
4020	Property Tax - Supplemental	572,997	742,379	435,400	435,400	550,000	114,600
4030	Sales Tax	21,366,903	19,607,292	20,487,500	20,067,500	19,405,300	(662,200)
4035	Sales Tax - Public Safety	658,054	675,926	669,800	669,800	618,900	(50,900)
4040	Transfer Tax	900,285	586,263	540,000	540,000	450,000	(90,000)
4045	Transient Occupancy Tax	959,236	1,024,294	1,320,000	1,320,000	1,000,000	(320,000)
4046	STR Transient Occupancy Tax	15,629	18,655	18,000	18,000	18,000	-
4050	Utility Franchise Tax	2,443,215	2,615,012	2,465,100	2,465,100	2,802,900	337,800
4055	Business License Tax	417,138	439,255	419,600	419,600	423,800	4,200
4515	Property Tax In Lieu MVLF	6,288,982	6,804,676	7,128,800	7,128,800	7,556,300	427,500
	Subtotal Taxes	**48,360,958**	**48,497,396**	**49,926,800**	**49,506,800**	**49,932,500**	**425,700**
Use of Money and Property							
4300	Interest Income	95,905	938,003	909,200	1,359,200	1,017,900	(341,300)
4310	GASB No. 31 FMV Adjustment	(1,144,398)	(482,854)	-	-	-	-
4315	Rental Income	1,184,201	1,258,951	1,586,400	1,586,400	1,575,900	(10,500)
4400	Sale of Assets	2,684	-	-	-	-	-
4405	Vending Machine	568	-	-	-	-	-
	Subtotal Use of Money and Property	**138,960**	**1,714,100**	**2,495,600**	**2,945,600**	**2,593,800**	**(351,800)**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND (FUND 100)							
Miscellaneous							
4320	Rebate Payment	$ 43,914	$ 26,199	$ 30,000	$ 30,000	$ 25,000	$ (5,000)
4430	Special Assessment Admin Fee	117,800	120,600	119,700	119,700	120,300	600
4435	Miscellaneous Revenues	386,617	121,483	33,500	33,500	32,600	(900)
4437	Mandated Payments Revenue	30,674	17,716	-	-	10,000	10,000
4438	Cap Fac Impact Admin Fee	36,750	18,403	11,000	11,000	11,000	-
4440	Sale of Taxable Items	1,131	273	500	500	600	100
4600	Donations	-	7,800	12,000	12,000	10,000	(2,000)
4901	Contributed Capital	-	4,130,600	-	-	-	-
	Subtotal Miscellaneous	**616,886**	**4,443,074**	**206,700**	**206,700**	**209,500**	**2,800**
Other Sources							
4800	Transfer In From General Fund	-	79,900	-	-	-	-
4810	Transfer In From Spec Revenue	3,176,793	10,133,143	3,366,800	3,366,800	3,639,400	272,600
4820	Transfer In From CIP	-	333,564	44,500	44,500	28,900	(15,600)
4850	Transfer In From Trust/Agency	2,427	2,512	2,600	2,600	2,700	100
4860	Transfer In Indirect Cost Allocation	1,436,490	1,786,489	2,077,100	2,077,100	2,160,800	83,700
4865	Transfer In Fac Maint Allocation	165,700	179,100	199,100	199,100	218,800	19,700
4895	Engineering Transfer In	79,800	165,600	53,600	53,600	61,900	8,300
	Subtotal Other Sources	**4,861,210**	**12,680,308**	**5,743,700**	**5,743,700**	**6,112,500**	**368,800**
	GENERAL FUND TOTAL	**$ 62,560,953**	**$ 74,168,235**	**$ 65,671,700**	**$ 65,701,700**	**$ 66,772,600**	**$ 1,070,900**
QUARRY PARK AMPHITHEATER EVENTS (FUND 111)							
4170	Admission Fees	12,006	159,953	203,600	203,600	50,000	(153,600)
4172	Sale of Advertising	-	55,000	75,000	75,000	-	(75,000)
4700	Program Fees	37,221	28,301	21,100	21,100	35,000	13,900
4514	Reimbursement Revenue	4,869	1,845	-	-	-	-
4315	Rental Income	2,250	2,800	5,000	5,000	-	(5,000)
	QUARRY PARK AMPHITHEATER EVENTS TOTAL	**56,346**	**247,899**	**304,700**	**304,700**	**85,000**	**(219,700)**
QUARRY PARK ADVENTURES RESERVE (FUND 115)							
4514	Reimbursement Revenue	150,000	-	-	-	-	-
	QUARRY PARK ADVENTURES RESERVE TOTAL	**150,000**	**-**	**-**	**-**	**-**	**-**
ECONOMIC DEVELOPMENT (FUND 122)							
4800	Transfer In From General Fund	-	449,000	-	-	-	-
	ECONOMIC DEVELOPMENT TOTAL	**-**	**449,000**	**-**	**-**	**-**	**-**
TECHNOLOGY FEE (FUND 130)							
4800	Transfer In From General Fund	-	181,000	-	-	-	-
4885	Transfer In -Tech Fee	483,049	325,240	443,400	443,400	510,800	67,400
	TECHNOLOGY FEE TOTAL	**483,049**	**506,240**	**443,400**	**443,400**	**510,800**	**67,400**
RETIREES HEALTH (FUND 151)							
4720	Retirees Health	2,213,000	2,289,933	2,365,000	2,365,000	1,931,000	(434,000)
4800	Transfer In From General Fund	-	224,500	-	-	-	-
4300	Interest Income	1,039	14,238	17,800	17,800	50,000	32,200
	RETIREES HEALTH TOTAL	**2,214,039**	**2,528,671**	**2,382,800**	**2,382,800**	**1,981,000**	**(401,800)**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
PARK INFRASTRUCTURE RESERVE (FUND 170)							
4800	Transfer In From General Fund	$ -	$ -	$ 424,100	$ 424,100	$ 240,000	$ (184,100)
	PARK INFRASTRUCTURE RESERVE TOTAL	**-**	**-**	**424,100**	**424,100**	**240,000**	**(184,100)**
BUILDING RESERVE (FUND 180)							
4800	Transfer In From General Fund	-	-	1,189,000	1,239,000	-	(1,239,000)
	BUILDING RESERVE TOTAL	**-**	**-**	**1,189,000**	**1,239,000**	**-**	**(1,239,000)**
GAS TAX (FUND 201)							
4542	Gas Tax Section 2103	521,966	619,694	710,100	710,100	633,100	(77,000)
4551	Gas Tax Section 2106	233,894	286,917	300,700	300,700	285,700	(15,000)
4552	Gas Tax Section 2107	422,910	601,212	564,800	564,800	604,900	40,100
4553	Gas Tax Section 2107.5	7,500	7,500	7,500	7,500	7,500	-
4555	Gas Tax Section 2105	358,589	440,842	470,300	470,300	442,600	(27,700)
4300	Interest Income	1,818	13,313	16,900	16,900	41,300	24,400
	GAS TAX TOTAL	**1,546,677**	**1,969,485**	**2,070,300**	**2,070,300**	**2,015,100**	**(55,200)**
SB 1 - ROAD MAINTENANCE & REHABILITATION (FUND 205)							
4561	Road Maintenance & Rehabiliation SB 1	1,536,090	1,599,340	1,771,500	1,771,500	1,706,800	(64,700)
4300	Interest Income	3,465	22,646	27,800	27,800	52,400	24,600
	SB 1 ROAD MAINT. & REHAB TOTAL	**1,539,555**	**1,621,986**	**1,799,300**	**1,799,300**	**1,759,200**	**(40,100)**
COSTCO SETTLEMENT (FUND 209)							
4435	Miscellaneous Revenues	-	3,755,224	-	-	-	-
	COSTCO SETTLEMENT TOTAL	**-**	**3,755,224**	**-**	**-**	**-**	**-**
SALES TAX SB 325 (FUND 210)							
4500	Federal Grants	-	1,532	-	-	-	-
4525	State Gas Tax	5,609,746	5,564,624	5,058,600	5,058,600	4,477,100	(581,500)
4435	Miscellaneous Revenues	625	-	-	-	-	-
4300	Interest Income	8,081	83,398	97,000	97,000	54,200	(42,800)
	SALES TAX SB 325 TOTAL	**5,618,452**	**5,649,554**	**5,155,600**	**5,155,600**	**4,531,300**	**(624,300)**
SB 325 TRANSIT FUND (FUND 211)							
4540	State Gas Tax Article 8(C)	157,360	21,863	323,300	323,300	582,500	259,200
4543	STA Revenue	555,395	666,719	650,300	650,300	644,800	(5,500)
	SB 325 TRANSIT FUND TOTAL	**712,755**	**688,582**	**973,600**	**973,600**	**1,227,300**	**253,700**
BICYCLE AND PEDESTRIAN (FUND 212)							
4510	County/Local Grants	-	70,000	100,000	100,000	-	(100,000)
	BICYCLE AND PEDESTRIAN TOTAL	**-**	**70,000**	**100,000**	**100,000**	**-**	**(100,000)**
RECREATION FACILITIES CONTRIBUTION (FUND 221)							
4186	Whitney Oaks Park Dev Fees	500	500	-	-	-	-
4300	Interest Income	6	38	-	-	100	100
	RECREATION FACILITIES CONTRIBUTION TOTAL	**506**	**538**	**-**	**-**	**100**	**100**
LIGHTING MAINTENANCE DISTRICT NO. 1 (FUND 230)							
4162	Street Lighting Assessment	251,440	252,348	252,400	252,400	251,800	(600)
	LIGHTING MAINTENANCE DISTRICT NO. 1 TOTAL	**251,440**	**252,348**	**252,400**	**252,400**	**251,800**	**(600)**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
COMMUNITY FACILITIES DISTRICT NO. 1 (FUND 231)							
4205	Int/Penalty Delinquent Assess	$ 6,661	$ 6,203	$ -	$ -	$ -	$ -
4425	Special Tax Revenue	2,085,355	2,262,604	2,284,300	2,284,300	2,410,200	125,900
COMMUNITY FACILITIES DISTRICT NO. 1 TOTAL		**2,092,016**	**2,268,807**	**2,284,300**	**2,284,300**	**2,410,200**	**125,900**
COMMUNITY FACILITIES DISTRICT NO. 5 (FUND 232)							
4205	Int/Penalty Delinquent Assess	13,008	17,005	-	-	-	-
4850	Transfer In From Trust/Agency	1,134	8,472	11,500	11,500	14,100	2,600
4425	Special Tax Revenue	6,002,943	6,720,291	6,997,700	6,997,700	7,311,200	313,500
4300	Interest Income	6,149	62,452	124,500	124,500	181,000	56,500
4415	Othr Income - Use of Money/Property	15,000	-	15,000	15,000	15,000	-
COMMUNITY FACILITIES DISTRICT NO. 5 TOTAL		**6,038,234**	**6,808,220**	**7,148,700**	**7,148,700**	**7,521,300**	**372,600**
CFD NO. 6 OPEN SPACE MAINTENANCE (FUND 233)							
4205	Int/Penalty Delinquent Assess	674	2,120	-	-	-	-
4425	Special Tax Revenue	337,515	352,489	351,800	351,800	380,400	28,600
4300	Interest Income	458	4,983	6,200	6,200	8,600	2,400
CFD NO. 6 OPEN SPACE MAINTENANCE TOTAL		**338,647**	**359,592**	**358,000**	**358,000**	**389,000**	**31,000**
LANDSCAPING & LIGHTING MAINT. DISTRICT NO. 2 (FUND 235)							
4162	Street Lighting Assessment	2,495,424	2,591,555	2,684,700	2,684,700	2,757,900	73,200
4300	Interest Income	3,058	23,272	32,900	32,900	32,000	(900)
LLMD NO. 2 TOTAL		**2,498,482**	**2,614,827**	**2,717,600**	**2,717,600**	**2,789,900**	**72,300**
PARK TAX SPECIAL ASSESSMENT (FUND 236)							
4166	Special District Assessment	637,420	653,165	653,200	653,200	659,000	5,800
PARK TAX SPECIAL ASSESSMENT TOTAL		**637,420**	**653,165**	**653,200**	**653,200**	**659,000**	**5,800**
STREETS SR/GRANTS FUND (FUND 240)							
4500	Federal Grants	470,962	3,758,008	1,750,500	2,361,630	450,000	(1,911,630)
4513	Special Revenue	1,037,616	544,227	3,375,000	4,316,390	-	(4,316,390)
4514	Reimbursement Revenue	193,615	558,843	345,000	345,000	3,100,000	2,755,000
STREETS SR/GRANTS FUND TOTAL		**1,702,193**	**4,861,078**	**5,470,500**	**7,023,020**	**3,550,000**	**(3,473,020)**
ASSET FORFEITURE - STATE (FUND 242)							
4230	Asset Forfeiture	146,969	93,799	100,000	100,000	-	(100,000)
4300	Interest Income	-	-	16,300	16,300	17,500	1,200
ASSET FORFEITURE - STATE TOTAL		**146,969**	**93,799**	**116,300**	**116,300**	**17,500**	**(98,800)**
ASSET FORFEITURE - FEDERAL (FUND 243)							
4230	Asset Forfeiture	-	7,312	-	-	-	-
4300	Interest Income	25	275	400	400	600	200
ASSET FORFEITURE - FEDERAL TOTAL		**25**	**7,587**	**400**	**400**	**600**	**200**
TRAFFIC SAFETY/POLICE GRANTS (FUND 244)							
4500	Federal Grants	154,557	131,893	15,000	128,270	5,000	(123,270)
4505	State Grants	266,199	185,011	127,300	504,840	124,000	(380,840)
4510	County/Local Grants	-	9,730	-	-	1,700	1,700
4800	Transfer In From General Fund	3,143	11,442	44,400	44,400	-	(44,400)
TRAFFIC SAFETY/POLICE GRANTS TOTAL		**423,899**	**338,076**	**186,700**	**677,510**	**130,700**	**(546,810)**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
CASP CERTIFICATION & TRAINING (FUND 248)							
4101	BL CASp Fee -SB 1186	$ 16,043	$ 16,850	$ -	$ -	$ -	$ -
	CASP TOTAL	**16,043**	**16,850**	**-**	**-**	**-**	**-**
CDBG HOUSING REHABILITATION (FUND 251)							
4300	Interest Income	259	1,063	-	-	-	-
	CDBG HOUSING REHABILITATION TOTAL	**259**	**1,063**	**-**	**-**	**-**	**-**
							-
CDBG - HUD ENTITLEMENT (FUND 257)							
4500	Federal Grants	296,982	281,972	300,100	302,570	302,750	180
	CDBG - HUD ENTITLEMENT TOTAL	**296,982**	**281,972**	**300,100**	**302,570**	**302,750**	**180**
CDBG - COVID-19 CARES ACT (FUND 258)							
4500	Federal Grants	57,477	338,611	-	67,210	-	(67,210)
	CDBG - COVID-19 CARES ACT TOTAL	**57,477**	**338,611**	**-**	**67,210**	**-**	**(67,210)**
AMERICAN RESCUE PLAN ACT (FUND 266)							
4500	Federal Grants	200,295	6,838,730	500,000	-	-	-
	AMERICAN RESCUE PLAN ACT TOTAL	**200,295**	**6,838,730**	**500,000**	**-**	**-**	**-**
LOW & MODERATE INCOME HOUSING ASSET (FUND 270)							
4225	Other Fines/Forfeiture/Penalties	14,974	-	-	-	-	-
4300	Interest Income	228,529	1,606,868	190,200	190,200	270,300	80,100
	LOW & MOD INCOME HOUSING TOTAL	**243,503**	**1,606,868**	**190,200**	**190,200**	**270,300**	**80,100**
GRANTS/OTHER REIMBURSABLES (FUND 275)							
4500	Federal Grants	-	50,247	-	-	-	-
4505	State Grants	-	9,926	60,300	60,300	201,200	140,900
4514	Reimbursement Revenue	-	-	-	82,400	50,000	(32,400)
	GRANTS/OTHER REIMBURSABLES TOTAL	**-**	**60,173**	**60,300**	**142,700**	**251,200**	**108,500**
PARK DEVELOPMENT FEES (FUND 300)							
4174	Park Development Fees	110,103	337,314	801,900	801,900	297,800	(504,100)
4300	Interest Income	2,021	14,107	33,900	33,900	-	(33,900)
	PARK DEVELOPMENT FEES TOTAL	**112,124**	**351,421**	**835,800**	**835,800**	**297,800**	**(538,000)**
COMMUNITY PARK FEES (FUND 301)							
4174	Park Development Fees	112,646	120,821	677,900	677,900	466,900	(211,000)
4300	Interest Income	-	-	3,100	3,100	-	(3,100)
	COMMUNITY PARK FEES TOTAL	**112,646**	**120,821**	**681,000**	**681,000**	**466,900**	**(214,100)**
TRAFFIC CIRCULATION IMPACT FEE (FUND 302)							
4514	Reimbursement Revenue	502,511	502,511	502,500	502,500	502,500	-
4176	Traffic Impact Fees	2,014,806	675,895	1,215,000	1,215,000	1,215,000	-
4300	Interest Income	67,242	301,608	443,400	443,400	521,000	77,600
	TRAFFIC CIRCULATION IMPACT FEE TOTAL	**2,584,559**	**1,480,014**	**2,160,900**	**2,160,900**	**2,238,500**	**77,600**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
CAPITAL CONSTRUCTION FEES (FUND 304)							
4178	Capital Construction Fees	$ 1,752,919	$ 883,895	$ 703,200	$ 703,200	$ 623,000	$ (80,200)
4810	Transfer In From Spec Revenue	-	-	500,000	-	-	-
4300	Interest Income	12,332	107,605	142,600	142,600	-	(142,600)
	CAPITAL CONSTRUCTION FEES TOTAL	**1,765,251**	**991,500**	**1,345,800**	**845,800**	**623,000**	**(222,800)**
OAK TREE MITIGATION FEES (FUND 305)							
4184	Oak Tree Mitigation Fees	63,666	48,097	44,000	44,000	40,000	(4,000)
4300	Interest Income	1,643	5,892	-	-	-	-
	OAK TREE MITIGATION FEES TOTAL	**65,309**	**53,989**	**44,000**	**44,000**	**40,000**	**(4,000)**
WHITNEY RANCH TRUNK SEWER PROJECT (FUND 306)							
4195	Whitney Rnch Trunk Sew Prj Fee	113,753	18,760	33,800	33,800	28,900	(4,900)
4800	Transfer In From General Fund	-	1,098,000	-	-	-	-
4300	Interest Income	1,396	-	10,700	10,700	-	(10,700)
	WHITNEY RANCH TRUNK SEWER PROJECT TOTAL	**115,149**	**1,116,760**	**44,500**	**44,500**	**28,900**	**(15,600)**
NORTH WEST ROCKLIN COMMUNITY PARK FEES (FUND 307)							
4196	Whitney Ranch- NWR Park Fee	44,178	10,290	419,400	419,400	71,100	(348,300)
4300	Interest Income	2,307	17,865	7,100	7,100	-	(7,100)
	NW ROCKLIN COMMUNITY PARK FEES TOTAL	**46,485**	**28,155**	**426,500**	**426,500**	**71,100**	**(355,400)**
PUBLIC FACILITIES IMPACT FEES (FUND 308)							
4190	Public Facilities Impact Fee	349,530	54,640	23,400	23,400	80,100	56,700
4300	Interest Income	2,078	18,760	37,600	37,600	-	(37,600)
	PUBLIC FACILITIES IMPACT FEES TOTAL	**351,608**	**73,400**	**61,000**	**61,000**	**80,100**	**19,100**
COMMUNITY FACILITIES DISTRICT NO. 10 (FUND 318)							
4999	Proceeds From Bond Issue	13,000,000	-	-	-	-	-
4850	Transfer In From Trust/Agency	-	8,238	-	-	-	-
4300	Interest Income	-	87,969	-	-	-	-
	COMMUNITY FACILITIES DISTRICT NO. 10 TOTAL	**13,000,000**	**96,207**	**-**	**-**	**-**	**-**
TRAILS IMPACT FEES (FUND 321)							
4174	Park Development Fees	-	853	52,900	52,900	25,000	(27,900)
4300	Interest Income	-	1	700	700	1,200	500
	TRAILS IMPACT FEES TOTAL	**-**	**854**	**53,600**	**53,600**	**26,200**	**(27,400)**
WHITNEY RANCH INTERCHANGE FEES (FUND 325)							
4198	Whitney Ranch Interchange	212,372	43,540	74,900	74,900	53,300	(21,600)
4300	Interest Income	3,229	27,415	41,300	41,300	37,600	(3,700)
	WHITNEY RANCH INTERCHANGE FEES TOTAL	**215,601**	**70,955**	**116,200**	**116,200**	**90,900**	**(25,300)**
COMMUNITY RECREATION CENTER FACILITY IMPACT FEES (FUND 328)							
4190	Public Facilities Impact Fee	-	3,700	54,700	54,700	34,300	(20,400)
4300	Interest Income	-	3	700	700	2,600	1,900
	COMM REC CENTER FACILITY IMPACT FEES TOTAL	**-**	**3,703**	**55,400**	**55,400**	**36,900**	**(18,500)**
CAPITAL CONSTRUCTION - DEBT SERVICE (FUND 400)							
4820	Transfer In From CIP	530,918	531,840	532,800	532,800	532,400	(400)
4300	Interest Income	8	419	-	-	-	-
	CAPITAL CONSTRUCTION - DEBT SERVICE TOTAL	**530,926**	**532,259**	**532,800**	**532,800**	**532,400**	**(400)**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
VEHICLE FLEET MANAGEMENT (FUND 500)							
4500	Federal Grants	$ -	$ 2,804	$ -	$ -	$ -	$ -
4514	Reimbursement Revenue	128,166	-	-	-	-	-
4435	Miscellaneous Revenues	26,598	11,047	-	-	-	-
4900	Fleet Internal Service Revenue	2,381,526	2,732,704	3,363,400	3,363,400	3,468,200	104,800
4901	Contributed Capital	1,770,472	402,595	-	-	-	-
4800	Transfer In From General Fund	-	898,000	-	54,500	-	(54,500)
4300	Interest Income	10,135	89,632	118,800	118,800	172,300	53,500
	VEHICLE FLEET MANAGEMENT TOTAL	**4,316,897**	**4,136,782**	**3,482,200**	**3,536,700**	**3,640,500**	**103,800**
RISK MANAGEMENT (FUND 525)							
4188	Insurance Claim Revenue	7,165	8,853	-	-	-	-
4735	Cobra Revenue	274	1,398	-	-	-	-
4710	Dental Benefits Revenue	346,331	359,697	325,800	325,800	407,700	81,900
4715	Vision Benefits Revenue	44,855	45,409	29,300	29,300	54,700	25,400
4718	Workers Compensation Insurance	2,001,331	1,508,092	1,821,800	1,821,800	2,208,500	386,700
4719	General Liability Insurance	1,093,704	1,255,521	1,859,100	1,859,100	2,193,800	334,700
4721	Unemployment Insurance Allocations	-	-	40,000	40,000	40,000	-
4300	Interest Income	5,991	46,384	99,600	99,600	123,700	24,100
	RISK MANAGEMENT TOTAL	**3,499,651**	**3,225,354**	**4,175,600**	**4,175,600**	**5,028,400**	**852,800**
BOROSKI LANDFILL MONITORING (FUND 727)							
4800	Transfer In From General Fund	62,578	22,213	28,100	28,100	28,100	-
	BOROSKI LANDFILL MONITORING TOTAL	**62,578**	**22,213**	**28,100**	**28,100**	**28,100**	**-**
WETLANDS MAINTENANCE PARCEL 34 (FUND 728)							
4300	Interest Income	1,465	2,022	2,600	2,600	-	(2,600)
4310	GASB No. 31 FMV Adjustment	(10,450)	(1,409)	-	-	-	-
	WETLANDS MAINTENANCE PARCEL 34 TOTAL	**(8,985)**	**613**	**2,600**	**2,600**	**-**	**(2,600)**
CONS. EASEMENT ENDOWMENT (FUND 729)							
4300	Interest Income	1,134	8,472	11,500	11,500	14,100	2,600
	CONS. EASEMENT ENDOWMENT TOTAL	**1,134**	**8,472**	**11,500**	**11,500**	**14,100**	**2,600**
SUPPLEMENTAL LAW ENFORCEMENT SERVICES AB 3229 (FUND 736)							
4505	State Grants	173,673	181,147	189,300	189,300	190,000	700
	AB 3229 TOTAL	**173,673**	**181,147**	**189,300**	**189,300**	**190,000**	**700**
AMERICAN RESCUE PLAN ACT (FUND 166)							
4800	Transfer In From General Fund	-	6,838,730	-	-	-	-
	AMERICAN RESCUE PLAN ACT TOTAL	**-**	**6,838,730**	**-**	**-**	**-**	**-**
OPIOID SETTLEMENT (FUND 247)							
4300	Interest Income	-	1,339	-	-	-	-
	OPIOID SETTLEMENT TOTAL	**-**	**1,339**	**-**	**-**	**-**	**-**
	GRAND TOTAL	**$116,770,819**	**$138,391,870**	**$115,000,000**	**$116,329,910**	**$111,100,450**	**$ (5,229,460)**

Schedule 5

Staffing (in Full-Time Equivalent) by Department

DEPARTMENT/OFFICE	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
City Council	5.00	5.00	5.00	5.00	5.00	-
City Manager	4.47	4.47	5.50	5.50	5.50	-
City Attorney	3.00	3.00	3.00	3.00	3.00	-
City Clerk	2.00	2.00	2.00	2.00	2.00	-
Administrative Services	17.00	16.00	27.00	27.50	27.50	-
Community Development	25.00	25.00	28.00	28.00	28.00	-
Fire	43.50	43.50	44.50	44.50	44.50	-
Information Technology	8.00	10.00	-	-	-	-
Parks and Recreation	20.82	21.94	22.50	22.50	23.50	1.00
Police	90.44	92.44	94.50	94.50	94.50	-
Public Works	39.00	40.00	38.00	38.00	39.00	1.00
TOTAL	**258.23**	**263.35**	**270.00**	**270.50**	**272.50**	**2.00**

Schedule 6

Capital Projects by Fund

FUND/PROJECT (PROJECT NO)	Approved FY2024/25	Projection FY2025/26	Projection FY2026/27	Projection FY2027/28	Projection FY2028/29	Total
General Fund (Fund 100)						
Park Amenity Replacement Program (10605)	$ 170,000	$ -	$ 240,000	$ 255,000	$ -	$ 665,000
Sunset Whitney Recreation Area Improvements (21005)	250,000	-	-	-	-	250,000
Subtotal General Fund	**420,000**	**-**	**240,000**	**255,000**	**-**	**915,000**
SB 1 Road Maintenance & Rehabilitation (Fund 205)						
Pavement Management Program (50007)	1,350,000	1,000,000	1,000,000	1,000,000	1,000,000	5,350,000
Subtotal General Fund	**1,350,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**5,350,000**
SB 325 - Sales Tax (Fund 210)						
ADA Transition Program - Non HUD Areas (45295)	450,000	300,000	300,000	300,000	300,000	1,650,000
At-Grade Railroad Roadway/Pedestrian Imprv. (50159)	250,000	-	-	356,000	-	606,000
Bridge Preventative Maintenance Program (50016)	75,000	75,000	75,000	75,000	75,000	375,000
China Garden Drainage Improvements (50008)	100,000	-	-	-	-	100,000
Local Roadway Safety Plan Implementation Program (50017)	150,000	150,000	150,000	150,000	150,000	750,000
Oak & Pine Apartments - Offsite Improvemnts (50021)	150,000	-	1,700,000	-	-	1,850,000
Pavement Management Program (50007)	805,000	805,000	805,000	805,000	805,000	4,025,000
Placer County Water Agency Roadway Improv. (50174)	-	150,000	200,000	200,000	200,000	750,000
Sierra College Boulevard @ I-80 Resurfacing (50087)	200,000	-	-	-	-	200,000
Stormwater Pipe Replacement Program (50139)	632,500	632,500	632,500	632,500	632,500	3,162,500
Uncontrolled Crosswalk Enhancements (50158)	615,000	325,000	325,000	-	-	1,265,000
Subtotal SB 325 - Sales Tax	**3,427,500**	**2,437,500**	**4,187,500**	**2,518,500**	**2,162,500**	**14,733,500**
Community Facilities District No. 5 (Fund 232)						
Park Amenity Replacement Program (10605)	-	225,000	-	-	270,000	495,000
Subtotal Community Facilities District #5	**-**	**225,000**	**-**	**-**	**270,000**	**495,000**
Streets Grants (Fund 240)						
At-Grade Railroad Roadway/Pedestrian Imprv. (50159)	450,000	-	-	3,101,900	-	3,551,900
Rocklin Road/Sierra College Corridor Multimodal (50162)	-	981,800	5,917,000	-	-	6,898,800
Whitney Ranch Parkway Widening (50081)	3,100,000	-	-	-	-	3,100,000
Subtotal Streets Grants	**3,550,000**	**981,800**	**5,917,000**	**3,101,900**	**-**	**13,550,700**
CDBG - HUD Entitlement (Fund 257)						
ADA Transition Program - HUD Specific Areas (Multi)	200,000	200,000	200,000	200,000	200,000	1,000,000
Subtotal CDBG - HUD Entitlement	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**1,000,000**
Traffic Circulation Impact Fees (Fund 302)						
Monument Springs Drive Roadway/Bridge Impr. (50173)	-	-	10,000,000	-	-	10,000,000
Rocklin Road/Sierra College Corridor Multimodal (50162)	-	-	6,000,000	-	-	6,000,000
Sunset Boulevard Widening (50094)	200,000	-	-	-	-	200,000
Subtotal Traffic Circulation Impact Fees	**200,000**	**-**	**16,000,000**	**-**	**-**	**16,200,000**
Whitney Ranch Interchange Impact Fees (Fund 325)						
Whitney Ranch Parkway Widening (50081)	700,000	-	-	-	-	700,000
Subtotal NW Rocklin Community Park Fee	**700,000**	**-**	**-**	**-**	**-**	**700,000**
TOTAL	**$ 9,847,500**	**$ 4,844,300**	**$ 27,544,500**	**$ 7,075,400**	**$ 3,632,500**	**$ 52,944,200**

Schedule 7A

Fleet Replacement by Unit and Fund

	Department	General Fund (100)	Gas Tax (201)	CFD No. 5 (232)	CFD No. 6 (233)	Fleet Fund (500)	Total
FLEET EQUIPMENT							
Building Inspector SUV (3201)	Community Development	$ 24,300	$ -	$ -	$ -	$ 7,200	$ 31,500
Building Inspector SUV (3202)	Community Development	24,300	-	-	-	7,200	31,500
Community Services Officer Pickup (5211)	Police	31,400	-	-	-	13,600	45,000
Police Marked Patrol Unit (5239)	Police	73,100	-	-	-	26,900	100,000
Police Marked Patrol Unit (5240)	Police	73,100	-	-	-	26,900	100,000
Police Marked Patrol Unit (5241)	Police	74,300	-	-	-	25,700	100,000
Police Marked Patrol Unit (5243)	Police	76,400	-	-	-	23,600	100,000
Police Marked Patrol Unit (5245)	Police	76,500	-	-	-	23,500	100,000
Police Unmarked SUV (5264)	Police	61,000	-	-	-	24,000	85,000
Police Volunteer Vehicle (5105)	Police	12,900	-	-	-	27,100	40,000
Building Trades Worker Utility Truck (7401)	Public Works	36,300	-	-	-	18,700	55,000
Streets Worker Pickup (4407)	Public Works		27,000	3,400	3,400	16,200	50,000
	TOTAL	**$ 563,600**	**$ 27,000**	**$ 3,400**	**$ 3,400**	**$ 240,600**	**$ 838,000**

Schedule 7B

Equipment by Funding Source

	Approved FY2024/25	Projection FY2025/26	Projection FY2026/27	Projection FY2027/28	Projection FY2028/29	Total
FUND/EQUIPMENT						
General Fund (Fund 100)						
LUCAS Mechanical Compression Unit	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ -	$ 80,000
Stryker Lifepak 15 Heart Monitor	44,500	45,000	46,000	46,500	47,000	229,000
Subtotal General Fund	**64,500**	**65,000**	**66,000**	**66,500**	**47,000**	**309,000**
Total Equipment	**$ 64,500**	**$ 65,000**	**$ 66,000**	**$ 66,500**	**$ 47,000**	**$ 309,000**

Schedule 8

General Fund Reserve

	Commitments Through FY2023/24	Budget FY2024/25	Ending Balance
COMMITTED RESERVE			
Assigned Reserve			
Department Organizational Assessment	$ 75,000	$ -	$ 75,000
Document Digitization	80,000	-	80,000
Enterprise Asset Management System	1,000,000	-	1,000,000
Fleet Zero Emission Study	100,000	-	100,000
Future Fire Station	2,121,500	-	2,121,500
Quarry District Property Acquisition	1,496,250	-	1,496,250
SWRA Building Demolition and Improvements	250,000	(250,000)	-
Total Assigned Reserve	**5,122,750**	**(250,000)**	**4,872,750**
Operating Reserve (25% of Operations)	15,726,400	506,000	16,232,400
TOTAL	**$ 20,849,150**	**$ 256,000**	**$ 21,105,150**

Schedule 9A
GANN Appropriations Limit
City-wide

Article XIIIB of the California Constitution restricts California governmental agencies to the amount of annual appropriations from proceeds of taxes. This initiative is commonly known as the GANN Spending Limitations Initiative. 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. Only those revenues that are considered proceeds of taxes are subject to the limit. These calculations are based on the California Department of Finance estimate of the percentage change in per capita cost of living and the percentage change in population. The City is in compliance with Article XIIIB for each of the fiscal years as shown below.

Appropriations Year	Price Factor		Population Factor		Calculation Factor	Prior Year Limit	Current Year Limit
2018/19	1.0367		1.0345		1.0725	42,374,155	45,446,281
2019/20	1.0385		1.0314		1.0711	45,446,281	48,677,512
2020/21	1.0373		1.0130		1.0508	48,677,512	51,150,329
2021/22	1.0573		1.0279		1.0868	51,150,329	55,590,178
2022/23	1.0755		1.0047		1.0806	55,590,178	60,070,746
2023/24	1.0444	a	1.0021	b	1.0466	60,070,746	62,870,043
2024/25	1.0362	a	1.0067	b	1.0432	62,870,043	65,586,029

The calculations for FYs 2023/24 and 2024/25 are derived from the State Department of Finance (DOF) estimate of the percent change in per capita cost of living (a – Price Factor) and the percentage change in population (b – Population Factor) of local governments as outlined in the California Revenue and Taxation Code, Section 2227.

Appropriation Limit Supporting Calculations

Description	City	County
2024/25 Population Factor:		
Base percent	100.00	100.00
Increase (decrease) percent	0.26	0.67
Total percent	**100.26**	**100.67**
Population Factor (divided by 100)	**1.0026**	**1.0067**

Schedule 9B
GANN Appropriations Limit
Special Districts

Appropriations Year	Price Factor	Population Ratio	Calculation Factor	CFD No. 1 Current Year Limit	CFD No. 5 Current Year Limit	CFD No. 6 Current Year Limit
2018/19	1.0367	1.0345	1.0725	7,971,751	48,324,068	5,975,196
2019/20	1.0385	1.0314	1.0711	8,538,542	51,759,909	6,400,032
2020/21	1.0373	1.0130	1.0508	8,972,300	54,389,313	6,725,154
2021/22	1.0573	1.0279	1.0868	9,751,096	59,110,305	7,308,898
2022/23	1.0755	1.0047	1.0806	10,537,034	63,874,596	7,897,995
2023/24	1.0444 a	1.0021 b	1.0466	11,028,060	66,851,152	8,266,041
2024/25	1.0362 a	1.0067 b	1.0432	11,504,472	69,739,121	8,623,134

The calculations for FYs 2023/24 and 2024/25 are derived from the State Department of Finance (DOF) estimate of the percent change in per capita cost of living (a – Price Factor) and the percentage change in population (b – Population Factor) of local governments as outlined in the California Revenue and Taxation Code, Section 2227.

Appropriation Limit Supporting Calculations

Description	City	County
2024/25 Population Factor:		
Base percent	100.00	100.00
Increase (decrease) percent	0.26	0.67
Total percent	**100.26**	**100.67**
Population Factor (divided by 100)	**1.0026**	**1.0067**

DEPARTMENTS

City Council

The City Council is the governing body of the Rocklin Municipal Government. The City Council adopts ordinances and resolutions, appoints the City Manager, City Attorney, City Clerk, and City Treasurer, and reviews and approves the major policies, programs, and the annual budget. The City Council consists of five members elected at-large alternately at the general election. The Mayor and Vice Mayor are appointed by the City Council each November for a one-year term. The City Council also serves as the governing board for the Rocklin Public Financing Authority and the Successor Agency.

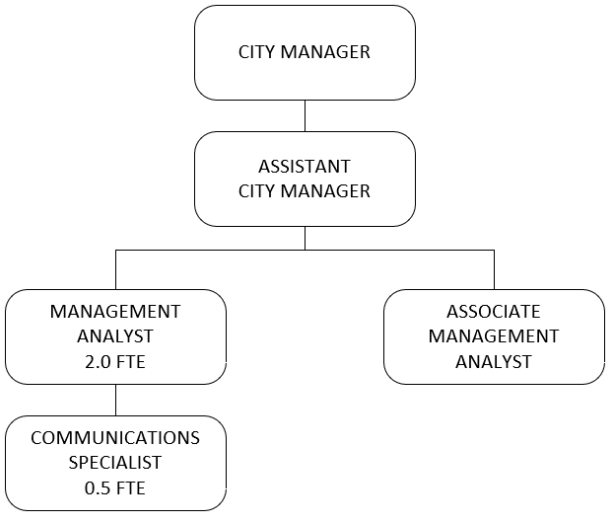
SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- Professional services have been included to support the expenses for the City Council's Two-year Strategic Planning session.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Mayor	1.00	1.00	1.00	1.00	1.00	-
Vice Mayor	1.00	1.00	1.00	1.00	1.00	-
Council Member	3.00	3.00	3.00	3.00	3.00	-
TOTAL	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**	**-**
FUNDING SOURCES						
General Fund	$ 89,290	$ 67,045	$ 99,400	$ 99,400	$ 120,500	$ 21,100
TOTAL	**89,290**	**67,045**	**99,400**	**99,400**	**120,500**	**21,100**
Department Revenues	-	-	-	-	-	-
Net Resources/(Uses)	**$ (89,290)**	**$ (67,045)**	**$ (99,400)**	**$ (99,400)**	**$ (120,500)**	**$ (21,100)**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	44,124	43,877	44,000	44,000	50,300	6,300
Subtotal Staffing	**44,124**	**43,877**	**44,000**	**44,000**	**50,300**	**6,300**
Contracted Services						
Professional Services	-	-	-	-	10,400	10,400
Subtotal Professional Services	**-**	**-**	**-**	**-**	**10,400**	**10,400**
Operating Expenses						
Licenses and Memberships	22,012	4,674	23,000	23,300	23,300	-
Supplies	2,776	1,010	1,000	700	1,100	400
Travel/Training/Meals	20,378	17,484	31,400	31,400	35,400	4,000
Subtotal Operating Expenses	**45,166**	**23,168**	**55,400**	**55,400**	**59,800**	**4,400**
Capital Outlay	-	-	-	-	-	-
TOTAL	**$ 89,290**	**$ 67,045**	**$ 99,400**	**$ 99,400**	**$ 120,500**	**$ 21,100**

City Manager

The City Manager is appointed by the City Council and is responsible for implementing and carrying out the policies of the City Council. As the chief executive officer of the City, the City Manager supervises operations, directs departments and services, and enforces the laws and policies as adopted by the City Council. The office of the City Manager is the primary contact for providing current information to the public, the media, and City employees.



The City Manager's Office coordinates: Administration; Economic Development; Legislative Advocacy; Housing; and Public Affairs.

ECONOMIC DEVELOPMENT DIVISION

The Economic Development Division is responsible for implementing, coordinating and monitoring policies and programs to improve the City's business climate. This division works to keep Rocklin prosperous by acting on two overarching approaches to economic vitalization – 1) strengthening what the City already has, and 2) pursuing what the City needs to achieve a strong, diversified local economy.

HOUSING DIVISION

The Housing Division coordinates initiatives to address homelessness, administers the City's affordable housing programs, and oversees annual funding received from the U.S. Department of Housing and Urban Development in the form of Community Development Block Grants (CDBG). The Housing Division also administers the Vicara affordable housing purchase program.

ACCOMPLISHMENTS

- Released $800,000 in American Rescue Plan Act (ARPA) funding for a business retention grant program and the second cohort of Build Up Rocklin in partnership with the Growth Factory.
- Created an Economic Development newsletter to directly connect with the Rocklin business community and promote Economic Development-centered programming.

- Conducted a professional communications assessment and provided training to key communications staff City-wide for the purpose of increasing public messaging.
- Launched the Rocklin Arts Commission planning and engagement Community Survey to understand how best to meet the needs of the Rocklin community.
- Established the City's Affordable Housing Incentive Program.
- Entered into a Purchase and Sale Agreement for the Big Gun Property.
- Established a small business outreach program with the Community Development Department to assist business owners with planning, permitting, and inspections of new and tenant improvement projects.
- Hired an architectural/engineering consultant to design Rocklin's fourth fire station.
- Received a state budget appropriation of $500,000 to help build the SWRA-JSP connector bridge.

GOALS AND OBJECTIVES

- Strengthen interagency relationships with FEMA, Caltrans, CalOES, Army Corps, CDFW, etc. *(SAFE)*
- Complete architectural and construction plans for the fourth fire station. *(SAFE)*
- Continue working with regional partners and establish local strategies to address homelessness in the City. *(SAFE)*
- Explore opportunities to improve utility services to Rocklin residents and business owners, and communicate those processes with the community. *(LIVABLE)*
- Create and promote events and activities that will attract outside visitors and overnight stays. *(LIVABLE, VIBRANT)*
- Complete the Oak & Pine affordable housing project and support efforts to increase the availability of affordable housing. *(LIVABLE)*
- Prepare a comprehensive update of the City's Zoning Ordinance and Map in coordination with the Community Development Department. *(LIVABLE, VIBRANT)*
- Continue implementing the Economic Development Strategy by identifying and leveraging the strengths of the City of Rocklin and its public and private partners in order to foster a thriving business environment that is conducive to business growth, attraction, and creation. *(VIBRANT)*
- Nurture efforts to establish the Quarry District as a regional downtown destination. *(VIBRANT)*
- Support the newly created Arts Commission's efforts to encourage programs in the arts and to promote the cultural enrichments of the community. *(VIBRANT)*
- Expend all remaining ARPA funding and propose Revenue Loss programming to City Council. *(SUSTAINABLE)*
- Complete a five-year Consolidated Plan for the Community Development Block Grant (CDBG) program and funding as required by the U.S. Department of Housing and Urban Development (HUD). *(SUSTAINABLE)*
- Complete the sale of the Successor Agency Owned Big Gun Property. *(VIBRANT)*

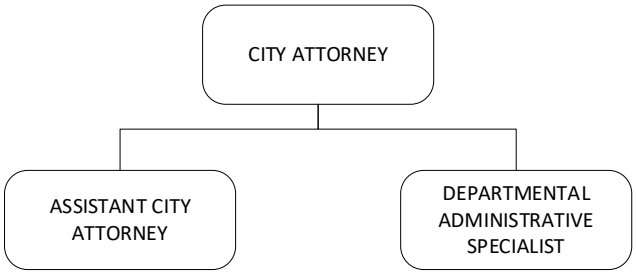
SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- None.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Assistant City Manager	1.00	1.00	1.00	1.00	1.00	-
Associate Management Analyst	1.00	1.00	1.00	1.00	1.00	-
City Manager	1.00	1.00	1.00	1.00	1.00	-
Communications Specialist	-	-	-	0.50	0.50	-
Management Analyst	1.00	1.00	2.00	2.00	2.00	-
Website Technician	0.47	0.47	0.50	-	-	-
TOTAL	**4.47**	**4.47**	**5.50**	**5.50**	**5.50**	**-**
FUNDING SOURCES						
General Fund	$ 1,071,578	$ 1,094,508	$ 1,561,900	$ 2,810,058	$ 1,515,550	$ (1,294,508)
American Rescue Plan Act	100,000	2,881,123	-	418,000	-	(418,000)
CDBG - Covid-19 Cares Act	-	-	-	67,214	-	(67,214)
CDBG - HUD Entitlement	-	-	45,000	45,000	92,750	47,750
Economic Development	70,015	70,902	95,000	95,000	102,500	7,500
Grants/Other Reimbursables	-	-	-	-	4,000	4,000
Low & Moderate Income Housing Asset	23,161	-	2,930,000	2,944,341	5,107,500	2,163,159
Sales Tax SB 325	75,000	18,750	18,800	18,800	75,000	56,200
TOTAL	**1,339,754**	**4,065,283**	**4,650,700**	**6,398,413**	**6,897,300**	**498,887**
Department Revenues	250,000	3,722,134	170,000	237,210	263,250	26,040
Net Resources/(Uses)	**$ (1,089,754)**	**$ (343,149)**	**$ (4,480,700)**	**$ (6,161,203)**	**$ (6,634,050)**	**$ (472,847)**
DIVISION BUDGET SUMMARY						
City Manager	1,339,754	4,065,283	4,053,700	5,693,858	6,368,950	675,092
Housing	-	-	597,000	704,555	528,350	(176,205)
TOTAL	**$ 1,339,754**	**$ 4,065,283**	**$ 4,650,700**	**$ 6,398,413**	**$ 6,897,300**	**$ 498,887**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	984,410	966,603	1,209,400	1,209,400	1,273,600	64,200
Subtotal Staffing	**984,410**	**966,603**	**1,209,400**	**1,209,400**	**1,273,600**	**64,200**
Contracted Services						
Professional Services	172,659	483,461	3,148,800	3,627,013	5,292,750	1,665,737
Subtotal Professional Services	**172,659**	**483,461**	**3,148,800**	**3,627,013**	**5,292,750**	**1,665,737**
Operating Expenses						
Advertising	14,038	6,000	19,600	26,600	20,000	(6,600)
Communications	-	-	500	500	500	-
Licenses and Memberships	54,741	73,017	76,000	76,000	79,500	3,500
Non-Capital Equipment	512	-	-	-	-	-
Other Operating Expenses	8,475	5,248	52,500	43,800	40,500	(3,300)
Small Business Support Grant	100,000	2,522,482	-	40,000	-	(40,000)
Supplies	518	647	2,900	3,100	7,950	4,850
Travel/Training/Meals	4,401	7,825	16,000	18,500	16,000	(2,500)
Subtotal Operating Expenses	**182,685**	**2,615,219**	**167,500**	**208,500**	**164,450**	**(44,050)**
Other Uses						
Transfer to General Fund	-	-	125,000	125,000	166,500	41,500
Subtotal Other Uses	**-**	**-**	**125,000**	**125,000**	**166,500**	**41,500**
Capital Outlay	**-**	**-**	**-**	**1,228,500**	**-**	**(1,228,500)**
TOTAL	**$ 1,339,754**	**$ 4,065,283**	**$ 4,650,700**	**$ 6,398,413**	**$ 6,897,300**	**$ 498,887**

City Attorney

The City Attorney's Office advises City officials in all legal matters, frames ordinances and resolutions required by the City Council, and performs other legal services required by the City Council.



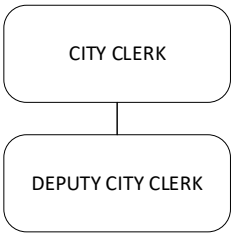
SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- None.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Assistant City Attorney	1.00	1.00	1.00	1.00	1.00	-
City Attorney	1.00	1.00	1.00	1.00	1.00	-
Departmental Administrative Specialist	1.00	1.00	1.00	1.00	1.00	-
TOTAL	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**	**-**
FUNDING SOURCES						
General Fund	$ 878,161	$ 1,817,278	$ 1,142,400	$ 1,429,617	$ 1,157,800	$ (271,817)
TOTAL	**878,161**	**1,817,278**	**1,142,400**	**1,429,617**	**1,157,800**	**(271,817)**
Department Revenues	62,580	30,714	28,100	28,100	28,100	-
Net Resources/(Uses)	**$ (815,581)**	**$ (1,786,564)**	**$ (1,114,300)**	**$ (1,401,517)**	**$ (1,129,700)**	**$ 271,817**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	579,848	642,073	675,300	675,300	734,300	59,000
Subtotal Staffing	**579,848**	**642,073**	**675,300**	**675,300**	**734,300**	**59,000**
Contracted Services						
Professional Services	223,936	1,112,802	400,000	687,217	376,400	(310,817)
Subtotal Professional Services	**223,936**	**1,112,802**	**400,000**	**687,217**	**376,400**	**(310,817)**
Operating Expenses						
Licenses and Memberships	6,390	35,736	28,000	28,000	8,000	(20,000)
Non-Capital Equipment	117	-	700	700	700	-
Supplies	3,470	2,694	5,300	5,300	5,300	-
Travel/Training/Meals	1,822	1,760	5,000	5,000	5,000	-
Subtotal Operating Expenses	**11,799**	**40,190**	**39,000**	**39,000**	**19,000**	**(20,000)**
Other Uses						
Transfer to General Fund	62,578	22,213	28,100	28,100	28,100	-
Subtotal Other Uses	**62,578**	**22,213**	**28,100**	**28,100**	**28,100**	**-**
TOTAL	**$ 878,161**	**$ 1,817,278**	**$ 1,142,400**	**$ 1,429,617**	**$ 1,157,800**	**$ (271,817)**

City Clerk

The City Clerk is the local official who administers democratic processes such as elections, access to City records, and all legislative actions, ensuring transparency to the public. The City Clerk acts as a compliance officer for federal, state, and local statutes, including the Political Reform Act, the Brown Act, and the Public Records Act. The City Clerk manages public inquiries and relationships, and arranges ceremonial and official functions.



ACCOMPLISHMENTS

- Successfully managed annual recruitment for vacancies on the City's Boards, Commissions and Committees.
- Facilitated the collection of primary election ballots through the Ballot Drop Box in partnership with the County of Placer's Election Office to enhance the convenience and accessibility of voting for residents.
- Assisted with reconfiguration of the City Council Chambers to enhance existing technology, thereby optimizing how public meetings are conducted.
- Coordinated responses to Public Records Act requests in accordance with legal requirements to promote the accessibility of governmental records for the public.

GOALS & OBJECTIVES

- Oversee the 2024 General Election for the City of Rocklin, encompassing three City Council seats. Responsibilities include aiding candidates during the filing period, addressing voter inquiries regarding ballot casting, locating suitable vote center sites City-wide, announcing election outcomes, and ensuring compliance with the California Elections Code. *(LIVABLE, RESILIENT)*
- Maintain transparency by ensuring publicly disclosable permanent records are accessible through the City's Electronic Records Center. *(LIVABLE, RESILIENT)*
- Conduct community outreach efforts to inform residents of the roles and responsibilities of the City Clerk's Office and its service to the public. *(LIVABLE)*
- Upgrade the City's enterprise records management system to a user-friendly platform for both City staff and the public. This upgrade will result in increased government transparency and accessibility of public records for members of the public. *(SUSTAINABLE)*

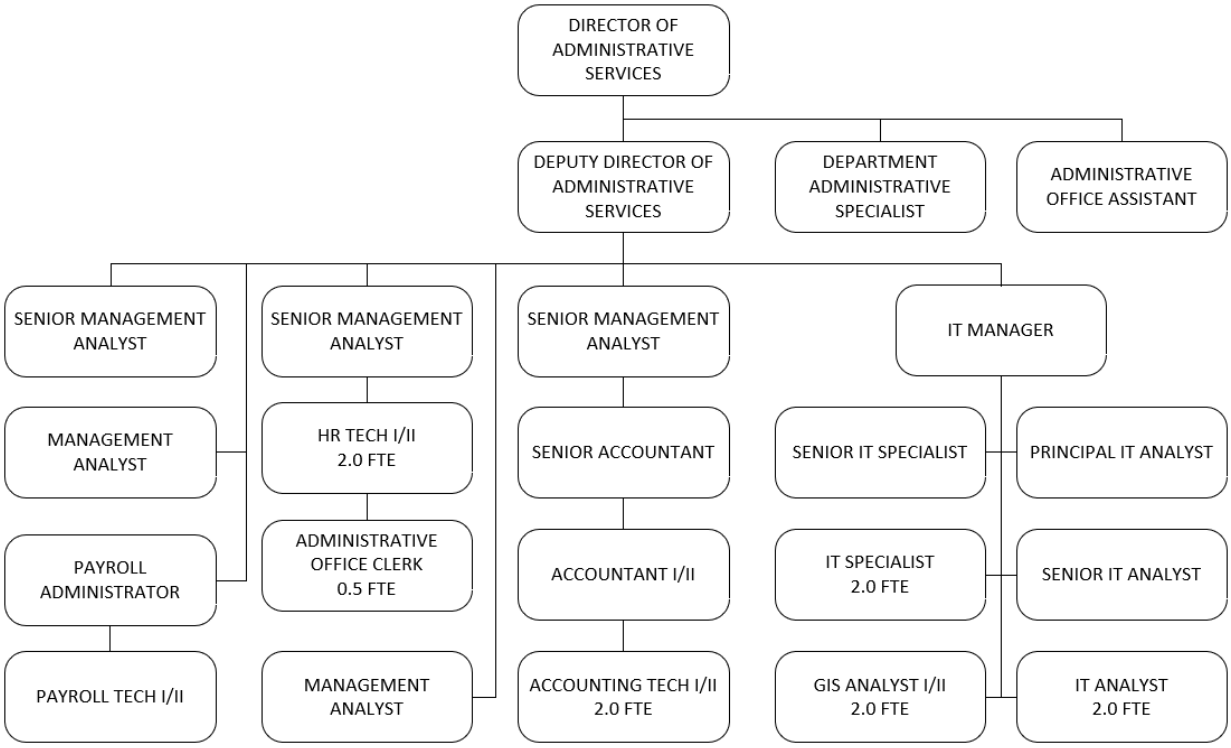
SIGNIFICANT CHANGES FROM THE PRIOR YEAR

- Operating Expenses increased primarily to support the expenses associated with the 2024 general election.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
City Clerk	1.00	1.00	1.00	1.00	1.00	-
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	-
TOTAL	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**-**
FUNDING SOURCES						
General Fund	$ 324,052	$ 352,598	$ 329,000	$ 329,000	$ 405,550	$ 76,550
TOTAL	**324,052**	**352,598**	**329,000**	**329,000**	**405,550**	**76,550**
Department Revenues	-	-	-	-	-	-
Net Resources/(Uses)	**$ (324,052)**	**$ (352,598)**	**$ (329,000)**	**$ (329,000)**	**$ (405,550)**	**$ (76,550)**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	283,441	251,449	279,900	279,900	301,700	21,800
Subtotal Staffing	**283,441**	**251,449**	**279,900**	**279,900**	**301,700**	**21,800**
Contracted Services						
Professional Services	143	153	16,000	16,000	16,000	-
Subtotal Professional Services	**143**	**153**	**16,000**	**16,000**	**16,000**	**-**
Operating Expenses						
Advertising	26,649	12,279	20,000	20,000	11,800	(8,200)
Elections	-	71,013	-	-	61,300	61,300
Licenses and Memberships	581	1,325	1,500	1,500	850	(650)
Non-Capital Equipment	-	375	-	-	-	-
Supplies	5,585	2,658	6,600	6,600	6,600	-
Travel/Training/Meals	7,653	13,346	5,000	5,000	7,300	2,300
Subtotal Operating Expenses	**40,468**	**100,996**	**33,100**	**33,100**	**87,850**	**54,750**
Capital Outlay	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL	**$ 324,052**	**$ 352,598**	**$ 329,000**	**$ 329,000**	**$ 405,550**	**$ 76,550**

Administrative Services

The Administrative Services Department provides financial, human resources, information technology, and payroll support to all City departments.



The department consists of three divisions: Finance, Human Resources, and Information Technology.

FINANCE DIVISION

The Finance Division provides a range of services including budgeting, investing and cash management, debt management, infrastructure financing, grant management, procurement, special districts administration, grants management, and accounting. It oversees accounts payable and receivable functions, ensuring financial transparency and accountability.

HUMAN RESOURCES DIVISION

The Human Resources Division oversees the City's benefits administration, recruitment and selection, classification and compensation, employee relations, labor relations, leaves management, risk management (workers compensation and safety), training and staff development, performance management, and organizational development. The HR Division also includes Payroll, which is responsible for overseeing the City's compensation processes, including paychecks for employees and eligible committee and commission members. Additionally, Payroll is responsible for maintaining and monitoring internal controls to ensure transactions comply with current labor agreements, payroll policies, and relevant laws and regulations.

INFORMATION TECHNOLOGY DIVISION

The Information Technology (IT) Division is responsible for maintaining and supporting the City's technology infrastructure, enterprise applications, databases, and information security. IT provides technical support to City departments and Geographic Information System services to City staff and neighboring municipalities. Other services include troubleshooting and issue resolution, systems design, software and hardware specification development, procurement of IT software and equipment, vendor contract and licensing management, project management, and ongoing maintenance and upgrades of existing software and hardware solutions across the City network.

ACCOMPLISHMENTS

- Implemented a Department Annual Services Report.
- Successfully upgraded the Tyler Munis Enterprise Resource Management System, including the Tyler Content Management System City-wide.
- Implemented a Section 115 Trust for pension prefunding, further enhancing the City's fiscal health and local control.
- Obtained an unmodified "clean" audit opinion on the Annual Comprehensive Financial Report for the fiscal year ended June 30, 2023.
- Received the Operating Excellence Award for FY 2023/24 Operating Budget document from the California Society of Municipal Finance Officers.
- Upgraded the audio and video system in the City Council Chambers for public meetings.
- Strengthened IT security by deploying DUO multifactor authentication and collaborating with Crowdstrike Falcon to fortify the City network against attacks.
- Implemented the voluntary telework program.
- Implemented an electronic plan submission and review solution for Community Development, enhancing customer experience and plan submittal efficiency.
- Implemented revision of Personnel Rules.
- Replaced antiquated fire station alerting system for the Fire Department, improving response times and streamlining fire dispatch processes.
- Implemented the backup and recovery solution, as well as redundant internet connections for business continuity and security.
- Implemented an automated web-based photovoltaic permitting solution, complying with SB 379.
- Implemented mobile VPN solutions and a smartphone solution for the CAD system app, enhancing access to criminal justice data from mobile devices.
- Launched Rocklin Leadership Forum for all leaders in the City.

GOALS AND OBJECTIVES

- Develop an IT Strategic Plan to foster transparency, enhance operational efficiency, improve staff satisfaction, and foster trust. *(RESILIENT)*
- Secure an unmodified audit opinion on the financial statements and Annual Comprehensive Financial Report. *(SUSTAINABLE)*
- Implement a new online applicant tracking system to provide efficiencies and increase automated processes. *(VIBRANT)*
- Enhance employee onboarding by implementing a comprehensive program and electronic signatures. *(VIBRANT)*
- Implement an update to the Time Control Timekeeping System. *(SUSTAINABLE)*
- Assist with replacing the outdated document management and retention system. *(VIBRANT)*

- Evaluate opportunities for generating new revenue streams to support core City services. *(SUSTAINABLE)*
- Implement a new performance evaluation system. *(SUSTAINABLE)*
- Implement a two-year operating budget for strategic, efficient, and transparent financial management, supporting organizational goals and objectives over the long term. *(SUSTAINABLE)*
- Update the City's procurement code to promote good governance. *(SUSTAINABLE)*
- Implement comprehensive workforce development and succession planning programs. *(SUSTAINABLE)*
- Establish strategies and plans for achieving 100% funding for the City's facility and fleet replacement reserves. *(SUSTAINABLE)*
- Invest in technology that supports economic development efforts. (*VIBRANT)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- None.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Accountant I/II	2.00	1.00	1.00	1.00	1.00	-
Accounting Supervisor	1.00	1.00	1.00	-	-	-
Accounting Technician I/II	2.00	2.00	2.00	2.00	2.00	-
Administrative Office Assistant	-	-	-	1.00	1.00	-
Administrative Office Clerk	-	-	-	0.50	0.50	-
Departmental Administrative Specialist	-	-	1.00	1.00	1.00	-
Deputy Director of Administrative Services	1.00	1.00	1.00	1.00	1.00	-
Director of Administrative Services	1.00	1.00	1.00	1.00	1.00	-
GIS Analyst I/II	-	-	2.00	2.00	2.00	-
Human Resources Technician I/II	2.00	2.00	2.00	2.00	2.00	-
Information Technology Analyst	-	-	2.00	2.00	2.00	-
Information Technology Manager	-	-	1.00	1.00	1.00	-
Information Technology Specialist	-	-	2.00	2.00	2.00	-
Management Analyst	3.00	3.00	3.00	2.00	2.00	-
Payroll Administrator	1.00	1.00	1.00	1.00	1.00	-
Payroll Technician I/II	1.00	1.00	1.00	1.00	1.00	-
Principal Information Technology Analyst	-	-	1.00	1.00	1.00	-
Principal Management Analyst	1.00	1.00	1.00	-	-	-
Senior Accountant	1.00	1.00	1.00	1.00	1.00	-
Senior Administrative Assistant	1.00	1.00	1.00	-	-	-
Senior IT Analyst	-	-	1.00	1.00	1.00	-
Senior IT Specialist	-	-	1.00	1.00	1.00	-
Senior Management Analyst	-	-	-	3.00	3.00	-
TOTAL	**17.00**	**16.00**	**27.00**	**27.50**	**27.50**	**-**

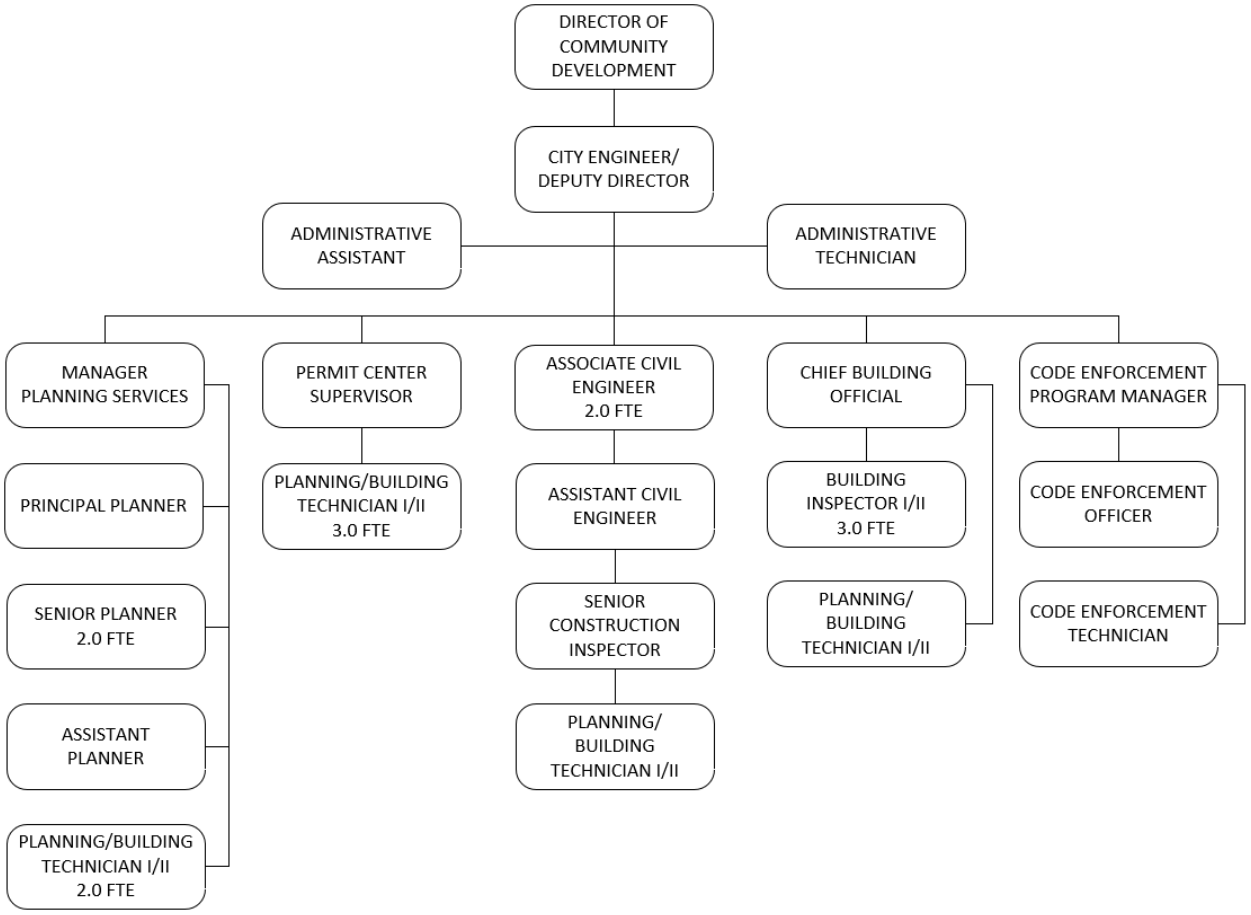
	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
FUNDING SOURCES						
General Fund	$ 2,457,011	$ 4,509,613	$ 6,137,100	$ 6,150,891	$ 6,690,130	$ 539,239
American Rescue Plan Act	-	79,900	-	50,000	-	(50,000)
Capital Construction - Debt Service	530,920	532,080	532,800	532,800	532,400	(400)
Capital Construction Fees	533,168	531,840	532,800	532,800	532,400	(400)
CASp Certification & Training	797	832	-	-	-	-
CDBG - HUD Entitlement	3,997	7,858	10,000	10,000	10,000	-
CDBG Housing Rehabilitation	800	800	-	-	-	-
CFD No. 6 Open Space Maintenance	4,308	4,344	4,600	4,600	3,800	(800)
Community Facilities District No. 5	60,056	67,286	70,000	70,000	73,100	3,100
Community Park Fees	77,084	68,069	125,500	125,500	-	(125,500)
Gas Tax	2,500	2,996	-	-	-	-
Landscaping & Lighting Maint. District No. 2	24,702	25,744	-	-	-	-
Lighting Maintenance District No. 1	14,814	15,423	26,800	26,800	27,600	800
Low & Moderate Income Housing Asset	65,448	61,400	15,200	15,200	15,600	400
Oak Tree Mitigation Fees	249,586	249,586	25,000	25,000	37,500	12,500
Park Development Fees	217,936	217,936	-	-	-	-
Public Facilities Impact Fees	1,395	-	401,800	401,800	-	(401,800)
Retirees Health	1,787,519	2,095,743	-	-	-	-
Risk Management	3,494,077	3,088,034	2,365,000	2,365,000	1,944,000	(421,000)
Technology Fee	10,635	36,048	4,144,000	4,144,000	4,975,100	831,100
Traffic Safety/Police Grants	167	-	1,036,100	1,198,410	498,700	(699,710)
TOTAL	**9,536,920**	**11,595,532**	**15,426,700**	**15,652,801**	**15,340,330**	**(312,471)**
Department Revenues	30,279,465	18,097,893	19,365,200	19,365,200	19,867,900	502,700
Net Resources/(Uses)	**$ 20,742,545**	**$ 6,502,361**	**$ 3,938,500**	**$ 3,712,399**	**$ 4,527,570**	**$ 815,171**

DIVISION BUDGET SUMMARY						
Finance	5,233,802	7,504,501	5,774,300	5,832,610	4,939,780	(892,830)
Human Resources/Payroll	4,303,118	4,091,030	5,527,200	5,540,991	6,473,650	932,659
Information Technology	-	-	4,125,200	4,279,200	3,926,900	(352,300)
TOTAL	**$ 9,536,920**	**$ 11,595,532**	**$ 15,426,700**	**$ 15,652,801**	**$ 15,340,330**	**$ (312,471)**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	$ 6,181,268	$ 7,723,357	$ 8,932,700	$ 8,932,700	$ 9,464,100	$ 531,400
Subtotal Staffing	**6,181,268**	**7,723,357**	**8,932,700**	**8,932,700**	**9,464,100**	**531,400**
Contracted Services						
Professional Services	323,979	461,607	809,600	975,001	546,500	(428,501)
Maintenance Contracts	666	765	887,400	908,100	881,000	(27,100)
Subtotal Professional Services	**324,645**	**462,372**	**1,697,000**	**1,883,101**	**1,427,500**	**(455,601)**
Operating Expenses						
Communications	-	-	444,800	444,800	458,100	13,300
Insurance Premiums	1,093,704	1,216,357	1,859,100	1,859,100	2,208,500	349,400
Licenses and Memberships	4,456	6,499	8,400	8,400	8,230	(170)
Non-Capital Equipment	3,408	994	421,500	420,500	178,500	(242,000)
Other Operating Expenses	11,536	17,761	16,500	21,500	16,500	(5,000)
Placer County Collection Fee	91,580	99,898	103,900	103,900	107,000	3,100
Property Damage Expenditure	71,975	101,955	68,000	68,000	70,000	2,000
Recruitments	37,548	76,885	39,000	75,000	65,000	(10,000)
Rental/Lease	-	1,038	69,500	69,500	75,100	5,600
Supplies	31,612	49,334	82,600	82,600	99,000	16,400
Travel/Training/Meals	14,248	10,288	52,900	52,900	46,500	(6,400)
Uniforms	196	-	-	-	-	-
Vehicle O&M/Fuel	-	-	1,200	1,200	1,300	100
Subtotal Operating Expenses	**1,360,263**	**1,581,009**	**3,167,400**	**3,207,400**	**3,333,730**	**126,330**
Other Uses						
Transfer to Debt Service	530,918	531,840	532,800	532,800	532,400	(400)
Transfer to General Fund	68,645	225,158	34,000	34,000	47,500	13,500
Transfer to Technology Fee	7,240	6,731	5,600	5,600	5,600	-
Subtotal Other Uses	**606,803**	**763,729**	**572,400**	**572,400**	**585,500**	**13,100**
Debt Service/Depreciation	**1,063,941**	**1,065,066**	**1,057,200**	**1,057,200**	**529,500**	**(527,700)**
Capital Outlay	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL	**$ 9,536,916**	**$11,595,531**	**$15,426,700**	**$15,652,801**	**$15,340,330**	**$ (312,471)**

Community Development

The Community Development Department oversees the responsible and sustainable growth of the City while ensuring safety and quality of life.



The department consists of five divisions: Building Services, Code Enforcement, Engineering Services, Permit Center, and Planning Services.

BUILDING SERVICES DIVISION

The Building Services Division is responsible for building plan reviews, building inspections, and building reports and statistics. The division ensures the safety, sustainability, and accessibility of the buildings and facilities being modified in the City.

CODE ENFORCEMENT DIVISION

The Code Enforcement Division provides quality customer service and is responsive to citizen complaints that are potential violations of the Rocklin Municipal Code and California Health and Safety Codes. The division upholds and enforces codes and standards established to protect the public health, safety, and welfare of the City's citizens and maintains or improves quality of life and property values within our community.

ENGINEERING SERVICES DIVISION

The Engineering Services Division provides a host of technical services to the development community, as well as residents and City staff. The division provides engineering review; processing and approval of private development projects; and the issuance of engineering-related permits, including: improvement plans, final maps, lot line adjustments, grant and summary vacation of easements, management of the improvements through the construction stage, and administering City development standards.

PERMIT CENTER DIVISION

The Permit Center Division is the primary point of contact for development-related inquiries, project submittals, plan and permit issuance, and fee calculations and payments.

PLANNING SERVICES DIVISION

The Planning Services Division implements and monitors the City's growth and development policies, processes development entitlement applications, processes administrative permits, updates and maintains the City's long-range planning documents, participates in a variety of regional planning efforts, and assists with implementing the Housing Element of the City's General Plan.

ACCOMPLISHMENTS

BUILDING SERVICES & PERMIT CENTER

- Enhanced the online permit guide tool to streamline the permit process, launching electronic plan submittal process for a smoother customer experience and reduced staff guidance time.
- Provided essential plan review and inspection services facilitating the opening and expansion of businesses in Rocklin.
- Provided ongoing inspections for multi-family projects and finalized inspections for Sierra Gateway Apartments, contributing to new housing opportunities for Rocklin residents.
- Implemented SolarAPP+ online Solar Permitting Application, expediting the permitting timeline for certain solar projects.

ENGINEERING SERVICES

- Reviewed and approved site improvement plans for seven new projects, three subdivision maps, five parcel maps, 12 pre-application projects, eight planning entitlement projects, and multiple site grading reviews for custom home building permit applications.
- Reviewed and approved, for recordation with the County of Placer, three final subdivision maps and five parcel maps, and processed three lot line adjustments and/or lot line mergers, four grant deeds, two Communities Facilities District annexation maps, three easement abandonments, four notices of completion and one certificate of compliance, promoting additional development.
- Established a new funding strategy within the Capital Improvement Program to implement safety improvements stemming from the Local Roadway Safety Plan.
- Developed Rocklin's first Active Transportation Program. This initiative includes a review of non-motorized transportation infrastructure to enhance the City's eligibility for future funding opportunities.
- Designed and oversaw construction of the federally-funded ADA and pavement rehabilitation improvements on Park Drive between Stanford Ranch Road and Bay Street.
- Obtained City Council approval of the environmental document for the Rocklin Road/I-80 interchange project and the preferred alternative for design.

- Awarded a contract and commenced the design phase of the Monument Spring Drive Roadway and Bridge Improvements project. Additionally, began designing pickleball improvements at SWRA.
- Commenced the development of a bridge preventative maintenance program to enhance bridge safety.

CODE ENFORCEMENT

- Implemented sidewalk vending permits and non-commercial sign abatement enforcement.
- Maintained a high-efficient rating in efforts to safeguard public health, safety and welfare, achieving a 95.6% compliance rate in 2023. Opened 1,375 cases and closed 1,314 cases, with 61 cases carrying over to 2024.
- Documented 1,820 violations in the community and resolved 1,729 or 95% of the violations documented in 2023, with 91 remaining violations rolling over to 2024, demonstrating a high compliance rate in resolving community code enforcement issues.
- Achieved a high compliance rate in resolving code compliance issues by implementing a proactive code enforcement model, with proactive enforcement accounting for 48.4% and reactive/complaint-based enforcement for 51.6% of the total cases. Maintained efficient response times, averaging 0.5 days to address citizen complaints.

PLANNING SERVICES

- Processed land use entitlement applications and obtained approvals for various projects, including Pottery World Freeway Wall, Rocklin Volkswagen, Dutch Bros on Whitney Ranch Parkway, Whitney Ranch Unit 1 Subdivision, Wildcat West Subdivision, modification of the Estia project to increase the unit count, Lonetree Apartments Phase II, West Oaks Carwash, Extra Space Storage, Byers Gymnastics, West Oaks Apartments, University Square Shopping Center, and Development Agreements for both the Vista Oaks and Highlands Parcel A projects, as well as several time extensions for previously approved projects, and a tentative parcel map.
- Updated the City's Subdivision Ordinance and developed Objective Design Standards in compliance with SB 330.

GOALS AND OBJECTIVES

BUILDING SERVICES AND PERMIT CENTER

- Continued implementation of the electronic plan submission and review processes to enhance customer experience and streamline plan reviews. (*RESILIENT)*
- Enhance customer service by expanding the Online Permit Guide to cover Commercial building plan submissions, simplifying the permit process and improving overall customer experience. (*RESILIENT)*
- Develop Permit Center and Building Division FAQs for the website to improve access to City information and customer service. (*RESILIENT)*
- Educate business owners on permitting and inspection processes, facilitating easier business opening. (*RESILIENT)*

ENGINEERING SERVICES

- Participate in regional coordination meetings with outside agencies to improve relationships and collaboration. *(RESILIENT)*
- Update City standard design specifications to streamline project planning and construction. (*RESILIENT, LIVABLE*)
- Coordinate the development of the Rocklin Active Transportation Program with the Placer County Transportation Planning Agency's (PCTPA) Countywide Active Transportation Program to ensure a cohesive network of trails and facilities throughout Rocklin and adjacent cities. *(LIVABLE)*
- Construct various Capital Improvement Program projects, including the Whitney Community Park pump track with parking lot, pedestrian traffic signal on Blue Oaks Boulevard at the open space, and crosswalk enhancements on Crest Drive at Valley View Elementary School. *(SAFE, RESILIENT*)
- Commence design, environmental work, and right-of-way assessment on new projects for enhanced safety and congestion reduction. These projects include but not limited to, the Sunset Boulevard Widening Project (Highway 65 to University Avenue), Rocklin Road widening (Aguilar Road to Sierra College Boulevard), and the At-Grade Railroad Roadway and Pedestrian Improvements project to ultimately provide additional roadway capacity, enhance safety and reduce congestion. *(SAFE, RESILIENT)*

CODE ENFORCEMENT

- Maintain and improve code compliance rates and resolve violations to further align the proactive rate with reactive rate. *(LIVABLE)*
- Ensure compliance with Code Enforcement Officer safety standards, providing necessary safety equipment and training as mandated by SB 296. *(SAFE)*
- Research best practices to address vacant/abandoned structures and substandard structures. *(SAFE, LIVABLE)*

PLANNING SERVICES

- Update the Rocklin Municipal Code to comply with state regulations and changes. *(LIVABLE)*
- Update the Circulation Element, along with the associated Environmental Impact Report and Traffic Impact Fees. *(RESILIENT)*
- Amend the Rezones and General Plan, addressing the City's Available Sites Inventory and meeting the RHNA identified in the 2021-2029 Housing Element, while also processing California Environmental Quality Act documents. *(LIVABLE, VIBRANT)*
- Conduct a housing conditions survey and assess local rehabilitation needs. *(SAFE, LIVABLE)*
- Evaluate and process land use entitlement applications, forwarding them for public hearings. *(LIVABLE, RESILIENT, VIBRANT)*
- Conduct a comprehensive update of the City's Zoning Code and Map. *(RESILIENT, VIBRANT)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

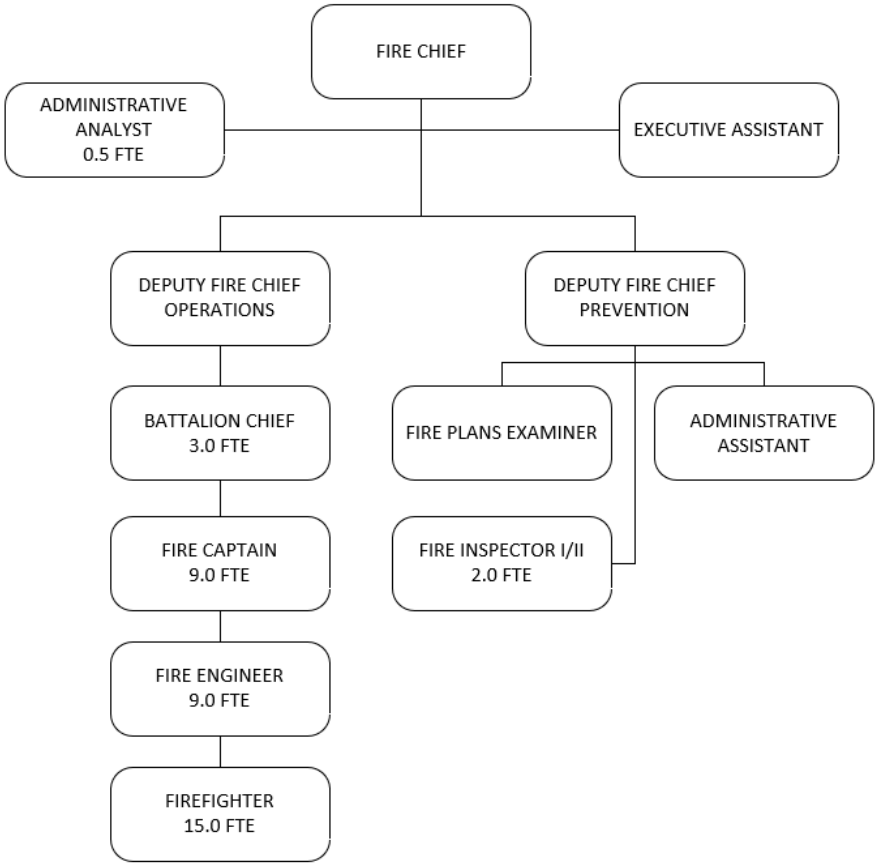
- None.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Administrative Assistant	-	-	-	1.00	1.00	-
Administrative Techician	-	-	-	1.00	1.00	-
Assistant Civil Engineer	-	-	1.00	1.00	1.00	-
Assistant Planner	1.00	1.00	1.00	1.00	1.00	-
Associate Civil Engineer	1.00	1.00	2.00	2.00	2.00	-
Building Division Supervisor	1.00	-	-	-	-	-
Building Inspector I/II	2.00	3.00	3.00	3.00	3.00	-
Chief Building Official	1.00	1.00	1.00	1.00	1.00	-
City Engineer/Deputy Director	-	1.00	1.00	1.00	1.00	-
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00	-
Code Enforcement Program Manager	1.00	1.00	1.00	1.00	1.00	-
Code Enforcement Technician	1.00	1.00	1.00	1.00	1.00	-
Director of Community Development	1.00	1.00	1.00	1.00	1.00	-
Director of Long Range Planning & Housing	1.00	1.00	1.00	-	-	-
Housing Specialist	1.00	1.00	-	-	-	-
Manager of Planning Services	1.00	1.00	1.00	1.00	1.00	-
Office Assistant I/II	2.00	-	-	-	-	-
Permit Center Coordinator	1.00	-	-	-	-	-
Permit Center Supervisor	-	1.00	1.00	1.00	1.00	-
Planning/Building Technician I/II	4.00	7.00	7.00	7.00	7.00	-
Principal Planner	-	-	-	1.00	1.00	-
Public Services Business Technician	-	-	1.00	-	-	-
Senior Code Enforcement Officer	1.00	-	-	-	-	-
Senior Construction Inspector	-	-	1.00	1.00	1.00	-
Senior Dept Administrative Specialist	1.00	1.00	1.00	-	-	-
Senior Office Assistant	1.00	-	-	-	-	-
Senior Planner	2.00	2.00	2.00	2.00	2.00	-
TOTAL	**25.00**	**25.00**	**28.00**	**28.00**	**28.00**	**-**
FUNDING SOURCES						
General Fund	$ 4,604,337	$ 4,681,112	$ 6,014,100	$ 6,446,715	$ 6,339,000	$ (107,715)
Bicycle and Pedestrian	-	-	100,000	100,000	-	(100,000)
CASp Certification & Training	-	-	-	-	10,000	10,000
CDBG - Covid-19 Cares Act	57,477	338,611	-	-	-	-
CDBG - HUD Entitlement	95,517	91,784	50,000	50,000	-	(50,000)
CFD No. 6 Open Space Maintenance	-	-	16,800	16,800	-	(16,800)
Community Facilities District No. 5	-	-	50,500	50,500	-	(50,500)
Gas Tax	-	-	98,400	98,400	-	(98,400)
Grants/Other Reimbursables	-	-	-	-	101,000	101,000
Low & Moderate Income Housing Asset	216,391	240,066	-	4,788	-	(4,788)
Oak Tree Mitigation Fees	3,578	2,719	4,800	4,800	2,400	(2,400)
Sales Tax SB 325	-	70	4,433,900	4,972,721	2,533,400	(2,439,321)
Streets Sr/Grants Fund	-	-	5,470,500	7,023,018	3,550,000	(3,473,018)
Technology Fee	34,560	40,661	35,000	35,000	40,000	5,000
Traffic Circulation Impact Fee	2,225	1,307	2,021,500	2,051,500	668,000	(1,383,500)
Landscaping & Lighting Maint. District No. 2	-	-	33,500	33,500	-	(33,500)
Whitney Ranch Interchange Fees	-	-	-	-	747,300	747,300
Whitney Ranch Trunk Sewer Project	-	-	-	3,109	-	(3,109)
TOTAL	**5,014,085**	**5,396,330**	**18,329,000**	**20,890,851**	**13,991,100**	**(6,899,751)**
Department Revenues	6,092,586	5,930,288	10,405,800	11,958,320	8,870,000	(3,088,320)
Net Resources/(Uses)	**$ 1,078,501**	**$ 533,958**	**$ (7,923,200)**	**$ (8,932,531)**	**$ (5,121,100)**	**$ 3,811,431**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
DIVISION BUDGET SUMMARY						
Building	$ 2,145,619	$ 2,235,874	$ 2,396,400	$ 2,396,400	$ 2,692,300	$ 295,900
Code Enforcement	388,350	367,349	441,300	441,300	429,100	(12,200)
Engineering	352,766	382,407	13,004,200	15,146,956	8,385,700	(6,761,256)
Housing	440,783	762,714	-	-	-	-
Planning	1,668,477	1,629,634	2,468,700	2,887,795	2,465,500	(422,295)
Planning Commission	18,090	18,352	18,400	18,400	18,500	100
TOTAL	**$ 5,014,085**	**$ 5,396,330**	**$18,329,000**	**$20,890,851**	**$13,991,100**	**$ (6,899,751)**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	3,086,508	3,156,333	4,176,600	4,176,600	4,692,700	516,100
Subtotal Staffing	**3,086,508**	**3,156,333**	**4,176,600**	**4,176,600**	**4,692,700**	**516,100**
Contracted Services						
Professional Services	1,345,295	1,728,426	2,532,600	3,033,120	2,429,400	(603,720)
Maintenance Contracts	-	-	18,000	33,200	20,000	(13,200)
Subtotal Professional Services	**1,345,295**	**1,728,426**	**2,550,600**	**3,066,320**	**2,449,400**	**(616,920)**
Operating Expenses						
Advertising	-	-	20,000	20,000	15,000	(5,000)
Communications	9,812	9,684	14,400	14,400	11,500	(2,900)
Licenses and Memberships	3,978	5,715	147,300	132,100	213,100	81,000
Non-Capital Equipment	2,166	1,072	3,800	9,909	2,800	(7,109)
Other Operating Expenses	67,560	65,660	35,000	35,000	40,000	5,000
Supplies	22,476	27,124	29,400	29,400	29,300	(100)
Travel/Training/Meals	8,734	7,659	17,700	16,700	23,700	7,000
Vehicle O&M/Fuel	35,875	31,584	53,200	53,200	71,300	18,100
Vehicle Replacement	27,158	17,225	28,400	28,400	48,600	20,200
Subtotal Operating Expenses	**177,758**	**165,723**	**349,200**	**339,109**	**455,300**	**116,191**
Other Uses						
Engineering Transfer Out	-	-	-	-	61,900	61,900
Transfer to Technology Fee	264,899	204,616	265,500	265,500	291,800	26,300
Transfer to General Fund	139,625	141,232	50,000	50,000	50,000	-
Subtotal Other Uses	**404,524**	**345,848**	**315,500**	**315,500**	**403,700**	**88,200**
Capital Outlay	**-**	**-**	**10,937,100**	**12,993,322**	**5,990,000**	**(7,003,322)**
TOTAL	**$ 5,014,085**	**$ 5,396,330**	**$18,329,000**	**$20,890,851**	**$13,991,100**	**$ (6,899,751)**

Fire

The Fire Department provides response to emergencies throughout the City in an effort to minimize injuries, loss of life, property and environmental damage. The mission of the Fire Department is to minimize risk, increase safety, and improve the quality of life in our community by responding quickly, solving problems and being nice.



The department consists of four divisions: Fire Administration, Field Operations, Fire Prevention and Emergency Management.

FIRE ADMINISTRATION DIVISION

The Fire Administration Division is responsible for managing department contracts, recruiting and promoting personnel, purchasing personal protective equipment (PPE), apparatus acquisition, overseeing the department's operating budget, and providing general information to the public.

FIELD OPERATIONS DIVISION

The Field Operations Division is responsible for all emergency and non-emergency responses in the community, which include response to fires, medical emergencies, technical rescues, motor vehicle accidents, hazardous materials, and other natural or man-made disasters.

FIRE PREVENTION DIVISION

Fire Prevention supports the community by providing fire plan review services for new and tenant improvement projects, conducting life safety inspections, providing operational permits for increased hazards, investigation of suspicious fires, and providing public education to reduce the occurrence of fires and other hazardous conditions.

EMERGENCY MANAGEMENT DIVISION

Emergency Management is responsible for the oversight of the City's Emergency Operations Center (EOC) and serves at the will of the Director of Emergency Services (City Manager) to provide and coordinate training, policy development, staffing, and activations of the EOC.

ACCOMPLISHMENTS

FIRE ADMINISTRATION

- Installed a new fire station alerting system in 2023, enhancing dispatch efficiency.
- Successfully secured a Homeland Security Grant for four multi-band portable radios, facilitating seamlessly communication with neighboring jurisdictions.
- Enhanced security at critical facilities, in collaboration with Public Works, by installing fencing around Fire Station 24 and Fire Station 25.
- Acquired a therapy canine to support firefighter mental wellness.
- Collaborated with the City Manager's Office to secure an architectural consultant for the fourth fire station.

FIRE OPERATIONS

- Responded to 6,216 incidents in 2023, including emergency medical services, fires, and other hazardous conditions.
- Provided mutual aid to other communities 252 times.
- Conducted two successful fire-related rescues.
- Procured new life saving airway management tools for Fire Paramedics.
- Implemented mobile medical documentation for Paramedics, enabling real-time patient care and treatment documentation.

FIRE PREVENTION

- Delivered public education at 34 community events, covering Cardiopulmonary Resuscitation (CPR), fire extinguisher usage, and fire hazard mitigation.
- Hired two Fire Inspectors to conduct annual state-mandated inspections of high-hazard facilities.
- Completed 139 initial fire inspections and 623 final fire inspections in 2023, with the Fire Prevention Plans Examiner reviewing 520 initial fire plan examinations.
- Conducted 22 fire investigations, resulting in five arrests for arson out of eight classified arson cases.
- Implemented mobile inspection software to streamline operations and customer service.

EMERGENCY MANAGEMENT

- Provided EOC training to City staff, outlining critical responsibilities during disasters.
- Upgraded Audio-Visual (AV) equipment in the EOC to enhance situational awareness for personnel.

GOALS AND OBJECTIVES

- Continue seeking grant opportunities to maintain and enhance service delivery. *(SAFE)*
- Expand the digital radio program to improve communications efficiency. *(SAFE)*
- Maintain fiscal responsibility by identifying areas for increased efficiencies. *(SUSTAINABLE)*
- Provide post-traumatic stress syndrome training for first responders. *(RESILIENT)*
- Enhance survivability for victims of fire, hazardous material release, entrapment, or other crisis incidents. *(SAFE)*
- Enhance the survivability of patients experiencing acute medical emergencies through citizen CPR education and training. *(SAFE)*
- Improve firefighter safety and survival by providing enhanced safety equipment and communications. *(SAFE)*
- Strengthen programs aimed at reducing fire loss and enhancing community preparedness. *(LIVABLE)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- None.

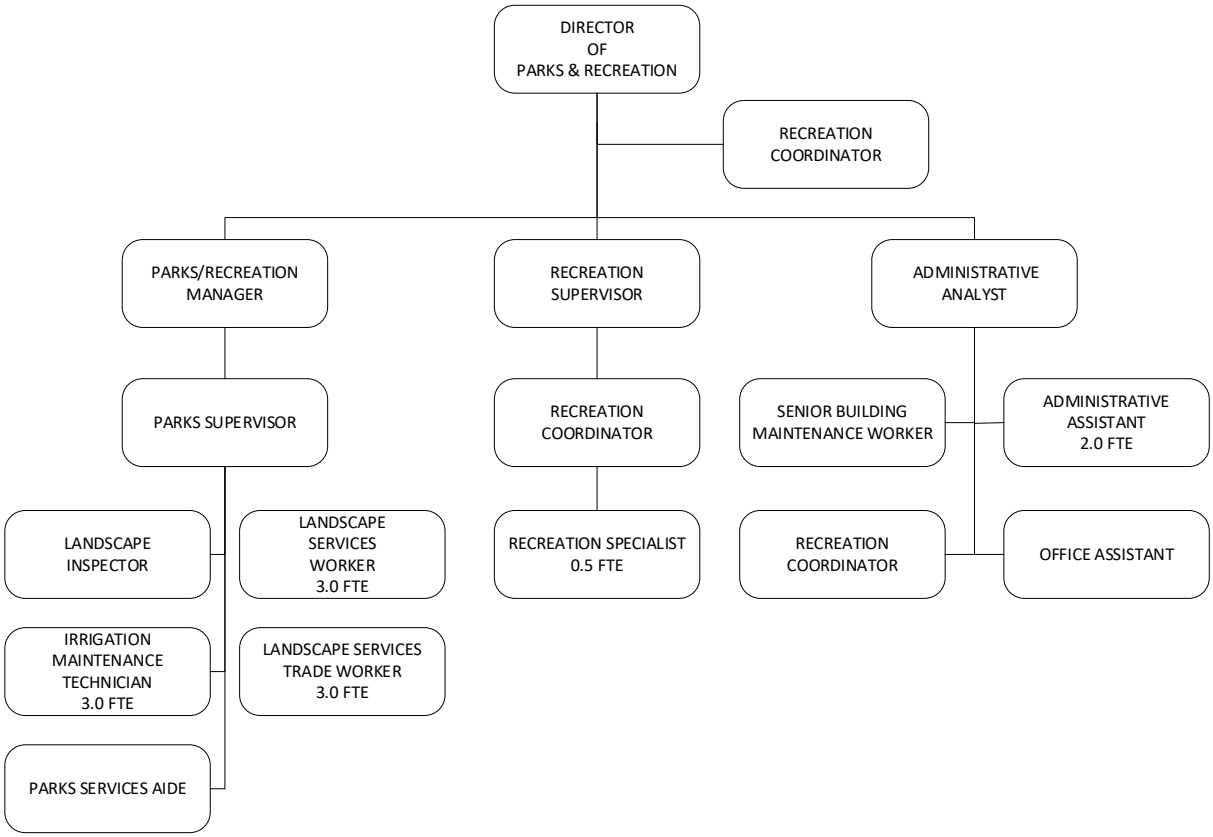
	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Administrative Analyst	0.50	0.50	0.50	0.50	0.50	-
Administrative Assistant	-	-	-	1.00	1.00	-
Battalion Chief	3.00	3.00	3.00	3.00	3.00	-
Deputy Fire Chief	2.00	2.00	2.00	2.00	2.00	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	-
Fire Captain	9.00	9.00	9.00	9.00	9.00	-
Fire Chief	1.00	1.00	1.00	1.00	1.00	-
Fire Engineer	9.00	9.00	9.00	9.00	9.00	-
Fire Inspector I/II	1.00	1.00	2.00	2.00	2.00	-
Fire Prevention Plans Examiner	1.00	1.00	1.00	1.00	1.00	-
Firefighter	15.00	15.00	15.00	15.00	15.00	-
Senior Office Assistant	1.00	1.00	1.00	-	-	-
TOTAL	**43.50**	**43.50**	**44.50**	**44.50**	**44.50**	**-**

FUNDING SOURCES						
General Fund	$ 12,363,717	$ 12,061,613	$ 13,580,750	$ 15,447,150	$ 13,138,200	$ (2,308,950)
Capital Construction Fees	-	-	-	15,000	25,000	10,000
Community Facilities District No. 1	2,092,017	2,268,807	2,284,300	2,284,300	2,410,200	125,900
Grants/Other Reimbursables	-	-	-	13,000	-	(13,000)
TOTAL	**14,455,734**	**14,330,420**	**15,865,050**	**17,759,450**	**15,573,400**	**(2,186,050)**
Department Revenues	2,921,833	3,107,379	5,103,800	5,116,800	5,438,200	321,400
Net Resources/(Uses)	**$ (11,533,901)**	**$ (11,223,041)**	**$ (10,761,250)**	**$ (12,642,650)**	**$ (10,135,200)**	**$ 2,507,450**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
DIVISION BUDGET SUMMARY						
Administration	$ 3,118,989	$ 3,216,844	$ 3,613,600	$ 3,888,600	$ 3,594,200	$ (294,400)
Emergency Management	-	6,631	7,000	7,000	12,700	5,700
Field Operations	10,871,568	10,331,315	11,214,750	12,832,581	11,098,500	(1,734,081)
Fire Prevention	465,177	775,630	1,029,700	1,031,269	868,000	(163,269)
TOTAL	**$ 14,455,734**	**$ 14,330,420**	**$ 15,865,050**	**$ 17,759,450**	**$ 15,573,400**	**$ (2,186,049)**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	10,035,128	10,477,031	11,409,600	11,409,600	11,343,300	(66,300)
Subtotal Staffing	**10,035,128**	**10,477,031**	**11,409,600**	**11,409,600**	**11,343,300**	**(66,300)**
Contracted Services						
Professional Services	189,514	139,810	222,800	222,300	203,900	(18,400)
Maintenance Contracts	43,811	40,795	53,550	58,550	78,300	19,750
Subtotal Professional Services	**233,325**	**180,605**	**276,350**	**280,850**	**282,200**	**1,350**
Operating Expenses						
Advertising	-	-	-	1,800	1,100	(700)
Communications	33,115	15,981	16,800	18,080	18,000	(80)
Licenses and Memberships	12,679	4,933	7,800	6,350	15,000	8,650
Non-Capital Equipment	108,907	150,138	148,300	236,620	141,500	(95,120)
Other Operating Expenses	-	7	-	-	-	-
Placer County Collection Fee	20,834	22,660	22,800	22,800	24,100	1,300
Recruitments	291	1,358	4,000	4,000	4,000	-
Rental/Lease	-	-	-	1,050	1,200	150
Repair & Maintenance	2,778	14,012	21,500	21,500	22,000	500
Supplies	103,735	100,626	101,400	96,825	87,700	(9,125)
Travel/Training/Meals	33,093	31,784	57,900	53,875	53,500	(375)
Uniforms	17,986	23,596	10,200	22,086	16,500	(5,586)
Vehicle O&M/Fuel	845,176	938,626	1,156,700	1,156,700	1,098,300	(58,400)
Vehicle Replacement	932,366	107,647	83,000	1,603,614	-	(1,603,614)
Subtotal Operating Expenses	**2,110,960**	**1,411,368**	**1,630,400**	**3,245,300**	**1,482,900**	**(1,762,400)**
Other Uses						
Transfer to Technology Fee	5,138	15,269	12,200	12,200	14,400	2,200
Transfer to General Fund	2,071,182	2,246,147	2,261,500	2,261,500	2,386,100	124,600
Subtotal Other Uses	**2,076,320**	**2,261,416**	**2,273,700**	**2,273,700**	**2,400,500**	**126,800**
Capital Outlay	**-**	**-**	**275,000**	**550,000**	**64,500**	**(485,500)**
TOTAL	**$14,455,733**	**$14,330,420**	**$15,865,050**	**$17,759,450**	**$15,573,400**	**$ (2,186,050)**

Parks and Recreation

The Parks and Recreation Department provides parks, facilities and recreation experiences to enhance quality of life.



The department consists of three divisions: Business Services, Recreation, and Parks.

BUSINESS SERVICES DIVISION

The Business Services Division provides services in budgeting, finance, administration, facility maintenance, operations, rentals, marketing, and public information.

RECREATION DIVISION

The Recreation Division provides services in recreation programs, park and field rentals, league group operations, and special events.

PARKS DIVISION

The Parks Division provides services in new landscape construction, park maintenance and inspections, special projects, park lighting and renovations, weed abatement, pesticide program, and water management.

ACCOMPLISHMENTS

BUSINESS SERVICES

- Awarded the SWRA Building Demolition Contract to demolish and remove existing clubhouse buildings as identified in the SWRA Master Plan.
- Awarded Parks Mow & Landscaping Services Agreement for 2024-2026 for the landscape maintenance of all City parks and facilities.
- Completed rental facility upgrades at the Rocklin Event Center.
- Processed more than 2,500 rentals for City facilities in 2023.
- Executed Agreement for Quarry Park Concert Series Production Management to outside promoter and producer.

RECREATION

- Reintroduced Adult Sport programming in 2024, featuring Volleyball, Pickle Ball, Kickball, and Softball.
- Provided all-day weekly summer camps at the Rocklin Community Center.
- Provided recreational classes to the community, drawing over 1,050 program participants. New classes included Archery, Inclusive Dance, Chess Wizards, and Soccer Stars.
- Processed over 1,800 private rentals/permits for City fields and sports facilities.
- Hosted seven concerts, over 25 community and co-sponsored events, and the Premiere Showcase Softball Tournament in 2023.

PARKS

- Completed the demolition of SWRA Buildings and the Historical Society Surfacing Machine Project at Quarry Park.
- Awarded a contract for the design and construction of the Whitney Park Asphalt Pump Track.
- Completed the SWRA Master Plan Phase I Construction Design Contract.

GOALS AND OBJECTIVES

BUSINESS SERVICES

- Increase utilization of City facilities through comprehensive strategies including marketing, technology, facility enhancements, and pricing adjustments, ensuring services are readily available to residents. *(VIBRANT, LIVEABLE)*
- Develop and implement departmental mission, vision, values, along with strategic goals and objectives. *(SAFE, LIVEABLE, VIBRANT, RESILIENT, SUSTAINABLE)*
- Continue seeking grant opportunities and increasing grant applications to secure additional funding. *(SUSTAINABLE)*
- Update the Parks Infrastructure Reserve Study and collaborate with Finance to establish suitable replacement funds, ensuring the long-term sustainability of park facilities. *(SUSTAINABLE)*

RECREATION

- Expand programs and activities offered, with an emphasis on preschool-age children and teens. *(LIVEABLE)*
- Enhance recreation programs to ensure inclusivity across all ages and abilities. *(LIVEABLE)*
- Commence STEAM (Science, Technology, Engineering, Arts and Mathematics) programming and cooking classes, broadening recreational opportunities for residents. *(LIVEABLE)*

- Expand adult sports and health-related programs to cater to diverse recreational preferences within the community. *(LIVEABLE)*
- Introduce "Floating Movie Nights" at RHS Pool to the 2024 Event Schedule, providing a novel recreational experience for the community. *(LIVEABLE)*
- Expand Premiere Showcase Softball Tournament in 2024 to incorporate additional fields, teams, and tourism. *(LIVEABLE, SUSTAINABLE)*

PARKS

- Continue to implement the SWRA Master Plan to enhance park amenities for the community. *(LIVEABLE)*
- Complete construction of the Whitney Park Asphalt Pump Track project. *(LIVEABLE)*
- Establish a succession plan within the Parks Division to ensure continuity and service delivery. *(SUSTAINABLE)*
- Increase Park revenue through Cell Tower carrier replacements, co-locations and new additions. *(SUSTAINABLE)*
- Open the Sierra Pine Neighborhood Park, increasing Rocklin's total parks to 38. *(LIVEABLE)*
- Utilize master planning processes to guide future park development, offering amenities not currently available. *(LIVEABLE)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- Added a Parks Division Supervisor (1.0 FTE) position for park maintenance and operations. This position is funded by Community Facilities District No. 5 and the General Fund.

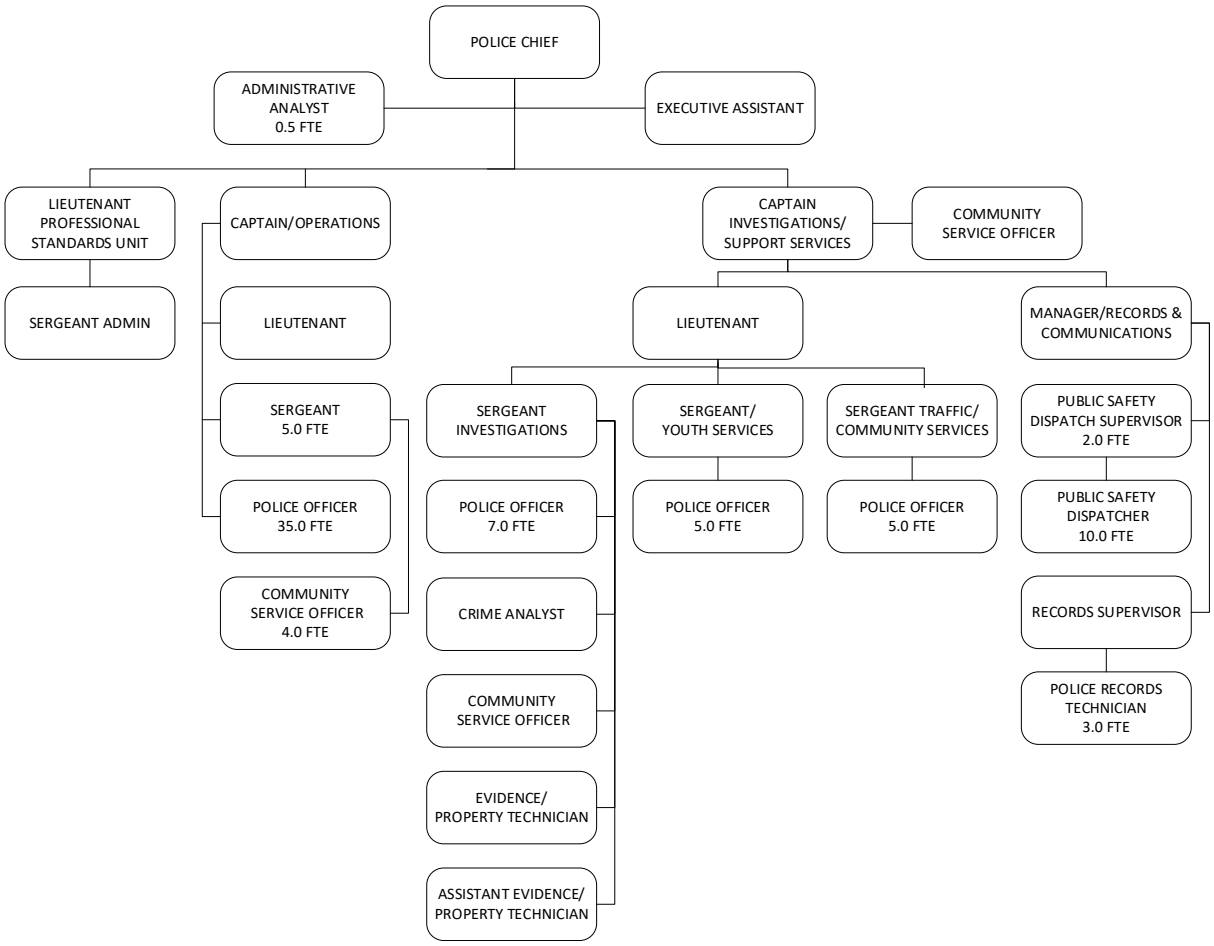
	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Administrative Analyst	1.00	1.00	1.00	1.00	1.00	-
Administrative Assistant	-	-	-	2.00	2.00	
Director of Parks and Recreation	1.00	1.00	1.00	1.00	1.00	-
Irrigation Maintenance Technician	2.00	3.00	3.00	3.00	3.00	-
Landscape Inspector	1.00	1.00	1.00	1.00	1.00	-
Landscape Services Trade Worker	3.00	3.00	3.00	3.00	3.00	-
Landscape Services Worker	3.00	3.00	3.00	3.00	3.00	-
Office Assistant I/II	1.47	1.47	1.00	1.00	1.00	-
Parks Division Supervisor	-	-	-	-	1.00	1.00
Parks/Recreation Manager	1.00	1.00	1.00	1.00	1.00	-
Parks Services Aide	-	1.00	1.00	1.00	1.00	-
Program Assistant II	1.41	-	-	-	-	-
Recreation Coordinator	1.00	2.00	3.00	3.00	3.00	-
Recreation Supervisor	1.00	1.00	1.00	1.00	1.00	-
Recreation Specialist	-	-	-	0.50	0.50	-
Senior Building Maintenance Worker	1.00	1.00	1.00	1.00	1.00	-
Senior Dept Administrative Specialist	1.00	1.00	1.00	-	-	-
Senior Office Assistant	1.00	1.00	1.00	-	-	-
Senior Program Assistant	0.47	-	-	-	-	-
Special Events Production Coordinator	0.47	0.47	0.50	-	-	-
TOTAL	**20.82**	**21.94**	**22.50**	**22.50**	**23.50**	**1.00**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
FUNDING SOURCES						
General Fund	$ 4,377,866	$ 5,446,422	$ 6,524,900	$ 9,163,908	$ 5,829,300	$ (3,334,608)
Community Facilities District No. 5	2,331,854	2,338,422	2,739,300	2,801,100	2,878,000	76,900
Community Park Fees	5,571	6,838	-	-	-	-
Grants/Other Reimbursables	354,238	73,714	-	400,000	-	(400,000)
North West Rocklin Community Park Fees	-	19,515	-	900,485	-	(900,485)
Oak Tree Mitigation Fees	64,869	67,299	74,000	74,000	79,000	5,000
Park Development Fees	-	44,488	-	-	-	-
Park Tax Special Assessment	637,420	653,165	653,200	653,200	659,000	5,800
Quarry Park Amphitheater Events	25,023	168,076	295,100	295,100	127,500	(167,600)
Recreation Facilities Contribution	-	-	-	-	-	-
Technology Fee	51,497	48,758	40,000	40,000	57,500	17,500
TOTAL	**7,848,338**	**8,866,697**	**10,326,500**	**14,327,793**	**9,630,300**	**(4,697,493)**
Department Revenues	3,254,151	3,583,695	5,828,100	5,804,000	4,184,300	(1,619,700)
Net Resources/(Uses)	**$ (4,594,187)**	**$ (5,283,002)**	**$ (4,498,400)**	**$ (8,523,793)**	**$ (5,446,000)**	**$ 3,077,793**
DIVISION BUDGET SUMMARY						
Business Services	912,448	815,585	1,326,300	1,326,300	846,700	(479,600)
Parks	5,923,328	6,667,367	7,352,800	11,274,093	7,058,700	(4,215,393)
Recreation	1,012,562	1,383,746	1,647,400	1,727,400	1,724,900	(2,500)
TOTAL	**$ 7,848,338**	**$ 8,866,697**	**$10,326,500**	**$14,327,793**	**$ 9,630,300**	**$ (4,697,493)**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	$ 2,477,120	$ 2,601,371	$ 3,037,900	$ 3,097,900	$ 3,385,700	$ 287,800
Subtotal Staffing	**2,477,120**	**2,601,371**	**3,037,900**	**3,097,900**	**3,385,700**	**287,800**
Contracted Services						
Professional Services	1,789,904	2,115,030	1,973,000	1,979,858	1,885,500	(94,358)
Maintenance Contracts	-	-	5,200	5,200	-	(5,200)
Subtotal Professional Services	**1,789,904**	**2,115,030**	**1,978,200**	**1,985,058**	**1,885,500**	**(99,558)**
Operating Expenses						
Advertising	14,905	38,174	80,000	80,000	62,000	(18,000)
Communications	37,380	50,774	54,600	54,600	67,800	13,200
Licenses and Memberships	18,359	25,826	32,800	32,800	29,200	(3,600)
Non-Capital Equipment	13,174	29,057	27,500	27,500	32,500	5,000
Other Operating Expenses	46,423	48,758	40,000	40,000	55,000	15,000
Placer County Collection Fee	6,393	6,532	6,500	6,500	6,600	100
Rental/Lease	311,640	366,627	369,900	369,900	443,800	73,900
Repair & Maintenance	199,200	279,234	270,000	270,000	168,000	(102,000)
Structure Maintenance Allocation	-	80	-	-	-	-
Supplies	415,765	453,637	614,800	625,550	626,900	1,350
Travel/Training/Meals	11,800	9,444	21,000	26,000	25,000	(1,000)
Uniforms	2,629	966	1,000	1,000	1,400	400
Utilities	1,129,922	1,088,364	1,207,000	1,207,000	1,429,300	222,300
Vehicle O&M/Fuel	204,535	210,054	252,600	252,600	259,700	7,100
Vehicle Replacement	112,884	-	185,900	309,500	-	(309,500)
Subtotal Operating Expenses	**2,525,009**	**2,607,527**	**3,163,600**	**3,302,950**	**3,207,200**	**(95,750)**
Other Uses						
Transfer to General Fund	631,027	646,633	1,070,800	1,070,800	652,400	(418,400)
Transfer to Technology Fee	71,040	45,918	76,000	76,000	79,500	3,500
Subtotal Other Uses	**702,067**	**692,551**	**1,146,800**	**1,146,800**	**731,900**	**(414,900)**
Capital Outlay	**354,238**	**850,218**	**1,000,000**	**4,795,085**	**420,000**	**(4,375,085)**
TOTAL	**$ 7,848,338**	**$ 8,866,697**	**$ 10,326,500**	**$ 14,327,793**	**$ 9,630,300**	**$ (4,697,493)**

Police

The Rocklin Police Department provides law enforcement services to the citizens of Rocklin.



The Department consists of three divisions: Administration, Operations, and Support Services.

ADMINISTRATION DIVISION

The Administration Division provides support to other divisions of the department. It also includes the Professional Standards Unit (PSU), which is primarily responsible for protecting the integrity and reputation of the Police Department. This entails managing the agency's mandated training requirements to overseeing the complaint and commendation processes of police personnel. The PSU, in collaboration with Human Resources, coordinates testing, interviewing and background investigations to recruit the best possible candidates.

OPERATIONS DIVISION

The Operations Division is the largest division in the Department, and consists of several police units including Patrol, SWAT, Animal Control, Canine, Reserve Program, Field Training, and Community Services.

SUPPORT SERVICES DIVISION

The Support Services Division consists of the Communications Center, Records, Technical Services, Crime Prevention, Volunteers and our Investigative Units. The internal Investigative Units include, but are not limited to: Detectives, Community Oriented Policing and Problem Solving (COPPS), Traffic/Motors, and our Youth Services Unit covering Sierra College, Rocklin High School, Whitney High School, Victory High School, all Rocklin Unified Middle and Elementary Schools. Additionally, RPD Officers in this Division are assigned to the following regional taskforces: Placer County Special Investigations Unit (SIU), the Regional Auto Theft Task Force (RATTF), and TRIDENT.

ACCOMPLISHMENTS

- The newly created COPPS Unit worked in collaboration with Code Enforcement to clear 165 debris sites associated with the unhoused population, while facilitating connections for 30 individuals with various services.
- Successfully established a Rocklin Police Department sub-station on the west side of the city, providing officers in the area with a dedicated location for report writing and conducting interviews, thereby eliminating the need for travel across town. Since its opening, the sub-station has contributed to an approximate 40-second reduction in response time for Beat 4.
- Secured a $300,000 grant to replace the command trailer, enhancing emergency coordination with a new mobile command center.
- Increased the department's presence and engagement across various social media platforms, enhancing community outreach, problem-solving, investigations, and crime prevention.
- Developed a recruitment-specific website for the Department tailored to potential applicants already in the industry, providing comprehensive information for Lateral Police Officer candidates.
- Coordinated and participated in over 20 community meetings and outreach events, including but not limited to, Every 15 minutes, Neighborhood Watch Block Captain Meetings, Coffee with a Cop, Traffic Committee Town Hall, Rocklin Chamber of Commerce presentations, and lunchtime events at Rocklin middle schools.
- Expanded the department's communication capabilities by acquiring additional digital radios, enhancing interoperability and efficiency in collaboration with allied agencies.

GOALS AND OBJECTIVES

- Continue to build and shape the Rocklin Intelligence Center to best fit the needs of this community. Work collaboratively with allied agencies to share information and increase crime solvability potential. *(SAFE)*
- Provide professional training that fosters the development of employees to achieve career goals and excel both professionally and personally. Equip our workforce with the essential knowledge and skills required to deliver the highest standards of police services to the community. *(SAFE)*
- Continue to promote recruitment efforts and explore innovative strategies to attract highly qualified individuals. *(SAFE)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- None.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Administrative Analyst	0.50	0.50	0.50	0.50	0.50	-
Assistant Evidence/Property Technician	-	-	-	1.00	1.00	
Community Service Officer	6.00	6.00	6.00	6.00	6.00	-
Crime Analyst	1.00	1.00	1.00	1.00	1.00	-
Evidence/Property Technician	1.47	1.47	1.50	1.00	1.00	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	-
Manager of Police Records and Comm	1.00	1.00	1.00	1.00	1.00	-
Police Captain	2.00	2.00	2.00	2.00	2.00	-
Police Chief	1.00	1.00	1.00	1.00	1.00	-
Police Clerk	0.47	0.47	0.50	-	-	-
Police Lieutenant	3.00	3.00	3.00	3.00	3.00	-
Police Officer	48.00	50.00	52.00	52.00	52.00	-
Police Records Clerk	3.00	3.00	3.00	-	-	-
Police Records Supervisor	1.00	1.00	1.00	1.00	1.00	-
Police Records Technician	-	-	-	3.00	3.00	-
Police Sergeant	9.00	9.00	9.00	9.00	9.00	-
Public Safety Dispatch Supervisor	2.00	2.00	2.00	2.00	2.00	-
Public Safety Dispatcher I/II	10.00	10.00	10.00	10.00	10.00	-
TOTAL	**90.44**	**92.44**	**94.50**	**94.50**	**94.50**	**-**

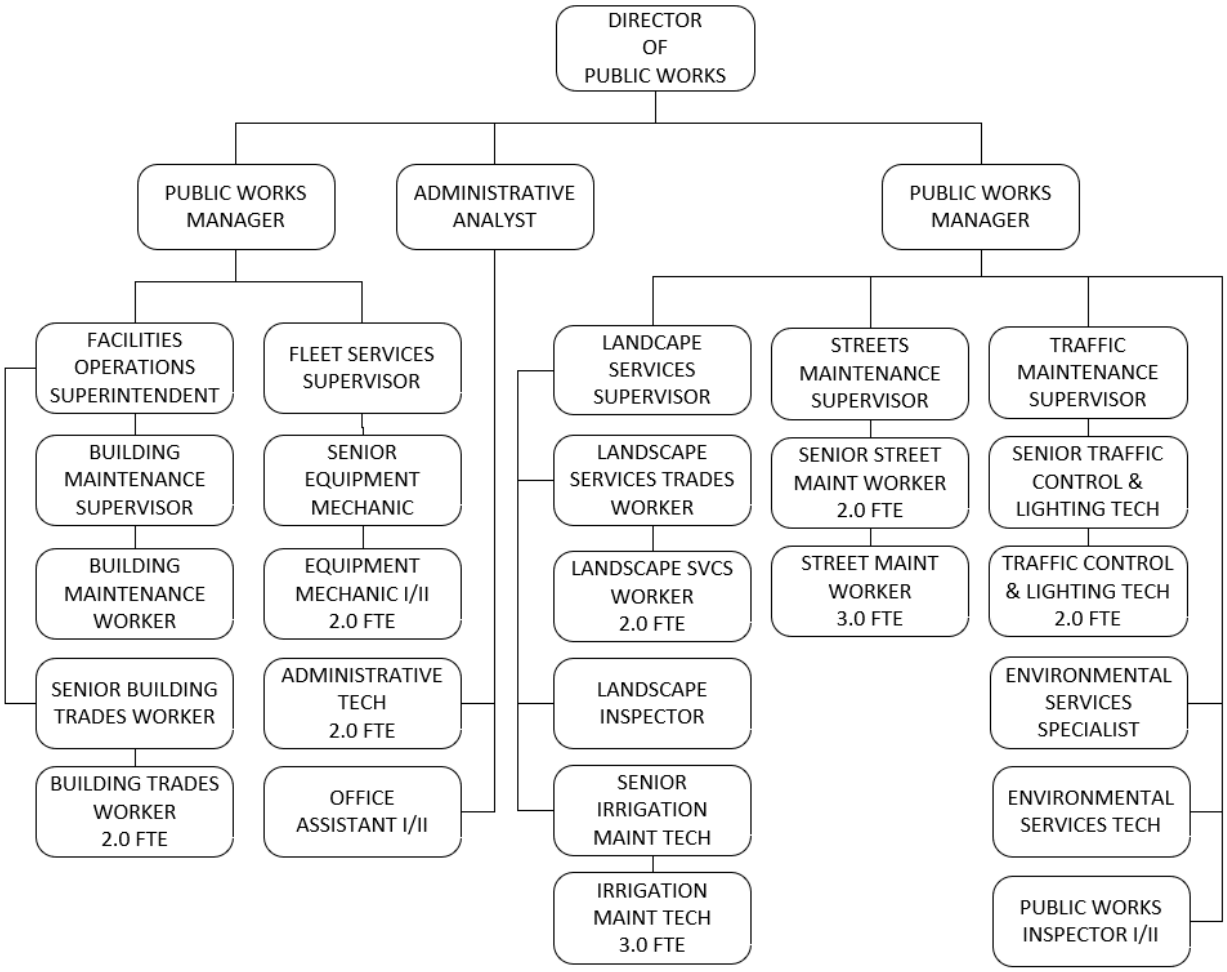
FUNDING SOURCES						
General Fund	$ 19,328,096	$ 27,541,843	$ 23,931,150	$ 24,864,197	$ 24,190,400	$ (673,797)
Asset Forfeiture - State	144,045	94,538	50,000	85,874	65,000	(20,874)
Grants/Other Reimbursables	92,640	-	-	-	-	-
Low & Moderate Income Housing Asset	-	-	2,500	2,500	2,500	-
Quarry Park Amphitheater Events	13,591	14,560	8,800	8,800	12,500	3,700
Supp Law Enforcement Services AB 3229	173,673	181,147	189,300	189,300	190,000	700
Traffic Safety/Police Grants	443,199	319,978	186,700	677,510	130,700	(546,810)
TOTAL	**20,195,244**	**28,152,066**	**24,368,450**	**25,828,181**	**24,591,100**	**(1,237,081)**
Department Revenues	2,322,001	8,829,572	1,851,500	2,342,310	1,787,000	(555,310)
Net Resources/(Uses)	**$ (17,873,243)**	**$ (19,322,494)**	**$ (22,516,950)**	**$ (23,485,871)**	**$ (22,804,100)**	**$ 681,771**

DIVISION BUDGET SUMMARY						
Administration	1,562,093	1,851,750	2,166,700	2,179,653	1,778,200	(401,453)
Investigations	4,725,907	4,932,764	5,455,400	5,511,823	6,590,500	1,078,677
Operations	11,367,689	18,587,395	13,578,800	14,918,233	13,107,500	(1,810,733)
Support Services	2,539,555	2,780,157	3,167,550	3,218,472	3,114,900	(103,572)
TOTAL	**$ 20,195,244**	**$ 28,152,066**	**$ 24,368,450**	**$ 25,828,181**	**$ 24,591,100**	**$ (1,237,082)**

BUDGET SUMMARY	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
Staffing						
Salaries & Benefits	$17,368,129	$18,667,424	$20,595,200	$20,709,170	$20,816,700	$ 107,530
Subtotal Staffing	**17,368,129**	**18,667,424**	**20,595,200**	**20,709,170**	**20,816,700**	**107,530**
Conracted Services						
Professional Services	225,677	318,069	622,700	652,062	516,600	(135,462)
Maintenance Contracts	276,285	325,654	194,100	268,823	390,600	121,777
Subtotal Professional Services	**501,962**	**643,723**	**816,800**	**920,885**	**907,200**	**(13,685)**
Operating Expenses						
Advertising	3,419	17,625	20,500	20,500	6,500	(14,000)
Communications	11,450	41,690	48,600	48,600	50,100	1,500
Insurance Premiums	4,259	6,622	9,000	9,000	9,500	500
Licenses and Memberships	17,632	10,279	20,850	20,850	11,700	(9,150)
Non-Capital Equipment	264,055	112,303	195,500	208,372	171,100	(37,272)
Other Operating Expenses	12,158	3,624	-	600	-	(600)
Recruitments	5,228	7,470	14,000	14,000	20,000	6,000
Rental/Lease	-	11,241	24,000	24,000	24,000	-
Repair & Maintenance	55,330	6,507	31,000	31,000	40,300	9,300
Reserve Officer Expense	3,732	2,014	7,000	7,000	7,300	300
Supplies	233,059	136,373	184,000	186,007	167,100	(18,907)
Travel/Training/Meals	84,941	159,755	107,700	112,400	122,100	9,700
Uniforms	36,827	33,992	80,000	125,647	103,500	(22,147)
Utilities	-	1,124	-	-	5,700	5,700
Vehicle O&M/Fuel	724,395	950,120	1,212,800	1,212,800	1,336,000	123,200
Vehicle Replacement	488,771	273,486	761,800	1,587,650	478,700	(1,108,950)
Subtotal Operating Expenses	**1,945,256**	**1,774,225**	**2,716,750**	**3,608,426**	**2,553,600**	**(1,054,826)**
Other Uses						
Transfer to General Fund	266,313	7,020,947	189,300	189,300	307,400	118,100
Transfer to Special Revenue Fund	3,143	11,442	44,400	44,400	-	(44,400)
Transfer to Technology Fee	3,422	3,850	6,000	6,000	6,200	200
Subtotal Other Uses	**272,878**	**7,036,239**	**239,700**	**239,700**	**313,600**	**73,900**
Capital Outlay	**107,019**	**30,455**	**-**	**350,000**	**-**	**(350,000)**
TOTAL	**$20,195,244**	**$28,152,066**	**$24,368,450**	**$25,828,181**	**$24,591,100**	**$ (1,237,081)**

Public Works

The primary responsibility of the Public Works Department is to maintain the City's infrastructure in support of the community, the City's General Plan, and other City departments. The department designs, builds, and maintains facilities and other public areas, coordinates street excavation and pavement maintenance work, manages the City's vehicle and equipment fleet, monitors water quality, and regulates street and sidewalk use while enhancing and protecting the public rights-of-way. The department's name was revised from Public Services to Public Works Department to better represent the comprehensive services it offers as part of the budget.



The department consists of seven divisions: Streets, Environmental Services, Landscape, Traffic, Facilities, Fleet Services and Administration.

STREETS DIVISION

The Streets Division is responsible for streets and alleys, storm water and creek maintenance, open space maintenance, and the City's rights-of-way.

ENVIRONMENTAL SERVICES DIVISION

The Environmental Services Division is responsible for federal/state/local regulatory processes, procedures, permitting, and programs. The City's grazing, weed abatement, environmental, related community partnerships, and departmental risk management oversight are managed by this division.

LANDSCAPE DIVISION

The Landscape Division manages and repairs all landscape on City-owned streets, rights-of-way, and pocket parks. This includes the installation and maintenance of all City-owned fencing within the City right-of-way.

TRAFFIC DIVISION

The Traffic Division is responsible for the safe and efficient movement of people, goods, and services throughout City roadways. The division manages the traffic signals, streetlights, and all signs and roadway markings.

FACILITIES DIVISION

The Facilities Division is responsible for the design, development, and maintenance of all City facilities, including City Administrative Offices, Police, Fire, Recreation, and Rental Facilities.

FLEET SERVICES DIVISION

The Fleet Services Division acquires and maintains all City vehicles, including fire trucks, police cars and construction and maintenance equipment.

ADMINISTRATION DIVISION

The Administration Division provides administrative assistance/support to all divisions within the department. This includes, but is not limited to, project bid development and tracking, contract documentation management, financial and budget development and monitoring, as well as general administrative duties.

ACCOMPLISHMENTS

- Completed Mountaingate Area Pavement Reconstruction, replacing existing asphalt with new pavement, extending the life of the roadways in the subdivision by 15 years.
- Completed the Springview Area Pavement Resurfacing project, applying a surface treatment to the roadway, increasing pavement longevity by 7 years.
- Completed approximately 60 ADA pedestrian ramp upgrades in the Springview Drive and Woodside Neighborhoods as part of the City's ADA Transition Plan.
- Completed pipelining of dual 72-inch corrugated metal pipes along Fairway Drive and Cameo Drive area, relining approximately 680 linear feet of 66-inch-wide corrugated metal pipe.
- Collaborated with PCWA on the initial phase of the watermain replacement along Midas Avenue between Argonaut Avenue and Clover Valley Road.
- Partnered with the Engineering Division, completed the design and construction of the Sunset Boulevard Median Reconfiguration Project near Pacific Street, and the Bradford/Wyckford Drainage and ADA improvements.
- Completed the Fire Station Security Fencing project at Fire Stations 24 and 25.
- Ordered Two Type III fire apparatus for construction, with anticipated delivery in summer of 2024.
- Completed the remodel of City Council Chambers to enhance ADA accommodations and community access.

- Continued implementation on SB 1383 organic waste reduction requirements by acquiring equipment for leaf collection services and coordinating with Placer County on Meal-Pass App for Rocklin businesses.
- Reduced the City's per intersection cost for the traffic cameras and service connections for the City's Intelligent Transportation System Network, facilitating future expansion of services to additional intersections at a fixed rate.

GOALS AND OBJECTIVES

- Implement rebranding process from Public Services to Public Works to better articulate interdepartmental changes that have occurred over the last several years. *(SUSTAINABLE)*
- Update the department-specific strategic plan to align the department's goals and objectives with each of the City's supporting pillars: Resilient, Vibrant, Livable, Sustainable, and Safe.
- Complete the City Hall Office Space Study to address operational challenges and current spatial requirements at City Hall. *(RESILIENT, SUSTAINABLE)*
- Collaborate with the Engineering Division to update the Stormwater Conveyance System and Drainage Infrastructure Prioritization Plan, identifying and prioritizing the remaining areas that need to be addressed. *(RESILIENT, SUSTAINABLE)*
- Update the City-wide Americans with Disability Act Transition Plan to set project priorities. *(RESILIENT)*
- Update the Infrastructure Reserve Study for Fleet and Facilities Divisions and collaborate with Finance to establish a funding plan for suitable replacement funds. *(RESILIENT, SUSTAINABLE)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- Added one Landscape Inspector (1.0 FTE) position for inspection, construction, and repair of landscapes. This position is funded by Gas Tax, Landscape and Lighting Maintenance District No. 2 and Community Facilities District No. 5.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Administrative Analyst	1.00	1.00	1.00	1.00	1.00	-
Administrative Technician	-	-	-	2.00	2.00	-
Assistant Civil Engineer	1.00	1.00	-	-	-	-
Associate Civil Engineer	1.00	1.00	-	-	-	-
Building Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	-
Building Maintenance Worker	1.00	1.00	1.00	1.00	1.00	-
Building Trades Worker	2.00	2.00	2.00	2.00	2.00	-
Director of Public Services	1.00	1.00	1.00	1.00	-	(1.00)
Director of Public Works	-	-	-	-	1.00	1.00
Environmental Services Specialist	1.00	1.00	1.00	1.00	1.00	-
Environmental Services Technician	1.00	1.00	1.00	1.00	1.00	-
Equipment Mechanic I/II	3.00	2.00	2.00	2.00	2.00	-
Facilities Operations Superintendent	1.00	1.00	1.00	1.00	1.00	-
Fleet Services Supervisor	1.00	1.00	1.00	1.00	1.00	-
Irrigation Maintenance Technician	3.00	3.00	3.00	3.00	3.00	-
Landscape Inspector	-	-	-	-	1.00	1.00
Landscape Services Supervisor	1.00	1.00	1.00	1.00	1.00	-
Landscape Services Trades Worker	1.00	1.00	1.00	1.00	1.00	-
Landscape Services Worker	1.00	1.00	2.00	2.00	2.00	-

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY (continued)						
Office Assistant I/II	1.00	1.00	1.00	1.00	1.00	-
Public Services Business Technician	1.00	2.00	2.00	-	-	-
Public Services Manager	2.00	2.00	2.00	2.00	-	(2.00)
Public Works Inspector I/II	1.00	1.00	1.00	1.00	1.00	-
Public Works Manager	-	-	-	-	2.00	2.00
Senior Building Trades Worker	1.00	1.00	1.00	1.00	1.00	-
Senior Construction Inspector	1.00	1.00	-	-	-	-
Senior Equipment Mechanic	-	1.00	1.00	1.00	1.00	-
Senior Irrigation Maintenance Technician	1.00	1.00	1.00	1.00	1.00	-
Senior Street Maintenance Worker	2.00	2.00	2.00	2.00	2.00	-
Senior Traffic Control and Lighting Tech	1.00	1.00	1.00	1.00	1.00	-
Street Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	-
Street Maintenance Worker I/II	3.00	3.00	3.00	3.00	3.00	-
Traffic Control and Lighting Technician	2.00	2.00	2.00	2.00	2.00	-
Traffic Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	-
TOTAL	**39.00**	**40.00**	**38.00**	**38.00**	**39.00**	**1.00**
FUNDING SOURCES						
General Fund	$ 3,310,957	$ 4,129,597	$ 4,972,100	$ 6,137,658	$ 3,981,600	$ (2,156,058)
American Rescue Plan Act	100,295	9,069	500,000	528,900	-	(528,900)
Bicycle and Pedestrian	-	70,000	-	-	-	-
Boroski Landfill Monitoring	28,324	22,213	28,100	28,100	28,100	-
Capital Construction Fees	113,435	-	1,298,700	1,435,000	-	(1,435,000)
CDBG - HUD Entitlement	197,467	182,330	195,100	197,570	200,000	2,430
CFD No. 6 Open Space Maintenance	235,954	289,394	310,500	314,300	322,300	8,000
Community Facilities District No. 5	2,236,690	2,330,445	2,562,700	2,595,600	2,984,500	388,900
Gas Tax	1,471,830	1,447,854	707,100	1,054,289	1,491,300	437,011
Grants/Other Reimbursables	-	9,926	60,300	142,700	146,200	3,500
Lighting Maintenance District No. 1	234,683	236,925	231,800	234,400	229,900	(4,500)
Oak Tree Mitigation Fees	74,506	75,384	78,500	78,500	78,500	-
Public Facilities Impact Fees	-	96,800	-	-	-	-
Sales Tax SB 325	3,000,872	3,261,968	3,864,800	4,857,678	3,070,700	(1,786,978)
SB 1 - Road Maintenance & Rehabilitation	1,861,608	1,422,200	729,600	819,331	1,350,000	530,669
SB 325 Transit Fund	590,582	516,499	1,023,600	1,023,600	1,315,000	291,400
Streets Sr/Grants Fund	3,129,317	4,292,929	-	-	-	-
Traffic Circulation Impact Fee	-	805	-	-	-	-
Vehicle Fleet Management	2,474,894	2,710,657	3,459,800	3,688,987	3,609,100	(79,887)
Wetlands Maintenance Parcel 34	2,427	2,512	2,600	2,600	2,700	100
Whitney Ranch Interchange Fees	3,279	-	-	-	-	-
Whitney Ranch Trunk Sewer Project	29,848	1,388,282	-	-	-	-
Landscaping & Lighting Maint. District No. 2	2,191,222	2,163,778	2,425,600	2,454,800	2,735,600	280,800
American Disabilities Act	4,331	-	-	-	-	-
TOTAL	**21,292,521**	**24,659,567**	**22,450,900**	**25,594,013**	**21,545,500**	**(4,048,513)**
Department Revenues	6,520,074	8,454,267	6,053,000	5,637,870	4,014,900	(1,622,970)
Net Resources/(Uses)	**$ (14,772,447)**	**$ (16,205,300)**	**$ (16,397,900)**	**$ (19,956,143)**	**$ (17,530,600)**	**$ 2,425,543**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
DIVISION BUDGET SUMMARY						
Administration	$ 254,181	$ 300,011	$ 437,700	$ 463,508	$ 494,900	$ 31,392
Engineering	5,604,312	7,206,223	-	-	-	-
Facilities	2,390,324	2,684,089	5,857,500	7,162,450	2,997,400	(4,165,050)
Fleet Services	2,474,894	2,710,657	3,459,800	3,688,987	3,609,100	(79,887)
Landscape	3,090,828	3,190,551	3,568,300	3,621,700	3,820,700	199,000
Traffic Signals & Lighting/Operations	2,138,346	2,153,360	2,342,100	2,381,350	2,756,700	375,350
Streets	5,339,636	6,414,676	6,785,500	8,276,018	7,866,700	(409,318)
TOTAL	**$ 21,292,521**	**$ 24,659,567**	**$ 22,450,900**	**$ 25,594,013**	**$ 21,545,500**	**$ (4,048,513)**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	5,227,442	5,135,890	5,444,500	5,444,500	5,886,100	441,600
Subtotal Staffing	**5,227,442**	**5,135,890**	**5,444,500**	**5,444,500**	**5,886,100**	**441,600**
Contracted Services						
Professional Services	2,557,289	3,038,473	3,343,000	3,382,158	3,842,700	460,542
Maintenance Contracts	242,017	262,063	298,000	296,000	260,000	(36,000)
Subtotal Professional Services	**2,799,306**	**3,300,536**	**3,641,000**	**3,678,158**	**4,102,700**	**424,542**
Operating Expenses						
Communications	33,925	35,804	34,600	34,600	27,900	(6,700)
Fleet Non-Capital	-	9,947	10,000	10,000	10,000	-
Fuel/Oil	449,143	511,401	525,000	525,000	525,000	-
Insurance Premiums	111,179	113,843	125,000	125,000	140,000	15,000
Licenses and Memberships	160,529	173,218	82,600	84,600	78,000	(6,600)
Non-Capital Equipment	59,910	1,350,803	40,000	40,000	118,200	78,200
Other Operating Expenses	3,300	-	-	-	-	-
Placer County Collection Fee	114	125	-	-	-	-
Rental/Lease	43,129	44,672	58,000	66,000	84,500	18,500
Repair & Maintenance	2,949,084	1,772,117	1,527,500	2,087,631	1,155,400	(932,231)
Supplies	448,881	473,270	494,200	484,200	458,000	(26,200)
Travel/Training/Meals	27,471	40,572	39,000	41,000	54,100	13,100
Uniforms	5,456	2,839	4,300	4,300	4,500	200
Utilities	2,055,643	2,031,958	2,172,700	2,172,700	2,848,000	675,300
Vehicle O&M	192,950	203,180	225,000	225,000	225,000	-
Vehicle O&M/Fuel	570,739	601,637	686,900	686,900	701,600	14,700
Vehicle Replacement	444,145	36,425	231,900	606,487	310,700	(295,787)
Subtotal Operating Expenses	**7,555,598**	**7,401,811**	**6,256,700**	**7,193,418**	**6,740,900**	**(452,518)**
Other Uses						
Engineering Transfer Out	79,800	165,600	53,600	53,600	-	(53,600)
Transfer to Capital Improvement	-	-	500,000	500,000	-	(500,000)
Transfer to General Fund	2,427	12,438	1,251,900	1,251,900	32,200	(1,219,700)
Transfer to Technology Fee	7,882	7,507	8,800	8,800	7,900	(900)
Subtotal Other Uses	**90,109**	**185,545**	**1,814,300**	**1,814,300**	**40,100**	**(1,774,200)**
Debt Service/Depreciation	**840,133**	**992,751**	**1,345,400**	**1,345,400**	**1,338,200**	**(7,200)**
Capital Outlay	**4,779,932**	**7,643,034**	**3,949,000**	**6,118,237**	**3,437,500**	**(2,680,737)**
TOTAL	**$21,292,521**	**$24,659,567**	**$22,450,900**	**$25,594,013**	**$21,545,500**	**$ (4,048,513)**

Non-Departmental

Activities accounted for in the Non-Departmental section include costs and programs that are not directly associated with an individual department. Examples of expenditures budgeted in this section includes City-wide general liability expenditure budget allocated to each fund, transfers out to reserves, and resource transfers to other funds.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
There are no positions in this budget	-	-	-	-	-	-
TOTAL	**-**	**-**	**-**	**-**	**-**	**-**
FUNDING SOURCES						
General Fund	$ 1,219,572	$ 8,193,230	$ 3,118,800	$ 4,523,350	$ 3,040,700	$ (1,482,650)
American Rescue Plan Act	-	6,838,730	-	-	-	-
CFD No. 6 Open Space Maintenance	35,534	48,938	50,300	50,300	54,700	4,400
Community Facilities District No. 10	-	13,096,206	-	-	-	-
Community Facilities District No. 5	677,601	806,489	800,200	800,200	959,000	158,800
Community Park Fees	1,543	2,939	-	-	-	-
Cons. Easement Endowment	1,134	8,472	11,500	11,500	14,100	2,600
Gas Tax	237,338	270,738	193,300	193,300	280,500	87,200
Landscaping & Lighting Maint. District No. 2	306,396	354,956	345,600	345,600	418,600	73,000
Lighting Maintenance District No. 1	1,943	-	5,400	5,400	6,300	900
Oak Tree Mitigation Fees	17,055	20,730	-	-	-	-
Park Development Fees	-	6,464	-	-	-	-
Public Facilities Impact Fees	18,406	17,157	-	-	-	-
Quarry Park Adventures Reserve	-	-	-	-	240,000	240,000
Quarry Park Amphitheater Events	274	437	800	800	900	100
Sales Tax SB 325	381,712	503,649	1,004,200	1,004,200	808,300	(195,900)
Traffic Circulation Impact Fee	105,464	38,563	69,300	69,300	105,400	36,100
Vehicle Fleet Management	61,395	68,417	84,900	84,900	96,300	11,400
Whitney Ranch Trunk Sewer Project	-	349,414	44,500	44,500	28,900	(15,600)
TOTAL	**3,065,368**	**30,625,530**	**5,728,800**	**7,133,350**	**6,053,700**	**(1,079,650)**
Department Revenues	65,040,191	86,503,986	66,194,500	66,753,100	66,646,800	(106,300)
Net Resources/(Uses)	**$61,974,823**	**$55,878,457**	**$60,465,700**	**$59,619,750**	**$60,593,100**	**$ 973,350**

BUDGET SUMMARY	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Approved Budget FY2024/25	Change Increase/ (Decrease)
Staffing						
Salaries & Benefits	$ -	$ -	$ 40,000	$ 1,340,000	$ 40,000	$ (1,300,000)
Subtotal Staffing	**-**	**-**	**40,000**	**1,340,000**	**40,000**	**(1,300,000)**
Operating Expenses						
General Liability Insurance Allocation	1,093,704	1,255,521	1,859,100	1,859,100	2,193,800	334,700
Other Operating Expenses	-	-	1,150,000	1,150,000	800,000	(350,000)
Placer County Collection Fee	244,472	249,314	278,200	278,200	251,900	(26,300)
Subtotal Operating Expenses	**1,338,176**	**1,504,835**	**3,287,300**	**3,287,300**	**3,245,700**	**(41,600)**
Other Uses						
Transfer to Capital Improvement	-	1,098,000	-	-	-	-
Transfer to General Fund	-	7,845,794	44,500	94,500	268,900	174,400
Transfer to GF - Fac Maint. Allocation	165,700	179,100	199,100	199,100	218,800	19,700
Transfer to GF - ICA	1,436,490	1,786,489	2,077,100	2,077,100	2,160,800	83,700
Transfer to Internal Service	-	898,000	-	54,550	-	(54,550)
Transfer to Special Revenue Fund	1,134	8,472	11,500	11,500	14,100	2,600
Transfer to Technology Fee	123,428	41,348	69,300	69,300	105,400	36,100
Subtotal Other Uses	**1,726,751**	**11,857,204**	**2,401,500**	**2,506,050**	**2,768,000**	**261,950**
Debt Service/Depreciation	**440**	**36,684**	**-**	**-**	**-**	**-**
Capital Outlay	**-**	**17,226,806**	**-**	**-**	**-**	**-**
TOTAL	**$ 3,065,368**	**$ 30,625,530**	**$ 5,728,800**	**$ 7,133,350**	**$ 6,053,700**	**$ (1,079,650)**

DEBT SERVICE

Debt Service

The Debt Financing Program provides funding for capital improvements through various financing means such as lease revenue bonds, capital leases, notes payable, special tax bonds, or advances from other funds. Debt services are generally made in semi-annual installments. This budget contains debt service payments for certain funds.

Central to debt management is ensuring the City's compliance with federal, state, and local regulations. Other debt management functions include, but not limited to:

- Making full and timely debt payments.
- Maintaining credit ratings.
- Ensuring compliance with bond covenants.
- Facilitating project fund draws to ensure spend down in accordance with the Internal Revenue Services (IRS) expenditure requirements.
- Monitoring private activity/private use of tax-exempt financed assets and remediation as necessary.
- Meeting the continuing disclosure reporting requirements of the Municipal Securities Rulemaking Board, the IRS, the California State Controller's Office, and the California Debt and Investment Advisory Commission.
- Providing ongoing information to rating agencies and municipal bond insurers.
- Reviewing, assessing, and responding to inquiries from bond investors, while ensuring no selective disclosure occurs.
- Assisting with the management of the City funds associated with debt.
- Levy of special assessments and special taxes, and managing the delinquency and foreclosure process.

The Finance Division in the Administrative Services Department is responsible for issuing debt on behalf of the City, the Rocklin Public Financing Authority, assessment districts, and community facilities districts.

DEBT MANAGEMENT POLICY

The City of Rocklin has a Debt Management Policy that establishes the parameters within which debt may be issued and administered. The Debt Policy is intended to comply with Government Code Section 8855(I). Debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the City. Long-term Debt financing may be used for projects necessary to provide basic services, provides benefits over multiple years, and does not constitute an unreasonable burden to the City and its constituents. Refinancing is used to produce debt service savings or to realize benefits of a debt restructuring. Long-term debt financings will not be considered appropriate for current operating and routine maintenance expenses. Short-term debt may be issued to provide financing for the City's operation cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects. The City issues debt for the purposes stated in the Debt Management Policy and implements policy decisions incorporated in the annual operations budget.

2022 GENERAL FUND LOAN TO WHITNEY RANCH TRUNK SEWER FUND DEBT

On September 13, 2022, a Resolution was approved for the City of Rocklin's General Fund to loan the Whitney Ranch Trunk Sewer Fund $1,098,000, to finance the remaining amount needed for the increased sewer capacity capital improvement project. Future revenues collected from developments into the Whitney Ranch Trunk Sewer Fund will be used to repay the General Fund for this debt. Payments are made once per year, using the available fund balance in the Whitney Ranch Trunk Sewer Fund, until debt is paid off in full. The budgeted operating expenditures for each year will include transfers for the estimated debt service payment amounts due for that year. The FY 2024/25 budget includes transfers for debt repayment of $28,900.

2016 ROCKLIN PUBLIC FINANCING AUTHORITY LEASE REVENUE BONDS DEBT

On October 4, 2016, the Rocklin Public Financing Authority, on behalf of the City of Rocklin, 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. Payments are made twice per year, with the final payment due November 1, 2040. The budgeted operating expenditures for each year will include the debt service payment amounts due for that year. The FY 2024/25 budget includes expenditures for principal of $315,000 and interest of $214,500.

DEFINITIONS

Governmental Funds

GENERAL FUNDS

General Fund 100	The primary operating fund of the City. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.
General Fund ARPA 166	In 2023, funds from the American Rescue Plan Act (ARPA) were used to reimburse the City's ARPA-eligible General Fund expenses. This fund accounts for the resources allocated to support local communities in need and general government purposes.
Americans with Disabilities Act (ADA) 737	The ADA is a federal civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including all public and private places that are open to the general public. This fund accounts for monies used for services and improvements to facilities for individuals with disabilities.
Boroski Landfill Monitoring 727	This fund accounts for costs to monitor the previous Landfill area.
Building Reserve 180	Pursuant to the City's Key Management Practices, the Building Reserve Fund accounts for set aside funds to fund capital maintenance projects to sustain existing City facilities or to support the expansion of existing City facilities to address the workforce needs of the City services.
General Fund Economic Development 122	This fund accounts for committed funds previously set aside to be used for economic development activities pursuant to the City's Key Management Practices.
General Fund Quarry Park Adventure Shortfall 115	This is a general fund-type fund that accounts for a set aside for Quarry Park Adventures operating shortfalls.
General Fund Quarry Park Amphitheater Events 111	This is a general fund-type fund that accounts for the special event activities hosted by the Parks and Recreation Department at the Quarry Park Amphitheater.
Park Infrastructure 170	This fund accounts for committed funds previously set aside for parks infrastructure projects.
Retirees Health 151	This fund accounts for monies to fund the Retirees' Health premium payments and to fund the Retirees' Health Trust.
Technology Fees 130	This fund accounts for fees collected to cover the cost of e-commerce and related technology systems.

SPECIAL REVENUE FUNDS	
American Rescue Plan Act 266	This fund accounts for funds received through the Federal American Rescue Plan Act.
Asset Forfeiture (Federal) 243	This fund accounts for funds received by the Police Department from the Federal Government to share assets forfeited in cases worked on with joint efforts. Funds are to be used to support law enforcement efforts.
Asset Forfeiture (State) 242	This fund accounts for funds received by the Police Department from the State. 15% of these funds must be set aside to combat drug abuse and divert gang activity. Funds remaining after the 15% set aside are to be used to support law enforcement efforts.
Bicycle and Pedestrian 212	This fund accounts for SB 325 (Local Transportation Fund) amounts designated for Bicycle and Pedestrian transit needs of local government.
CASp Certification and Training 248	This fund accounts for SB 1186 monies collected for staff training for construction-related state accessibility requirements.
CDBG 2000 (Oak Court) 253	This fund accounts for State Community Development Block Grant funds received for the City's down payment assistance program for purchasers of Oak Court residences.
CDBG First-Time Home Buyers 254	This fund accounts for State Community Development Block Grant funds received for the City's down payment assistance program for first time home buyers.
CDBG Housing and Urban Development Entitlement 257	This fund accounts for funds received from Federal Community Development Block Grant entitlement grant awards to be used for Public Services, Housing and Capital, Planning and Administration of Grant.
CDBG Housing Rehabilitation 251	This fund accounts for State Community Development Block Grant funds received for the City's Housing Rehabilitation Program.
CDBG HUD Coronavirus 258	This fund accounts for funds received from the Federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) through the Department of Housing and Urban Development to be used to prevent, prepare for, and respond to COVID-19.
Community Facilities District 1 231	This fund accounts for special tax monies used for fire protection, fire suppression, and paramedic services.
Community Facilities District 5 232	This fund accounts for special tax monies used for streets and parkway lights, streetscapes, open space and parks.
Community Facilities District 6 233	This fund accounts for special tax monies used for operation and maintenance of open space and storm drainage facilities.

Costco Settlement 209	Funds are to be used in accordance with the Settlement Agreement between Costco, Town of Loomis, and City of Rocklin, dated October 2022.
DOF Treasury Coronavirus 259	This fund accounts for funds received from the CARES Act through the Department of Finance to be used to prevent, prepare for, and respond to COVID-19.
Grant & Other Reimbursables 275	This fund accounts for reimbursable costs for grants or other reimbursement agreements.
Low Carbon Transportation Program 219	This fund accounts for monies from the state-funded Low Carbon Transportation Program (LCTP) to reduce greenhouse gas emissions and improve mobility.
Lighting & Landscape Maintenance District No. 2 235	This fund accounts for special assessment monies used for lighting and landscape of public areas within the district.
Lighting Maintenance District No. 1 230	This fund accounts for special assessment monies used for lighting of public areas within the district.
Low and Moderate Housing 270	This fund accounts for the housing assets to be used for low and moderately low-income housing.
Motor Vehicle Fuel Tax (Gas Tax) 201	This fund accounts for monies received from the State of California under various State statutes. The allocations must be spent for street transportation-related purposes.
Opioid Settlement 247	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.
Park Development and Maintenance Tax 236	This fund accounts for special tax monies used for maintenance, development, repair and operation of parks.
Recreation Facilities Contribution 221	This fund accounts for monies collected for recreation facilities construction and improvements.
SB1- Road Maintenance & Rehab Allocation 205	This fund accounts for monies designated by the Road Repair and Accountability Act of 2017 (SB 1) to be used for maintenance, rehabilitation and safety improvements of streets and highways.
SB325 Sales Tax 210	This fund accounts for the remaining sales tax revenue collected in accordance with SB 325 (Local Transportation Fund) to be used for maintenance of streets.

SB325 Transit Funds 211	This fund accounts for monies from the SB 325 (Local Transportation Fund) and State Transit Assistance funds for the transit needs of local government.
Streets Grants Fund 240	This fund accounts for various grants related to street projects.
Supplemental Law Enforcement 736	This fund accounts for state funds received to be used for public safety purposes.
Traffic Safety/PD Grants 244	This fund accounts for monies received for traffic safety programs and police grants.
CAPITAL PROJECT FUNDS	
Capital Construction Tax 304	This fund accounts for taxes imposed on the privilege of the construction of new buildings; the conversion of any existing building from a non-residential to residential use; and an addition to any building. Funds can be used for development of public facilities and acquisition of fire equipment and is the funding source to pay the debt payments in the Capital Construction Debt Service Fund (Fund 400).
Community Center Impact Fee 328	This fund accounts for impact fees used for new or additions to existing community recreation center facilities.
Community Park Fees 301	This fund accounts for impact fees used for community parks and City-wide recreational facility construction and improvements to reduce the impacts caused by new development within the City.
NW Rocklin Community Park Fees 307	This fund accounts for impact fees used to fund the North West Rocklin Community Park.
Oak Tree Mitigation Fees 305	This fund accounts for fees used to help mitigate the decline of oak woodlands due to urbanization.
Park Development Fees 300	This fund accounts for fees to be used for the development, installation, servicing, maintenance, repair and operation of parks and related recreation and facilities.
Public Facilities Impact Fees 308	This fund accounts for impact fees used to fund expansion of public facilities to serve new development within the City.
Traffic Circulation Impact Fees 302	This fund accounts for impact fees used to finance street construction and improvements to reduce the impacts caused by new development within the City.
Trails Impact Fees 321	This fund accounts for impact fees used to construct additional trails to reduce the impacts caused by new development within the City.

Whitney Ranch Interchange Fees 325	This fund accounts for impact fees used to develop the Whitney Ranch/Highway 65 Interchange.
Whitney Ranch Trunk Sewer Project 306	This fund accounts for impact fees used to fund the Whitney Ranch Trunk Sewer Project.
DEBT SERVICE FUND	
Capital Construction Debt Service 400	This fund accounts for the principal and interest payments on capital construction debt such as Lease Revenue Bonds.
PERMANENT FUNDS	
Conservation Easement Endowment 729	This fund accounts for an endowment from which the income will fund initial preserve area maintenance and operations in Sunset Ranchos Phase I.
Wetlands Maintenance 728	This fund accounts for an endowment from which the income will fund ongoing maintenance of wetlands on a single lot parcel in Stanford Ranch Phase III.

Internal Services Funds

Fleet Management 500	An internal service fund used to account for the cost of maintenance of all City vehicles and a reserve to offset future replacement costs.
Risk Management 525	An internal service fund 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 reserves for Self-Insured Losses and Disaster Contingency.

Fiduciary Fund

Public Arts Trust Fund 739	This fund accounts for donations and expenditures for public arts projects.

Definitions

TERM	DEFINITION
Actual	Actual level of expenditures/FTE positions/revenues approved for fiscal year as noted.
Appropriation	An authorization by the City Council, which permits officials to incur obligations and expend City resources, for a specific purpose within a fiscal year.
Assessment	Revenue collected for City services that benefit properties in specific areas or districts.
Assessment District	A separate local government agency formed to provide specific services. Property owners within the Assessment District boundary pay the district in proportion to the benefits or services they receive.
Balanced Budget	The principal that the amount of budgeted expenditures is equal to or less than the amount of budgeted revenues plus other available resources.
Beginning/Ending Fund Balance	Unencumbered budgetary resources available in a fund from the prior/current year after payment of the prior/current year's expenses. Not necessarily cash on hand.
Budget	An annual financial plan consisting of draft/adopted expenditures for specific purposes and the draft/adopted means of financing them.
California Public Employees' Retirement System (CalPERS)	The nation's largest public pension fund, providing health and retirement benefits to more than 1.6 million state, public school, and local public agency employees, retirees, and their families. The City contracts with CalPERS for health and retirement benefits.
Capital Assets	Capital assets include land, improvements to land, easements, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.
Capital Improvement Program (CIP)	An ongoing five-year plan of single and multiple-year capital expenditures which is annually updated.

TERM	DEFINITION
Capital Outlay	A specific undertaking involving procurement, construction or installation of facilities, or related equipment, that improves, preserves, enhances, or modernizes the City's provision of municipal services, has a useful life in excess of one year, and costs in excess of $10,000. The threshold for infrastructure is in excess of $100,000. Capital outlays may include construction or major repair of City buildings and facilities such as streets, roads, storm drains, traffic signals, lights, parks, community centers, etc.
Community Facilities District (CFD)	The Mello-Roos Act (1982) allows any county, city, special district, school district, or joint powers authority to establish a CFD that allow for financing of public improvements and services. To establish a CFD, voters within the district must approve its creation by a two-thirds vote of property owners.
Debt Service	The costs of paying the principal and interest on borrowed money according to a predetermined payment schedule.
Department	Refers to the City Council; City Manager; City Attorney; City Clerk; Administrative Services, Community Development; Fire; Parks and Recreation; Police; and Public Works.
Division	A roll-up of units within a department. There are one or more units within a division.
Equipment	Capital outlay for tangible property of a relatively permanent nature, such as vehicles or equipment with a unit cost of $10,000 or more.
Expenditure	The actual spending of funds authorized by an appropriation.
Financial Accounting Standards Board (FASB)	An independent standards-setting body designated to set accounting and financial reporting standards for commercial entities and nongovernmental not-for-profit entities.
Fiscal Year (FY)	A time period designated by the City signifying the beginning and ending period for recording financial transactions. The City has a fiscal year from July 1 through June 30, referred to as FY 2024/25 or FY 25.
Full-Time Equivalent (FTE)	A unit indicating the workload of a position in order to distinguish workloads comparable to a full-time position. An FTE of 1.0 means that the position is equivalent to a full-time workload; an FTE of 0.5 means that the position is half-time.
Fund	A group of related accounts used to maintain control over resources that have been segregated for specific activities or purpose.

TERM	DEFINITION
Fund Balance	The total money remaining after current expenditures for operations and capital improvements are subtracted from the sum of the beginning fund balance and current resources.
Franchise Fee	A franchise fee is charged for the privilege of using public rights-of-way and property within the City for public or private purposes. The City assesses franchise fees on cable television providers, utilities, and trash collection contractors.
Generally Accepted Accounting Principles (GAAP)	Accounting rules used to prepare financial statements for publicly traded companies and many private companies in the United States. Generally accepted accounting principles for local and state governments operates under a different set of assumptions, principles, and constraints, as determined by the Government Accounting Standards Board (GASB).
Government Accounting Standards Board (GASB)	GASB was established for the purpose of creating and implementing consistent standards of accounting and financial reporting among all state and local governmental entities.
General Fund	The City's principal operating fund, which is supported by taxes and fees and which, generally, has no restrictions on its use. Expenditures may be described as discretionary and non-discretionary.
Grant	Contributions of cash or other assets provided by external agencies, which are restricted to a specific purpose, have a time limit for use, and frequently are reimbursed after incurring eligible costs.
Indirect Cost	Elements of costs necessary in the performance of a service that are not readily identified to the unit of service, such as administration, supplies, etc.
Internal Service Fund (ISF)	An ISF provides services to all City Departments and charges the various other funds for services rendered. ISFs should be self-supporting.
Non-Departmental	Program costs that do not relate to any one department, but represent costs of a general city-wide nature.
Ordinance	A law or regulation made by a city or town government.
Operating Budget	Annual appropriation of funds for ongoing program costs, including staffing, other services and supplies, equipment, debt service/depreciation.
Other Post-Employment Benefits (OPEB)	Benefits that an employee will begin to receive at the start of retirement, not including pension benefits.
Revised	Level of expenditures/FTE positions/Revenues reflecting adjustments made during the current fiscal year.

TERM	DEFINITION
Resolution	A formal declaration by the City Council.
Resources	Total dollars available for appropriation during the fiscal year, including estimated revenues, transfers-in, and beginning fund balance.
Revenue	Income received from the following categories: taxes, charges for fees and services; licenses and permits; use of money and property; intergovernmental; fines, forfeitures, and penalties; miscellaneous revenues; and transfers in from other funds.
Services and Supplies	Costs of contractual or outside services, office supplies, and equipment.
Staffing	The personnel costs of a City program, including salaries and wages, direct and indirect benefits, such as health insurance, retirement contribution, worker's compensation, unemployment insurance, etc.
Surplus	An excess of total current resources over total current requirements/obligations.
Variance	Changes in expenditures, revenues, or staffing levels between fiscal years.

ACRONYM	DESCRIPTION
AB	Assembly Bill
ACFR	Annual Comprehensive Financial Report
ADA	Americans with Disabilities Act
CalPERS	California Public Employees' Retirement System
CDBG	Community Development Block Grant
CMO	City Manager's Office
CSMFO	California Society of Municipal Finance Officers
CIP	Capital Improvement Program
DFEH	Department of Fair Employment and Housing
CDPH	California Department of Public Health
DOF	California Department of Finance
EIR	Environmental Impact Report
FY	Fiscal Year
FLSA	Fair Labor Standards Act
FMLA	Family Medical Leave Act
FT	Full-Time
PT	Part-Time
FTE	Full-Time Equivalent
GF	General Fund
GO	General Obligation
GAAFR	Governmental Accounting, Auditing, and Financial Reporting
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association of the United States of America
HIPPA	Health Insurance Portability and Accountability Act of 1996
IAFF	International Association of Fire Fighters
IS	Information System
IT	Information Technology
LT	Limited Term

ACRONYM	DESCRIPTION
MOU	Memorandum of Understanding
NCCSIF	Northern California Cities Self Insurance Fund
OSHA	Occupational Safety and Health Agency
PCI	Payment Card Industry
PCTPA	Placer County Transportation Planning Agency
PFFP	Public Facilities Financing Plan
PG&E	Pacific Gas and Electric
PPT	Permanent Part-Time
PRA	Public Records Act
SB	Senate Bill
STEAM	Science, Technology, Engineering, Arts, and Mathematics
STR	Short-Term Rental
TOT	Transient Occupancy Tax
TPT	Temporary Part-Time
VLF	Vehicle License Fee

APPENDICES

Appendix A: Fund Analysis

Fiscal Year 2024/25 Budget

Fund No.	Fund Description	Beginning Balance	Revenue	Expenditures	Interest	Transfers In	Transfers Out	Ending Balance
ALL FUNDS								
100	**General Fund Reserved**							
	Assigned Fund Balance	$ 5,122,750	$ -	$ 250,000	$ -	$ -	$ -	$ 4,872,750
	Operating Reserve	15,726,400	-	-	-	506,000	-	16,232,400
	General Fund Reserved Totals	**20,849,150**	**-**	**250,000**	**-**	**506,000**	**-**	**21,105,150**
	General Fund Unreserved	18,426,100	59,642,200	65,727,630	1,017,900	5,606,500	431,100	18,533,970
	Total General Fund	**39,275,250**	**59,642,200**	**65,977,630**	**1,017,900**	**6,112,500**	**431,100**	**39,639,120**
111	Quarry Park Amphitheater Events	(21,600)	85,000	140,900	-	-	-	(77,500)
115	Quarry Park Adventures Reserve	240,000	-	-	-	-	240,000	-
122	Economic Development	692,200	-	102,500	-	-	-	589,700
130	Technology Fee	760,800	-	596,200	-	510,800	-	675,400
151	Retirees Health	1,651,900	1,931,000	1,944,000	50,000	-	-	1,688,900
166	ARPA General Fund	2,115,900	-	-	-	-	-	2,115,900
170	Park Infrastructure Reserve	424,100	-	-	-	240,000	-	664,100
180	Building Reserve	1,387,000	-	-	-	-	-	1,387,000
201	Gas Tax	1,588,800	1,973,800	1,542,400	41,300	-	229,400	1,832,100
205	SB 1 - Road Maintenance & Rehabilitation	1,879,100	1,706,800	1,350,000	52,400	-	-	2,288,300
209	Costco Settlement	3,755,200	-	-	-	-	-	3,755,200
210	Sales Tax SB 325	2,051,000	4,477,100	5,709,300	54,200	-	778,100	94,900
211	SB 325 Transit Fund	87,700	1,227,300	1,315,000	-	-	-	-
221	Recreation Facilities Contribution	2,300	-	-	100	-	-	2,400
230	Lighting Maintenance District No. 1	-	251,800	249,300	-	-	2,500	-
231	Community Facilities District No. 1	-	2,410,200	24,100	-	-	2,386,100	-
232	Community Facilities District No. 5	5,825,200	7,326,200	6,023,900	181,000	14,100	870,700	6,451,900
233	CFD No. 6 Open Space Maintenance	299,300	380,400	333,900	8,600	-	46,900	307,500
235	Landscaping & Lighting Maint. District No. 2	1,400,100	2,757,900	2,795,200	32,000	-	386,600	1,008,200
236	Park Tax Special Assessment	-	659,000	6,600	-	-	652,400	-
240	Streets Sr/Grants Fund	-	3,550,000	3,550,000	-	-	-	-
242	Asset Forfeiture - State	443,400	-	65,000	17,500	-	-	395,900
243	Asset Forfeiture - Federal	18,400	-	-	600	-	-	19,000
244	Traffic Safety/Police Grants	-	130,700	13,300	-	-	117,400	-
247	Opioid Settlement	1,300	-	-	-	-	-	1,300
248	CASp Certification & Training	83,300	-	10,000	-	-	-	73,300
251	CDBG Housing Rehabilitation	155,700	-	-	-	-	-	155,700
	CDBG Housing Rehabilitation Loans	188,000	-	-	-	-	-	188,000
253	CDBG 2000 - Oak Court	265,600	-	-	-	-	-	265,600
	CDBG 2000 - Oak Court Loans	110,000	-	-	-	-	-	110,000
254	CDBG - First Time Home Buyers	103,200	-	-	-	-	-	103,200
	CDBG - First Time Home Buyers Loans	21,000	-	-	-	-	-	21,000
257	CDBG - HUD Entitlement	-	302,750	242,750	-	-	60,000	-
270	Low & Moderate Income Housing Asset	6,666,000	-	4,997,500	270,300	-	150,000	1,788,800
	Low & Moderate Income Loans	3,939,400	-	-	-	-	-	3,939,400
275	Grants/Other Reimbursables	-	251,200	167,700	-	-	83,500	-
300	Park Development Fees	596,700	297,800	-	-	-	-	894,500
301	Community Park Fees	212,300	466,900	-	-	-	-	679,200
302	Traffic Circulation Impact Fee	15,701,900	1,717,500	653,400	521,000	-	120,000	17,167,000
	Traffic Circ Impact Fee Loans	759,800			-	-		759,800
304	Capital Construction Fees	3,341,700	623,000	25,000	-	-	532,400	3,407,300
	Reserve For LRBS Debt Service	1,059,300	-	-	-	-	-	1,059,300
305	Oak Tree Mitigation Fees	436,800	40,000	157,500	-	-	2,400	316,900
306	Whitney Ranch Trunk Sewer Project	-	28,900	-	-	-	28,900	-
307	North West Rocklin Community Park Fees	233,000	71,100	-	-	-	-	304,100
308	Public Facilities Impact Fees	1,235,500	80,100	-	-	-	-	1,315,600
321	Trails Impact Fees	26,100	25,000	-	1,200	-	-	52,300
325	Whitney Ranch Interchange Fees	1,442,900	53,300	700,000	37,600	-	47,300	786,500

Appendix A: Fund Analysis (continued)

Fiscal Year 2024/25 Budget

Fund No.	Fund Description	Beginning Balance	Revenue	Expenditures	Interest	Transfers In	Transfers Out	Ending Balance
ALL FUNDS								
328	Community Recreation Center Facility Impact Fees	$ 67,500	$ 34,300	$ -	$ 2,600	$ -	$ -	$ 104,400
400	Capital Construction - Debt Service	-	-	532,400	-	532,400	-	-
500	Vehicle Fleet Management	5,829,600	3,468,200	3,640,000	172,300	-	65,400	5,764,700
	Vehicle Fleet Net Capitalized Assets	6,063,600	-		-	-	-	6,063,600
525	Risk Management	1,246,400	4,904,700	4,975,100	123,700	-	-	1,299,700
	Risk Mgmt - Reserves-Self Ins Losses; Disaster Cont; NCCSIF	4,078,500	-	-	-	-	-	4,078,500
727	Boroski Landfill Monitoring	-	-	28,100	-	28,100	-	-
728	Wetlands Maintenance Parcel 34	53,800	-	-	-	-	2,700	51,100
729	Cons. Easement Endowment	453,500	-	-	14,100	-	14,100	453,500
736	Sup Law Enforcement Services AB 3229	-	190,000	-	-	-	190,000	-
	TOTAL	**$ 118,248,450**	**$ 101,064,150**	**$ 107,868,680**	**$ 2,598,400**	**$ 7,437,900**	**$ 7,437,900**	**$ 114,042,320**

Appendix B: Salary Schedule

JOB CLASSIFICATION	Bargaining Unit	Schedule	Range	Minimum	Maximum	No. of FTE*
Accountant I	AFSCME	B	28	67,701	92,270	-
Accountant II	AFSCME	B	33	76,598	104,395	1.00
Accounting Technician I	AFSCME	B	21	56,955	77,623	-
Accounting Technician II	AFSCME	B	25	62,867	85,682	2.00
Administrative Analyst	AFSCME	B	39	88,830	121,066	3.00
Administrative Assistant	AFSCME	B	23	59,838	81,553	4.00
Administrative Office Assistant	Confidential	B	11	50,639	69,016	1.00
Administrative Office Clerk	Confidential	B	6	44,758	61,000	0.50
Administrative Technician	AFSCME	B	27	66,050	90,019	3.00
Animal Control Officer	Police	B	NSP6	60,080	81,882	-
Assistant City Attorney	Management	B	31	145,017	197,643	1.00
Assistant City Manager	Management	B	38	172,380	234,936	1.00
Assistant Civil Engineer	AFSCME	B	35	80,476	109,680	1.00
Assistant Evidence and Property Technician	Police	B	NSP7	58,887	80,257	1.00
Assistant Land Surveyor	AFSCME	B	37	84,550	115,232	-
Assistant Planner	AFSCME	B	33	76,598	104,395	1.00
Associate Civil Engineer	AFSCME	B	43	98,052	133,634	2.00
Associate Management Analyst	Management	B	5	76,313	104,007	1.00
Associate Planner	AFSCME	B	39	88,830	121,066	-
Building Division Supervisor	AFSCME	B	39	88,830	121,066	-
Building Inspector I	AFSCME	B	26	64,439	87,824	2.00
Building Inspector II	AFSCME	B	32	74,730	101,849	1.00
Building Maintenance Supervisor	AFSCME	B	29	69,394	94,577	1.00
Building Maintenance Worker	AFSCME	B	20	55,566	75,730	1.00
Building Plans Examiner	AFSCME	B	31	72,907	99,365	-
Building Trades Worker	AFSCME	B	28	67,701	92,270	2.00
Chief Building Official	Management	B	23	119,022	162,215	1.00
City Attorney	Management	B	NA	-	225,000	1.00
City Clerk	Management	B	18	105,198	143,374	1.00
City Engineer/Deputy Director	Management	B	27	131,378	179,055	1.00
City Manager	Management	B	NA	-	262,080	1.00
Code Enforcement Officer	AFSCME	B	28	67,701	92,270	1.00
Code Enforcement Program Manager	Management	B	15	97,687	133,137	1.00
Code Enforcement Technician	AFSCME	B	14	47,913	65,301	1.00
Communications Specialist	Confidential	B	8	47,023	64,088	0.50
Community Development Inspector	AFSCME	B	30	71,129	96,941	-
Community Development Technician	AFSCME	B	25	62,867	85,682	-
Community Service Officer	Police	B	NSP3	69,446	94,647	6.00
Construction Inspector I	AFSCME	B	26	64,439	87,824	-
Construction Inspector II	AFSCME	B	30	71,129	96,941	-
Crime Analyst	Police	B	NSP1	77,782	106,009	1.00
Departmental Administrative Specialist	Confidential	B	17	58,726	80,037	2.00
Deputy City Clerk	Confidential	B	20	63,241	86,191	1.00
Deputy Director of Administrative Services	Management	B	26	128,174	174,688	1.00
Deputy Fire Chief	Management	B	31	145,017	197,643	2.00
Deputy Fire Marshal	AFSCME	B	43	98,052	133,634	-

Salary Schedule (continued)

JOB CLASSIFICATION (continued)	Bargaining Unit	Schedule	Range	Minimum	Maximum	No. of FTE*
Director of Administrative Services	Management	B	36	164,073	223,615	1.00
Director of Community Development	Management	B	32	148,642	202,584	1.00
Director of Public Works	Management	B	34	156,167	212,840	1.00
Director of Parks and Recreation	Management	B	32	148,642	202,584	1.00
Engineering Technician I	AFSCME	B	23	59,838	81,553	-
Engineering Technician II	AFSCME	B	27	66,050	90,019	-
Environmental Services Specialist	AFSCME	B	30	71,129	96,941	1.00
Environmental Services Technician	AFSCME	B	25	62,867	85,682	1.00
Equipment Mechanic I	AFSCME	B	19	54,210	73,883	-
Equipment Mechanic II	AFSCME	B	24	61,334	83,592	2.00
Evidence/Property Technician	Police	B	NSP5	64,776	88,283	1.00
Executive Assistant	Confidential	B	24	69,806	95,139	2.00
Executive Assistant to the City Manager	Confidential	B	24	69,806	95,139	-
Facilities Maintenance Supervisor	AFSCME	B	35	80,476	109,680	-
Facilities Operations Superintendent	AFSCME	B	39	88,830	121,066	1.00
Fire Battalion Chief	Fire	B	NA	126,568	172,499	3.00
Fire Captain	Fire	B	NA	107,014	145,849	9.00
Fire Chief	Management	B	40	181,106	246,829	1.00
Fire Engineer	Fire	B	NA	93,616	127,589	9.00
Fire Inspector I	AFSCME	B	26	64,439	87,824	2.00
Fire Inspector II	AFSCME	B	32	74,730	101,849	-
Fire Marshal	Fire	B	NA	126,568	172,499	-
Fire Prevention Plans Examiner	AFSCME	B	39	88,830	121,066	1.00
Firefighter	Fire	B	NA	84,281	114,867	15.00
Fleet Services Supervisor	AFSCME	B	33	76,598	104,395	1.00
GIS Analyst I	AFSCME	B	31	72,907	99,365	-
GIS Analyst II	AFSCME	B	39	88,830	121,066	2.00
GIS Assistant	Temporary	B	NA	21.46	22.99	-
GIS/Engineering Technician	AFSCME	B	27	66,050	90,019	-
Housing Specialist	AFSCME	B	30	71,129	96,941	-
Human Resources Technician I	Confidential	B	17	58,726	80,037	1.00
Human Resources Technician II	Confidential	B	20	63,241	86,191	1.00
Information Technology Analyst	AFSCME	B	39	88,830	121,066	1.00
Information Technology Analyst (confidential)	Confidential	B	34	89,358	121,786	1.00
Information Technology Manager	Management	B	22	116,119	158,259	1.00
Information Technology Specialist	AFSCME	B	31	72,907	99,365	2.00
Irrigation Maintenance Technician	AFSCME	B	20	55,566	75,730	6.00
Land Development Engineer	AFSCME	B	39	88,830	121,066	-
Landscape Inspector	AFSCME	B	26	64,439	87,824	2.00
Landscape Services Worker	AFSCME	B	17	51,597	70,322	5.00
Landscape Services Supervisor	AFSCME	B	33	76,598	104,395	4.00
Landscape Services Trades Worker	AFSCME	B	22	58,379	79,564	1.00
Legal Secretary	Confidential	B	17	58,726	80,037	-
Lifeguard	Temporary	B	NA	-	20.00	-
Maintenance Worker	Temporary	B	NA	20.68	22.15	-
Management Analyst	Management	B	15	97,687	133,137	4.00

Salary Schedule (continued)

JOB CLASSIFICATION (continued)	Bargaining Unit	Schedule	Range	Minimum	Maximum	No. of FTE*
Manager of Building Services	Management	B	18	105,198	143,374	-
Manager of Planning Services	Management	B	19	107,828	146,959	1.00
Manager of Police Records and Communications	Management	B	15	97,687	133,137	1.00
Office Assistant I	AFSCME	B	5	38,365	52,288	-
Office Assistant II	AFSCME	B	11	44,492	60,638	2.00
Paralegal	Confidential	B	24	69,806	95,139	-
Park Services Aide	AFSCME	B	5	38,366	52,289	1.00
Parks and Recreation Manager	Management	B	17	102,632	139,878	1.00
Parks Division Supervisor	AFSCME	B	37	84,550	115,232	1.00
Payroll Administrator	Management	B	6	78,221	106,607	1.00
Payroll Technician I	Confidential	B	17	58,726	80,037	-
Payroll Technician II	Confidential	B	20	63,241	86,191	1.00
Permit Center Supervisor	AFSCME	B	27	66,050	90,019	1.00
Permit Services Supervisor	AFSCME	B	33	76,598	104,395	-
Plan Check Engineer	AFSCME	B	44	100,503	136,975	-
Planning/Building Technician I	AFSCME	B	19	54,210	73,883	4.00
Planning/Building Technician II	AFSCME	B	23	59,838	81,553	3.00
Police Captain	Management	B	35	160,072	218,161	2.00
Police Chief	Management	B	40	181,106	246,829	1.00
Police Clerk	Temporary	B	NA	18.76	20.10	-
Police Community Program Coordinator	Police	B	NSP3	69,446	94,647	-
Police Lieutenant	Public Safety Mgr	B	SP 2	140,440	191,405	3.00
Police Officer	Police	B	SP 2	92,876	126,581	52.00
Police Officer Trainee	Police	B	NSP8	-	57,218	-
Police Records Supervisor	Police	B	NSP3	69,446	94,647	1.00
Police Records Technician	Police	B	NSP8	57,218	77,982	3.00
Police Sergeant	Police	B	SP 1	114,182	155,619	9.00
Police Services Manager	Public Safety Mgr	B	SP 1	85,750	116,868	-
Police Technical Assets Coordinator	Police	B	NSP3	69,446	94,647	-
Principal Information Technology Analyst	Management	B	16	100,129	136,466	1.00
Principal Management Analyst	Management	B	20	110,524	150,633	-
Principal Planner	Management	B	18	105,198	143,374	1.00
Program Assistant	Temporary	B	NA	16.28	17.43	-
Program Assistant II	Temporary	B	NA	-	-	-
Public Safety Dispatcher I	Police	B	NSP6	60,080	81,882	1.00
Public Safety Dispatcher II	Police	B	NSP3	69,446	94,647	9.00
Public Safety Dispatch Supervisor	Police	B	NSP0	80,253	109,377	2.00
Public Works Inspector I	AFSCME	B	26	64,439	87,824	-
Public Works Inspector II	AFSCME	B	30	71,129	96,941	1.00
Public Works Manager	Management	B	17	102,632	139,878	2.00
Public Works Specialist	Temporary	B	NA	17.02	18.23	-
Recreation Coordinator	AFSCME	B	23	59,838	81,553	3.00
Recreation Specialist	AFSCME	B	11	44,492	60,638	0.50
Recreation Supervisor	AFSCME	B	31	72,907	99,365	1.00
Reserve Police Officer Coordinator	Temporary	B	NA	-	26.18	-
Senior Accountant	AFSCME	B	39	88,830	121,066	1.00

Salary Schedule (continued)

JOB CLASSIFICATION (continued)	Bargaining Unit	Schedule	Range	Minimum	Maximum	No. of FTE*
Senior Building Maintenance Worker	AFSCME	B	22	58,379	79,564	1.00
Senior Building Trades Worker	AFSCME	B	30	71,129	96,941	1.00
Senior Construction Inspector	AFSCME	B	32	74,730	101,849	1.00
Senior Engineer	Management	B	18	105,198	143,374	-
Senior Equipment Mechanic	AFSCME	B	28	67,701	92,270	1.00
Senior Information Technology Analyst	AFSCME	B	42	95,660	130,375	1.00
Senior Information Technology Specialist	AFSCME	B	35	80,476	109,680	1.00
Senior Irrigation Maintenance Technician	AFSCME	B	26	64,439	87,824	1.00
Senior Lifeguard	Temporary	B	NA	-	22.00	-
Senior Management Analyst	Management	B	18	105,198	143,374	3.00
Senior Planner	AFSCME	B	44	100,503	136,976	2.00
Senior Public Safety Dispatcher	Police	B	NSP2	74,656	101,748	-
Senior Records Technician	Police	B	NSP4	66,380	90,469	-
Senior Street Maintenance Worker	AFSCME	B	21	56,955	77,623	2.00
Senior Traffic Control and Lighting Technician	AFSCME	B	32	74,730	101,849	1.00
Street Maintenance Supervisor	AFSCME	B	33	76,598	104,395	1.00
Street Maintenance Worker I	AFSCME	B	15	49,112	66,935	-
Street Maintenance Worker II	AFSCME	B	17	51,597	70,322	3.00
Traffic Control and Lighting Technician	AFSCME	B	29	69,394	94,577	2.00
Traffic Maintenance Assistant	AFSCME	B	19	54,210	73,883	-
Traffic Maintenance Supervisor	AFSCME	B	37	84,550	115,232	1.00
					TOTAL	**267.50**

*The total No. of FTE allocations in the Salary Schedule does not include City Council positions.

Appendix C: Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADOPTING THE FISCAL YEAR 2024/25 BUDGET AND
2025-2029 CAPITAL IMPROVEMENT PROGRAM

WHEREAS, Chapter 3.28 of the Rocklin Municipal Code (RMC) requires the City Manager to submit to the City Council a proposed budget not later than May 15th, and the City Council adopt the final budget on or before June 30th of each year by resolution; and

WHEREAS, on May 28, 2024, pursuant to Chapter 3.28 of the RMC, the draft fiscal year (FY) 2024/25 Annual Budget and the draft 2025-2029 Capital Improvement Program were discussed at a public meeting of the City Council; and

WHEREAS, the City of Rocklin has maintained sustainable budget guidelines and key management practices to establish the financial goals of the City and the principles that govern budget deliberations, and are memorialized in Exhibit "A".

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

Section 1. The fiscal year 2024/25 Annual Budget is hereby approved and adopted as set forth in Exhibit "A", attached hereto.

Section 2. The 2025-2029 Capital Improvement Program (CIP), which provides a comprehensive five-year plan for the City's capital project expenditures are hereby approved and adopted as set forth in Exhibit "B", attached hereto.

Section 3. The City Manager is authorized to make any expenditure and resource adjustments to the Budget based on final City Council action to adopt the Budget, in accordance with the Rocklin Municipal Code, City policy and procedure.

Section 4. The City Manager is authorized to revise any appropriation made in the Approved or Amended Budget where the revision is of a technical nature and is consistent with the City Council intent, the Rocklin Municipal Code, City policy and procedure.

Section 5. Purchase order commitments outstanding on June 30th, and associated appropriations, are hereby continued to the following fiscal year.

Section 6. The City Manager is authorized to establish grants, adjust revenue and expenditure budgets associated with grants (federal, state, or local grants), consistent with the grant

award or agreement, provided that the grant amount is within the City Manager's authority. If a grantor requires City Council action as a condition of funding, the acceptance of the grant requires the City Council's approval.

Section 7. The City Manager is authorized to adjust revenue and expenditure budgets associated with externally funded programs, consistent with the fully executed agreement, provided that the grant amount is within the City Manager's authority.

Section 8. The City Manager is authorized to adjust revenue and expenditure budgets based on actual revenues received for strike teams provided through California.

Section 9. The City Manager is authorized to make the following budget adjustments:

1. At year-end or upon closure of grants, adjust revenue and expenditure budgets associated with grants (federal, state, or local grants) to reflect actual revenues received and expenditures incurred in compliance with the original grant award and any amendments.

2. Appropriated grant funds remaining unspent at the end of the fiscal year must be retained and transferred to the following fiscal year to be expended to which they were appropriated.

3. Appropriated operating project and CIP funds remaining unspent at the end of the fiscal year, that are not required to balance the budget, can be retained and transferred to the following fiscal year for the originally approved projects and any amendments, excluding completed projects. All carryover funds must be approved by the City Manager or the City Manager's designee.

Section 10. The appropriation limit and the appropriations subject to the limit are hereby amended in accordance with article XIIIB of the California Constitution for FY 2024/25, as set forth in Exhibit "A", attached hereto.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

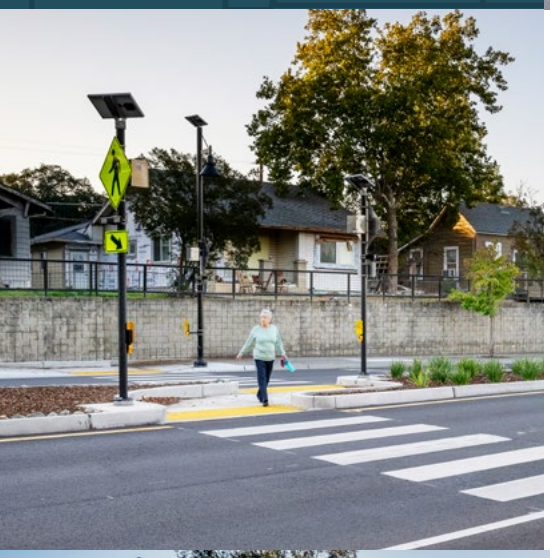
AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

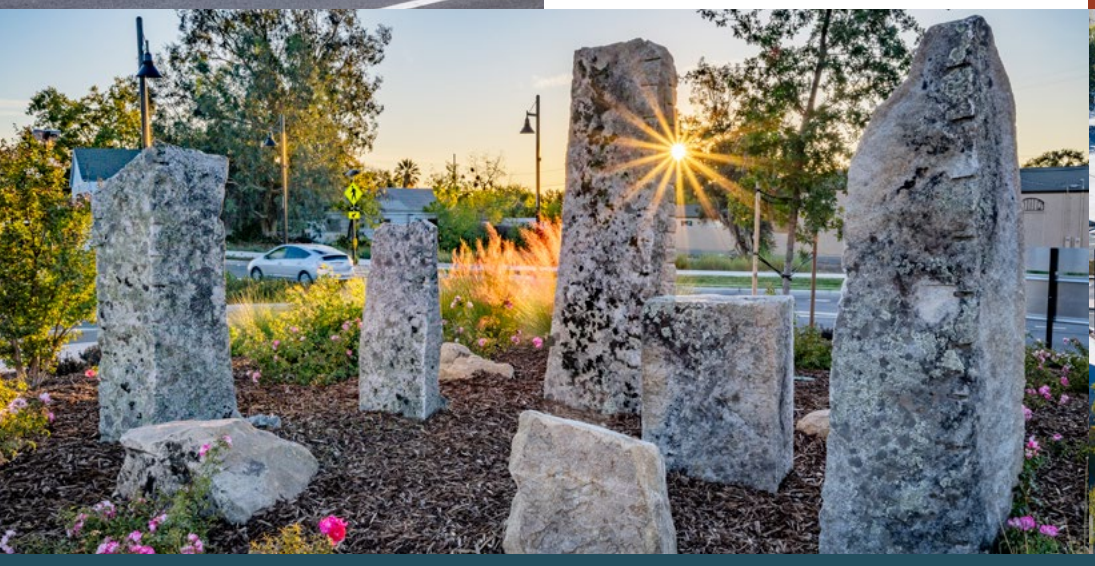
ATTEST:

_____
Avinta Singh, City Clerk





ROCKLIN
CALIFORNIA





CAPITAL IMPROVEMENT PROGRAM

2025 - 2029

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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.

CITY COUNCIL



GREG JANDA
Mayor



JILL GAYALDO
Vice-Mayor



DAVID BASS
Councilmember



KEN BROADWAY
Councilmember



BILL HALLDIN
Councilmember

ROCKLIN
CALIFORNIA

COUNCIL-APPOINTED RESPRESENTATIVES

Aly Zimmermann, *City Manager*
Matthew McOmber, *City Attorney*
Avinta Singh, *City Clerk*
Daniel Choe, *City Treasurer*

DEPARTMENT DIRECTORS

Sherri Conway, *Assistant City Manager*
Tameka Usher, *Director of Administrative Services*
David Mohlenbrok, *Director of Community Development*
Reginald Williams, *Fire Chief*
Veronica Tracy, *Director of Parks and Recreation*
Rustin Banks, *Police Chief*
Justin Nartker, *Director of Public Works*

Prepared by
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

Hunter Young, *City Engineer/Deputy Director of Community Development*
Andrew Shaw, *Associate Civil Engineer*
Debbie Draper, *Administrative Technician*

In conjunction with Department Staff

TABLE OF CONTENTS

EXECUTIVE SUMMARY AND OVERVIEW 1

Transmittal Letter 2

Executive Summary 3

Capital Improvement Program Accomplishments 6

Capital Improvement Program Overview 7

Capital Improvement Program Timeline 9

Capital Project Ranking Matrix 10

How the Capital Improvement Program is Organized 11

How to Read the Project Detail Sheets 12

CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY FUND 13

Capital Improvement Program Expenditures by Fund 14

ROADWAY IMPROVEMENT PROJECTS 17

Roadway Improvement Project Expenditures by Project 18

Roadway Improvement Projects - Map 20

Individual Roadway Project Detail Sheets 22

PARKS AND TRAILS IMPROVEMENT PROJECTS 41

Parks and Trails Improvement Project Expenditures by Project 42

Parks and Trails Improvement Projects - Map 43

Individual Parks and Trails Project Detail Sheets 44

FACILITIES IMPROVEMENT PROJECTS 47

Facilities Improvement Project Expenditures by Project 48

TABLE OF CONTENTS

Facilities Improvement Projects - Map 49

Individual Facilities Project Detail Sheets 50

CAPITAL IMPROVEMENT PROGRAMS 55

Capital Improvement Program Expenditures by Project 56

Individual Improvement Program Detail Sheets 57

EQUIPMENT 63

APPENDICES 67

Acronyms 68

Glossary 69

Guide to Funds 73

Description of Funds 74

Project Index by Category 80

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Capital Improvement Program

Executive Summary and Overview

ROCKLIN
CALIFORNIA

ROCKLIN
CALIFORNIA

July 1, 2024

Honorable Mayor and Members of the City Council:

I am pleased to submit the 2025 - 2029 Capital Improvement Program (CIP) outlining the City of Rocklin's infrastructure and capital planning needs over the next five years. This document is prepared separately from the City's Operating Budget to provide a more detailed description of each capital project. CIP projects have been carefully evaluated by the CIP steering committee to confirm that the City's needs are met as well as to confirm that projects align with the City's 2023-2025 Strategic Plan.

The current CIP covers a five-year planning horizon, and is updated each budget cycle to reflect on-going changes. Beginning next fiscal year, the CIP will transition to a six-year plan commensurate with the proposed two-year operating budget cycle.

With regard to the CIP's annual development, our guiding principles for prioritization are:

- Pursuing programs and services that directly benefit residents;
- Implementing projects that encourage active modes of travel for a healthy lifestyle;
- Aligning with the City's General Plan;
- Reflecting the Council's overall strategic goals;
- Leveraging external funding sources; and
- Reinforcing the City's financial policies.

This year's CIP contains new and ongoing capital programs, such as the pavement management program to rehabilitate City streets, as well as major infrastructure projects, including but not limited to, design of the Rocklin Road at I-80 Interchange Improvements, design of the Monument Springs Drive Roadway and Bridge Improvements project, construction of roadway widening on Whitney Ranch Parkway, and installation of the Whitney Community Park Pump Track and Parking Lot Expansion project.

These projects are only a sample of the result of ongoing engagement and collaboration between staff, residents, businesses, and funding partners with a goal to deliver the best possible results for our community.

I look forward to our continued work with the City Council on identifying and implementing new goals for reinvesting in our community and helping solidify Rocklin as a City where families and businesses can thrive.

Respectfully Submitted,

Aly Zimmermann
City Manager

EXECUTIVE SUMMARY

The City of Rocklin Capital Improvement Program (CIP) is a five-year planning tool used to guide the City's decision-making process for construction, repair, and replacement of City assets such as roadways, storm drain systems, parks, facilities, and City buildings. The CIP aligns City needs with appropriate timing and financing in a way that assures the most responsible and efficient use of City resources.

This document is prepared separately from the City's Operating Budget in order to provide a more thorough and detailed description of the City's capital improvement projects and equipment. When the City's Operating Budget is adopted, the CIP for that budget cycle is likewise adopted.

Each year, previously approved projects are reviewed while requests for new projects are rated. By rating all projects, the CIP Committee identifies project needs, relative priority, and the City's ability to implement projects using available resources. Existing capital projects are reassessed annually to determine if adjustments are needed due to changes in conditions or needs.

The CIP is based on the City Council and City administration's recognition of the need to have a comprehensive and financially balanced program to maintain and improve its capital infrastructure and facilities to meet the needs of a dynamic city.

CIP Committee Recommendations:

- **Ten (10) Projects:**

Roadway

1. At-Grade Railroad Roadway and Pedestrian Improvements
2. China Garden Drainage Improvements
3. Oak and Pine Block Improvements
4. Rocklin Road Widening
5. Sierra College Boulevard at I-80 Resurfacing
6. Sunset Boulevard Widening
7. Uncontrolled Crosswalk Enhancements
8. Whitney Ranch Parkway Widening

Parks and Trails

9. Johnson Springview Community Park Pedestrian Bridge

Facilities

10. Fire Station 22

EXECUTIVE SUMMARY

- **Four (4) New Programs:**

Roadway

1. Bridge Preventative Maintenance Program
2. Local Roadway Safety Plan Implementation Program
3. Pavement Management Program
   (formerly the Annual Road Maintenance Program)

Parks and Trails

4. Park Amenity Replacement Program
   (formerly the Park Play Structure Replacement Program)

- **Seven (7) Multi-Year Projects Continuing:**

Roadway

1. Aguilar Road Improvements
2. I-80 Westbound Auxiliary Lane
3. Monument Springs Drive Roadway and Bridge Improvements
4. Placer County Water Agency Roadway Improvements
5. Rocklin Road / I-80 Interchange Improvements

Parks and Trails

6. Sunset Whitney Recreation Area Improvements

Facilities

7. City Hall Office Space Study and Remodel

When projects are in-progress, but not fully completed by the end of the budgeted fiscal year, the project's remaining expenditure budget may carry-forward into the following fiscal year to allow for project completion.

- **Eight (8) Carry-Forward Projects:**

Roadway

1. Blue Oaks Boulevard Pedestrian Signal
2. Five Star Boulevard and Destiny Drive Repaving
3. Mission Hills Reconstruction - Phase IV
4. Park Drive Pavement Rehabilitation
5. Sierra College Boulevard Widening

Parks and Trails

6. Bicycle Pump Track and Parking Lot Extension

Facilities

7. Fire Station 25 Privacy
8. Police Department HVAC and Roof Replacement

- **Fourteen (14) Unfunded Projects:**

Roadway

1. Granite Drive Median
2. Pacific Street – Curb, Gutter, and Sidewalk
3. Park Drive Road Diet
4. Quarry District Alley Work
5. Railroad Avenue North West Extension
6. Sunset Boulevard Sidewalk

Parks and Trails

7. Johnson Springview Community Park Parking Lot
8. Kathy Lund Community Park Parking Lot
9. Kathy Lund Community Park Picnic Pavilion
10. Sunset Park Trail Phase A

Facilities

11. City Hall HVAC Refurbishment
12. Community Center Renovation
13. Police Department Solar Replacement
14. Public Safety Training Center

CAPITAL IMPROVEMENT PROGRAM ACCOMPLISHMENTS

The FY 2023/2024 Capital Improvement Program proved successful in achieving numerous capital improvement project accomplishments and/or major milestones, including the following:

- **Rocklin Road / I-80 Interchange Improvements**
  (Sierra College Corridor Multimodal Enhancements / Diverging Diamond Interchange)
  In November 2023, the City Council approved the environmental document and selected the preferred design alternative.

- **Pavement Rehabilitation**
  Constructed new ADA curb ramps and pavement rehabilitation on numerous streets throughout the City, including Park Drive between Stanford Ranch Road and Bay Street, the Mountaingate neighborhood, the Springview neighborhood, Argonaut Avenue between Midas Avenue and Hillside Drive, Five Star Boulevard, and Destiny Drive.

- **Sunset Whitney Recreation Area**
  Demolished the existing club house building. A design contract was also awarded for the design of pickleball courts, a prefabricated restroom, and laying out the overall parking lot.

- **Drainage Improvements**
  Rehabilitated and lined dual 72" storm drain pipes in the Cameo neighborhood. Additionally, drainage enhancements were performed on the northwest corner of Bradford Drive at Wyckford Boulevard to reduce the potential for flooding from open space.

- **ADA Curb Ramps**
  Upgraded numerous curb ramps at intersections to meet ADA requirements prior to pavement rehabilitation, including in the Springview neighborhood and at the intersection of Sunset Boulevard/Pacific Street.

- **Sunset Boulevard Median Modification**
  Modified a portion of an existing median island on Sunset Boulevard west of Pacific Street to increase the operational efficiency of vehicles through the traffic signal at Sunset Boulevard/Pacific Street.

CAPITAL IMPROVEMENT PROGRAM OVERVIEW

Throughout each fiscal year, City staff identify potential capital improvement projects that are submitted during the following fiscal year's budget process. In order to systematically review and evaluate these requests, a Capital Improvement Program (CIP) has been developed. The CIP is a planning document to ensure that the City's infrastructure needs are appropriate, fiscally sustainable, and adequate to serve the community.

Capital Assets

Capital assets are real or personal property that have a value equal to or greater than the capitalization threshold and have an estimated useful life of greater than one year. The threshold for infrastructure is set at $100,000. The thresholds for all assets other than infrastructure are $10,000 unless the asset is acquired using grant funds, in which case it is $5,000.

CIP Committee

The CIP Committee is comprised of staff representing various departments:

Aly Zimmermann, City Manager
Sherri Conway, Assistant City Manager
David Mohlenbrok, Director of Community Development
Hunter Young, City Engineer and Deputy Director of Community Development
Debbie Draper, Community Development Administrative Technician
Reginald Williams, Fire Chief
Rustin Banks, Police Chief
Tameka Usher, Director of Administrative Services
Daniel Choe, Deputy Director of Administrative Services
Justin Nartker, Director of Public Works
Matt McClure, Public Works Manager
Shawn Darling, Parks and Recreation Manager

Project Selection and Prioritization

Projects identified in the CIP are primarily driven by staff evaluation or engineering studies and/or reports such as the Parks and Trails Master Plan or the Local Roadway Safety Plan. City staff also receive input from community members, the City Council, and Department Directors.

Project selection and priority is based on recommendations by the CIP Committee consisting of key staff from various City departments as previously identified. When rating projects, the Committee considers health, safety, liability, priority initiatives,

time sensitivity of funds involved, and the ability of a project to maintain or enhance functionality. Some projects have specified funding sources. However, some projects may compete for limited funding dollars. These projects are prioritized by the CIP Committee. The list is then compared to available staffing and dollars and as many projects as feasible are proposed to be funded, with the remaining projects designated as unfunded.

CIP Management

The CIP Committee and City staff manage the CIP on an ongoing basis throughout the fiscal year, providing progress reports when needed, evaluating new opportunities, and resolving issues.

The following are activities related to the management of the CIP:

- New CIP projects, with funding identified in the current fiscal year, must be approved before work can begin. The availability of funding and staffing are confirmed, as well as determining that the need for the project still exists.

- Oversight to ensure the funds are used for improvement projects and equipment according to City policies and procedures.

- The projected expenditures shown for future fiscal years are provided primarily for project planning and financial budgeting purposes and do not reflect a commitment of funds past the budget cycle of the plan.

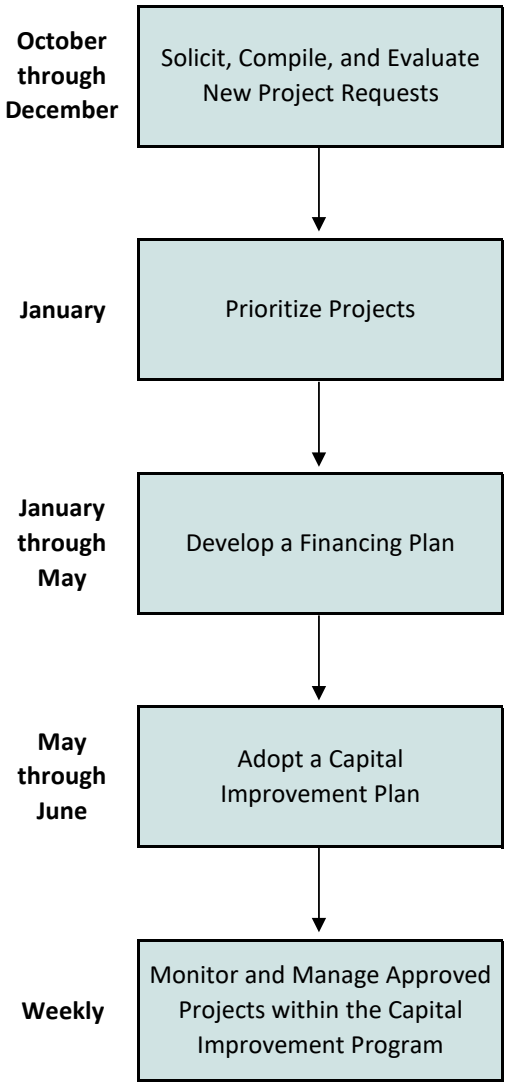
- After a CIP project and the associated budget is adopted, there may be a need to either increase a project budget or add a new project to the CIP prior to the next CIP budget cycle. In these cases, a request may be submitted to the City Council for approval if staff are unable to accommodate the request within previously adopted budgets.

Traffic Impact Fees and Capital Improvement Program

Consistent with the Rocklin General Plan, new development in the City will occur thereby generating additional traffic and contributing to the degradation of traffic levels of service. Street improvements necessary to maintain acceptable levels of service are identified in the Circulation Element of the General Plan, along with various methods of financing these improvements. One of these methods is the Traffic Impact Fee. The purpose of the Traffic Impact Fee is to finance street improvements that mitigate congestion caused by new development.

The City is currently working with a consulting firm to update the existing “Fee Report”; however, it will be at least a year before the update will be completed.

CAPITAL IMPROVEMENT PROGRAM TIMELINE



* The evaluation process should encompass all related project and asset costs including future associated operating, overhead, and maintenance costs.

CAPITAL PROJECT RANKING MATRIX

Project selection and priority are based on recommendations by the CIP Committee consisting of key staff from various City departments as previously identified. When rating projects, the Committee considers health/safety/liability, priority initiatives, time sensitivity of funds involved, and the ability of a project to maintain or enhance functionality.

These four criteria, which are weighted factors shown as percentages, are further defined as follows:

Rating Categories	Health / Safety / Liability		Priority Initiative		Time-Sensitive Funds		Maintain / Enhance Functionality	
Weighting	**35%**		**20%**		**25%**		**20%**	
Rank Scoring 1 to 10	7 - 10	Strong contribution toward public health & safety and/or reduction of City liability	7 - 10	Strong support from community/Council, aligns with City goals	10	Grant funded, urgent	7 - 10	Urgent repair, rehab, or replacement of City asset necessary
	4 - 6	Some improvement to public health & safety and/or reduction of City liability	4 - 6	Some support from community/Council, meets City objectives	7	Grant funded upcoming timeline	4 - 6	Repair, rehab, or replacement of City asset should be completed eventually
					3	Grant funded , no timeline		
	0 - 3	Little improvement to public health & safety and/or reduction of City liability	0 - 3	Little support from community/Council, little contribution toward City goals	0	Not time sensitive	0 - 3	Repair, rehab, or replacement of City asset can be deferred
0.0 Total Score	0	Score	0	Score	0	Score	0	Score

Health / Safety / Liability:

Projects that are critical to public health and safety or significantly reduce the City's risk of liability will receive a higher rating. This category includes projects which may be the result of litigation.

Priority Initiative:

This category assigns priority to projects based on City goals including the guiding principles of the City Strategic Plan, the General Plan, community and/or City Council supported projects, and equity.

Time-Sensitive Funds:

Capital Improvement Plan projects funded by state or federal grants often have funding deadlines. Grant-funded projects with timely-use-of-funding requirements will be rated higher than those without upcoming deadlines.

Maintain / Enhance Functionality:

This category rates projects according to the importance and urgency of the proposed repair, rehabilitation, or replacement. Proposed maintenance that can be deferred will be rated lower than pressing maintenance on a critical city asset.

HOW THE CAPITAL IMPROVEMENT PROGRAM IS ORGANIZED

Capital Improvement Program projects and equipment are categorized in the following manner:

1. Roadway Improvements
2. Parks and Trails Improvements
3. Facility Improvements
4. Improvement Programs
5. Equipment

Each of these categories is separately identified in the CIP, and includes expenditures and estimated costs by project or equipment type.

Roadway Improvements

Roadway Improvements include construction of new streets, reconstruction of existing streets, pedestrian and bicycle improvements, and installation of improvements in the public right of way, including but not limited to, storm drain infrastructure, traffic signals, street lighting, and landscaping.

Parks and Trails Improvements

Improvements to City-owned parks and trails includes upgrading and construction of amenities and improvements, including recreational or bicycle facilities.

Facility Improvements

Facility Improvements vary in scale and type, and are necessary to maintain operations, expand capacity or efficiencies, or to increase the life of the facility. These projects also provide opportunities to improve access such that programs and services are more easily available to the public.

Improvement Programs

Programs are recurring projects that are highly prioritized and important to the City, including the City's annual Pavement Management Program whereby streets are resurfaced with new asphalt. Due to their high priority, programs are funded first from available revenue sources.

Equipment

Equipment used for City operations that are not permanently attached to real property.

HOW TO READ THE PROJECT DETAIL SHEETS

Each Project Detail Sheet outlines enough basic project information to help a reader understand the scope and cost of the project. Following is an explanation of what the Capital Improvement Program project detail sheets contain and how to read them.

The **Project Name** is the name that has been assigned to the project.

A **Project #** is assigned upon approval of a project and is provided where applicable.

The **Project Category** designates which of the following categories the project falls under, and is noted at the top of the page:

- Roadway Improvement
- Parks and Trails Improvement
- Facilities Improvement
- Improvement Program

The **Location** describes the approximate site(s) within the City where the project will take place.

The **Description** outlines the scope and need for the project.

The **Schedule by Cost Element** represents both actual expenditures incurred to date and projected expenditures by the categories as defined below. Please note that projects are not required to include expenditures in all categories.

- **Planning / Design** - Includes property acquisition, right-of-way and related acquisition services, conceptual and final design, feasibility and environmental studies, utility coordination, scheduling, and plans/specifications preparation.

- **Construction** - Includes bid advertisement, award of construction contract, and construction itself.

The **Schedule by Funding Source** identifies the source(s) which have been identified to fund the project. Final funding sources will be determined by 1) the amount of funds available and 2) by the project's priority.

The **Project Manager** responsible for planning, organizing, leading, and controlling the execution of the project.

The estimated **Start** and **Completion Dates** are provided by each department.

Capital Improvement Program

Expenditures by Fund

Capital Improvement Program Expenditures by Fund

Capital Improvement Plan - Projects	Project Code	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
General Fund (100)									
Aguilar Road Improvements	50104	40,900	-	-	-	-	-	-	40,900
Bicycle Pump Track and Parking Lot Extension	45225	-	1,276,000	-	-	-	-	-	1,276,000
City Hall Office Space Study and Remodel	45421	24,000	-	-	-	-	-	-	24,000
Fire Station 22	50240	-	1,228,500	-	-	-	-	-	1,228,500
Fire Station 25 Privacy	41016	-	322,500	-	-	-	-	-	322,500
Park Amenity Replacement Program	10605	-	-	170,000	-	240,000	255,000	-	665,000
Sunset Whitney Recreation Area Improvements	21005	-	2,694,600	250,000	-	-	-	-	2,944,600
Subtotal General Fund		**$ 64,900**	**$ 5,521,600**	**$ 420,000**	**$ -**	**$ 240,000**	**$ 255,000**	**$ -**	**$ 6,501,500**
SB1 - Road Maintenance & Rehabilitation (205)									
Mission Hills Reconstruction - Phase IV	50154	-	539,700	-	-	-	-	-	539,700
Pavement Management Program	50007	-	163,100	1,350,000	1,000,000	1,000,000	1,000,000	1,000,000	5,513,100
Subtotal SB1 - Road Maintenance & Rehabilitation		**$ -**	**$ 702,800**	**$ 1,350,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 6,052,800**
SB 325 - Sales Tax (210)									
ADA Transition Program	45295	208,800	315,000	450,000	300,000	300,000	300,000	300,000	2,173,800
Aguilar Road Improvements	50104	220,200	734,700	-	-	-	-	-	954,900
At-Grade Railroad Roadway/Pedestrian Improvements	50159	-	-	250,000	-	-	356,000	-	606,000
Blue Oaks Boulevard Pedestrian Signal	50177	-	657,300	-	-	-	-	-	657,300
Bridge Preventative Maintenance Program	50016	-	-	75,000	75,000	75,000	75,000	75,000	375,000
China Garden Drainage Improvements	50008	-	-	100,000	-	-	-	-	100,000
Five Star Boulevard and Destiny Drive Repaving	50049	-	932,800	-	-	-	-	-	932,800
Local Roadway Safety Plan Implementation Program	50017	-	-	150,000	150,000	150,000	150,000	150,000	750,000
Oak and Pine Block Improvements	50021	-	-	150,000	-	1,700,000	-	-	1,850,000
Park Drive Pavement Rehabilitation	50005	-	319,000	-	-	-	-	-	319,000
Pavement Management Program	50007	234,400	957,500	805,000	805,000	805,000	805,000	805,000	5,216,900
Placer County Water Agency Roadway Improvements	50174	-	693,500	-	150,000	200,000	200,000	200,000	1,443,500
Sierra College Boulevard at I-80 Resurfacing	50087	-	-	200,000	-	-	-	-	200,000
Stormwater Pipe Replacement Program	50139	57,500	1,000,500	632,500	632,500	632,500	632,500	632,500	4,220,500
Uncontrolled Crosswalk Enhancements	50158	-	200,000	615,000	325,000	325,000	-	-	1,465,000
Subtotal SB 325 - Sales Tax		**$ 720,900**	**$ 5,810,300**	**$ 3,427,500**	**$ 2,437,500**	**$ 4,187,500**	**$ 2,518,500**	**$ 2,162,500**	**$ 21,264,700**
Bicycle and Pedestrian (212)									
Blue Oaks Boulevard Pedestrian Signal	50177	-	286,000	-	-	-	-	-	286,000
Subtotal Bicycle and Pedestrian		**$ -**	**$ 286,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 286,000**
Community Facilities District #5 (232)									
Park Amenity Replacement Program	10605	-	-	-	225,000	-	-	270,000	495,000
Subtotal Community Facilities District #5		**$ -**	**$ -**	**$ -**	**$ 225,000**	**$ -**	**$ -**	**$ 270,000**	**$ 495,000**
Streets Grants (240)									
At-Grade Railroad Roadway/Pedestrian Improvements	50159	-	-	450,000	-	-	3,101,900	-	3,551,900
I-80 Westbound Auxiliary Lane	50161	6,100	868,900	-	-	-	-	-	875,000
Park Drive Pavement Rehabilitation	50005	113,800	1,751,700	-	-	-	-	-	1,865,500
Rocklin Road / I-80 Interchange Improvements	50162	1,666,700	3,447,500	-	981,800	5,917,000	-	-	12,013,000
Whitney Ranch Parkway Widening	50081	-	-	3,100,000	-	-	-	-	3,100,000
Subtotal Streets Grants		**$ 1,786,600**	**$ 6,068,100**	**$ 3,550,000**	**$ 981,800**	**$ 5,917,000**	**$ 3,101,900**	**$ -**	**$ 21,405,400**
CDBG - HUD Entitlement (257)									
ADA Transition Program	Multi	182,300	197,600	200,000	200,000	200,000	200,000	200,000	1,379,900
Subtotal CDBG - HUD Entitlement		**$ 182,300**	**$ 197,600**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 1,379,900**
Grants & Other Reimbursables (275)									
Johnson Springview Comm. Park Pedestrian Bridge	40035	-	500,000	-	-	-	-	-	500,000
Sunset Whitney Recreation Area Improvements	21005	-	400,000	-	-	-	-	-	400,000
Subtotal Grants & Other Reimbursables		**$ -**	**$ 900,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 900,000**

Capital Improvement Program Expenditures by Fund

Capital Improvement Plan - Projects	Project Code	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Traffic Circulation Impact Fees (302)									
Monument Springs Drive Roadway/Bridge Impr.	50173	-	1,500,000	-	-	10,000,000	-	-	11,500,000
Rocklin Road / I-80 Interchange Improvements	50162	-	-	-	-	6,000,000	-	-	6,000,000
Rocklin Road Widening	50129	-	200,000	-	-	-	-	-	200,000
Sierra College Boulevard Widening	50164	24,200	750,000	-	-	-	-	-	774,200
Sunset Boulevard Widening	50094	-	200,000	200,000	-	-	-	-	400,000
Subtotal Traffic Circulation Impact Fees		**$ 24,200**	**$ 2,650,000**	**$ 200,000**	**$ -**	**$ 16,000,000**	**$ -**	**$ -**	**$ 18,874,200**
Capital Construction Fee (304)									
City Hall Office Space Study and Remodel	45421	-	476,000	-	-	-	-	-	476,000
Police Department HVAC and Roof Replacement	45461	-	1,850,000	-	-	-	-	-	1,850,000
Subtotal Capital Construction Fee		**$ -**	**$ 2,326,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,326,000**
North West Rocklin Community Park Fee (307)									
Bicycle Pump Track and Parking Lot Extension	45225	19,500	900,500	-	-	-	-	-	920,000
Subtotal North West Rocklin Community Park Fee		**$ 19,500**	**$ 900,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 920,000**
Whitney Ranch Interchange Impact Fee (325)									
Whitney Ranch Parkway Widening	50081	-	200,000	700,000	-	-	-	-	900,000
Subtotal Whitney Ranch Interchange Impact Fee		**$ -**	**$ 200,000**	**$ 700,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 900,000**
CFD #7 Blue Oaks (706)									
Blue Oaks Boulevard Pedestrian Signal	50177	-	53,900	-	-	-	-	-	53,900
Subtotal CFD #7 Blue Oaks		**$ -**	**$ 53,900**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 53,900**
Unfunded									
Rocklin Road / I-80 Interchange Improvements	50162	-	-	3,000,000	-	22,500,000	-	-	25,500,000
Subtotal Unfunded		**$ -**	**$ -**	**$ 3,000,000**	**$ -**	**$ 22,500,000**	**$ -**	**$ -**	**$ 25,500,000**
Total Projects		**$ 2,798,400**	**$ 25,616,800**	**$ 12,847,500**	**$ 4,844,300**	**$ 50,044,500**	**$ 7,075,400**	**$ 3,632,500**	**$ 106,859,400**

Capital Improvement Program - Equipment									
General Fund (100)									
Mechanical Chest Compression Unit		-	-	20,000	20,000	20,000	20,000	-	80,000
Automated External Defibrillators		-	-	44,500	45,000	46,000	46,500	47,000	229,000
Subtotal General Fund		**$ -**	**$ -**	**$ 64,500**	**$ 65,000**	**$ 66,000**	**$ 66,500**	**$ 47,000**	**$ 309,000**
Total Equipment		**$ -**	**$ -**	**$ 64,500**	**$ 65,000**	**$ 66,000**	**$ 66,500**	**$ 47,000**	**$ 309,000**
Total Capital Improvement Program		**$ 2,798,400**	**$ 25,616,800**	**$ 12,912,000**	**$ 4,909,300**	**$ 50,110,500**	**$ 7,141,900**	**$ 3,679,500**	**$ 107,168,400**

Summary by Category	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Roadway Improvements	2,071,900	13,335,000	8,765,000	1,456,800	46,642,000	3,657,900	200,000	**76,128,600**
Parks & Trails Improvements	19,500	5,771,100	250,000	-	-	-	-	**6,040,600**
Capital Improvement Programs	683,000	2,633,700	3,832,500	3,387,500	3,402,500	3,417,500	3,432,500	**20,789,200**
Facility Improvements	24,000	3,877,000	-	-	-	-	-	**3,901,000**
Equipment	-	-	64,500	65,000	66,000	66,500	47,000	**309,000**
Total	**$ 2,798,400**	**$ 25,616,800**	**$ 12,912,000**	**$ 4,909,300**	**$ 50,110,500**	**$ 7,141,900**	**$ 3,679,500**	**$ 107,168,400**

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Capital Improvement Program

Roadway Improvement Projects

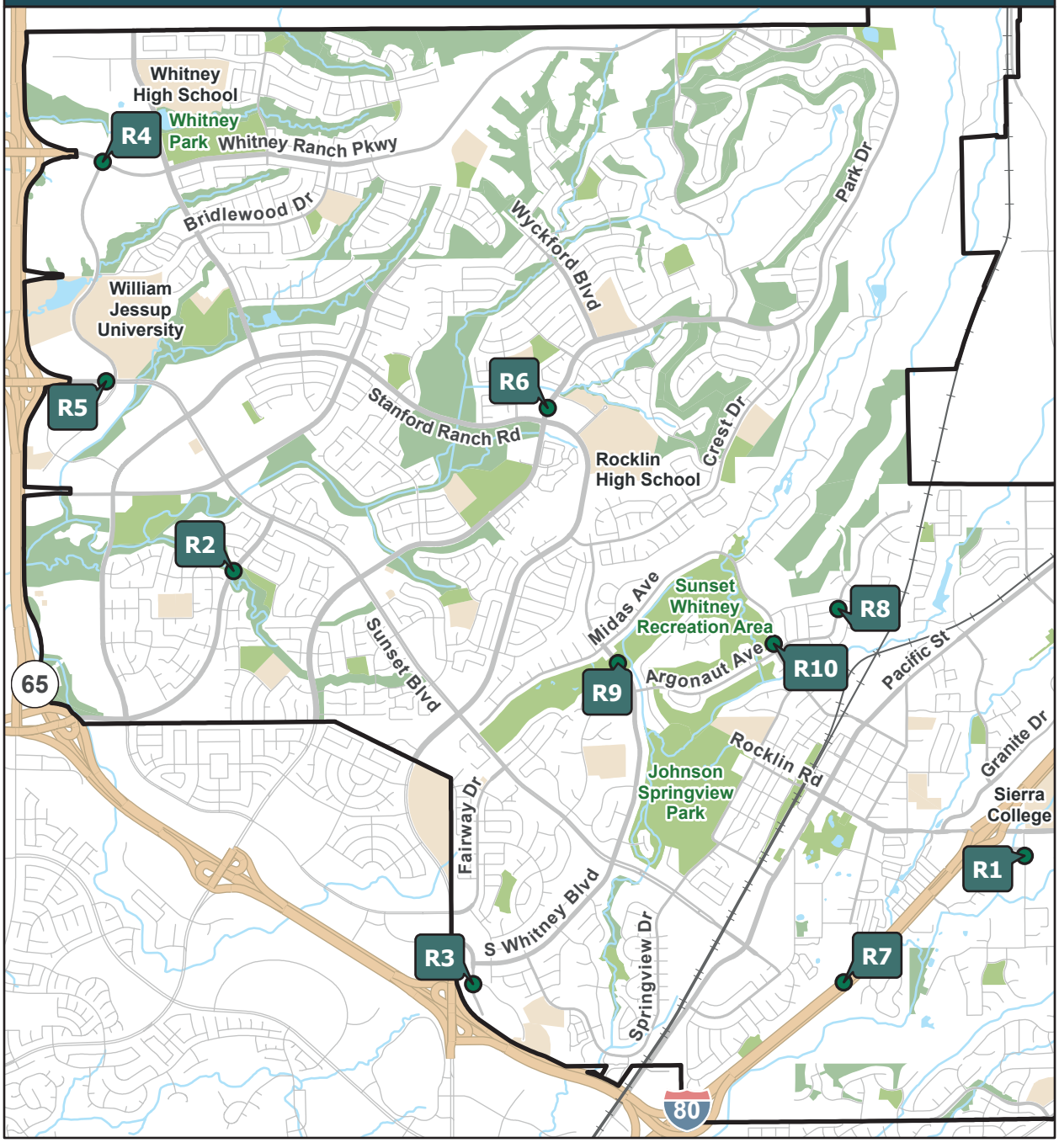
Roadway Improvement Project Expenditures by Project

Project Name / Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Aguilar Road Improvements - 50104								
General Fund (100)	40,900	-	-	-	-	-	-	40,900
Sales Tax SB 325 (210)	220,200	734,700	-	-	-	-	-	954,900
At-Grade Railroad Roadway and Pedestrian Improvements - 50159								
Sales Tax SB 325 (210)	-	-	250,000	-	-	356,000	-	606,000
Grant / CALTRANS - RSTP (240)	-	-	450,000	-	-	3,101,900	-	3,551,900
Blue Oaks Boulevard Pedestrian Signal - 50177								
Sales Tax SB 325 (210)	-	657,300	-	-	-	-	-	657,300
CFD #7 (706)	-	53,900	-	-	-	-	-	53,900
Bicycle / Pedestrian - LTF (212)	-	286,000	-	-	-	-	-	286,000
China Garden Drainage Improvements - 50008								
Sales Tax SB 325 (210)	-	-	100,000	-	-	-	-	100,000
Five Star Boulevard and Destiny Drive Repaving - 50049								
Sales Tax SB 325 (210)	-	932,800	-	-	-	-	-	932,800
I-80 Westbound Auxiliary Lane - 50161								
Grant / SPRTA (240)	6,100	868,900	-	-	-	-	-	875,000
Mission Hills Reconstructoin - Phase IV - 50154								
SB1 - RMRA (205)	-	539,700	-	-	-	-	-	539,700
Monument Springs Drive Roadway /Bridge Improvements - 50173								
Traffic Circulation (302)	-	1,500,000	-	-	10,000,000	-	-	11,500,000
Oak and Pine Block Improvements - 50021								
Sales Tax SB 325 (210)	-	-	150,000	-	1,700,000	-	-	1,850,000
Park Drive Pavement Rehabilitation - 50005								
Sales Tax SB 325 (210)	-	319,000	-	-	-	-	-	319,000
Grant / CALTRANS - RSTP (240)	113,800	1,751,700	-	-	-	-	-	1,865,500
Placer County Water Agency Roadway Improvements - 50174								
Sales Tax SB 325 (210)	-	693,500	-	150,000	200,000	200,000	200,000	1,443,500
Rocklin Road / I-80 Interchange Improvements - 50162								
Grant / RSTP (240)	-	-	-	-	10,000	-	-	10,000
Grant / CMAQ (240)	-	-	-	-	503,000	-	-	503,000
Grant / SPRTA (240)	1,666,700	3,447,500	-	981,800	5,404,000	-	-	11,500,000
Traffic Circulation (302)	-	-	-	-	6,000,000	-	-	6,000,000
Unfunded - Seeking Federal Earmark (UFE)	-	-	3,000,000	-	-	-	-	3,000,000
Unfunded - Seeking Federal Grant (UFG)	-	-	-	-	22,500,000	-	-	22,500,000
Rocklin Road Widening - 50129								
Traffic Circulation (302)	-	200,000	-	-	-	-	-	200,000
Sierra College Boulevard at I-80 Resurfacing - 50087								
Sales Tax SB 325 (210)	-	-	200,000	-	-	-	-	200,000
Sierra College Boulevard Widening - 50164								
Traffic Circulation (302)	24,200	750,000	-	-	-	-	-	774,200

Roadway Improvement Project Expenditures by Project

Project Name / Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Sunset Boulevard Widening - 50094								
Traffic Circulation (302)	-	200,000	200,000	-	-	-	-	400,000
Uncontrolled Crosswalk Enhancements - 50158								
Sales Tax SB 325 (210)	-	200,000	615,000	325,000	325,000	-	-	1,465,000
Whitney Ranch Parkway Widening - 50081								
Grant / SPRTA (240)	-	-	3,100,000	-	-	-	-	3,100,000
Whitney Ranch Interchange Impact Fees (325)	-	200,000	700,000	-	-	-	-	900,000
Totals by Fund								
General Fund (100)	40,900	-	-	-	-	-	-	40,900
SB1 - RMRA (205)	-	539,700	-	-	-	-	-	539,700
Sales Tax SB 325 (210)	220,200	3,537,300	1,315,000	475,000	2,225,000	556,000	200,000	8,528,500
Bicycle / Pedestrian (212)	-	286,000	-	-	-	-	-	286,000
CFD #7 (706)	-	53,900	-	-	-	-	-	53,900
Grant (240)	1,786,600	6,068,100	3,550,000	981,800	5,917,000	3,101,900	-	21,405,400
Traffic Circulation (302)	24,200	2,650,000	200,000	-	16,000,000	-	-	18,874,200
Whitney Ranch Interchange Impact Fees (325)	-	200,000	700,000	-	-	-	-	900,000
Unfunded - Seeking Federal Earmark (UFE)	-	-	3,000,000	-	-	-	-	3,000,000
Unfunded - Seeking Federal Grant (UFG)	-	-	-	-	22,500,000	-	-	22,500,000
Total Roadway Improvements	**2,071,900**	**13,335,000**	**8,765,000**	**1,456,800**	**46,642,000**	**3,657,900**	**200,000**	**76,128,600**

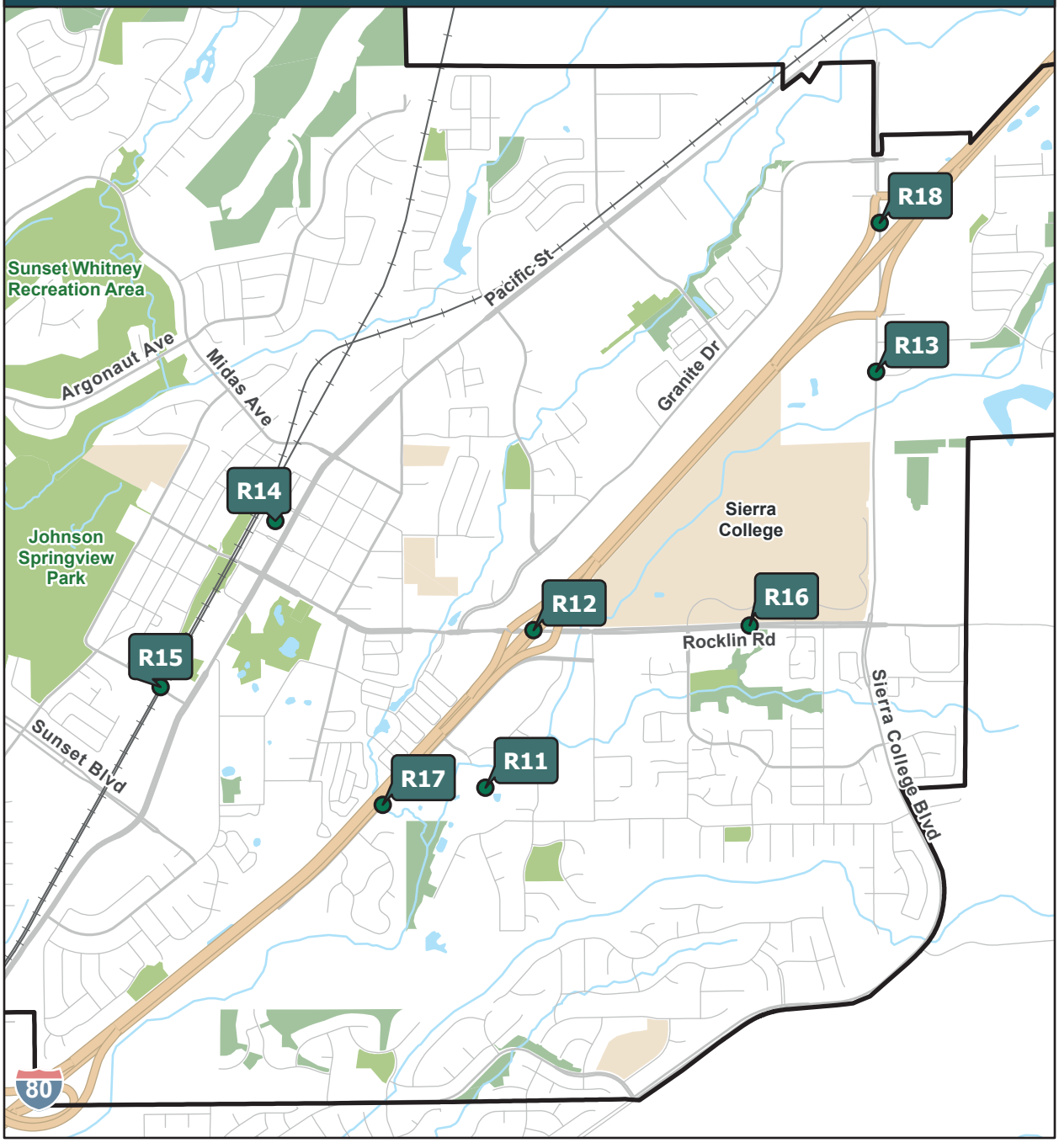
Roadway Improvement Projects



No.	Project
R1	Aguilar Road Improvements
R2	Blue Oaks Boulevard Pedestrian Signal
R3	Five Star Boulevard and Destiny Drive Repaving
R4	Whitney Ranch Parkway Widening
R5	Sunset Boulevard Widening

No.	Project
R6	Park Drive Pavement Rehabilitation
R7	I-80 Westbound Auxiliary Lane
R8	Mission Hills Reconstruction - Phase IV
R9	Uncontrolled Crosswalk Enhancements
R10	Placer County Water Agency Roadway Improvements

Roadway Improvement Projects



No.	Project
R11	Monument Springs Drive Roadway and Bridge Imprv.
R12	Rocklin Road / I-80 Interchange Improvements
R13	Sierra College Boulevard Widening
R14	Oak and Pine Block Improvements
R15	At-Grade Railroad Roadway and Pedestrian Improvements
R16	Rocklin Road Widening
R17	China Garden Drainage Improvements
R18	Sierra College Boulevard at I-80 Resurfacing

Project Name	Project #

Aguilar Road Improvements

Aguilar Road between China Garden Road and Greenbrae Road

50104

Description

Aguilar Road Improvements include road resurfacing, installation of curb, gutter, sidewalk, and drainage improvements. Construction costs to be determined as design is defined.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
100 General Fund	40,900	-	-	-	-	-	-	40,900
210 Sales Tax SB 325	220,200	734,700		-	-	-	-	954,900
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ 261,100	$ 734,700	$ -	$ -	$ -	$ -	$ -	$ 995,800

Project Manager: Hunter Young
Department: Community Development

Start Date: 05/15/22
Est. Completion Date: 06/30/28



Project Name	Project #

At-Grade Railroad Roadway and Pedestrian Improvements

Various railroad crossings throughout the City

50159

Description

Various at-grade railroad crossings in the City will be assessed to identify the following: 1) gaps in the sidewalk network, 2) roadway safety improvements, and 3) pavement resurfacing on streets where rail crossings exist. The priority of railroad crossings is Farron Street, Del Mar Avenue, Midas Avenue, and Dominguez Road.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 Sales Tax SB 325	-	-	250,000	-	-	-	-	250,000
240 Grant / RSTP	-	-	450,000	-	-	-	-	450,000
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	-	-	-	-	356,000	-	356,000
240 Grant / RSTP	-	-	-	-	-	3,101,900	-	3,101,900
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 700,000	$ -	$ -	$ 3,457,900	$ -	$ 4,157,900

Project Manager: Hunter Young
Department: Community Development

Est. Start Date: 07/01/24
Est. Completion Date: 12/31/28



Project Name	Project #

Blue Oaks Boulevard Pedestrian Signal

Blue Oaks Boulevard between Cassia Way and Tanager Way

50177

Description

A new traffic signal will be installed to allow for the safe crossing of pedestrians connecting the existing multi-use trails contiguous with City open space. Additionally, ADA improvements, including curb ramps and median island refuge, will be constructed to allow for crossing the existing landscaped median.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 Sales Tax SB 325	-	127,300	-	-	-	-	-	127,300
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	530,000	-	-	-	-	-	530,000
212 Bicycle/Pedestrian	-	286,000	-	-	-	-	-	286,000
706 CFD #7	-	53,900	-	-	-	-	-	53,900
Total	$ -	$ 997,200	$ -	$ -	$ -	$ -	$ -	$ 997,200

Project Manager: Hunter Young
Department: Community Development

Start Date: 06/30/23
Est. Completion Date: 06/30/25



Project Name	Project #

China Garden Drainage Improvements

5580 China Garden Road

50008

Description

A new catch basin and storm drain pipe will be installed on the south side of China Garden Road near the existing pond located on private property to ensure future roadway drainage is captured and discharged into the pond without breaching the existing asphalt berm on the south side of the roadway. This project was committed to by the City due to involvement from the Central Valley Regional Water Quality Control Board. Work will also include topographic survey, potholing utilities, and construction.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 Sales Tax SB 325	-	-	25,000	-	-	-	-	25,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	-	75,000	-	-	-	-	75,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000

Project Manager: Hunter Young
Department: Community Development

Est. Start Date: 02/01/25
Est. Completion Date: 12/31/25



Project Name	Project #

Five Star Boulevard and Destiny Drive Repaving

Five Star Boulevard from Stanford Ranch Road to the end and Destiny Drive from Five Star Boulevard to the end

50049

Description

Rehabilitate pavement, replace traffic signal loops, install new striping, and update ADA curb ramps where appropriate.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	932,800	-	-	-	-	-	932,800
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 932,800	$ -	$ -	$ -	$ -	$ -	$ 932,800

Project Manager: Hunter Young
Department: Community Development

Start Date: 06/30/23
Est. Completion Date: 09/30/24



Project Name	Project #

I-80 Westbound Auxiliary Lane

Westbound I-80 between Rocklin Road and State Route 65

50161

Description

The first phase of the project is to complete the Project Approval and Environmental Document (PA&ED) consistent with Caltrans standards for work on the National Highway System. The project will ultimately construct an auxiliary lane between the Rocklin Road acceleration lane and the deceleration lane for the westbound connector to State Route 65.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
240 Grant / SPRTA	6,100	868,900	-	-		-	-	875,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ 6,100	$ 868,900	$ -	$ -	$ -	$ -	$ -	$ 875,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 02/01/23
Est. Completion Date: 2035



Project Name	Project #

Mission Hills Reconstruction (Phase IV)

Various streets in the Mission Hills, Hillside, and Argonaut area

50154

Description

Resurface Argonaut Avenue between Midas Avenue and Hillside Drive.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
205 SB1 RMRA	-	539,700	-	-	-	-	-	539,700
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 539,700	$ -	$ -	$ -	$ -	$ -	$ 539,700

Project Manager: Rick Lawrence
Department: Public Works

Start Date: 06/30/23
Est. Completion Date: 09/30/24



Project Name	Project #

Monument Springs Drive Roadway and Bridge Improvements

Greenbrae Road to Hidden Glen Drive

50173

Description

This is a roadway gap closure project which will construct new roadway, curb, gutter, and sidewalk, including a new bridge over Secret Ravine, to connect to the existing roadway at the intersections of Hidden Glen Drive as well as Greenbrae Road. Work will also include installation of underground utilities and coordination with utility owners as appropriate.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
302 Traffic Circulation	-	1,500,000	-	-	-	-	-	1,500,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
302 Traffic Circulation	-	-	-	-	10,000,000	-	-	10,000,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 1,500,000	$ -	$ -	$ 10,000,000	$ -	$ -	$ 11,500,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 06/30/23
Est. Completion Date: 12/31/27



Project Name	Project #

Oak and Pine Block Improvements

50021

Railroad Avenue between Oak Street and Pine Street; Pine Street between Railroad Avenue and Pacific Street; Oak Street between Railroad Avenue and Pacific Street

Description

This project will support the City's desire to develop a City-owned lot on Pacific Street between Oak Street and Pine Street. Proposed development of the City's site will require improvements, including but not limited to, curb, gutter, sidewalk, curb ramps, storm drain improvements, and street lighting.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 Sales Tax SB 325	-	-	150,000	-	-	-	-	150,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	-	-	-	1,700,000	-	-	1,700,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 150,000	$ -	$ 1,700,000	$ -	$ -	$ 1,850,000

Project Manager: Hunter Young
Department: Community Development

Est. Start Date: 07/01/24
Est. Completion Date: 06/30/27



Project Name	Project #

Park Drive Pavement Rehabilitation

Park Drive between Stanford Ranch Road and Bay Street

50005

Description

Rehabilitate pavement, replace traffic signal loops, install new striping, and update ADA curb ramps where appropriate.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
240 Grant / RSTP	113,800	-	-	-	-	-	-	113,800
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	319,000	-	-	-	-	-	319,000
240 Grant / RSTP	-	1,751,700	-	-	-	-	-	1,751,700
	-	-	-	-	-	-	-	-
Total	**$ 113,800**	**$ 2,070,700**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,184,500**

Project Manager: Hunter Young
Department: Community Development

Start Date: 02/01/21
Est. Completion Date: 09/30/24



Project Name	Project #

Placer County Water Agency Roadway Improvements

Various segments on Midas Avenue and Sunset Boulevard

50174

Description

Placer County Water Agency (PCWA) will be replacing pipeline on segments of Midas Avenue and Sunset Boulevard. In cooperation with the City, PCWA will expand the scope of pavement restoration to include the full width of the roadway. The City will reimburse PCWA for needed asphalt digouts throughout the project area and will also reimburse for non-project related pavement costs (bike lane areas).

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	693,500	-	150,000	200,000	200,000	200,000	1,443,500
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 693,500	$ -	$ 150,000	$ 200,000	$ 200,000	$ 200,000	$ 1,443,500

Project Manager: Rick Lawrence
Department: Public Works

Start Date: 11/30/23
Est. Completion Date: 06/30/29



Project Name	Project #

Rocklin Road / I-80 Interchange Improvements

(Formerly known as Rocklin Road - Sierra College Corridor Multimodal Enhancements / Diverging Diamond Interchange (DDI)

50162

Eastbound and Westbound on/off ramps at the I-80 and Rocklin Road Interchange

Description

Design and construct roadway and pedestrian improvements, including but not limited to, a diverging diamond interchange (DDI), pedestrian overcrossing of I-80, and other safety enhancements to reduce traffic congestion and improve pedestrian connectivity in Rocklin.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
240 Grant / SPRTA	1,666,700	3,447,500	-	981,800	-	-	-	6,096,000
Unfunded (Earmark)	-	-	3,000,000	-	-	-	-	3,000,000
Construction								
240 Grant / RSTP	-	-	-	-	10,000	-	-	10,000
240 Grant / CMAQ	-	-	-	-	503,000	-	-	503,000
240 Grant / SPRTA	-	-	-	-	5,404,000	-	-	5,404,000
302 Traffic Circulation	-	-		-	6,000,000	-	-	6,000,000
Unfunded	-	-		-	22,500,000	-	-	22,500,000
Total	**$ 1,666,700**	**$ 3,447,500**	**$ 3,000,000**	**$ 981,800**	**$ 34,417,000**	**$ -**	**$ -**	**$ 43,513,000**

Project Manager: Hunter Young
Department: Community Development

Start Date: 08/01/21
Est. Completion Date: 12/31/28



Project Name	Project #

Rocklin Road Widening

Rocklin Road between I-80 and Sierra College Boulevard

50129

Description

This first phase of the project will perform preliminary engineering to identify the ultimate right-of-way necessary for widening Rocklin Road from four lanes to six between I-80 and Sierra College Boulevard. Preliminary engineering can study traffic impacts, assuming the diverging diamond interchange at I-80/Rocklin Road is constructed, as well as early environmental concerns. Right-of-way impacts will be included as Sierra College and the City have an agreement by which Sierra College will dedicate the necessary right-of-way to the City within a stipulated timeline. There is no construction timeline associated with this project.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
302 Traffic Circulation	-	200,000	-	-	-	-	-	200,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 05/01/24
Est. Completion Date: 06/30/26



Project Name	Project #

Sierra College Boulevard at I-80 Resurfacing

Sierra College Boulevard between Granite Drive and Schriber Way

50087

Description

Pavement rehabilitation on Sierra College Boulevard between Granite Drive and Schriber Way. Construction costs to be determined as design is defined.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 SB325 Sales Tax	-	-	200,000	-	-	-	-	200,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000

Project Manager: Hunter Young
Department: Community Development

Est. Start Date: 07/01/24
Est. Completion Date: 12/31/26



Project Name	Project #

Sierra College Boulevard Widening

Southbound Sierra College Boulevard between Schriber Way/Rocklin Station Driveway and Dominguez Road

50164

Description

Widen southbound Sierra College Boulevard between Schriber Way and Dominquez Road to install pavement for a future third southbound travel lane as well as install new sidewalk contiguous with the Lifehouse Church property. Additional improvements will replace traffic signal loops, install new striping, traffic signal pole, and update one ADA curb ramp.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
302 Traffic Circulation	24,200	-	-	-	-	-	-	24,200
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
302 Traffic Circulation	-	750,000	-	-	-	-	-	750,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ 24,200	$ 750,000	$ -	$ -	$ -	$ -	$ -	$ 774,200

Project Manager: Hunter Young
Department: Community Development

Start Date: 06/30/23
Est. Completion Date: 04/30/25



Project Name	Project #

Sunset Boulevard Widening

Sunset Boulevard (Eastbound) between State Route 65 and Atherton Road

50094

Description

Widening of eastbound Sunset Boulevard from State Route 65 to east of Atherton Road to provide for three eastbound lanes consistent with the General Plan. The work will include a third eastbound travel lane, sidewalk, curb, gutter, street lighting, and landscaping. The current phase is to obtain CEQA clearance, identify right of way impacts, and prepare conceptual design. If funding allows, full construction documents may be prepared. Construction costs to be determined as design is defined.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
302 Traffic Circulation	-	200,000	200,000	-	-	-	-	400,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 200,000	$ 200,000	$ -	$ -	$ -	$ -	$ 400,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 05/01/24
Est. Completion Date: 12/31/27



Project Name	Project #

Uncontrolled Crosswalk Enhancements

Various crosswalks throughout the City

50158

Description

Staff assessed existing uncontrolled crosswalks throughout the City to prioritize crosswalk enhancements to increase pedestrian safety. FY 2023/24 improvements include installation of curb ramps and flashing lights on Crest Drive at Valley View Elementary school. Striping and signing upgrades will be installed Whitney High, Springview Middle, and eight other elemetary schools. Proposed work in FY 2024/25 include curb ramps and median island passageway on Whitney Boulevard south of Midas Avenue above the golf cart tunnel.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 Sales Tax SB 325	-	-	15,000	25,000	25,000	-	-	65,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	200,000	600,000	300,000	300,000	-	-	1,400,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	**$ -**	**$ 200,000**	**$ 615,000**	**$ 325,000**	**$ 325,000**	**$ -**	**$ -**	**$ 1,465,000**

Project Manager: Hunter Young
Department: Community Development

Start Date: 09/01/23
Est. Completion Date: 06/30/27



Project Name	Project #

Whitney Ranch Parkway Widening

Whitney Ranch Parkway from State Route 65 to University Avenue

50081

Description

Widen Whitney Ranch Parkway between the City limits and University Avenue, including installation of a new traffic signal at University Avenue. The project will also includes installation of a second northbound left turn lane from University Avenue to westbound Whitney Ranch Parkway consistent with the City's General Plan. The project requires coordination with the private development (i.e., Whitney Ranch Retail) located on the southwest corner of the intersection due to right-of-way impacts as well as coordination with Placer County Public Works in connection with the County's Placer Parkway project.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
325 WR Interchange	-	200,000	-	-	-	-	-	200,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
240 Grant / SPRTA	-	-	3,100,000	-	-	-	-	3,100,000
325 WR Interchange	-	-	700,000	-	-	-	-	700,000
	-	-	-	-	-	-	-	-
Total	$ -	$ 200,000	$ 3,800,000	$ -	$ -	$ -	$ -	$ 4,000,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 03/01/24
Est. Completion Date: 12/31/25



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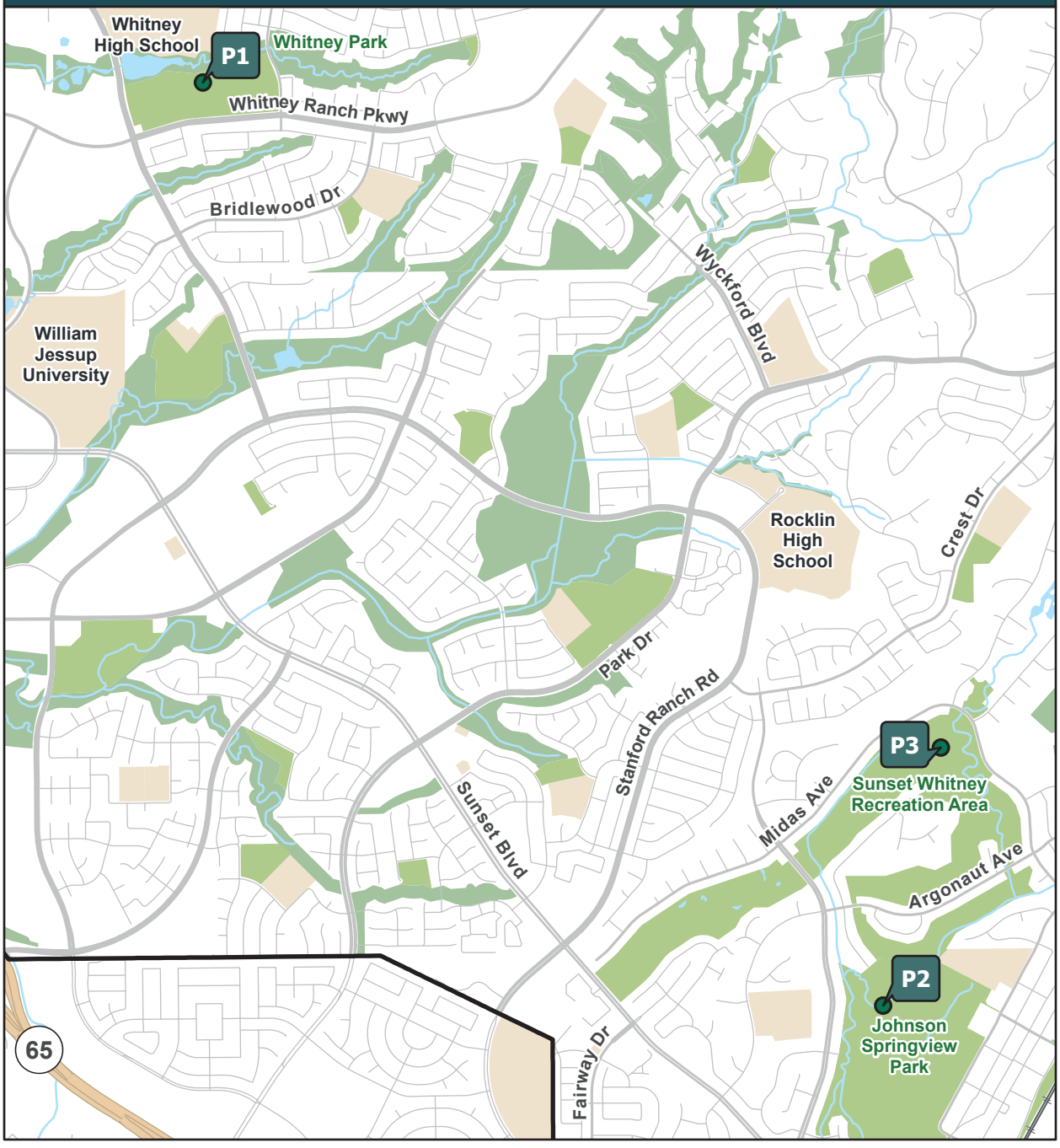
Capital Improvement Program

Parks and Trails Improvement Projects

Parks and Trails Improvement Project Expenditures by Project

Project Name / Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Bicycle Pump Track and Parking Lot Extension - 45225								
General Fund (100)	-	1,276,000	-	-	-	-	-	1,276,000
North West Rocklin Community Park Fee (307)	19,500	900,500	-	-	-	-	-	920,000
Johnson Springview Community Park Pedestrian Bridge - 40035								
Grant / State Earmark (275)	-	500,000	-	-	-	-	-	500,000
Sunset Whitney Recreation Area Improvements - 21005								
General Fund (100)	-	2,694,600	250,000	-	-	-	-	2,944,600
Grant / Placer Valley Tourism (275)	-	400,000	-	-	-	-	-	400,000
								-
								-
								-
Totals by Fund								
General Fund (100)	-	3,970,600	250,000	-	-	-	-	4,220,600
Grants & Other Reimbursables (275)	-	900,000	-	-	-	-	-	900,000
North West Rocklin Community Park Fee (307)	19,500	900,500	-	-	-	-	-	920,000
Total Parks and Trails Improvements	**19,500**	**5,771,100**	**250,000**	**-**	**-**	**-**	**-**	**6,040,600**

Parks and Trails Improvement Projects



No. Project

P1 Bicycle Pump Track and Parking Lot Extension
P2 Johnson Springview Community Park Pedestrian Bridge
P3 Sunset Whitney Recreation Area Improvements

Project Name	Project #

Bicycle Pump Track and Parking Lot Extension

Whitney Community Park - 1801 Whitney Ranch Parkway

45225

Description

Design and construction of a bicycle pump track at Whitney Community Park. The project will also extend the existing parking lot, install a shade structure, and construct other amenities as funding permits.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
Pump Track								
307 NW Rocklin Park Fees	19,500	72,800	-	-	-	-	-	92,300
Construction								
Pump Track								
307 NW Rocklin Park Fees	-	827,700	-	-	-	-	-	827,700
Parking Lot Extension								
100 General Fund	-	1,276,000	-	-	-	-	-	1,276,000
Total	**$ 19,500**	**$ 2,176,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,196,000**

Project Manager: Hunter Young
Department: Community Development

Start Date: 01/01/22
Est. Completion Date: 04/30/25



Project Name	Project #

Johnson Springview Community Park Pedestrian Bridge

Johnson Springview Community Park - 5480 5th Street

40035

Description

Connect Johnson Springview Community Park and Sunset Whitney Recreation Area with a pedestrian bridge. The project is intended to be a joint development between South Placer Municipal Utility District (SPMUD) and the City of Rocklin. SPMUD is taking the lead on the design and environmental portion of the project.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
275 Grants-State Earmark	-	500,000	-	-	-	-	-	500,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 07/01/23
Est. Completion Date: 12/31/27



Project Name	Project #

Sunset Whitney Recreation Area Improvements

Sunset Whitney Recreation Area - 4201 Midas Avenue

21005

Description

Design and construct various recreational improvements to encourage physical activity and enhance the quality of life of Rocklin residents. Proposed Phase I improvements include pickleball courts, restroom facilities, a maintenance building, Veterans Memorial, and improved parking lot.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
100 General Fund	-	300,000	-	-	-	-	-	300,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
100 General Fund	-	2,394,600	250,000	-	-	-	-	2,644,600
275 Grant / PVT	-	400,000	-	-	-	-	-	400,000
	-	-	-	-	-	-	-	-
Total	$ -	$ 3,094,600	$ 250,000	$ -	$ -	$ -	$ -	$ 3,344,600

Project Manager: Hunter Young
Department: Community Development

Start Date: 01/01/23
Est. Completion Date: 12/31/26



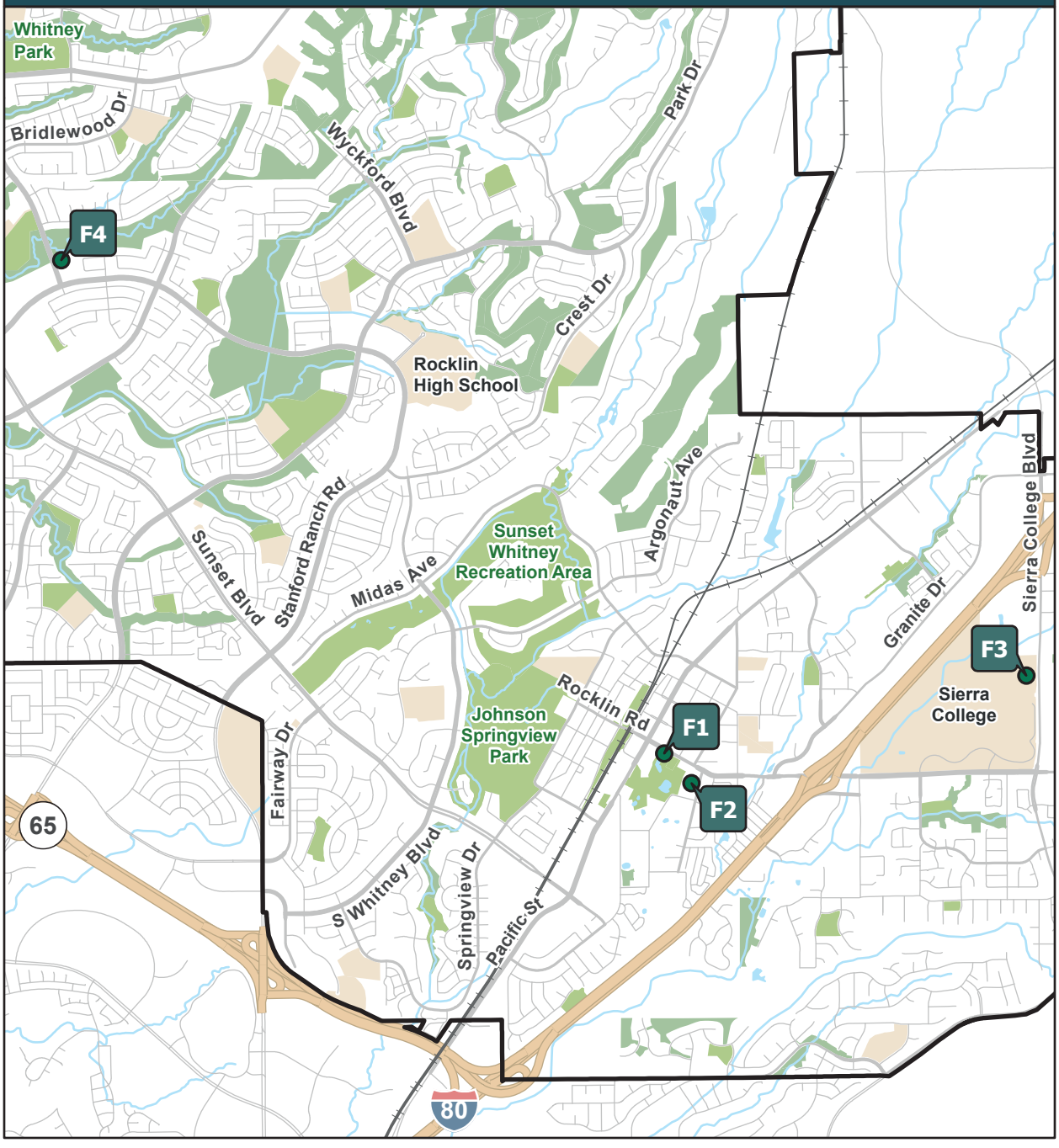
Capital Improvement Program

Facility Improvement Projects

Facility Improvement Project Expenditures by Project

Project Name / Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
City Hall Office Space Study and Remodel - 45421								
General Fund (100)	24,000	-	-	-	-	-	-	24,000
Capital Construction Fee (304)	-	476,000	-	-	-	-	-	476,000
Fire Station 22 - 50240								
General Fund (100)	-	1,228,500	-	-	-	-	-	1,228,500
Fire Station 25 Privacy - 41016								
General Fund (100)	-	322,500	-	-	-	-	-	322,500
Police Department HVAC and Roof Replacement - 45461								
Capital Construction Fee (304)	-	1,850,000	-	-	-	-	-	1,850,000
Totals by Fund								
General Fund (100)	24,000	1,551,000	-	-	-	-	-	1,575,000
Capital Construction Fee (304)	-	2,326,000	-	-	-	-	-	2,326,000
Total Facility Improvements	**24,000**	**3,877,000**	**-**	**-**	**-**	**-**	**-**	**3,901,000**

Facility Improvement Projects



No. Project

F1 City Hall Office Space Study and Remodel
F2 Police Department HVAC and Roof Replacement
F3 Fire Station 22
F4 Fire Station 25 Privacy

Project Name	Project #

City Hall Office Space Study and Remodel

City Hall - 3970 Rocklin Road

45421

Description

Evaluate and remodel the current space and departmental needs of the City Hall. This effort will improve efficiencies, enhance security for staff, confidential matters and materials, and realign space for specific departmental needs. Construction costs to be determined as design is defined.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
100 General Fund	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
100 General Fund	24,000	-	-	-	-	-	-	24,000
304 Capital Construction	-	476,000	-	-	-	-	-	476,000
	-	-	-	-	-	-	-	-
Total	$ 24,000	$ 476,000	$ -	$ -	$ -	$ -	$ -	$ 500,000

Project Manager: Matt McClure
Department: Public Works

Start Date: 07/01/22
Est. Completion Date: 06/30/25



Project Name	Project #
Fire Station 22 Sierra College Boulevard at Stadium Way	**50240**

Description

Design and construct a new fire station to serve the residents of southeast Rocklin. Construction costs to be determined as design is defined.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
100 General Fund	-	1,228,500	-	-	-	-	-	1,228,500
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 1,228,500	$ -	$ -	$ -	$ -	$ -	$ 1,228,500

Project Manager: Elizabeth Sorg
Department: City Manager's Office

Start Date: 01/22/24
Est. Completion Date: 12/31/27



Project Name	Project #

Fire Station 25 Privacy

Fire Station 25 - 2001 Wildcat Boulevard

41016

Description

Fire Station 25 houses one Type I Engine and one Type III Engine. The facility has living space for four personnel including one Fire Captain, one Fire Engineer, and two Firefighters. Living quarters for the personnel were constructed as a dorm style, but have been modified with curtains to improve privacy. The goal of the project is to improve employee privacy by modifying the existing facility to create individual rooms. This modification shall also include the designated Fire Captain's dorm, including replacing a door with a wall and ensuring the area is properly ventilated.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
100 General Fund	-	35,000	-	-	-	-	-	35,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
100 General Fund	-	287,500	-	-	-	-	-	287,500
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 322,500	$ -	$ -	$ -	$ -	$ -	$ 322,500

Project Manager: Matt McClure
Department: Public Works

Start Date: 07/01/22
Est. Completion Date: 06/30/25



Project Name	Project #

Police Department HVAC and Roof Replacement

Police Department - 4080 Rocklin Road

45461

Description

The Facilities' Reserve Study shows replacement of the Police Station HVAC units in FY 2023/24. There have been some premature failures of the single-ply roofing and some major repairs have been made to prevent leaks. To avoid catastrophic failure, the roofing needs to be replaced before it's condition worsens. Given the impending HVAC replacement, it is efficient and cost-effective to coordinate the roofing replacement simultaneously.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
304 Capital Construction	-	1,850,000	-	-	-	-	-	1,850,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 1,850,000	$ -	$ -	$ -	$ -	$ -	$ 1,850,000

Project Manager: Matt McClure
Department: Public Works

Est. Start Date: 06/01/24
Est. Completion Date: 10/31/24



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Capital Improvement Program

Programs

Capital Improvement Program Expenditures by Program

Project Name / Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
ADA Transition Program - Multi								
HUD - CDBG (257)	182,300	197,600	200,000	200,000	200,000	200,000	200,000	1,379,900
Sales Tax SB 325 (210)	208,800	315,000	450,000	300,000	300,000	300,000	300,000	2,173,800
Bridge Preventative Maintenance Program - 50016								
Sales Tax SB 325 (210)	-	-	75,000	75,000	75,000	75,000	75,000	375,000
Local Roadway Safety Plan Implementation Program - 50017								
Sales Tax SB 325 (210)	-	-	150,000	150,000	150,000	150,000	150,000	750,000
Park Amenity Replacement Program - 10605								
General Fund (100)	-	-	170,000	-	240,000	255,000	-	665,000
CFD #5 (232)	-	-	-	225,000	-	-	270,000	495,000
Pavement Management Program - 50007								
SB1 - RMRA (205)	-	163,100	1,350,000	1,000,000	1,000,000	1,000,000	1,000,000	5,513,100
Sales Tax SB 325 (210)	234,400	957,500	805,000	805,000	805,000	805,000	805,000	5,216,900
Stormwater Pipe Replacement Program - 50139								
Sales Tax SB 325 (210)	57,500	1,000,500	632,500	632,500	632,500	632,500	632,500	4,220,500
Totals by Fund								
General Fund (100)	-	-	170,000	-	240,000	255,000	-	665,000
SB1 - RMRA (205)	-	163,100	1,350,000	1,000,000	1,000,000	1,000,000	1,000,000	5,513,100
Sales Tax SB 325 (210)	500,700	2,273,000	2,112,500	1,962,500	1,962,500	1,962,500	1,962,500	12,736,200
CFD #5 (232)	-	-	-	225,000	-	-	270,000	495,000
HUD - CDBG (257)	182,300	197,600	200,000	200,000	200,000	200,000	200,000	1,379,900
Total Improvement Programs	**683,000**	**2,633,700**	**3,832,500**	**3,387,500**	**3,402,500**	**3,417,500**	**3,432,500**	**20,789,200**

Project Name	Project #

ADA Transition Program

Citywide

Multi

Description

Upgrade existing curb ramps, curbs, gutters, and sidewalks for ADA compliance.

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	208,800	315,000	450,000	300,000	300,000	300,000	300,000	2,173,800
257 HUD CDBG	182,300	197,600	200,000	200,000	200,000	200,000	200,000	1,379,900
	-	-	-	-	-	-	-	-
Total	**$ 391,100**	**$ 512,600**	**$ 650,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ 3,553,700**

Project Manager: Rick Lawrence
Department: Public Works

Start Date: Ongoing
Completion Date: Ongoing



Project Name	Project #

Bridge Preventative Maintenance Program

Citywide

50016

Description

Yearly reserve for bridge maintenance throughout the City.

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	-	75,000	75,000	75,000	75,000	75,000	375,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 375,000

Project Manager: Hunter Young
Department: Community Development

Start Date: Ongoing
Completion Date: Ongoing



Project Name	Project #

Local Roadway Safety Plan Implementation Program

Citywide

50017

Description

Implement safety improvements identified in the Local Roadway Safety Plan (LRSP).

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	-	150,000	150,000	150,000	150,000	150,000	750,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 750,000

Project Manager: Hunter Young
Department: Community Development

Start Date: Ongoing
Completion Date: Ongoing



Project Name	Project #

Park Amenity Replacement Program

Various parks throughout the City

10605

Description

Replacement of play structures and other park amenities at the end of their useful life.

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
100 General Fund	-	-	170,000	-	240,000	255,000	-	665,000
232 CFD #5	-	-	-	225,000	-	-	270,000	495,000
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 170,000	$ 225,000	$ 240,000	$ 255,000	$ 270,000	$ 1,160,000

Project Manager: Shawn Darling
Department: Parks and Recreation

Start Date: Ongoing
Completion Date: Ongoing



Project Name	Project #

Pavement Management Program

Citywide

50007

Description

Yearly cost for road maintenance throughout the City to extend the original construction life of road pavement, thereby saving the City major paving costs. Anticipated roadways to be paved in FY 2024/25 and FY 2025/26 include 'The Bluffs' Phases 1 and 2.

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
205 SB1 - RMRA	-	163,100	1,350,000	1,000,000	1,000,000	1,000,000	1,000,000	5,513,100
210 Sales Tax SB 325	234,400	957,500	805,000	805,000	805,000	805,000	805,000	5,216,900
	-	-	-	-	-	-	-	-
Total	**$ 234,400**	**$ 1,120,600**	**$ 2,155,000**	**$ 1,805,000**	**$ 1,805,000**	**$ 1,805,000**	**$ 1,805,000**	**$ 10,730,000**

Project Manager: Rick Lawrence
Department: Public Works

Start Date: Ongoing
Completion Date: Ongoing



Project Name	Project #

Stormwater Pipe Replacement Program

Citywide

50139

Description

Repair and replace existing corrugated metal drainage pipe at various locations within the City's storm drain system. The stormwater assessment report has identified major outfall work and other pipes that are reaching the end of their life-cycle.

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	57,500	1,000,500	632,500	632,500	632,500	632,500	632,500	4,220,500
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	**$ 57,500**	**$ 1,000,500**	**$ 632,500**	**$ 632,500**	**$ 632,500**	**$ 632,500**	**$ 632,500**	**$ 4,220,500**

Project Manager: Rick Lawrence
Department: Public Works

Start Date: Ongoing
Completion Date: Ongoing



Capital Improvement Plan

Equipment

CAPITAL EQUIPMENT

Fleet Asset or Equipment Type	Department Requesting or Assigned To
Automated External Defibrillator	**Fire**

Justification

The replacement schedule for an automated external defibrillator is recommended to be 6-8 years. The plan is to replace one unit that has exceeded it's useful life each year for the next five years. Price includes 6 years of support services and the approximate trade in value.

Purpose and Use

- ☐ New Fleet Vehicle / Fleet Equipment
- ☑ Capital Equipment (Non-Fleet)

- ☑ Replace Obsolete or Outdated Equipment
- ☐ Reduce Staff Time / Increase Efficiency
- ☐ Expand Service or New Operation
- ☑ Meet Required Regulations / Safety Standards

Cost Breakdown

Quantity	1	Per Unit Cost	Total Cost
Purchase Price		51,000	**51,000**
Lease Price - Per Year		-	**-**
Up-Fit / Equipment		-	**-**
Misc.			**-**
Less Discount		-	**-**
Less Trade In		(6,500)	**(6,500)**
Total		**$ 44,500**	**$ 44,500**

Funding Source	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Total
100 General Fund	44,500	45,000	46,000	46,500	47,000	**229,000**
	-	-	-	-	-	**-**
	-	-	-	-	-	**-**
	-	-	-	-	-	**-**
	-	-	-	-	-	**-**
Total	**$ 44,500**	**$ 45,000**	**$ 46,000**	**$ 46,500**	**$ 47,000**	**$ 229,000**

Requested by **Reginald Williams, Fire Chief**

CAPITAL EQUIPMENT

Fleet Asset or Equipment Type	Department Requesting or Assigned To
Mechanical Chest Compression Unit	**Fire**

Justification

The replacement schedule for a mechanical chest compression unit is recommended to be 9-10 years. The current unit has reached the end of it's useful life. The plan is to replace one unit each year for the next four years.

Purpose and Use

- ☐ New Fleet Vehicle / Fleet Equipment
- ☑ Capital Equipment (Non-Fleet)

- ☑ Replace Obsolete or Outdated Equipment
- ☐ Reduce Staff Time / Increase Efficiency
- ☐ Expand Service or New Operation
- ☑ Meet Required Regulations / Safety Standards

Cost Breakdown

Quantity	1	Per Unit Cost	Total Cost
Purchase Price		20,000	**20,000**
Lease Price - Per Year		-	-
Up-Fit / Equipment		-	-
Misc.			-
Less Discount		-	-
Less Trade In			-
Total		**$ 20,000**	**$ 20,000**

Funding Source	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Total
100 General Fund	20,000	20,000	20,000	20,000	-	**80,000**
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ -**	**$ 80,000**

Requested by **Reginald Williams, Fire Chief**

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Capital Improvement Program

Appendices



ACRONYMS

ADA	Americans with Disabilities Act
CDBG	Community Development Block Grant (Federal Grant)
CEQA	California Environmental Quality Act
CFD	Community Facilities District
CIP	Capital Improvement Program or Capital Improvement Project
CMAQ	Congestion Mitigation and Air Quality (Federal Grant)
DOC	Department Operation Center
EOC	Emergency Operations Center
FEMA	Federal Emergency Management Agency
FY	Fiscal Year
GAAP	Generally Accepted Accounting Principles
GASB	Governmental Accounting Standards Board
GF	General Fund
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HUD	Housing and Urban Development
L & L	Landscaping and Lighting
LCTOP	Low Carbon Transit Operations Program
LED	Light-Emitting Diode
LLAD	Landscape and Lighting Assessment District
LOS	Level of Service
NEPA	National Environmental Policy Act
O & M	Operations and Maintenance
OES	Office of Emergency Services
PMP	Pavement Management Program
PPE	Personal Protective Equipment
RFP	Request for Proposal
RFQ	Request for Qualifications
RMRA	Road Maintenance and Rehabilitation Account
ROW	Right-of-Way
RSTP	Regional Surface Transportation Program (Federal Grant)
RTIP	Regional Transportation Improvement Program (State Grant)
STP	Surface Transportation Program
SB1	Senate Bill 1: The Road Repair and Accountability Act of 2017
SPRTA	South Placer Regional Transportation Authority
SWRA	Sunset Whitney Recreation Area
TDA	Transportation Development Act

GLOSSARY

Account Number
Numeric identification of the account. The City's account number structure is comprised of three fields of characters. The first field is three characters wide and identifies the various unique funds within the accounting system. The next field contains three characters and identifies the division within the City. The final field contains four characters and identifies the object code of the account number. The same object code may be used in many divisions. The combination of the three fields provides for a unique number for the transaction.

Accrual Basis
A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

Americans with Disabilities Act of 1990 (ADA)
A federal law providing for a wide range of protection to individuals with disabilities ranging from prohibitions against discrimination in employment to specific requirements for modifications of public facilities and transportation systems.

Appropriation
An authorization granted by the City Council to make expenditures and to incur obligations for specific purposes.

Assessment District
A separate local government agency formed to provide specific services. Property owners within the assessment district boundary pay the district in proportion to the benefits or services they receive.

Bond
A municipal bond is a written promise from a local government to repay a sum of money on a specific date at a specified interest rate. Bonds are most frequently used to finance capital improvement projects such as buildings, streets and bridges.

Budget
An annual financial plan consisting of proposed and approved expenditures for specified purposes and the proposed means for financing them.

Budget Amendments
The City Council has the sole responsibility for adopting the City's budget, and may amend or supplement the budget at any time after adoption by majority vote. The City Manager has the authority to approve line item budgetary transfers between expenditure objects of the budget as long as it is in the same fund and within the same division.

GLOSSARY

Capital Assets
Capital assets include land, improvements to land, buildings, building improvements, vehicles, equipment, and infrastructure with an initial, individual cost of $10,000 ($5,000 if grant funded) or more, $100,000 for infrastructure and an estimated life in excess of one year.

Capital Improvement Program (CIP)
A program used to determine the capital improvement priorities, provide for the budget of current year projects, and provide for the forecasting and anticipation of future year expenditures.

Capital Project
Major construction, acquisition, or renovation activities that add value to a government's physical assets or significantly increases the useful life.

Community Facilities District (CFD)
The Mello-Roos Act (1982) allows any county, city, special district, school district, or joint powers authority to establish a CFD that allows for financing of public improvements (e.g., sewers, streets) and services. To establish a CFD, voters within the district must approve its creation by two-thirds.

Contingency
An appropriation of funds to cover unforeseen events.

Construction Engineering
Engineering work during the construction process. This ensures that projects are constructed in accordance with design parameters and specifications.

Debt Service
The costs of paying the principal and interest on borrowed money according to a predetermined payment schedule.

Debt Service Funds
Debt service funds are used to account for the payment of principal and interest on City debt and debt related entities.

Design Engineering
The process of identifying project options, developing a project scope, conducting feasibility analyses, and creating plans, specifications, and estimates for a capital improvement.

Depreciation
The process of allocating the cost of a capital asset to the periods during which the asset is used.

GLOSSARY

Detail Project Sheet
A summary page for a single project or program that details the project objective and proposed budget.

Development Impact Fee
Development impact fees are charged against development to mitigate the impact of new development on existing facilities. Operating and maintenance costs cannot be recovered through development impact fees.

Encumbrance
The commitment of appropriated funds to purchase goods or services. An encumbrance is not an expenditure. An encumbrance reserves funds to be expended.

Fiscal Year
The 12-month period for recording financial transactions specified by the City as beginning July 1st and ending June 30th.

Fund Balance
The total dollars remaining after current expenditures for operations and capital improvements are subtracted from the sum of the beginning fund balance and current resources.

General Plan
The City's controlling policy document for the physical development of the City. Under state law all capital improvement projects must be consistent with the City's General Plan

Generally Accepted Accounting Principles (GAAP)
GAAP are the standard framework of guidelines for financial accounting as defined by the Governmental Accounting Standards Board (GASB) for state and local governments in the U.S.

Grant
Program revenues provided by external agencies, which support a specific purpose, and have a time limit for use. Grants may be classified as either operational or capital, depending on the grantor.

Infrastructure
The physical assets of the City, such as streets, roadways, public buildings and parks, and the support structures within a development.

GLOSSARY

Landscaping and Lighting (L & L) Act of 1972
The 1972 Act lets cities, counties, and special districts levy assessments for land purchase and construction, operation and maintenance of parks, landscaping, lighting, traffic signals, and graffiti abatement.

Ordinance
A formal legislative enactment by the governing board of a municipality. If it is not in conflict with any higher form of law, it has the full force and effect of law within the boundaries of the municipality to which it applies.

Prior Year
The fiscal year preceding the current year.

Project Costs
An estimate of the resources required to complete the capital project as described on the project detail sheet. Many of the project costs shown in the CIP are preliminary in nature since no significant engineering or environmental evaluation has been done which would allow for more specific estimates to be produced.

Projection
Estimate of future performance made by economists, corporate planners and credit and securities analysts, typically using historic trends and other assumed input.

Resolution
In general, expression of desire or intent. Legal order by a government entity.

Right-of-Way
A public designation for space needed to accommodate streets, public utilities and other public facilities.

Special District
A designated geographic area established to provide a specialized service (e.g., Landscape Maintenance District).

GUIDE TO FUNDS

The City uses funds to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance, and to aid financial management, by segregating transactions related to certain City functions or activities.

A fund is an accounting entity with a self-balancing set of accounts established to record the financial position and results of operations of a specific governmental activity.

The City maintains the following fund types:

Governmental Fund Types

- **General Fund**
  The primary operating fund of the City and accounts for all financial resources, except those required to be accounted for in another fund.
- **Special Revenue Funds**
  Account for the proceeds of specific revenue sources (other than special assessments, expendable trusts or capital projects) that are restricted by law or administrative action to expenditures for specified purposes.
- **Capital Project Funds**
  Account for financial resources segregated for the acquisition of major capital projects or facilities (other than those financed by proprietary fund types).
- **Debt Service Funds**
  Account for the accumulation of resources for and payment of, interest and principal on general long-term debt and related costs.
- **Permanent Funds**
  Account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support City programs for the benefit of the City and its citizens.

Proprietary Fund Types

- **Internal Service Funds**
  Account for the financing of goods or services provided by one department or agency to other departments or agencies of the City or to other governmental units on a cost-reimbursement basis.

Fiduciary Fund Types

- **Agency Funds**
  Account for assets held by the City as trustee or agent for individuals, private organizations, other governmental units and/or other funds. These funds are custodial in nature and do not involve measurement of results of operations.

DESCRIPTION OF FUNDS

Governmental Funds

GENERAL FUNDS

General Fund 100	The primary operating fund of the City. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.
General Fund ARPA 166	In 2023, funds from the American Rescue Plan Act (ARPA) were used to reimburse the City's ARPA-eligible General Fund expenses. This fund accounts for the resources allocated to support local communities in need and general government purposes.
Americans with Disabilities Act (ADA) 737	The ADA is a federal civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including all public and private places that are open to the general public. This fund accounts for monies used for services and improvements to facilities for individuals with disabilities**.**
Boroski Landfill Monitoring 727	This fund accounts for costs to monitor the previous Landfill area.
Building Reserve 180	Pursuant to the City's Key Management Practices, the Building Reserve Fund accounts for set aside funds to fund capital maintenance projects to sustain existing City facilities or to support the expansion of existing City facilities to address the workforce needs of the City services.
General Fund Economic Development 122	This fund accounts for committed funds previously set aside to be used for economic development activities pursuant to the City's Key Management Practices.
General Fund Quarry Park Adventure Shortfall 115	This is a general fund-type fund that accounts for a set aside for Quarry Park Adventures operating shortfalls.
General Fund Quarry Park Amphitheater Events 111	This is a general fund-type fund that accounts for the special event activities hosted by the Parks and Recreation Department at the Quarry Park Amphitheater.

Park Infrastructure 170	This fund accounts for committed funds previously set aside for parks infrastructure projects.
Retirees Health 151	This fund accounts for monies to fund the Retirees' Health premium payments and to fund the Retirees' Health Trust.
Technology Fees 130	This fund accounts for fees collected to cover the cost of e-commerce and related technology systems.

SPECIAL REVENUE FUNDS	
American Rescue Plan Act 266	This fund accounts for funds received through the Federal American Rescue Plan Act.
Asset Forfeiture (Federal) 243	This fund accounts for funds received by the Police Department from the Federal Government to share assets forfeited in cases worked on with joint efforts. Funds are to be used to support law enforcement efforts.
Asset Forfeiture (State) 242	This fund accounts for funds received by the Police Department from the State. 15% of these funds must be set aside to combat drug abuse and divert gang activity. Funds remaining after the 15% set aside are to be used to support law enforcement efforts.
Bicycle and Pedestrian 212	This fund accounts for SB 325 (Local Transportation Fund) amounts designated for Bicycle and Pedestrian transit needs of local government.
CASp Certification and Training 248	This fund accounts for SB 1186 monies collected for staff training for construction-related state accessibility requirements.
CDBG 2000 (Oak Court) 253	This fund accounts for State Community Development Block Grant funds received for the City's down payment assistance program for purchasers of Oak Court residences.
CDBG First-Time Home Buyers 254	This fund accounts for State Community Development Block Grant funds received for the City's down payment assistance program for first time home buyers.

DESCRIPTION OF FUNDS

CDBG Housing and Urban Development Entitlement 257	This fund accounts for funds received from Federal Community Development Block Grant entitlement grant awards to be used for Public Services, Housing and Capital, Planning and Administration of Grant.
CDBG HUD Coronavirus 258	This fund accounts for funds received from the Federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) through the Department of Housing and Urban Development to be used to prevent, prepare for, and respond to COVID-19.
Community Facilities District 1 231	This fund accounts for special tax monies used for fire protection, fire suppression, and paramedic services.
Community Facilities District 5 232	This fund accounts for special tax monies used for streets and parkway lights, streetscapes, open space and parks.
Community Facilities District 6 233	This fund accounts for special tax monies used for operation and maintenance of open space and storm drainage facilities.
Costco Settlement 209	Funds are to be used in accordance with the Settlement Agreement between Costco, Town of Loomis, and City of Rocklin, dated October 2022.
DOF Treasury Coronavirus 259	This fund accounts for funds received from the CARES Act through the Department of Finance to be used to prevent, prepare for, and respond to COVID-19.
Grant & Other Reimbursables 275	This fund accounts for reimbursable costs for grants or other reimbursement agreements.
Low Carbon Transportation Program 219	This fund accounts for monies from the state-funded Low Carbon Transportation Program (LCTP) to reduce greenhouse gas emissions and improve mobility.
Lighting & Landscape Maintenance District No. 2 235	This fund accounts for special assessment monies used for lighting and landscape of public areas within the district.
Lighting Maintenance District No. 1 230	This fund accounts for special assessment monies used for lighting of public areas within the district.
Low and Moderate Housing 270	This fund accounts for the housing assets to be used for low and moderately low-income housing.

DESCRIPTION OF FUNDS

Motor Vehicle Fuel Tax (Gas Tax) 201	This fund accounts for monies received from the State of California under various State statutes. The allocations must be spent for street transportation-related purposes.
Opioid Settlement 247	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.
Park Development and Maintenance Tax 236	This fund accounts for special tax monies used for maintenance, development, repair and operation of parks.
Recreation Facilities Contribution 221	This fund accounts for monies collected for recreation facilities construction and improvements.
SB1- Road Maintenance & Rehab Allocation 205	This fund accounts for monies designated by the Road Repair and Accountability Act of 2017 (SB 1) to be used for maintenance, rehabilitation and safety improvements of streets and highways.
SB325 Sales Tax 210	This fund accounts for the remaining sales tax revenue collected in accordance with SB 325 (Local Transportation Fund) to be used for maintenance of streets.
SB325 Transit Funds 211	This fund accounts for monies from the SB 325 (Local Transportation Fund) and State Transit Assistance funds for the transit needs of local government.
Streets Grants Fund 240	This fund accounts for various grants related to street projects.
Supplemental Law Enforcement 736	This fund accounts for state funds received to be used for public safety purposes.
Traffic Safety/PD Grants 244	This fund accounts for monies received for traffic safety programs and police grants.

DESCRIPTION OF FUNDS

CAPITAL PROJECT FUNDS	
Capital Construction Tax 304	This fund accounts for taxes imposed on the privilege of the construction of new buildings; the conversion of any existing building from a non-residential to residential use; and an addition to any building. Funds can be used for development of public facilities and acquisition of fire equipment and is the funding source to pay the debt payments in the Capital Construction Debt Service Fund (Fund 400).
Community Center Impact Fee 328	This fund accounts for impact fees used for new or additions to existing community recreation center facilities.
Community Park Fees 301	This fund accounts for impact fees used for community parks and City-wide recreational facility construction and improvements to reduce the impacts caused by new development within the City.
NW Rocklin Community Park Fees 307	This fund accounts for impact fees used to fund the North West Rocklin Community Park.
Oak Tree Mitigation Fees 305	This fund accounts for fees used to help mitigate the decline of oak woodlands due to urbanization.
Park Development Fees 300	This fund accounts for fees to be used for the development, installation, servicing, maintenance, repair and operation of parks and related recreation and facilities.
Public Facilities Impact Fees 308	This fund accounts for impact fees used to fund expansion of public facilities to serve new development within the City.
Traffic Circulation Impact Fees 302	This fund accounts for impact fees used to finance street construction and improvements to reduce the impacts caused by new development within the City.
Trails Impact Fees 321	This fund accounts for impact fees used to construct additional trails to reduce the impacts caused by new development within the City.

Whitney Ranch Trunk Sewer Project 306	This fund accounts for impact fees used to fund the Whitney Ranch Trunk Sewer Project.
DEBT SERVICE FUND	
Capital Construction Debt Service 400	This fund accounts for the principal and interest payments on capital construction debt such as Lease Revenue Bonds.
PERMANENT FUNDS	
Conservation Easement Endowment 729	This fund accounts for an endowment from which the income will fund initial preserve area maintenance and operations in Sunset Ranchos Phase l.
Wetlands Maintenance 728	This fund accounts for an endowment from which the income will fund ongoing maintenance of wetlands on a single lot parcel in Stanford Ranch Phase III.
Internal Services Funds	
Fleet Management 500	An internal service fund used to account for the cost of maintenance of all City vehicles and a reserve to offset future replacement costs.
Risk Management 525	An internal service fund 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 reserves for Self-Insured Losses and Disaster Contingency.
Fiduciary Fund	
Public Arts Trust Fund 739	This fund accounts for donations and expenditures for public arts projects.

PROJECT INDEX BY CATEGORY

Name	Project #	Page #
Roadway Improvement Projects		
Aguilar Road Improvements	50104	22
At-Grade Railroad Roadway and Pedestrian Improvements	50159	23
Blue Oaks Boulevard Pedestrian Signal	50177	24
China Garden Drainage Improvements	50008	25
Five Star Boulevard and Destiny Drive Repaving	50049	26
I-80 Westbound Auxiliary Lane	50161	27
Mission Hills Reconstruction - Phase IV	50154	28
Monument Springs Drive Roadway and Bridge Improvements	50173	29
Oak and Pine Block Improvements	50021	30
Park Drive Pavement Rehabilitation	50005	31
Placer County Water Agency Roadway Improvements	50174	32
Rocklin Road / I-80 Interchange Improvements	50162	33
Rocklin Road Widening	50129	34
Sierra College Boulevard at I-80 Resurfacing	50087	35
Sierra College Boulevard Widening	50164	36
Sunset Boulevard Widening	50094	37
Uncontrolled Crosswalk Enhancements	50158	38
Whitney Ranch Parkway Widening	50081	39
Parks and Trails Improvement Projects		
Bicycle Pump Track and Parking Lot Extension	45225	44
Johnson Springview Community Park Pedestrian Bridge	40035	45
Sunset Whitney Recreation Area Improvements	21005	46
Facilities Improvement Projects		
City Hall Office Space Study and Remodel	45421	50
Fire Station 22	50240	51
Fire Station 25 Privacy	41016	52
Police Department HVAC and Roof Replacement	45461	53
Improvement Programs		
ADA Transition Program	Multi	57
Bridge Preventative Maintenance Program	50016	58
Local Roadway Safety Plan Implementation Program	50017	59
Park Amenity Replacement Program	10605	60
Pavement Management Program	50007	61
Stormwater Pipe Replacement Program	50139	62

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A REVISED MANAGEMENT SALARY SCHEDULE

WHEREAS, the City has rebranded the Public Services Department to the Public Works Department; and

WHEREAS, Human Resources updated the classification specification for the Director of Public Services and Public Services Manager to reflect a retitle to Director of Public Works and Public Works Manager, respectively; and

WHEREAS, the agreed upon classification retitles require an update to the Management Salary Schedule.

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

Section 1. Effective June 25, 2024, the updated Management Salary Schedule attached hereto as Exhibit A is hereby approved.

PASSED AND ADOPTED this 25th day of June 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

CITY OF ROCKLIN
MANAGEMENT SALARY SCHEDULE
(Annual Salary)
Effective June 25, 2024

Classification	Range	1	2	3	4	5	6	7	8	9	10
Associate Management Analyst	5	74,452	77,057	79,755	82,546	85,435	88,425	91,520	94,723	98,039	101,470
Payroll Administrator	6	76,313	78,984	81,748	84,610	87,571	90,636	93,808	97,091	100,490	104,007
Code Enforcement Program Manager Management Analyst Manager of Police Records and Communications	15	95,304	98,640	102,093	105,666	109,364	113,192	117,154	121,254	125,498	129,890
Principal Information Technology Analyst	16	97,687	101,106	104,645	108,307	112,098	116,022	120,082	124,285	128,635	133,137
Parks and Recreation Manager Public Works Manager	17	100,129	103,634	107,261	111,015	114,901	118,922	123,084	127,392	131,851	136,466
City Clerk Manager of Building Services Principal Planner Senior Engineer Senior Management Analyst	18	102,632	106,225	109,942	113,790	117,773	121,895	126,162	130,577	135,147	139,878
Manager of Planning Services	19	105,198	108,880	112,691	116,635	120,717	124,943	129,316	133,842	138,526	143,374
Principal Management Analyst	20	107,828	111,602	115,508	119,551	123,735	128,066	132,548	137,188	141,989	146,959
Information Technology Manager	22	113,287	117,252	121,356	125,603	129,999	134,549	139,259	144,133	149,177	154,399
Chief Building Official	23	116,119	120,183	124,390	128,743	133,249	137,913	142,740	147,736	152,907	158,259
Deputy Director of Administrative Services	26	125,048	129,424	133,954	138,643	143,495	148,517	153,716	159,096	164,664	170,427
City Engineer/Deputy Director of Community Development	27	128,174	132,660	137,303	142,109	147,082	152,230	157,558	163,073	168,781	174,688

Classification	Range	1	2	3	4	5	6	7	8	9	10
Deputy Fire Chief Assistant City Attorney	31	141,480	146,432	151,557	156,861	162,352	168,034	173,915	180,002	186,302	192,823
Director of Community Development Director of Parks and Recreation	32	145,017	150,093	155,346	160,783	166,410	172,235	178,263	184,502	190,960	197,643
Director of Public Works	34	152,358	157,691	163,210	168,923	174,835	180,954	187,287	193,843	200,627	207,649
Police Captain	35	156,167	161,633	167,290	173,146	179,206	185,478	191,970	198,689	205,643	212,840
Director of Administrative Services	36	160,072	165,674	171,473	177,474	183,686	190,115	196,769	203,656	210,784	218,161
Assistant City Manager	38	168,175	174,061	180,154	186,459	192,985	199,739	206,730	213,966	221,455	229,206
Fire Chief Police Chief	40	176,689	182,873	189,274	195,898	202,755	209,851	217,196	224,798	232,666	240,809

	Salary	Resolution No.	Date Adopted
City Attorney	225,000	2024-014	01/09/2024
City Manager	262,080	2023-166	10/10/2023

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING RULES, REGULATIONS, BENEFITS, AND POLICIES RELATING TO EMPLOYEE RELATIONS BETWEEN THE MANAGEMENT, CONFIDENTIAL, AND UNREPRESENTED EMPLOYEES AND THE CITY; REPEALING RESOLUTION NO. 2023-134

WHEREAS, on September 12, 2023, the City Council adopted Resolution No. 2023-134 approving the Management, Confidential, and Unrepresented Employees Resolution; and

WHEREAS, Human Resources is now bringing an updated resolution that is attached and incorporated herein to the City Council for final approval and adoption.

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

Section 1. Resolution No. 2023-134 is hereby repealed.

Section 2. The Rocklin Management, Confidential, and Other Unrepresented Employees Rules, Regulations, Benefits, and Policies attached hereto as Exhibit A and by this reference incorporated are hereby approved.

Section3. Effective June 25, 2024, the Rules, Regulations, Benefits, and Policies attached hereto as Exhibit A and by this reference incorporated herein shall govern the terms and conditions of employment for the management, confidential, and unrepresented employees of the City of Rocklin.

PASSED AND ADOPTED this 25th day of June 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

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



June 25, 2024

TABLE OF CONTENTS

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

SECTION II – COMPENSATION 6
ARTICLE 7. COMPENSATION 6
ARTICLE 8. OVERTIME/COMPENSATOry TIME OFF 7
ARTICLE 9. EDUCATION INCENTIVE PAY 10
ARTICLE 10. SEVERANCE PAY 10

SECTION III – BENEFITS 12
ARTICLE 11. HEALTH AND OTHER BENEFITS 12
ARTICLE 12. STATE DISABILITY INSURANCE 15
ARTICLE 13. FLEXIBLE SPENDING PLAN 15
ARTICLE 14. RETIREMENT BENEFITS 15
ARTICLE 15. DEFERRED COMPENSATION 16
ARTICLE 16. RETIREE HEALTH BENEFITS 17
ARTICLE 17. TUITION REIMBURSEMENT 17
ARTICLE 18. UNIFORM ALLOWANCE 19

SECTION IV – LEAVES 20
ARTICLE 19. VACATION 20
ARTICLE 20. HOLIDAYS 21
ARTICLE 21. SICK LEAVE 21
ARTICLE 22. BEREAVEMENT LEAVE 24
ARTICLE 23. MANAGEMENT LEAVE 25
ARTICLE 24. FAMILY AND MEDICAL LEAVE ACT/CALFORNIA FAMILY RIGHTS ACT 26
ARTICLE 25. LEAVE OF ABSENCE WITHOUT PAY 27
ARTICLE 26. JURY DUTY 28

SECTION V – MISCELLANEOUS TERMS AND CONDITIONS 29
ARTICLE 27. PROBATIONARY PERIODS 29
ARTICLE 28. NEPOTISM 30
ARTICLE 29. HOLIDAY FURLOUGH 31
ARTICLE 30. EMPLOYEE PERFORMANCE EVALUATIONS 31
ARTICLE 31. EXTRA STEP (MERIT) INCREASE 32
ARTICLE 32. CITY MANAGER ADDITIONAL AUTHORITY 32

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

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

SECTION I – GENERAL

ARTICLE 1. INTENT

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

When there is a conflict between the Rules, Regulations, Benefits and Policies Relating to Employee Relations Between the Management, Confidential, and Other Unrepresented Employees and the City and the Personnel Rules, the language in the Rules, Regulations, Benefits and Policies relating to employee relations between the Management, Confidential, and Other Unrepresented Employees and the City shall govern.

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

ARTICLE 2. DURATION AND SUCCESSOR RESOLUTIONS

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

ARTICLE 3. EMPLOYEE RIGHTS

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

ARTICLE 4. SEPARABILITY

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

ARTICLE 5. CONFIDENTIAL EMPLOYEES

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

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

ARTICLE 6. MANAGEMENT EMPLOYEES

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

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

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

SECTION II – COMPENSATION

ARTICLE 7. COMPENSATION

1. Salary

   Effective, the first full pay period of July 2024, the City will increase base wages for all management and confidential classifications by 2.5%.

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

2. Salary Schedules

   A. Salary Schedule A and Salary Schedule B

      Each job classification shall have two salary schedules: Schedule A and Schedule B.

   B. Move to Salary Schedule B from Salary Schedule A

      All employees hired prior to July 7, 2018 shall remain on Salary Schedule A until they have achieved step 6 of the salary range. Upon achievement of step 6, such employees will move to Salary Schedule B.

      Confidential employees who reach step 6 shall move to Salary Schedule B, step 8.

      Management employees who reach step 6 shall move to Salary Schedule B, step 8.

   C. Salary Schedule B

      All employees hired or promoted into a management or confidential classification on or after September 23, 2023 shall be assigned to Salary Schedule B.

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

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

3. Confidential Employees Special Pay

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

4. City Treasurer Special Pay

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

5. Salary Upon Promotion

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

ARTICLE 8. OVERTIME/COMPENSATORY TIME OFF

Management Employees

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

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

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

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

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

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

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

3. Rate of pay:

    - A designated supervisor or manager working an overtime assignment in a lower classification represented by RPOA shall be compensated at the rate of one and one-half (1.5) of the top step hourly rate of pay for the classifications being filled, for each hour worked.
    - If there is no equivalent, the pay for the designated supervisor or manager will move to the rate of pay that is just below the current rate of pay for the employee for the classification worked.

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

Confidential Employees and Other Unrepresented Non-Exempt Employees

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

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

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

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

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

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

Overtime Payment

Confidential and Other Unrepresented Non-Exempt Employees Only

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

B. Employees who are required to work in excess of twelve (12) continuous hours shall be compensated at double their regular rate of pay for all hours worked in excess of twelve

(12) continuous hours. The payment of double time for these hours will offset the City's requirement to pay for those hours at an overtime rate if an employee is compensated for more than forty (40) hours in that week. All "double time" overtime shall be paid in the current payroll.

C. When the City approves an employee's attendance at an off-site training workshop, the employee is in paid status during all hours that the workshop is in session with the exclusion of meal periods and social events. The employee will be in paid status for the travel time to and from the workshop that exceeds the employee's regular commute time. The double time payment after twelve (12) continuous hours worked (Section B above) does not apply to off-site training events.

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

Compensatory Time Off

Confidential Employees Only

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

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

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

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

Fire Recruit Only

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

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

ARTICLE 9. EDUCATION INCENTIVE PAY

Confidential Employees Only

Confidential employees hired before July 1, 2012 shall be eligible for education incentive pay as follows:

A. Associate Degree $75.00 per month
Bachelor's Degree $125.00 per month
Master's Degree: $150.00 per month

This incentive is non-cumulative and is paid at the highest rate for which an employee is qualified.

B. Education incentive pay shall not be applicable to employees in those classifications that require an associate or bachelor's degree as a minimum qualification to work in the class.

C. Payment of education incentive will begin effective the first day of the pay period following when the employee provides the Human Resources Division with the appropriate documentation, which would include a copy of the transcripts or diploma. It is the responsibility of each employee to notify the Human Resources Division of his/her eligibility for education incentive and to provide the appropriate documentation.

D. Confidential employees hired on or after July 1, 2012 shall not be eligible for education incentive pay.

ARTICLE 10. SEVERANCE PAY

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

If an employee, who has been in their current position for a minimum of one (1) year is requested to resign or is terminated from employment and has a signed notice of acknowledgement of at-will employment on file, he/she shall receive severance pay based on years of service according to the formula in Article 10, provided that the termination of employment was not the result of a layoff; or the management employee has not been convicted of the commission of any felony or of any crime of moral turpitude or of any crime in the performance of, or related to, their duties; or committed misfeasance or malfeasance in their official duties; or has been terminated for any other reasonable "cause" as defined in the City's Personnel Rules. The management employee shall not be entitled to severance compensation under any other circumstances, including, but not limited to, resignation.

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

- Department Directors: Three (3) month’s base salary.

For purposes of this Article 10, 'base salary' shall mean the monthly proration of the annual salary specified in the Salary Schedule, less applicable tax withholding. As a condition to receipt of severance compensation, the management employee shall execute a release of all claims against the City in a form deemed satisfactory to the City and approved by the City Attorney.

Management employees on an employment agreement contract are exempted from the provisions of this article 10.

SECTION III – BENEFITS

ARTICLE 11. HEALTH AND OTHER BENEFITS

1. Policy

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

2. Selection of Carriers

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

3. Benefits

   A. Health Insurance

      The City will make direct monthly contributions towards the premium cost for the medical insurance plan and coverage level selected by each participating employee to a maximum of one thousand two hundred dollars ($1,200) per month. Employees shall be responsible for the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution. Such additional costs shall be paid pre-tax through salary deduction. To the extent a participant does not utilize the one thousand two hundred dollars ($1,200) toward medical premiums, the remainder shall be retained by the City and shall not be cashed out or applied to other benefits.

   B. Payroll Deduction

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

   C. Dental Insurance

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

      Employees who select the Dental Plan – PPO Enhanced option ($1,500 calendar-year maximum) shall pay the difference in any monthly premium cost for dental coverage that exceeds the City's direct contribution. Such payments may be made

pre-tax through payroll deduction over twenty-four (24) biweekly benefit pay periods.

D. Vision Insurance

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

E. Cafeteria Plan Flex Dollars

The City maintains a cafeteria plan, pursuant to Section 125 of the Internal Revenue Service (IRS) code and related regulations, for the purposes of offering employees access to various health and welfare benefits. Effective January 1, 2024, the City shall provide full time employees three hundred dollars ($300) per month ("Flex Dollars") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the pre-tax qualified benefits, including medical or dental premiums offered by the City under the Section 125 plan provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence. Cafeteria plan payments are not eligible for cash payments.

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

For part-time employees, the City shall contribute one hundred and fifty ($150) per month ("Flex Dollars") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the pre-tax qualified benefits, including medical or dental premiums, offered by the City under the Section 125 plan provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence. Cafeteria plan payments are not eligible for cash payments.

F. Long-Term Disability Insurance

Management Employees

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

Confidential and Other Unrepresented Full-Time Employees

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

G. Life and Accidental Death and Dismemberment Insurance

Management Employees

For department directors, regardless of hire date, and management employees hired before July 1, 2012, the City shall provide life insurance in the amount of two

hundred thousand dollars ($200,000) of basic life, plus two hundred thousand dollars ($200,000) AD&D. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

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

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

Confidential Employees and Other Unrepresented Full-Time Employees

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

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

4. Health Coverage Reduction Incentive

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

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

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

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

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

Eligibility Categories	Maximum Monthly Payment
No Health – Minimum Required Coverage *(Dental, Vision, Life, & LTD)* for Employee Only	$250.00
No Health – Minimum Required Coverage *(Dental, Vision, Life, & LTD)* for Family	$225.00

ARTICLE 12. STATE DISABILITY INSURANCE

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

ARTICLE 13. FLEXIBLE SPENDING PLAN

The City will continue to make available to employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible employees to set aside up to the maximum amount allowed under IRS Section 125 per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. The plan also allows the employees to set aside pre-tax income to pay for costs of childcare and adult dependent care. If the maximum amount changes, then the City will abide by that new amount. Employees may choose to enroll in this plan each December for the next calendar year.

ARTICLE 14. RETIREMENT BENEFITS

1. Classic Employees

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

   A. Classic Employees Retirement Plan

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

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

   B. Classic Employees Retirement Member Contribution

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

public safety employees shall contribute 2% of his/her respective salary towards the employer's retirement contribution for a total of 11% of the employee's salary.

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

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

C. PEPRA Employees Retirement Plan

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

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

D. PEPRA Employees Retirement Member Contribution

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

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

ARTICLE 15. DEFERRED COMPENSATION

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

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

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

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

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

ARTICLE 16. RETIREE HEALTH BENEFITS

All City management, confidential, and other unrepresented full-time employees that meet the eligibility requirements for CalPERS retirement and retire within one hundred twenty (120) days of separation from the City are eligible for post-retirement health benefits.

The City shall contribute up to a maximum of one thousand two hundred dollars ($1,200) per month (depending on the medical plan and coverage level selected) for post-retirement medical insurance premium costs. Eligible retirees shall receive 100% of the City's contribution and any subsequent increases towards their post-retirement health benefits. The retiree health benefits described in this Article 16 are intended to be permanent for current retirees as of July 5, 2019, and employees who retire before this Resolution is repealed. Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire prior to this Resolution is repealed shall exist and continue beyond the length of this Resolution, and are not dependent on the existence of any subsequent or future Resolution; however, the City may agree to increase the amount of the retiree health benefit in the future.

Once a retiree becomes Medicare eligible, CalPERS requires the retiree (or survivors) and their dependents to enroll in both Medicare Part A and Part B to remain eligible for CalPERS health coverage. A Certification of Medicare Status form is required, and CalPERS will change the health coverage to a Supplement to Medicare or Medicare Advantage plan.

ARTICLE 17. TUITION REIMBURSEMENT

1. Eligibility and Approval

   Management, confidential, and other unrepresented full-time employees shall be eligible for tuition and related expense reimbursement for completing pre-approved course work in a regionally accredited college, school, or university. Pre-approved job-related extension courses or certificate programs offered through regionally accredited colleges and universities are also eligible for reimbursement. Courses, books, and supplies paid for via state, federal, or private grants are excluded from reimbursement.

   To be eligible for reimbursement, the employee must submit an education plan and goal approved by his/her department director to the Human Resources Division. The plan shall include at least the following:

A. A statement of the employee's career and training objectives for the next two-year period;

B. A narrative description of the types of training and instruction the employee desires to receive;

C. A statement demonstrating how the requested course work will benefit the City, and how such training will enhance the City's ability to complete its program, which will include the relevance of the plan to the employee's work assignment; and

D. A statement demonstrating how such proposed training will increase the employee's proficiency while working for the City.

When department operations allow, the department director may approve flexible hours (consistent with the Alternative Work Schedule Policy) to accommodate class schedules.

2. Reimbursement

A. Within ninety (90) days of completing the course work, the employee must submit to the Human Resources Division a copy of their grade report evidencing completion of the course work with a grade C or better, and an itemized receipt reflecting the items that are being claimed for reimbursement.

B. Items qualifying for reimbursement include:

a. Tuition (in-state only)
b. Required textbooks
c. Required supplies
d. Parking permits
e. Other required fees

C. Items NOT qualifying for reimbursement include:

a. Medical service fee
b. Mileage
c. Items not required by the instructor

D. The maximum amount eligible for reimbursement will be seven hundred fifty dollars ($750.00) per calendar year. With the approval of the department director and the Human Resources Division, an employee may apply the annual tuition reimbursement allowance to certificate or extension programs such as those offered by UC Davis which meet the goals of the employee's education plan. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

ARTICLE 18. UNIFORM ALLOWANCE

The following classifications shall receive a uniform allowance of thirty-six dollars and fifty-four cents ($36.54) per pay period:

- Deputy Fire Chief
- Fire Chief
- Police Captain
- Police Chief

The following classification shall receive a uniform allowance of thirty dollars ($30.00) per pay period:

- Manager of Police Records and Communications
- Code Enforcement Program Manager

SECTION IV – LEAVES

ARTICLE 19. VACATION

Regular part-time employees accrue leaves equal to their full-time equivalency unless otherwise required by federal and/or state law. For example, a regular part-time employee working 50% of a full-time equivalent will accrue 50% of the leave of a regular full-time employee with the same number of years of City service.

1. Policy

   A. Vacations shall be taken at the convenience of the City. The City may establish a schedule for each employee to ensure the level of staffing required to carry out its work program. However, subject to operational need, the City will make every effort to approve vacation requests.

2. Accrual Rates and Maximum Accumulation

   A. Vacation accrual is based on an employee's regular work schedule and includes all hours in paid status, exclusive of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Current full-time employees shall accrue vacation leave as follows:

Year	Days/year	Maximum Accrual
1	15 (.0577 per hour)	240 hours
2	16 (.0615 per hour)	240 hours
3	17 (.0654 per hour)	240 hours
4	18 (.0692 per hour)	240 hours
5	20 (.0769 per hour)	260 hours
10	23 (.0885 per hour)	280 hours
15	25 (.0962 per hour)	300 hours
20+	27 (.1039 per hour)	320 hours

   B. When an employee accrues the maximum number of accrual hours as set forth above, the employee shall cease accruing vacation until such time as the employee has utilized vacation hours to bring the total hours below the maximum stated accrual. At no time may an employee have a total balance of vacation hours in excess of the maximum leave accrual.

   C. The City reserves the right to require employees who currently have a balance approaching their maximum accrual to take time off. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements to reduce the accrued hours prior to December 31 of each year.

D. Vacation leave must be scheduled and approved in advance and in accordance with the procedures established for each department or division. After the first year of service, each employee must take one vacation period of no less than five (5) consecutive workdays during a calendar year.

E. The City Manager shall have the authority to grant up to five (5) additional days of vacation annually (to equal a maximum of twenty [20] days each year) to any individual in any management position during their first four (4) years of service with the City. The City Manager shall also have the authority to credit five (5) days of vacation from the first year's accrual as of the first day of employment.

F. Department directors shall be entitled to no less than twenty (20) days of vacation per year, regardless of their date of hire.

G. If an employee receives a higher accrual rate as stated in E and F above, the employee's accrual rate will not increase until their years of service entitle them to a higher accrual rate according to the schedules included in this Document.

ARTICLE 20. HOLIDAYS

Full-time employees shall be eligible to receive paid scheduled holidays. During the term of this Document, the City will recognize the holidays as specified below:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Thanksgiving Friday	Friday following the fourth Thursday
Christmas Day	December 25

Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the succeeding Monday. An employee may not use a designated holiday as his/her last day of employment. The employee must be in paid status for the entire subsequent workday after the holiday to qualify for holiday pay.

ARTICLE 21. SICK LEAVE

Regular part-time employees accrue leaves equal to their full-time equivalency unless otherwise required by federal and/or state law. For example, a regular part-time employee working 50% of a full-time equivalent will accrue 50% of the leave of a regular full-time employee with the same number of years of City service.

1. Accrual and Cash Out

   A. Full-time employees shall accrue up to twelve (12) sick leave days per year, at the rate of .0462 multiplied by the actual number of hours in paid status, with the exception of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Employees may use accrued sick leave as soon as it is accrued.

   B. Temporary employees shall accrue up to three (3) sick leave days per fiscal year in accordance with California Labor Code 246, following a ninety (90) day waiting period. Employees may use accrued sick leave as soon as it is accrued.

   C. For full-time employees hired before July 1, 2012, upon termination of employment in good standing, the accumulated sick leave may be sold back as follows:

Total Accumulated Sick Leave	Buyout Rate
0 – 29 days	0%
30 – 39 days	10%
40 – 49 days	20%
50 – 59 days	30%
60 – 69 days	40%
70+ days	50%

   The formula for the buyback shall be: Total accumulated days multiplied by the current hourly rate in effect at the date of separation multiplied by the buyout rate from the chart above.

   For full-time employees hired on or after July 1, 2012, upon termination of employment in good standing, the accumulated sick leave buyout shall not exceed 10% of all accumulated hours in excess of twenty-nine (29) days.

   Upon retirement, an employee may choose to (1) convert his/her total sick leave to CalPERS service credit; or (2) sell back his/her sick leave under the schedule noted above. The sick leave remaining after the buyout will be converted to CalPERS service credit under Section 20965, "Credit for Unused Sick Leave."

2. Use of Sick Leave

   Sick leave may be used for the following purposes:

   A. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member (defined in this Article 21).

   B. If employee is a victim of domestic violence, sexual assault, or stalking, sick leave may be used to obtain any relief to help ensure the health, safety, or welfare of the employee or his/her child.

C. For an employee who is an organ or bone marrow donor, pursuant to the provisions of California Labor Code section 1510.

D. Bereavement leave, as set forth in Article 22.

E. To attend to the illness of a family members, as defined by California Labor Code §245.5 (c), which includes: employee's biological, adoptive, or foster parent, stepparent, or legal guardian of employee or employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child; spouse or registered domestic partner; biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent; grandchild; or sibling, or designated person, limited to one designated person per 12-month period for sick leave.

F. Confidential and full-time unrepresented employees may use sick leave to donate blood for up to two (2) hours on four (4) occasions each calendar year. The maximum amount of sick leave that can be used for this purpose is eight (8) cumulative hours each calendar year.

G. An employee who is entitled to a disability retirement (either at his/her own request or as a result of City action) under CalPERS shall not be entitled to use sick leave to defer the effective date of the retirement as provided by Government Code Section 21163.

H. Employees who are off work for three (3) or more consecutive days due to a non-work-related illness or injury shall, if requested, supply a medical release to the Human Resources Division signed by the health care provider stating that the employee may return to full or modified duty. If returned to modified duty, the release must be specific as to the nature of the restrictions and the length of time, if known, that the restrictions are to remain in place.

3. Coordination of Sick Leave and Disability Benefits

A. When an employee, receives SDI benefits, and requests to integrate accrued leave with disability benefits, it will be integrated as follows:

- If they have accumulated leave, be treated as on leave; and
- Receive their full salary, which shall be a combination of compensation from the City and SDI.
    - While the employee is integrating SDI, the amount of the SDI payment(s) received shall be credited to the employee. The remainder of the employee's base salary will be paid first through sick leave (if sick leave use is permitted for the type of leave), then through other leave balances, with CTO last. Employees must notify the Human Resources Division of their intent to integrate and must

provide proof of payment from the Employment Development Department to the Human Resources Division in a timely manner.

- When all available leave hours are exhausted, beginning with sick leave (if sick leave use is permitted), they shall only receive SDI to the extent permitted by law.

4. Coordination of Sick Leave and Workers' Compensation Benefits

An employee injured while on duty who is receiving workers' compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in Section III.

5. Coordination of Accrued Vacation, and Compensatory Time Off with Disability and Workers' Compensation Benefits

A. An employee may request to integrate accrued leave with disability benefits to continue to receive a full salary, which shall be a combination of accrued vacation and/or CTO and SDI or workers' compensation benefits.

B. When permitted accrued leaves are exhausted, an employee shall be placed on leave without pay.

ARTICLE 22. BEREAVEMENT LEAVE

A. Each full-time employee will be eligible for up to twenty-four (24) hours of bereavement leave for purposes of bereavement following the death of a relative. If an employee requests additional time off for bereavement, an additional sixteen (16) hours may be charged to accrued sick leave.

1. Relatives Covered:

Spouse	Domestic Partner
Son	Daughter
Brother	Sister
Father	Mother
Father-in-law	Mother-in-law
Grandfather	Grandmother
Grandchildren	

2. The following step/foster relationships are covered:

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

3. Bereavement leave is also available following the death of a non-related child, or close relative, who resided with the employee at the time of death.

B. Notification to the City

The employee shall notify his/her supervisor no later than the beginning of the next workday of the occurrence requiring bereavement leave and, if requested by the City, shall provide substantiation to support the request. Such leave shall commence within a reasonable amount of time following the request. Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per. A above.

ARTICLE 23. MANAGEMENT LEAVE

A significant amount of skill, effort, and devotion is required to be successful in a management position. In recognition of this, management leave is granted as part of the total management compensation package. Staff assigned to management classifications are expected to devote the time necessary to successfully perform the position's responsibilities and to accomplish established goals. Attendance at after-hours meetings or community gatherings is frequently required of management positions. Further, staff assigned to management positions frequently spend personal time doing work-related tasks. The compensation established for management classifications is not affected by the amount of time required, on an individual basis, for successful performance. Full-time management positions will typically require a minimum of eighty (80) hours per biweekly pay period.

Management employees below the director level may schedule their time as needed to meet the service needs of their division, subject to review and concurrence by the department director, division manager, or chief. Directors may schedule their time as needed to fulfill their management role in the department and any inter-departmental responsibilities that may be assigned. This schedule shall be subject to review and concurrence by the City Manager.

The City Manager retains the discretion to determine management leave based on individual circumstances, not to exceed eighty (80) hours. Management leave will be issued per fiscal year to groups with the accrual rate as noted below:

- Department director level (Council-appointed position or exception): 80 hours
- Deputy director level: 64 hours
- Manager level: 56 hours
- All other classifications in the management group: 48 hours

Employees shall be credited with and have available for use the number of days as established herein as of July 1 each year. Should any employee be hired or promoted into a management position after July 1, they shall be credited with a prorated amount of management leave for the balance of the fiscal year.

If a management employee has not been able to take sufficient leave over the prior twelve (12) months, such that they are within eight (8) hours of their vacation leave accrual cap, once per fiscal year, management employees may request a cash payment to occur in the first full pay period in the next calendar year for up to half of their annual management leave accrual rate. Approval of the cash payment is at the City Manager's discretion and is also contingent upon

sufficient budget availability. Cash payment for such management leave hours will be paid at the employee's base pay rate from the salary schedule.

Management leave shall not be cumulative from year-to-year.

Upon resignation or other termination of employment in good standing, the employee shall receive a prorated amount of unused management leave on the books as of the date the resignation is submitted, or the other termination is effective based on the portion of the fiscal year actually worked.

ARTICLE 24. FAMILY AND MEDICAL LEAVE ACT/CALFORNIA FAMILY RIGHTS ACT

A. FMLA/CFRA

An employee who has worked at least one thousand two hundred fifty (1,250) hours in the past twelve (12) months for the City is eligible to take leave for up to twelve (12) weeks each twelve (12) month period for personal or family illness, or to bond with a new child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

An employee who is in unpaid status during a family care and medical leave will suffer no break in service for purposes of determining seniority per the City's Personnel Rules.

The City reserves the right to temporarily transfer an employee who is taking intermittent family care and medical leave or is on a reduced leave schedule for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable in pay and benefits to the employee's regular position and the employee will be returned to their original position on completion of their treatment, subject only to their being capable of performing the essential functions of the job.

The City may require the employee to utilize all accrued sick leave (if use is permitted by for type of leave), vacation, and management leave to cover the FMLA or CFRA period which otherwise would be unpaid. If the employee chooses, they may reserve five (5) days of accrued vacation leave for use upon their return from an extended period of family care and medical leave.

1. "Extended Period" is defined as an absence of two (2) weeks or more.
2. If all other leave is exhausted at the expiration of the family care and medical leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from family care and medical leave.

New child bonding leave must be taken within one (1) year of the child's birth, adoption, or start of foster care. It may be taken in increments of two (2) weeks or more; however, on two (2) occasions the employee may take such leave in smaller increments.

B. Pregnancy Disability Leave

1. The City will provide up to four (4) months of unpaid leave to female employees for pregnancy-related disability, in accordance with Government Code Section 12945(b)(2). Leave for pregnancy-related disability will run concurrently with FMLA.

2. Use of Leave

The employee may elect to use any accrued unused leave time to cover the period of her disability leave, which would otherwise be unpaid. During the period of her disability, an employee's unused accrued sick leave will be integrated with any SDI benefits she may receive. Any accrued vacation leave or other accrued time off may be used at the option of the employee before an employee's unpaid leave begins.

ARTICLE 25. LEAVE OF ABSENCE WITHOUT PAY

A. Leave of absence without pay may be granted to any employee with the approval of the department director or his/her designee for: (1) illness beyond that covered by sick leave; or (2) other personal reasons which do not adversely impact, interfere with, or disrupt City operations.

1. To be eligible for a leave of absence for personal reasons, an employee must have received an overall rating of "meets expectations" on their performance evaluation and have had no formal disciplinary actions in the twelve (12) months prior to the request.

2. Terms and conditions of the leave shall be specified in writing.

B. Duration

An unpaid leave of absence may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence up to an additional ninety (90) days. The City Manager will consider the employee's circumstances and balance those needs against the impacts to the City created by the employee's continued absence.

C. Revocation of Leave of Absence

A leave of absence may be revoked by the department director upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.

D. Return Upon Expiration of Leave of Absence

Upon return to work from a leave of absence, the employee shall be returned to his/her former position, if available, or an equivalent position, if available. If neither the former position nor an equivalent position is available, the employee will be reassigned to a vacant position for which he/she is qualified.

E. Non-Qualifying Service

An unpaid leave of absence shall not be counted as qualifying service for the purposes of accruing vacation and sick leave. A leave of absence of thirty (30) days or more is not counted as qualifying service for merit salary adjustments. An employee on leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain medical, dental, vision, LTD, and life insurance policies by remitting full monthly premium payments to the City or CalPERS, if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave after CFRA and FMLA are exhausted.

F. Leave Usage

All accrued vacation, management leave, and CTO must be used prior to the effective date of leave of absence without pay.

ARTICLE 26. JURY DUTY

When an employee is required to serve on jury duty, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the City the amount received as juror fees but shall retain any fees received for mileage reimbursement.

SECTION V – MISCELLANEOUS TERMS AND CONDITIONS

ARTICLE 27. PROBATIONARY PERIODS

A. Probationary Periods

1. Unless otherwise specified upon employment, all other management, confidential, and full-time unrepresented employees are subject to appointment by the City Manager.
2. Management employees serve at the will and pleasure of the City Manager, are exempt from competitive service, and do not serve a probationary period.
3. Upon appointment or promotion, confidential and unrepresented employees shall serve a twelve (12) months probationary period, except for promotion of an employee who has completed probation in the lower class to the next higher class in a flexibly staffed position.
4. Reclassifications and job title changes shall be exempt from serving a new probationary period.
5. The probationary period is an integral part of the selection process and shall be utilized as an opportunity to observe the employee's work, to provide training, and to assist the employee in adjusting to the new position. At any time during the probationary period, an employee may be released with or without cause, and shall be without the right of review of any kind.

B. An employee shall receive no less than three (3) performance evaluations during the initial twelve (12) month probationary period. An employee promoted into a new classification will receive no less than two (2) performance evaluations during his/her six (6) month probationary period. Such evaluations will be conducted at reasonable intervals.

C. Extension of Probationary Periods

1. The probationary period may be extended commensurately by each hour an employee is on authorized leave for more than five (5) consecutive workdays. Leaves include, but are not limited to, vacation, sick leave, CTO, and leaves without pay, including leaves granted under FMLA, CFRA, Pregnancy Disability Leave, Americans with Disabilities Act, and workers' compensation laws. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment.
2. Outside an authorized leave, a probationary period may be extended one (1) time at the City's sole discretion, for a period not to exceed six (6) months, to

ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

3. A probationary employee may, at the discretion of the department director, receive a salary step increase effective the beginning of the pay period, which includes the employee's salary anniversary date if they meet the following criteria:

    a. Received a satisfactory evaluation; and

    b. Completed an extended probationary period.

    The employee's salary anniversary date will be adjusted to the date the merit increase is granted.

ARTICLE 28. NEPOTISM

The purpose of a nepotism policy is to regulate, restrict, or prohibit power or influence in personnel matters in favor of relatives, friends, or associates, as it may have a detrimental effect on supervision and morale.

A. A relative is defined as an individual who is related by blood, marriage, domestic partnership, or adoption in any of the following ways: spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law, or any other situation that the Director of Administrative Services determines creates the possibility of a conflict of interest.

B. No relative of a City employee may serve in or be appointed, promoted, demoted, or transferred to a position within the same department or division in which the employee's' relative or spouse/domestic partner already holds a position if any of the following would result:

    1. Direct line of supervision, including any situation in which one employee would be in a position to affect the terms and conditions of the other's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation. The department director is considered in the direct line of supervision in that department.

    2. Both employees have the same supervisor.

    3. A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency.

C. Employees in lead or supervisory positions are prohibited from entering into romantic relationships with subordinates. Employees who become relatives or when existing employees enter into a relationship and/or who work in the same direct line of supervision within a City department shall notify the department director and Human Resources within thirty (30) days.

1. The City shall initially allow the affected employees to determine which employee will remain in their current position. If the affected employees have no preference, the department director, in consultation with the Director of Administrative Services and City Manager, shall determine which of the employees will remain in their current position, giving consideration to the business needs, work history with the City, and seniority of the affected employees.

   As to the other employee, the Director Administrative Services , in consultation with the City Manager, will attempt to make a mutually acceptable transfer or demotion in another supervisory unit or department. If a mutually acceptable transfer or demotion cannot be made, that employee shall be subject to separation.

ARTICLE 29. HOLIDAY FURLOUGH

The City may schedule a mandatory work furlough between the Christmas and New Year's holidays each year. The establishment of such a furlough will be at the City's sole discretion.

A. Employees will be notified by July 1 of each year if and when the furlough is scheduled.

B. Supervisors will notify those employees who will be required to work during the furlough by November 1.

C. During the furlough period, employees may use accrued vacation, management leave, or CTO, or they may take the time off without pay. The furlough will not affect health benefits, and leaves and seniority will continue to accrue.

Any new full-time confidential or other full-time unrepresented employee hired on or after pay period 20 of each year, who does not have sufficient time to accrue vacation to use during the furlough, may be advanced vacation time to cover the non-holiday time during the furlough. Employees may request an advance using the prescribed form. If requesting such an advance of vacation leave, following the furlough period, the employee's vacation will reflect a negative balance and any future vacation accruals shall be deducted until the vacation advance is fully repaid. The employee shall not take vacation leave until a positive leave balance is restored.

ARTICLE 30. EMPLOYEE PERFORMANCE EVALUATIONS

The City shall conduct employee performance evaluations on City-issued evaluation forms. Performance evaluations are to be conducted at least annually, regardless of whether or not an employee is eligible for a salary step increase. Employees will be eligible for any appropriate annual step increase in the pay period which includes their anniversary date unless the Human Resources Division has received an employee's overall performance evaluation that is less than "meets expectations" (or equivalent language), or the employee has reached the top step of his/her classification.

ARTICLE 31. EXTRA STEP (MERIT) INCREASE

A department director may recommend to the City Manager for his/her approval that an eligible employee may receive one extra step increase during their annual evaluation. The department director shall submit written justification to the City Manager demonstrating the following:

- The employee has made significant achievements of City-wide importance, and the amount of the additional salary and benefit costs are available in the department's budget for the balance of the fiscal year (department's calculations to accompany the estimate).

The City Manager shall report all extra merit step increases to the City Council annually.

ARTICLE 32. CITY MANAGER ADDITIONAL AUTHORITY

Notwithstanding any of the provisions above, the City Manager may negotiate employment agreements for directors outside of the terms of this Document, provided that the employment agreement is brought to City Council for ratification at the earliest opportunity.

ROCKLIN MANAGEMENT, CONFIDENTIAL, AND OTHE
EMPLOYEES
RULES, REGULATIONS, BENEFITS, AND P



June 25, 2024

TABLE OF CONTENTS

SECTION I – GENERAL 16
ARTICLE 1. INTENT 16
ARTICLE 2. DURATION AND SUCCESSOR RESOLUTIONS 16
ARTICLE 3. EMPLOYEE RIGHTS 16
ARTICLE 4. SEPARABILITY 17
ARTICLE 5. CONFIDENTIAL EMPLOYEES 17
ARTICLE 6. MANAGEMENT EMPLOYEES 17

SECTION II – COMPENSATION 19
ARTICLE 7. COMPENSATION 19
ARTICLE 8. OVERTIME/COMPENSATORY TIME OFF 20
ARTICLE 9. EDUCATION INCENTIVE PAY 22
ARTICLE 10. SEVERANCE PAY 23

SECTION III – BENEFITS 24
ARTICLE 11. HEALTH AND OTHER BENEFITS 24
ARTICLE 12. STATE DISABILITY INSURANCE 27
ARTICLE 13. FLEXIBLE SPENDING PLAN 27
ARTICLE 14. RETIREMENT BENEFITS 27
ARTICLE 15. DEFERRED COMPENSATION 28
ARTICLE 16. RETIREE HEALTH BENEFITS 29
ARTICLE 17. TUITION REIMBURSEMENT 29
ARTICLE 18. UNIFORM ALLOWANCE 31

SECTION IV – LEAVES 32
ARTICLE 19. VACATION 32
ARTICLE 20. HOLIDAYS 33
ARTICLE 21. SICK LEAVE 33
ARTICLE 22. BEREAVEMENT LEAVE 36
ARTICLE 23. MANAGEMENT LEAVE 37
ARTICLE 24. FAMILY AND MEDICAL LEAVE ACT/CALFORNIA FAMILY RIGHTS ACT 38
ARTICLE 25. LEAVE OF ABSENCE WITHOUT PAY 39
ARTICLE 26. JURY DUTY 40

SECTION V – MISCELLANEOUS TERMS AND CONDITIONS 41
ARTICLE 27. PROBATIONARY PERIODS 41
ARTICLE 28. NEPOTISM 42
ARTICLE 29. HOLIDAY FURLOUGH 43
ARTICLE 30. EMPLOYEE PERFORMANCE EVALUATIONS 43
ARTICLE 31. EXTRA STEP (MERIT) INCREASE 44
ARTICLE 32. CITY MANAGER ADDITIONAL AUTHORITY 44

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

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

SECTION I – GENERAL

ARTICLE 1. INTENT

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

When there is a conflict between the Rules, Regulations, Benefits and Policies Relating to Employee Relations Between the Management, Confidential, and Other Unrepresented Employees and the City and the Personnel Rules, the language in the Rules, Regulations, Benefits and Policies relating to employee relations between the Management, Confidential, and Other Unrepresented Employees and the City shall govern.

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

ARTICLE 2. DURATION AND SUCCESSOR RESOLUTIONS

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

ARTICLE 3. EMPLOYEE RIGHTS

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

ARTICLE 4. SEPARABILITY

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

ARTICLE 5. CONFIDENTIAL EMPLOYEES

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

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

ARTICLE 6. MANAGEMENT EMPLOYEES

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

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

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

SECTION II – COMPENSATION

ARTICLE 7. COMPENSATION

1. Salary

   Effective, the first full pay period of July 2024, the City will increase base wages for all management and confidential classifications by 2.5%.

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

2. Salary Schedules

   A. Salary Schedule A and Salary Schedule B

      Each job classification shall have two salary schedules: Schedule A and Schedule B.

   B. Move to Salary Schedule B from Salary Schedule A

      All employees hired prior to July 7, 2018 shall remain on Salary Schedule A until they have achieved step 6 of the salary range. Upon achievement of step 6, such employees will move to Salary Schedule B.

      Confidential employees who reach step 6 shall move to Salary Schedule B, step 8.

      Management employees who reach step 6 shall move to Salary Schedule B, step 8.

   C. Salary Schedule B

      All employees hired or promoted into a management or confidential classification on or after September 23, 2023 shall be assigned to Salary Schedule B.

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

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

3. Confidential Employees Special Pay

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

4. City Treasurer Special Pay

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

5. Salary Upon Promotion

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

ARTICLE 8. OVERTIME/COMPENSATORY TIME OFF

Management Employees

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

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

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

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

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

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

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

3. Rate of pay:

- A designated supervisor or manager working an overtime assignment in a lower classification represented by RPOA shall be compensated at the rate of one and one-half (1.5) of the top step hourly rate of pay for the classifications being filled, for each hour worked.
- If there is no equivalent, the pay for the designated supervisor or manager will move to the rate of pay that is just below the current rate of pay for the employee for the classification worked.

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

Confidential Employees and Other Unrepresented Non-Exempt Employees

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

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

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

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

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

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

Overtime Payment

Confidential and Other Unrepresented Non-Exempt Employees Only

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

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

C. When the City approves an employee's attendance at an off-site training workshop, the employee is in paid status during all hours that the workshop is in session with the exclusion of meal periods and social events. The employee will be in paid status for the travel time to and from the workshop that exceeds the employee's regular commute time. The double time payment after twelve (12) continuous hours worked (Section B above) does not apply to off-site training events.

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

Compensatory Time Off

Confidential Employees Only

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

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

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

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

Fire Recruit Only

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

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

ARTICLE 9. EDUCATION INCENTIVE PAY

Confidential Employees Only

Confidential employees hired before July 1, 2012 shall be eligible for education incentive pay as follows:

A. Associate Degree $75.00 per month
Bachelor's Degree $125.00 per month
Master's Degree: $150.00 per month

This incentive is non-cumulative and is paid at the highest rate for which an employee is qualified.

B. Education incentive pay shall not be applicable to employees in those classifications that require an associate or bachelor's degree as a minimum qualification to work in the class.

C. Payment of education incentive will begin effective the first day of the pay period following when the employee provides the Human Resources Division with the appropriate documentation, which would include a copy of the transcripts or diploma. It is the responsibility of each employee to notify the Human Resources Division of his/her eligibility for education incentive and to provide the appropriate documentation.

D. Confidential employees hired on or after July 1, 2012 shall not be eligible for education incentive pay.

ARTICLE 10. SEVERANCE PAY

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

If an employee, who has been in their current position for a minimum of one (1) year is requested to resign or is terminated from employment and has a signed notice of acknowledgement of at-will employment on file, he/she shall receive severance pay based on years of service according to the formula in Article 10, provided that the termination of employment was not the result of a layoff; or the management employee has not been convicted of the commission of any felony or of any crime of moral turpitude or of any crime in the performance of, or related to, their duties; or committed misfeasance or malfeasance in their official duties; or has been terminated for any other reasonable "cause" as defined in the City's Personnel Rules. The management employee shall not be entitled to severance compensation under any other circumstances, including, but not limited to, resignation.

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

For purposes of this Article 10, 'base salary' shall mean the monthly proration of the annual salary specified in the Salary Schedule, less applicable tax withholding. As a condition to receipt of

severance compensation, the management employee shall execute a release of all claims against the City in a form deemed satisfactory to the City and approved by the City Attorney.

Management employees on an employment agreement contract are exempted from the provisions of this article 10.

SECTION III – BENEFITS

ARTICLE 11. HEALTH AND OTHER BENEFITS

1. Policy

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

2. Selection of Carriers

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

3. Benefits

   A. Health Insurance

      The City will make direct monthly contributions towards the premium cost for the medical insurance plan and coverage level selected by each participating employee to a maximum of one thousand two hundred dollars ($1,200) per month. Employees shall be responsible for the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution. Such additional costs shall be paid pre-tax through salary deduction. To the extent a participant does not utilize the one thousand two hundred dollars ($1,200) toward medical premiums, the remainder shall be retained by the City and shall not be cashed out or applied to other benefits.

   B. Payroll Deduction

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

   C. Dental Insurance

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

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

D. Vision Insurance

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

E. Cafeteria Plan Flex Dollars

The City maintains a cafeteria plan, pursuant to Section 125 of the Internal Revenue Service (IRS) code and related regulations, for the purposes of offering employees access to various health and welfare benefits. Effective January 1, 2024, the City shall provide full time employees three hundred dollars ($300) per month ("Flex Dollars") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the pre-tax qualified benefits, including medical or dental premiums offered by the City under the Section 125 plan provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence. Cafeteria plan payments are not eligible for cash payments.

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

For part-time employees, the City shall contribute one hundred and fifty ($150) per month ("Flex Dollars") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the pre-tax qualified benefits, including medical or dental premiums, offered by the City under the Section 125 plan provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence. Cafeteria plan payments are not eligible for cash payments.

F. Long-Term Disability Insurance

Management Employees

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

Confidential and Other Unrepresented Full-Time Employees

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

G. Life and Accidental Death and Dismemberment Insurance

Management Employees

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

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

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

Confidential Employees and Other Unrepresented Full-Time Employees

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

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

4. Health Coverage Reduction Incentive

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

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

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

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

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

Eligibility Categories	Maximum Monthly Payment
No Health – Minimum Required Coverage *(Dental, Vision, Life, & LTD)* for Employee Only	$250.00
No Health – Minimum Required Coverage *(Dental, Vision, Life, & LTD)* for Family	$225.00

ARTICLE 12. STATE DISABILITY INSURANCE

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

ARTICLE 13. FLEXIBLE SPENDING PLAN

The City will continue to make available to employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible employees to set aside up to the maximum amount allowed under IRS Section 125 per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. If the maximum amount changes, then the City will abide by that new amount. Employees may choose to enroll in this plan each December for the next calendar year.

ARTICLE 14. RETIREMENT BENEFITS

1. Classic Employees

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

A. Classic Employees Retirement Plan

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

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

B. Classic Employees Retirement Member Contribution

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

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

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

C. PEPRA Employees Retirement Plan

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

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

D. PEPRA Employees Retirement Member Contribution

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

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

ARTICLE 15. DEFERRED COMPENSATION

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

For employees hired prior to July 1, 2012 (regardless of bargaining unit upon initial hire), the City will contribute two hundred dollars ($200.00) per month (no match required) for employees to

a City-sponsored deferred compensation program. If any type of "health savings account" becomes available under the City's benefits program, confidential employees could direct these funds to that account to the extent allowed by law.

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

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

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

ARTICLE 16. RETIREE HEALTH BENEFITS

All City management, confidential, and other unrepresented full-time employees that meet the eligibility requirements for CalPERS retirement and retire within one hundred twenty (120) days of separation from the City are eligible for post-retirement health benefits.

The City shall contribute up to a maximum of one thousand two hundred dollars ($1,200) per month (depending on the medical plan and coverage level selected) for post-retirement medical insurance premium costs. Eligible retirees shall receive 100% of the City's contribution and any subsequent increases towards their post-retirement health benefits. The retiree health benefits described in this Article 16 are intended to be permanent for current retirees as of July 5, 2019, and employees who retire before this Resolution is repealed. Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire prior to this Resolution is repealed shall exist and continue beyond the length of this Resolution, and are not dependent on the existence of any subsequent or future Resolution; however, the City may agree to increase the amount of the retiree health benefit in the future.

Once a retiree becomes Medicare eligible, CalPERS requires the retiree (or survivors) and their dependents to enroll in both Medicare Part A and Part B to remain eligible for CalPERS health coverage. A Certification of Medicare Status form is required, and CalPERS will change the health coverage to a Supplement to Medicare or Medicare Advantage plan.

ARTICLE 17. TUITION REIMBURSEMENT

1. Eligibility and Approval

Management, confidential, and other unrepresented full-time employees shall be eligible for tuition and related expense reimbursement for completing pre-approved course work in a regionally accredited college, school, or university. Pre-approved job-related extension courses or certificate programs offered through regionally accredited colleges and universities are also eligible for reimbursement. Courses, books, and supplies paid for via state, federal, or private grants are excluded from reimbursement.

To be eligible for reimbursement, the employee must submit an education plan and goal approved by his/her department director to the Human Resources Division. The plan shall include at least the following:

A. A statement of the employee's career and training objectives for the next two-year period;

B. A narrative description of the types of training and instruction the employee desires to receive;

C. A statement demonstrating how the requested course work will benefit the City, and how such training will enhance the City's ability to complete its program, which will include the relevance of the plan to the employee's work assignment; and

D. A statement demonstrating how such proposed training will increase the employee's proficiency while working for the City.

When department operations allow, the department director may approve flexible hours (consistent with the Alternative Work Schedule Policy) to accommodate class schedules.

2. Reimbursement

A. Within ninety (90) days of completing the course work, the employee must submit to the Human Resources Division a copy of their grade report evidencing completion of the course work with a grade C or better, and an itemized receipt reflecting the items that are being claimed for reimbursement.

B. Items qualifying for reimbursement include:

a. Tuition (in-state only)
b. Required textbooks
c. Required supplies
d. Parking permits
e. Other required fees

C. Items NOT qualifying for reimbursement include:

a. Medical service fee
b. Mileage
c. Items not required by the instructor

D. The maximum amount eligible for reimbursement will be seven hundred fifty dollars ($750.00) per calendar year. With the approval of the department director and the Human Resources Division, an employee may apply the annual tuition

reimbursement allowance to certificate or extension programs such as those offered by UC Davis which meet the goals of the employee's education plan. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

ARTICLE 18. UNIFORM ALLOWANCE

The following classifications shall receive a uniform allowance of thirty-six dollars and fifty-four cents ($36.54) per pay period:

- Deputy Fire Chief
- Fire Chief
- Police Captain
- Police Chief

The following classification shall receive a uniform allowance of thirty dollars ($30.00) per pay period:

- Manager of Police Records and Communications
- Code Enforcement Program Manager

SECTION IV – LEAVES

ARTICLE 19. VACATION

Regular part-time employees accrue leaves equal to their full-time equivalency unless otherwise required by federal and/or state law. For example, a regular part-time employee working 50% of a full-time equivalent will accrue 50% of the leave of a regular full-time employee with the same number of years of City service.

1. Policy

   A. Vacations shall be taken at the convenience of the City. The City may establish a schedule for each employee to ensure the level of staffing required to carry out its work program. However, subject to operational need, the City will make every effort to approve vacation requests.

2. Accrual Rates and Maximum Accumulation

   A. Vacation accrual is based on an employee's regular work schedule and includes all hours in paid status, exclusive of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Current full-time employees shall accrue vacation leave as follows:

Year	Days/year	Maximum Accrual
1	15 (.0577 per hour)	240 hours
2	16 (.0615 per hour)	240 hours
3	17 (.0654 per hour)	240 hours
4	18 (.0692 per hour)	240 hours
5	20 (.0769 per hour)	260 hours
10	23 (.0885 per hour)	280 hours
15	25 (.0962 per hour)	300 hours
20+	27 (.1039 per hour)	320 hours

   B. When an employee accrues the maximum number of accrual hours as set forth above, the employee shall cease accruing vacation until such time as the employee has utilized vacation hours to bring the total hours below the maximum stated accrual. At no time may an employee have a total balance of vacation hours in excess of the maximum leave accrual.

   C. The City reserves the right to require employees who currently have a balance approaching their maximum accrual to take time off. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements to reduce the accrued hours prior to December 31 of each year.

D. Vacation leave must be scheduled and approved in advance and in accordance with the procedures established for each department or division. After the first year of service, each employee must take one vacation period of no less than five (5) consecutive workdays during a calendar year.

E. The City Manager shall have the authority to grant up to five (5) additional days of vacation annually (to equal a maximum of twenty [20] days each year) to any individual in any management position during their first four (4) years of service with the City. The City Manager shall also have the authority to credit five (5) days of vacation from the first year's accrual as of the first day of employment.

F. Department directors shall be entitled to no less than twenty (20) days of vacation per year, regardless of their date of hire.

G. If an employee receives a higher accrual rate as stated in E and F above, the employee's accrual rate will not increase until their years of service entitle them to a higher accrual rate according to the schedules included in this Document.

ARTICLE 20. HOLIDAYS

Full-time employees shall be eligible to receive paid scheduled holidays. During the term of this Document, the City will recognize the holidays as specified below:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Thanksgiving Friday	Friday following the fourth Thursday
Christmas Day	December 25

Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the succeeding Monday. An employee may not use a designated holiday as his/her last day of employment. The employee must be in paid status for the entire subsequent work day after the holiday to qualify for holiday pay.

ARTICLE 21. SICK LEAVE

Regular part-time employees accrue leaves equal to their full-time equivalency unless otherwise required by federal and/or state law. For example, a regular part-time employee working 50% of a full-time equivalent will accrue 50% of the leave of a regular full-time employee with the same number of years of City service.

1. Accrual and Cash Out

   A. Full-time employees shall accrue up to twelve (12) sick leave days per year, at the rate of .0462 multiplied by the actual number of hours in paid status, with the exception of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Employees may use accrued sick leave as soon as it is accrued.

   B. Temporary employees shall accrue up to three (3) sick leave days per fiscal year in accordance with California Labor Code 246, following a ninety (90) day waiting period. Employees may use accrued sick leave as soon as it is accrued.

   C. For full-time employees hired before July 1, 2012, upon termination of employment in good standing, the accumulated sick leave may be sold back as follows:

Total Accumulated Sick Leave	Buyout Rate
0 – 29 days	0%
30 – 39 days	10%
40 – 49 days	20%
50 – 59 days	30%
60 – 69 days	40%
70+ days	50%

   The formula for the buyback shall be: Total accumulated days multiplied by the current hourly rate in effect at the date of separation multiplied by the buyout rate from the chart above.

   For full-time employees hired on or after July 1, 2012, upon termination of employment in good standing, the accumulated sick leave buyout shall not exceed 10% of all accumulated hours in excess of twenty-nine (29) days.

   Upon retirement, an employee may choose to (1) convert his/her total sick leave to CalPERS service credit; or (2) sell back his/her sick leave under the schedule noted above. The sick leave remaining after the buyout will be converted to CalPERS service credit under Section 20965, "Credit for Unused Sick Leave."

2. Use of Sick Leave

   Sick leave may be used for the following purposes:

   A. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member (defined in this Article 21).

   B. If employee is a victim of domestic violence, sexual assault, or stalking, sick leave may be used to obtain any relief to help ensure the health, safety, or welfare of the employee or his/her child.

C. For an employee who is an organ or bone marrow donor, pursuant to the provisions of California Labor Code section 1510.

D. Bereavement leave, as set forth in Article 22.

E. To attend to the illness of a family members, as defined by California Labor Code §245.5 (c), which includes: employee's biological, adoptive, or foster parent, stepparent, or legal guardian of employee or employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child; spouse or registered domestic partner; biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent; grandchild; or sibling, or designated person, limited to one designated person per 12-month period for sick leave.

F. Confidential and full-time unrepresented employees may use sick leave to donate blood for up to two (2) hours on four (4) occasions each calendar year. The maximum amount of sick leave that can be used for this purpose is eight (8) cumulative hours each calendar year.

G. An employee who is entitled to a disability retirement (either at his/her own request or as a result of City action) under CalPERS shall not be entitled to use sick leave to defer the effective date of the retirement as provided by Government Code Section 21163.

H. Employees who are off work for three (3) or more consecutive days due to a non-work-related illness or injury shall, if requested, supply a medical release to the Human Resources Division signed by the health care provider stating that the employee may return to full or modified duty. If returned to modified duty, the release must be specific as to the nature of the restrictions and the length of time, if known, that the restrictions are to remain in place.

3. Coordination of Sick Leave and Disability Benefits

A. When an employee, receives SDI benefits, and requests to integrate accrued leave with disability benefits, it will be integrated as follows:

- If they have accumulated leave, be treated as on leave; and
- Receive their full salary, which shall be a combination of compensation from the City and SDI.
    - While the employee is integrating SDI, the amount of the SDI payment(s) received shall be credited to the employee. The remainder of the employee's base salary will be paid first through sick leave (if sick leave use is permitted for the type of leave), then through other leave balances, with CTO last. Employees must notify the Human Resources Division of their intent to integrate and must

provide proof of payment from the Employment Development Department to the Human Resources Division in a timely manner.

- When all available leave hours are exhausted, beginning with sick leave (if sick leave use is permitted), they shall only receive SDI to the extent permitted by law.

4. Coordination of Sick Leave and Workers' Compensation Benefits

An employee injured while on duty who is receiving workers' compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in Section III.

5. Coordination of Accrued Vacation, and Compensatory Time Off with Disability and Workers' Compensation Benefits

A. An employee may request to integrate accrued leave with disability benefits to continue to receive a full salary, which shall be a combination of accrued vacation and/or CTO and SDI or workers' compensation benefits.

B. When permitted accrued leaves are exhausted, an employee shall be placed on leave without pay.

ARTICLE 22. BEREAVEMENT LEAVE

A. Each full-time employee will be eligible for up to twenty-four (24) hours of bereavement leave for purposes of bereavement following the death of a relative. If an employee requests additional time off for bereavement, an additional sixteen (16) hours may be charged to accrued sick leave.

1. Relatives Covered:

Spouse	Domestic Partner
Son	Daughter
Brother	Sister
Father	Mother
Father-in-law	Mother-in-law
Grandfather	Grandmother
Grandchildren	

2. The following step/foster relationships are covered:

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

3. Bereavement leave is also available following the death of a non-related child, or close relative, who resided with the employee at the time of death.

B. Notification to the City

The employee shall notify his/her supervisor no later than the beginning of the next workday of the occurrence requiring bereavement leave and, if requested by the City, shall provide substantiation to support the request. Such leave shall commence within a reasonable amount of time following the request. Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per. A above.

ARTICLE 23. MANAGEMENT LEAVE

A significant amount of skill, effort, and devotion is required to be successful in a management position. In recognition of this, management leave is granted as part of the total management compensation package. Staff assigned to management classifications are expected to devote the time necessary to successfully perform the position's responsibilities and to accomplish established goals. Attendance at after-hours meetings or community gatherings is frequently required of management positions. Further, staff assigned to management positions frequently spend personal time doing work-related tasks. The compensation established for management classifications is not affected by the amount of time required, on an individual basis, for successful performance. Full-time management positions will typically require a minimum of eighty (80) hours per biweekly pay period.

Management employees below the director level may schedule their time as needed to meet the service needs of their division, subject to review and concurrence by the department director, division manager, or chief. Directors may schedule their time as needed to fulfill their management role in the department and any inter-departmental responsibilities that may be assigned. This schedule shall be subject to review and concurrence by the City Manager.

The City Manager retains the discretion to determine management leave based on individual circumstances, not to exceed eighty (80) hours. Management leave will be issued per fiscal year to groups with the accrual rate as noted below:

- Department director level (Council-appointed position or exception): 80 hours
- Deputy director level: 64 hours
- Manager level: 56 hours
- All other classifications in the management group: 48 hours

Employees shall be credited with and have available for use the number of days as established herein as of July 1 each year. Should any employee be hired or promoted into a management position after July 1, they shall be credited with a prorated amount of management leave for the balance of the fiscal year.

If a management employee has not been able to take sufficient leave over the prior twelve (12) months, such that they are within eight (8) hours of their vacation leave accrual cap, once per fiscal year, management employees may request a cash payment to occur in the first full pay period in the next calendar year for up to half of their annual management leave accrual rate. Approval of the cash payment is at the City Manager's discretion and is also contingent upon sufficient budget availability. Cash payment for such management leave hours will be paid at the employee's base pay rate from the salary schedule.

Management leave shall not be cumulative from year-to-year.

Upon resignation or other termination of employment in good standing, the employee shall receive a prorated amount of unused management leave on the books as of the date the resignation is submitted, or the other termination is effective based on the portion of the fiscal year actually worked.

ARTICLE 24. FAMILY AND MEDICAL LEAVE ACT/CALFORNIA FAMILY RIGHTS ACT

A. FMLA/CFRA

An employee who has worked at least one thousand two hundred fifty (1,250) hours in the past twelve (12) months for the City is eligible to take leave for up to twelve (12) weeks each twelve (12) month period for personal or family illness, or to bond with a new child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

An employee who is in unpaid status during a family care and medical leave will suffer no break in service for purposes of determining seniority per the City's Personnel Rules.

The City reserves the right to temporarily transfer an employee who is taking intermittent family care and medical leave or is on a reduced leave schedule for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable in pay and benefits to the employee's regular position and the employee will be returned to their original position on completion of their treatment, subject only to their being capable of performing the essential functions of the job.

The City may require the employee to utilize all accrued sick leave (if use is permitted by for type of leave), vacation, and management leave to cover the FMLA or CFRA period which otherwise would be unpaid. If the employee chooses, they may reserve five (5) days of accrued vacation leave for use upon their return from an extended period of family care and medical leave.

1. "Extended Period" is defined as an absence of two (2) weeks or more.
2. If all other leave is exhausted at the expiration of the family care and medical leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from family care and medical leave.

New child bonding leave must be taken within one (1) year of the child's birth, adoption, or start of foster care. It may be taken in increments of two (2) weeks or more; however, on two (2) occasions the employee may take such leave in smaller increments.

B. Pregnancy Disability Leave

1. The City will provide up to four (4) months of unpaid leave to female employees for pregnancy-related disability, in accordance with Government Code Section 12945(b)(2). Leave for pregnancy-related disability will run concurrently with FMLA.

2. Use of Leave

   The employee may elect to use any accrued unused leave time to cover the period of her disability leave, which would otherwise be unpaid. During the period of her disability, an employee's unused accrued sick leave will be integrated with any SDI benefits she may receive. Any accrued vacation leave or other accrued time off may be used at the option of the employee before an employee's unpaid leave begins.

ARTICLE 25. LEAVE OF ABSENCE WITHOUT PAY

A. Leave of absence without pay may be granted to any employee with the approval of the department director or his/her designee for: (1) illness beyond that covered by sick leave; or (2) other personal reasons which do not adversely impact, interfere with, or disrupt City operations.

   1. To be eligible for a leave of absence for personal reasons, an employee must have received an overall rating of "meets expectations" on their performance evaluation and have had no formal disciplinary actions in the twelve (12) months prior to the request.

   2. Terms and conditions of the leave shall be specified in writing.

B. Duration

   An unpaid leave of absence may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence up to an additional ninety (90) days. The City Manager will consider the employee's circumstances and balance those needs against the impacts to the City created by the employee's continued absence.

C. Revocation of Leave of Absence

   A leave of absence may be revoked by the department director upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.

D. Return Upon Expiration of Leave of Absence

   Upon return to work from a leave of absence, the employee shall be returned to his/her former position, if available, or an equivalent position, if available. If neither the former

position nor an equivalent position is available, the employee will be reassigned to a vacant position for which he/she is qualified.

E. Non-Qualifying Service

An unpaid leave of absence shall not be counted as qualifying service for the purposes of accruing vacation and sick leave. A leave of absence of thirty (30) days or more is not counted as qualifying service for merit salary adjustments. An employee on leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain medical, dental, vision, LTD, and life insurance policies by remitting full monthly premium payments to the City or CalPERS, if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave after CFRA and FMLA are exhausted.

F. Leave Usage

All accrued vacation, management leave, and CTO must be used prior to the effective date of leave of absence without pay.

ARTICLE 26. JURY DUTY

When an employee is required to serve on jury duty, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the City the amount received as juror fees but shall retain any fees received for mileage reimbursement.

SECTION V – MISCELLANEOUS TERMS AND CONDITIONS

ARTICLE 27. PROBATIONARY PERIODS

A. Probationary Periods

1. Unless otherwise specified upon employment, all other management, confidential, and full-time unrepresented employees are subject to appointment by the City Manager.
2. Management employees serve at the will and pleasure of the City Manager, are exempt from competitive service, and do not serve a probationary period.
3. Upon appointment or promotion, confidential and unrepresented employees shall serve a twelve (12) months probationary period, except for promotion of an employee who has completed probation in the lower class to the next higher class in a flexibly staffed position.
4. Reclassifications and job title changes shall be exempt from serving a new probationary period.
5. The probationary period is an integral part of the selection process and shall be utilized as an opportunity to observe the employee's work, to provide training, and to assist the employee in adjusting to the new position. At any time during the probationary period, an employee may be released with or without cause, and shall be without the right of review of any kind.

B. An employee shall receive no less than three (3) performance evaluations during the initial twelve (12) month probationary period. An employee promoted into a new classification will receive no less than two (2) performance evaluations during his/her six (6) month probationary period. Such evaluations will be conducted at reasonable intervals.

C. Extension of Probationary Periods

1. The probationary period may be extended commensurately by each hour an employee is on authorized leave for more than five (5) consecutive workdays. Leaves include, but are not limited to, vacation, sick leave, CTO, and leaves without pay, including leaves granted under FMLA, CFRA, Pregnancy Disability Leave, Americans with Disabilities Act, and workers' compensation laws. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment.
2. Outside an authorized leave, a probationary period may be extended one (1) time at the City's sole discretion, for a period not to exceed six (6) months, to

ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

3. A probationary employee may, at the discretion of the department director, receive a salary step increase effective the beginning of the pay period, which includes the employee's salary anniversary date if they meet the following criteria:

    a. Received a satisfactory evaluation; and

    b. Completed an extended probationary period.

    The employee's salary anniversary date will be adjusted to the date the merit increase is granted.

ARTICLE 28. NEPOTISM

The purpose of a nepotism policy is to regulate, restrict, or prohibit power or influence in personnel matters in favor of relatives, friends, or associates, as it may have a detrimental effect on supervision and morale.

A. A relative is defined as an individual who is related by blood, marriage, domestic partnership, or adoption in any of the following ways: spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law, or any other situation that the Director of Administrative Services determines creates the possibility of a conflict of interest.

B. No relative of a City employee may serve in or be appointed, promoted, demoted, or transferred to a position within the same department or division in which the employee's' relative or spouse/domestic partner already holds a position if any of the following would result:

    1. Direct line of supervision, including any situation in which one employee would be in a position to affect the terms and conditions of the other's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation. The department director is considered in the direct line of supervision in that department.

    2. Both employees have the same supervisor.

    3. A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency.

C. Employees in lead or supervisory positions are prohibited from entering into romantic relationships with subordinates. Employees who become relatives or when existing employees enter into a relationship and/or who work in the same direct line of supervision within a City department shall notify the department director and Human Resources within thirty (30) days.

1. The City shall initially allow the affected employees to determine which employee will remain in their current position. If the affected employees have no preference, the department director, in consultation with the Director of Administrative Services and City Manager, shall determine which of the employees will remain in their current position, giving consideration to the business needs, work history with the City, and seniority of the affected employees.

   As to the other employee, the Director Administrative Services , in consultation with the City Manager, will attempt to make a mutually acceptable transfer or demotion in another supervisory unit or department. If a mutually acceptable transfer or demotion cannot be made, that employee shall be subject to separation.

ARTICLE 29. HOLIDAY FURLOUGH

The City may schedule a mandatory work furlough between the Christmas and New Year's holidays each year. The establishment of such a furlough will be at the City's sole discretion.

A. Employees will be notified by July 1 of each year if and when the furlough is scheduled.

B. Supervisors will notify those employees who will be required to work during the furlough by November 1.

C. During the furlough period, employees may use accrued vacation, management leave, or CTO, or they may take the time off without pay. The furlough will not affect health benefits, and leaves and seniority will continue to accrue.

Any new full-time confidential or other full-time unrepresented employee hired on or after pay period 20 of each year, who does not have sufficient time to accrue vacation to use during the furlough, may be advanced vacation time to cover the non-holiday time during the furlough. Employees may request an advance using the prescribed form. If requesting such an advance of vacation leave, following the furlough period, the employee's vacation will reflect a negative balance and any future vacation accruals shall be deducted until the vacation advance is fully repaid. The employee shall not take vacation leave until a positive leave balance is restored.

ARTICLE 30. EMPLOYEE PERFORMANCE EVALUATIONS

The City shall conduct employee performance evaluations on City-issued evaluation forms. Performance evaluations are to be conducted at least annually, regardless of whether or not an employee is eligible for a salary step increase. Employees will be eligible for any appropriate annual step increase in the pay period which includes their anniversary date unless the Human Resources Division has received an employee's overall performance evaluation that is less than "meets expectations" (or equivalent language), or the employee has reached the top step of his/her classification.

ARTICLE 31. EXTRA STEP (MERIT) INCREASE

A department director may recommend to the City Manager for his/her approval that an eligible employee may receive one extra step increase during their annual evaluation. The department director shall submit written justification to the City Manager demonstrating the following:

- The employee has made significant achievements of City-wide importance, and the amount of the additional salary and benefit costs are available in the department's budget for the balance of the fiscal year (department's calculations to accompany the estimate).

The City Manager shall report all extra merit step increases to the City Council annually.

ARTICLE 32. CITY MANAGER ADDITIONAL AUTHORITY

Notwithstanding any of the provisions above, the City Manager may negotiate employment agreements for directors outside of the terms of this Document, provided that the employment agreement is brought to City Council for ratification at the earliest opportunity.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Special Assessments for Delinquent Weed Abatement Charges

Date: June 25, 2024

Submitted By: Angela Doyle, Senior Accountant

Department: Administrative Services - Finance

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

A. Adopt a Resolution of the City Council of the City of Rocklin Imposing Special Assessments Against Certain Parcels for Delinquent Weed Abatement Charges.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments on the 2024/25 Tax Roll (Weed Abatement Charges).

Background:
Each year, the City notifies land owners of vacant properties that they must maintain their properties to minimize fire risk. If the properties are not properly abated by the land owners, the City has the right, under California Government Code Section 39501, California Government Code section 39560 et seq., and Rocklin Municipal Code section 8.12.010 to abate the properties and seek reimbursements for these costs.

On April 11, 2023, the City Council adopted Resolution No. 2023-43, which identified parcels requiring abatement, ordered that such abatement be completed by June 1, 2023, and set a public hearing for May 4, 2023, to hear any protests. This Resolution also indicated the City may perform abatement on properties that were not properly abated by the owners and indicated that the City would bill the responsible land owner for any costs incurred by the City. Land owners of affected parcels were notified by mail of the public hearing and abatement requirements.

On May 4, 2023, the City Council held a public hearing and ordered the nuisance be abated. During the summer of 2023, Northern State Contractors Inc, performed abatement on properties that had not been abated by the owners and billed the City for its costs. The City then billed the property owners for fees associated with abating their land on October 4, 2023, and the City sent second notices in December 2023 to those property owners with unpaid invoices.

On May 28, 2024, the City Council adopted Resolution No. 2024-122, accepting a report on the costs of abatement attributed to each delinquent parcel and set a public hearing on June

25, 2024, so that the City Council could consider placing special assessments for reimbursement of delinquent weed abatement charges on the 2024/25 tax roll. Notice of the public meeting was sent to all owners of record, was posted on the City's web page, posted near the Council Chambers at least three (3) days prior to the hearing, and was published in the Placer Herald on June 14, 2024.

The first resolution (Attachment 1) authorizes the imposition of special assessments on properties that have delinquent weed abatement fees, and requests the County collect such assessments. The second resolution (Attachment 2) is required by Placer County for all direct charges the County collected on the City's behalf. It serves to indemnify the County for any errors in those tax rolls submitted by the City.

Fiscal Impact:
Placement of special assessments on the tax rolls would result in the City being reimbursed $25,797.83 of weed abatement expenses and collecting $3,869.78 of administrative fees.

ATTACHMENTS:
1. Resolution A - Weed Abatement Charges
2 Resolution B - Weed Abatement Collection

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
IMPOSING SPECIAL ASSESSMENTS AGAINST CERTAIN PARCELS FOR
DELINQUENT WEED ABATEMENT CHARGES

WHEREAS, pursuant to the provisions of California Government Code sections 39501 and 39560 et seq., and Rocklin Municipal Code section 8.12.010, on April 11, 2023, Council adopted Resolution 2023-43, which identified parcels in the City of Rocklin that required weed abatement, ordered such abatement to be completed by June 1, 2023, and set a public hearing for any protests on May 4, 2023;

WHEREAS, on May 4, 2023, Council held a public hearing and thereafter ordered the nuisance abated (Resolution No. 2023-64), and during the summer of 2023, a City contractor performed the weed abatement of properties that had not been abated, and billed the City for the weed abatement costs; and

WHEREAS, on May 28, 2024, Council accepted a report on the unreimbursed costs of weed abatement and set June 25, 2024, as the date for a public hearing to consider the imposition of special assessments to be placed on the tax roll (Resolution No. 2024-122); and

WHEREAS, notice of the public hearing on June 25, 2024 was duly sent to all owners of record of affected properties as required by law, and was posted as required by law; and

WHEREAS, on June 25, 2024 public hearings were held and any objections to the imposition of special assessments on the parcels were heard and considered.

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

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

Section 2. The charges in the report on the cost of abatement set forth in Exhibit "A," attached hereto and incorporated herein by reference, are those charges expended for abatement of nuisance plus City and County special assessment processing fees, and are confirmed.

Section 3. As provided in California Government Code section 39577, the costs of abatement shall constitute a special assessment against the properties at which the services were rendered, and shall be collectible at the same time and in the same manner as secured property taxes are collected, and subject to the same penalties, priorities and procedures in the event of delinquency.

Section 4. As provided in California Government Code section 39577, a special assessment shall attach on the described properties upon recordation of this Resolution in the office of the Placer County Clerk-Recorder.

Section 5. The City Clerk shall file a certified copy of this Resolution in the office of the Placer County Auditor-Controller, and record a copy of this Resolution in the office of the Placer County-Clerk Recorder.

Section 6. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those fees attached hereto.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

Delinquent Weed Abatement Charges

APN	AMOUNT PAST DUE	CITY ADMIN FEE	COUNTY COLLECTION FEE	TOTAL ASSESSMENT AMOUNT
030-140-024-000	5,054.00	758.10	58.12	5,870.22
045-011-012-000	416.50	62.48	4.79	483.77
371-040-024-000	1,066.50	159.98	12.26	1,238.74
045-390-020-000	1,810.50	271.58	20.82	2,102.90
045-013-005-000	440.50	66.08	5.07	511.65
045-013-022-000	440.50	66.08	5.07	511.65
010-230-008-000	804.00	120.60	9.25	933.85
376-020-004-000	554.00	83.10	6.37	643.47
017-171-039-000	1,560.50	234.08	17.95	1,812.53
045-031-001-000	434.90	65.24	5.00	505.14
045-031-003-000	434.90	65.24	5.00	505.14
045-031-004-000	434.90	65.24	5.00	505.14
045-031-005-510	434.90	65.24	5.00	505.14
045-031-047-000	434.90	65.24	5.00	505.14
010-010-016-000	224.30	33.65	2.58	260.53
010-010-017-000	276.30	41.45	3.18	320.93
010-010-028-000	399.80	59.97	4.60	464.37
010-010-029-000	68.30	10.25	0.79	79.34
010-040-040-000	74.80	11.22	0.86	86.88
017-086-013-000	3,623.50	543.53	41.67	4,208.70
045-610-001-000	372.17	55.83	4.28	432.28
045-610-003-000	372.17	55.83	4.28	432.28
017-284-015-000	1,488.00	223.20	17.11	1,728.31
010-023-002-000	856.50	128.48	9.85	994.83
010-024-002-000	609.50	91.43	7.01	707.94
046-010-007-000	377.00	56.55	4.34	437.89
046-020-003-000	1,672.50	250.88	19.23	1,942.61
010-480-011-000	466.50	69.98	5.36	541.84
045-021-045-000	595.00	89.25	6.84	691.09
	25,797.83	3,869.78	296.68	29,964.29

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
REQUESTING THE COLLECTION OF TAXES, ASSESSMENTS ON THE 2024/25 TAX ROLL
(WEED ABATEMENT ASSESSMENTS)

WHEREAS, the City of Rocklin has imposed charges for weed abatement pursuant to California Government Code sections 39560 *et seq.* and section 8.12.010 of the Rocklin Municipal Code, for which unpaid charges are collected on behalf of the City by the County of Placer on the annual property tax roll; and

WHEREAS, the County of Placer has required, as a condition of the collection of taxes, assessments, liens and other charges on behalf of the City that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

Section 1. The Auditor-Controller of Placer County is requested to attach for collection on the County 2024/25 tax rolls special assessments against certain parcels for delinquent weed abatement charges as set forth in Rocklin City Council Resolution No. 2024-__.

Section 2. The City warrants and represents that the special assessments comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

Section 3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the special assessments on behalf of City.

Section 4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the special assessments requested to be collected by the County for the City, or in any manner arising out of City establishment and imposition thereof. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the special assessments, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

Section 5. The City agrees that its officers, agents, and employees will cooperate with the County in answering questions referred to the City by the County from any person concerning the City's special assessments, and that City will not refer such persons to County officers and employees for response.

Section 6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the assessments, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Solid Waste Rate Increase Public Hearing

Date: June 25, 2024

Submitted By: Justin Nartker, Director of Public Services

Department: Public Services

Recommendation:
Conduct a Public Hearing and, if there is No Majority Protest, Consider the Following Action:

Adopt a Resolution of the City Council of the City of Rocklin Amending Solid Waste Collection Service Rates within the Incorporated Limits of the City of Rocklin and Rescinding Resolution No. 2023-110.

Background:
On May 14, 2024, the City Council adopted Resolution No. 2024-109, which established Tuesday, June 25, 2024, as a Public Hearing to allow an opportunity for owners of property and customers serviced by Recology Auburn Placer to appear and protest the proposed increase in fees. The rate adjustment request consists of a Cost-of-Living (COLA) Increase of 2.1%, which is less than the 4.0% maximum yearly increase allowed in the Franchise Agreement with the City of Rocklin. In addition, Western Placer Waste Management Authority is increasing the Landfill Rate by 2.65%, which is passed through the City's solid waste hauler.

Resolution No. 2024-109 also authorized the City Clerk to give additional notice of the proposed increase and Public Hearing as required by law. Written notice of the proposed rates and public hearing was provided by Recology Auburn Placer to its customers as required by law (Attachment 4). Written protest and comment letters received prior to the posting of the agenda are included in Attachment 3. To date, two protests have been received.

Recology Auburn Placer continues to perform their obligations as outlined in the Franchise Agreement. They are responsive to citizen concerns and requests from the City. Beyond the normal weekly service, Rocklin residents also receive green waste pickup, street sweeping, curbside e-waste recycling, spring cleanup, cardboard recycling and dead (large) animal pickup. The current and proposed collection rates for common items are reflected in Attachment 5.

Staff recommends as follows:

1. Open the public hearing and receive any further protests and comments.
2. Close the public hearing and have the City Clerk tally the protests and consider the results.
3. If there is a majority protest (50% plus 1 of all customers), no further action will be taken.
4. If there is not a majority protest, then Staff recommends that City Council approve the attached resolution to adopt the solid waste fees as proposed.

Fiscal Impact:

The COLA Adjustment and the Landfill Increase Pass Through total is 4.75%, the impact to the average residential end user approximately 2.01%.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Rates
3. Protest Letters
4. Public Hearing Notice
5. Common Collection Rate

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AMENDING SOLID WASTE COLLECTION SERVICE RATES WITHIN THE INCORPORATED
LIMITS OF THE CITY OF ROCKLIN AND RESCINDING RESOLUTION NO. 2023-110

WHEREAS, the City of Rocklin has entered into a franchise agreement with Recology Auburn Placer to provide solid waste collection services within the City of Rocklin; and

WHEREAS, pursuant to the franchise agreement, Recology Auburn Placer has requested a Cost of Living Rate Adjustment to the solid waste collection service rates charged to its customers within the City of Rocklin, and has demonstrated the rate adjustment reasonably relates to the cost of providing the services; and

WHEREAS, on May 14, 2024, the City Council approved Resolution 2024-109, a Resolution of Intent to Amend the Solid Waste Collection Services Rates and setting a public hearing for June 25, 2024; and

WHEREAS, the duly noticed public hearing for the proposed solid waste collection service rates was held before the City Council on Jun 25, 2024; and

WHEREAS, at the conclusion of the public hearing, the City Clerk tabulated the number of written protests received and reported that there was not a majority protest of the proposed solid waste collection service rates by owners or authorized representative of the identified and affected properties; and

WHEREAS, after the public testimony and staff's report and recommendations, the City Council has determined that the solid waste collection service rates are appropriate, lawful and fair, and should be adopted.

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

Section 1. Findings. The above recitals are true and correct, and incorporated herein by reference.

Section 2. Adoption of solid waste collection service rates. The updated solid waste collection service rates set forth in Exhibit "A" attached hereto, are hereby approved and adopted, to be effective July 1, 2024.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta, City Clerk

EXHIBIT A

Recology Auburn Placer

CITY of ROCKLIN

Rate Components

For Rate Year July 1, 2024 through June 30, 2025

Annual Increase - Rate Year 2023-2024	
Cost of Living Increase	0.400%
Other - Carry forward from 2022 - 2023	1.700%
Other	0.000%
TOTAL INCREASE (Cap at 4%)	**2.100%**

* * Old Landfill Rate (See Note 1)	$ 103.75
*** * New Landfill Rate (See Note 1)**	**$ 106.50**
Landfill Increase	$2.75
% Increase	2.65%
Street Sweeping	0.00%

*** * Note 1** Landfill Rates Applicable to Debris Boxes and C&D:

CURRENT-EFFECTIVE JULY 1, 2023
RESIDENTIAL RATES

		BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
**	1 - 32-Gallon Can	$ 8.24	$ 7.87	$ 1.79	$ 17.90
	Toter Only	$ 14.21	$ 15.74	$ 3.33	$ 33.28
	Unlimited Toters	19.45	$ 20.23	4.41	44.09
	Senior Citizen				
**	1 - 32-Gallon Can	$ 4.02	$ 7.87	$ 1.32	$ 13.21
	Toter Only	$ 9.29	$ 15.74	2.78	27.81
	Unlimited Toter	10.24	$ 20.23	3.39	33.86
	Extra Charge				
	Bag	$ 2.50	$ 0.93	$ 0.38	$ 3.81
	Can	3.20	1.82	0.56	5.58
	Toter	7.46	3.63	1.23	12.32
	Extra Toter Rental (Unlimited Svc.)	3.53		0.39	3.92
	Backyard Gate Fee	1.56		0.17	1.73

PROPOSED - EFFECTIVE JULY 1, 2024
RESIDENTIAL RATES

		BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
**	**1 - 32-Gallon Can**	$ 8.41	$ 8.08	$ 1.83	**$ 18.32**
	Toter Only	$ 14.51	$ 16.15	$ 3.41	**$ 34.07**
	Unlimited Toters	19.86	20.77	4.51	**45.14**
	Senior Citizen				
**	**1 - 32-Gallon Can**	$ 4.10	$ 8.08	$ 1.35	**$ 13.53**
	Toter Only	$ 9.49	16.15	$ 2.85	**$ 28.49**
	Unlimited Toter	10.46	20.77	3.47	**34.70**
	Extra Charge				
	Bag	$ 2.55	$ 0.96	$ 0.39	**$ 3.90**
	Can	3.27	1.86	0.57	**5.70**
	Toter	7.62	3.73	1.26	**12.61**
	Extra Toter Rental (Unlimited Svc.)	3.60		0.40	**4.00**
	Backyard Gate Fee	1.59		0.18	**1.77**

** **Existing Customers only. Service is not available to new customers.**

CURRENT-EFFECTIVE JULY 1, 2023

COMMERCIAL RATES

SIZE		Frequency (Pickups per Week) 1	2	3	4	5	6
1	Cu Yd	$ 71.64	$ 118.60	$ 165.34	$ 212.62	$ 259.92	$ 324.88
	Disposal	33.72	67.44	101.16	134.88	168.59	202.31
		$ 105.36	$ 186.04	$ 266.50	$ 347.50	$ 428.51	$ 527.19
	Fran Fee	11.71	20.67	29.61	38.61	47.61	58.58
	TOTAL	$ 117.07	$ 206.71	$ 296.11	$ 386.11	$ 476.12	$ 585.77
2	Cu Yd	$ 118.41	$ 212.88	$ 307.11	$ 401.55	$ 495.73	$ 619.68
	Disposal	67.44	134.88	202.31	269.75	337.19	404.63
		$ 185.85	$ 347.76	$ 509.42	$ 671.30	$ 832.92	$ 1,024.31
	Fran Fee	20.65	38.64	56.60	74.59	92.55	113.81
	TOTAL	$ 206.50	$ 386.40	$ 566.02	$ 745.89	$ 925.47	$ 1,138.12
3	Cu Yd	$ 165.52	$ 306.99	$ 448.44	$ 589.83	$ 731.21	$ 914.02
	Disposal	101.16	202.31	303.47	404.63	505.78	606.94
		$ 266.68	$ 509.30	$ 751.91	$ 994.46	$ 1,236.99	$ 1,520.96
	Fran Fee	29.63	56.59	83.55	110.50	137.44	169.00
	TOTAL	$ 296.31	$ 565.89	$ 835.46	$ 1,104.96	$ 1,374.43	$ 1,689.96
4	Cu Yd	$ 212.62	$ 401.28	$ 589.72	$ 778.02	$ 966.66	$ 1,208.34
	Disposal	134.88	269.75	404.63	539.50	674.38	809.25
		$ 347.50	$ 671.03	$ 994.35	$ 1,317.52	$ 1,641.04	$ 2,017.59
	Fran Fee	38.61	74.56	110.48	146.39	182.34	224.18
	TOTAL	$ 386.11	$ 745.59	$ 1,104.83	$ 1,463.91	$ 1,823.38	$ 2,241.77
5	Cu Yd	$ 259.92	$ 437.27	$ 614.65	$ 791.82	$ 969.46	$ 1,211.84
	Disposal	168.59	337.19	505.78	674.38	842.97	1,011.56
		$ 428.51	$ 774.46	$ 1,120.43	$ 1,466.20	$ 1,812.43	$ 2,223.40
	Fran Fee	47.61	86.05	124.49	162.91	201.38	247.04
	TOTAL	$ 476.12	$ 860.51	$ 1,244.92	$ 1,629.11	$ 2,013.81	$ 2,470.44
6	Cu Yd	$ 294.69	$ 500.24	$ 756.01	$ 911.01	$ 1,164.65	$ 1,455.82
	Disposal	202.31	404.63	606.94	809.25	1,011.56	1,213.88
		$ 497.00	$ 904.87	$ 1,362.95	$ 1,720.26	$ 2,176.21	$ 2,669.70
	Fran Fee	55.22	100.54	151.44	191.14	241.80	296.63
	TOTAL	$ 552.22	$ 1,005.41	$ 1,514.39	$ 1,911.40	$ 2,418.01	$ 2,966.33
7	Cu Yd	$ 329.54	$ 563.24	$ 897.42	$ 1,030.16	$ 1,359.84	$ 1,699.78
	Disposal	236.03	472.06	708.09	944.13	1,180.16	1,416.19
		$ 565.57	$ 1,035.30	$ 1,605.51	$ 1,974.29	$ 2,540.00	$ 3,115.97
	Fran Fee	62.84	115.03	178.39	219.37	282.22	346.22
	TOTAL	$ 628.41	$ 1,150.33	$ 1,783.90	$ 2,193.66	$ 2,822.22	$ 3,462.19

PROPOSED - EFFECTIVE JULY 1, 2024

COMMERCIAL RATES

SIZE		Frequency (Pickups per Week) 1	2	3	4	5	6
1	**Cu Yd**	$ 73.14	$ 121.09	$ 168.81	$ 217.09	$ 265.38	$ 331.70
	Disposal	34.61	69.23	103.84	138.45	173.06	207.68
		$ 107.75	$ 190.32	$ 272.65	$ 355.54	$ 438.44	$ 539.38
	Fran Fee	11.97	21.15	30.29	39.50	48.72	59.93
	TOTAL	**$ 119.72**	**$ 211.47**	**$ 302.94**	**$ 395.04**	**$ 487.16**	**$ 599.31**
2	**Cu Yd**	$ 120.90	$ 217.35	$ 313.56	$ 409.98	$ 506.14	$ 632.69
	Disposal	69.23	138.45	207.68	276.90	346.13	415.35
		$ 190.13	$ 355.80	$ 521.24	$ 686.88	$ 852.27	$ 1,048.04
	Fran Fee	21.13	39.53	57.92	76.32	94.70	116.45
	TOTAL	**$ 211.26**	**$ 395.33**	**$ 579.16**	**$ 763.20**	**$ 946.97**	**$ 1,164.49**
3	**Cu Yd**	$ 169.00	$ 313.44	$ 457.86	$ 602.22	$ 746.57	$ 933.21
	Disposal	103.84	207.68	311.51	415.35	519.19	623.03
		$ 272.84	$ 521.12	$ 769.37	$ 1,017.57	$ 1,265.76	$ 1,556.24
	Fran Fee	30.32	57.90	85.49	113.06	140.64	172.92
	TOTAL	**$ 303.16**	**$ 579.02**	**$ 854.86**	**$ 1,130.63**	**$ 1,406.40**	**$ 1,729.16**
4	**Cu Yd**	$ 217.09	$ 409.71	$ 602.10	$ 794.36	$ 986.96	$ 1,233.72
	Disposal	138.45	276.90	415.35	553.80	692.25	830.70
		$ 355.54	$ 686.61	$ 1,017.45	$ 1,348.16	$ 1,679.21	$ 2,064.42
	Fran Fee	39.50	76.29	113.05	149.80	186.58	229.38
	TOTAL	**$ 395.04**	**$ 762.90**	**$ 1,130.50**	**$ 1,497.96**	**$ 1,865.79**	**$ 2,293.80**
5	**Cu Yd**	$ 265.38	$ 446.45	$ 627.56	$ 808.45	$ 989.82	$ 1,237.29
	Disposal	173.06	346.13	519.19	692.25	865.31	1,038.38
		$ 438.44	$ 792.58	$ 1,146.75	$ 1,500.70	$ 1,855.13	$ 2,275.67
	Fran Fee	48.72	88.06	127.42	166.74	206.13	252.85
	TOTAL	**$ 487.16**	**$ 880.64**	**$ 1,274.17**	**$ 1,667.44**	**$ 2,061.26**	**$ 2,528.52**
6	**Cu Yd**	$ 300.88	$ 510.75	$ 771.89	$ 930.14	$ 1,189.11	$ 1,486.39
	Disposal	207.68	415.35	623.03	830.70	1,038.38	1,246.05
		$ 508.56	$ 926.10	$ 1,394.92	$ 1,760.84	$ 2,227.49	$ 2,732.44
	Fran Fee	56.51	102.90	154.99	195.65	247.50	303.60
	TOTAL	**$ 565.07**	**$ 1,029.00**	**$ 1,549.91**	**$ 1,956.49**	**$ 2,474.99**	**$ 3,036.04**
7	**Cu Yd**	$ 336.46	$ 575.07	$ 916.27	$ 1,051.79	$ 1,388.40	$ 1,735.48
	Disposal	242.29	484.58	726.86	969.15	1,211.44	1,453.73
		$ 578.75	$ 1,059.65	$ 1,643.13	$ 2,020.94	$ 2,599.84	$ 3,189.21
	Fran Fee	64.31	117.74	182.57	224.55	288.87	354.36
	TOTAL	**$ 643.06**	**$ 1,177.39**	**$ 1,825.70**	**$ 2,245.49**	**$ 2,888.71**	**$ 3,543.57**

CURRENT-EFFECTIVE JULY 1, 2023
COMMERCIAL RATES
COMMERCIAL CAN

		Frequency (Pickups per Week)				
		1	2	3	4	5
1	Can	$ 12.02	$ 24.44	$ 36.69	$ 48.97	$ 61.19
	Disposal	7.87	15.74	23.60	31.47	39.34
		$ 19.89	$ 40.18	$ 60.29	$ 80.44	$ 100.53
	Fran Fee	2.21	4.46	6.70	8.94	11.17
	TOTAL	$ 22.10	$ 44.64	$ 66.99	$ 89.38	$ 111.70
2	Cans	$ 14.04	$ 28.23	$ 42.48	$ 56.70	$ 70.80
	Disposal	15.74	31.47	47.21	62.94	78.68
		$ 29.78	$ 59.70	$ 89.69	$ 119.64	$ 149.48
	Fran Fee	3.31	6.63	9.97	13.29	16.61
	TOTAL	$ 33.09	$ 66.33	$ 99.66	$ 132.93	$ 166.09
3	Cans	$ 15.87	$ 32.18	$ 48.12	$ 64.28	$ 80.38
	Disposal	23.60	47.21	70.81	94.41	118.02
		$ 39.47	$ 79.39	$ 118.93	$ 158.69	$ 198.40
	Fran Fee	4.39	8.82	13.21	17.63	22.04
	TOTAL	$ 43.86	$ 88.21	$ 132.14	$ 176.32	$ 220.44
4	Cans	$ 17.66	$ 34.80	$ 79.97	$ 71.33	$ 89.26
	Disposal	31.47	62.94	94.41	125.88	157.35
		$ 49.13	$ 97.74	$ 174.38	$ 197.21	$ 246.61
	Fran Fee	5.46	10.86	19.38	21.91	27.40
	TOTAL	$ 54.59	$ 108.60	$ 193.76	$ 219.12	$ 274.01
5	Cans	$ 19.55	$ 39.60	$ 59.74	$ 79.68	$ 99.69
	Disposal	39.34	78.68	118.02	157.35	196.69
		$ 58.89	$ 118.28	$ 177.76	$ 237.03	$ 296.38
	Fran Fee	6.54	13.14	19.75	26.34	32.93
	TOTAL	$ 65.43	$ 131.42	$ 197.51	$ 263.37	$ 329.31
6	Cans	$ 21.42	$ 43.42	$ 65.49	$ 87.54	$ 109.30
	Disposal	47.21	94.41	141.62	188.83	236.03
		$ 68.63	$ 137.83	$ 207.11	$ 276.37	$ 345.33
	Fran Fee	7.63	15.31	23.01	30.71	38.37
	TOTAL	$ 76.26	$ 153.14	$ 230.12	$ 307.08	$ 383.70

PROPOSED - EFFECTIVE JULY 1, 2024
COMMERCIAL RATES
COMMERCIAL CAN

		Frequency (Pickups per Week)				
		1	2	3	4	5
1	**Can**	$ 12.27	$ 24.95	$ 37.46	$ 50.00	$ 62.47
	Disposal	8.08	16.15	24.23	32.31	40.38
		$ 20.35	$ 41.10	$ 61.69	$ 82.31	$ 102.85
	Fran Fee	2.26	4.57	6.85	9.15	11.43
	TOTAL	**$ 22.61**	**$ 45.67**	**$ 68.54**	**$ 91.46**	**$ 114.28**
2	**Cans**	$ 14.33	$ 28.82	$ 43.37	$ 57.89	$ 72.29
	Disposal	16.15	32.31	48.46	64.61	80.76
		$ 30.48	$ 61.13	$ 91.83	$ 122.50	$ 153.05
	Fran Fee	3.39	6.79	10.20	13.61	17.01
	TOTAL	**$ 33.87**	**$ 67.92**	**$ 102.03**	**$ 136.11**	**$ 170.06**
3	**Cans**	$ 16.20	$ 32.86	$ 49.13	$ 65.63	$ 82.07
	Disposal	24.23	48.46	72.69	96.92	121.14
		$ 40.43	$ 81.32	$ 121.82	$ 162.55	$ 203.21
	Fran Fee	4.49	9.04	13.54	18.06	22.58
	TOTAL	**$ 44.92**	**$ 90.36**	**$ 135.36**	**$ 180.61**	**$ 225.79**
4	**Cans**	$ 18.03	$ 35.53	$ 81.65	$ 72.83	$ 91.13
	Disposal	32.31	64.61	96.92	129.22	161.53
		$ 50.34	$ 100.14	$ 178.57	$ 202.05	$ 252.66
	Fran Fee	5.59	11.13	19.84	22.45	28.07
	TOTAL	**$ 55.93**	**$ 111.27**	**$ 198.41**	**$ 224.50**	**$ 280.73**
5	**Cans**	$ 19.96	$ 40.43	$ 60.99	$ 81.35	$ 101.78
	Disposal	40.38	80.76	121.14	161.53	201.91
		$ 60.34	$ 121.19	$ 182.13	$ 242.88	$ 303.69
	Fran Fee	6.70	13.47	20.24	26.99	33.74
	TOTAL	**$ 67.04**	**$ 134.66**	**$ 202.37**	**$ 269.87**	**$ 337.43**
6	**Cans**	$ 21.87	$ 44.33	$ 66.87	$ 89.38	$ 111.60
	Disposal	48.46	96.92	145.37	193.83	242.29
		$ 70.33	$ 141.25	$ 212.24	$ 283.21	$ 353.89
	Fran Fee	7.81	15.69	23.58	31.47	39.32
	TOTAL	**$ 78.14**	**$ 156.94**	**$ 235.82**	**$ 314.68**	**$ 393.21**

CURRENT-EFFECTIVE JULY 1, 2023
COMMERCIAL RATES
COMMERCIAL TOTERS

		Frequency (Pickups per Week)		
		1	2	3
1	Toter	$ 25.00	$ 50.00	$ 75.00
	Disposal	15.74	31.47	47.21
		$ 40.74	$ 81.47	$ 122.21
	Fran Fee	4.53	9.05	13.58
	TOTAL	$ 45.27	$ 90.52	$ 135.79
2	Toters	$ 43.53	$ 87.08	$ 130.60
	Disposal	31.47	62.94	94.41
		$ 75.00	$ 150.02	$ 225.01
	Fran Fee	8.33	16.67	25.00
	TOTAL	$ 83.33	$ 166.69	$ 250.01
3	Toters	$ 62.08	$ 124.16	$ 186.25
	Disposal	47.21	94.41	141.62
		$ 109.29	$ 218.57	$ 327.87
	Fran Fee	12.14	24.29	36.43
	TOTAL	$ 121.43	$ 242.86	$ 364.30
4	Toters	$ 80.61	$ 161.22	$ 241.84
	Disposal	62.94	125.88	188.83
		$ 143.55	$ 287.10	$ 430.67
	Fran Fee	15.95	31.90	47.85
	TOTAL	$ 159.50	$ 319.00	$ 478.52
5	Toters	$ 99.14	$ 198.24	$ 297.41
	Disposal	78.68	157.35	236.03
		$ 177.82	$ 355.59	$ 533.44
	Fran Fee	19.76	39.51	59.27
	TOTAL	$ 197.58	$ 395.10	$ 592.71

CITY OF ROCKLIN

PROPOSED - EFFECTIVE JULY 1, 2024
COMMERCIAL RATES
COMMERCIAL TOTERS

		Frequency (Pickups per Week)		
		1	2	3
1	**Toter**	$ 25.53	$ 51.05	$ 76.58
	Disposal	16.15	32.31	48.46
		$ 41.68	$ 83.36	$ 125.04
	Fran Fee	4.63	9.26	13.89
	TOTAL	**$ 46.31**	**$ 92.62**	**$ 138.93**
2	**Toters**	$ 44.44	$ 88.91	$ 133.34
	Disposal	32.31	64.61	96.92
		$ 76.75	$ 153.52	$ 230.26
	Fran Fee	8.53	17.06	25.58
	TOTAL	**$ 85.28**	**$ 170.58**	**$ 255.84**
3	**Toters**	$ 63.38	$ 126.77	$ 190.16
	Disposal	48.46	96.92	145.37
		$ 111.84	$ 223.69	$ 335.53
	Fran Fee	12.43	24.85	37.28
	TOTAL	**$ 124.27**	**$ 248.54**	**$ 372.81**
4	**Toters**	$ 82.30	$ 164.61	$ 246.92
	Disposal	64.61	129.22	193.83
		$ 146.91	$ 293.83	$ 440.75
	Fran Fee	16.32	32.65	48.97
	TOTAL	**$ 163.23**	**$ 326.48**	**$ 489.72**
5	**Toters**	$ 101.22	$ 202.40	$ 303.66
	Disposal	80.76	161.53	242.29
		$ 181.98	$ 363.93	$ 545.95
	Fran Fee	20.22	40.44	60.66
	TOTAL	**$ 202.20**	**$ 404.37**	**$ 606.61**

CURRENT-EFFECTIVE JULY 1, 2023
COMMERCIAL RATES

	BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
EXTRA EMPTIES				
1 Cu Yd	$ 17.49	$ 7.78	$ 2.81	$ 28.08
2 Cu Yd	28.96	15.56	4.95	49.47
3 Cu Yd	40.38	23.34	7.08	70.80
4 Cu Yd	51.93	31.13	9.23	92.29
5 Cu Yd	63.50	38.91	11.38	113.79
6 Cu Yd	78.38	46.69	13.90	138.97
7 Cu Yd	93.28	54.47	16.42	164.17
BIN RENTAL				
1 Cu Yd	$ 18.96		$ 2.11	$ 21.07
2 Cu Yd	23.55		2.62	26.17
3 Cu Yd	28.33		3.15	31.48
4 Cu Yd	33.01		3.67	36.68
5 Cu Yd	37.69		4.19	41.88
6 Cu Yd	42.49		4.72	47.21
7 Cu Yd	47.26		5.25	52.51

PROPOSED - EFFECTIVE JULY 1, 2024
COMMERCIAL RATES

	BASE RATE	DISPOSAL	FRANCHISE FEE	**TOTAL**
EXTRA EMPTIES				
1 Cu Yd	$ 17.86	$ 7.99	$ 2.87	**$ 28.72**
2 Cu Yd	29.57	15.98	5.06	**50.61**
3 Cu Yd	41.23	23.96	7.24	**72.43**
4 Cu Yd	53.02	31.95	9.44	**94.41**
5 Cu Yd	64.83	39.94	11.64	**116.41**
6 Cu Yd	80.03	47.93	14.22	**142.18**
7 Cu Yd	95.24	55.91	16.79	**167.94**
BIN RENTAL				
1 Cu Yd	$ 19.36		$ 2.15	**$ 21.51**
2 Cu Yd	24.04		2.67	**26.71**
3 Cu Yd	28.92		3.21	**32.13**
4 Cu Yd	33.70		3.74	**37.44**
5 Cu Yd	38.48		4.28	**42.76**
6 Cu Yd	43.38		4.82	**48.20**
7 Cu Yd	48.25		5.36	**53.61**

CURRENT-EFFECTIVE JULY 1, 2023
COMMERCIAL RATES
DEBRIS BOXES

	BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
15 Cu Yd	$ 202.95	$ 211.65	$ 46.07	$ 460.67
20 Cu Yd	221.77	282.20	56.00	559.97
30 Cu Yd	189.31	423.30	68.07	680.68
33 Cu Yd	174.73	465.63	71.15	711.51
40 Cu Yd	145.39	564.40	78.87	788.66
50 Cu Yd	207.41	705.50	101.43	1,014.34
Temporary Bins				
5 Cu Yd	$ 104.00	$ 38.91	$ 15.88	$ 158.79
6 Cu Yd	117.87	46.69	18.28	182.84
7 Cu Yd	131.83	54.47	20.70	207.00

PROPOSED - EFFECTIVE JULY 1, 2024
COMMERCIAL RATES
DEBRIS BOXES

	BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
15 Cu Yd	$ 207.21	$ 217.26	$ 47.16	**$ 471.63**
20 Cu Yd	226.43	289.68	57.35	**573.46**
30 Cu Yd	193.29	434.52	69.76	**697.57**
33 Cu Yd	178.40	477.97	72.93	**729.30**
40 Cu Yd	148.44	579.36	80.87	**808.67**
50 Cu Yd	211.77	724.20	104.00	**1,039.97**
Temporary Bins				
5 Cu Yd	$ 106.18	$ 39.94	$ 16.24	**$ 162.36**
6 Cu Yd	120.35	47.93	18.70	**186.98**
7 Cu Yd	134.60	55.91	21.17	**211.68**

CURRENT-EFFECTIVE JULY 1, 2023
COMMERCIAL RATES
C & D BINS

	BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
C & D BINS				
5 Cu Yd	$ 91.50	$ 38.91	$ 14.49	$ 144.90
6 Cu Yd	103.75	46.69	16.72	167.16
7 Cu Yd	131.83	54.47	20.70	207.00

PROPOSED - EFFECTIVE JULY 1, 2024
COMMERCIAL RATES
C & D BINS

		BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
C & D BINS					
5 Cu Yd		$ 93.42	$ 39.94	14.82	**$ 148.18**
6 Cu Yd		105.93	47.93	17.10	**170.96**
7 Cu Yd	Subject to Note	134.60	55.91	21.17	**211.68**

NOTE: Rate subject to a minimum of three (3) containers per service

Recology Auburn Placer

City of Rocklin

Cost of Living Increase

For Rate Year July 1, 2024 through June 30, 2025

City of Rocklin Format

C:\Users\ACorneliuz\Documents\

BASIC FORMULA

COLA = 0.1 Fixed Cost + .45 x (ECI_{v1} / ECI_{v0}) + .45 x (PPI_{v1} / PPI_{v0})

Rounding: To 3 decimal places per basic agreement	0.0010

CALCULATION:

Fixed / Non-escalating Costs

No index used

Factor (per cent of total cost) 0.10

Index None

Index None

Labor Cost

Employment Cost Index - Wages & Salaries, Private Industry, Manufacturing; production, transportation and material moving (Series ID: CIU2023000500000I)

Factor (percent of total cost) 0.45

Index:	4th Quarter 2023	163.40
Base Index:	4th Quarter 2022	157.00
Change in Index:		6.40
		4.10%

Goods & Services

Producer Price Index for All Commodities (WPU00000000)

Factor (percent of total cost) 0.45

Index:	December 2023	249.89
Base Index:	December 2022	258.01
Change in Index:		(8.12)
		-3.10%

Calculation 1 = **1.0040**

NET RATE CHANGE (percent) **0.40%**

Wed: May 15th 2024

To: the City Clerk of Rocklin
3970 Rocklin Rd.
Rocklin, CA-

From: Kathryn Fabela
4340 Midas Ave.
Rocklin, CA. 95677

filing my written protest VOTE!

parcel served 4340 Midas Ave. Rocklin, CA.
(assessors parcel number-(Address) 95677

This is a protest to the
2.1% cost of living raise increase
and the
2.65% disposal expense increase.

I can not pay an increase at this time- I Vote (NO)!

No: to Recology
Auburn Placer Waste
NO on increase on bill payments.

June 11, 2024

City of Rocklin

Office of the City Clerk

3970 Rocklin Road

Rocklin, CA 95677

To Whom May It Concern:

I am writing to protest the proposed garbage collection service rate increase by Recology Auburn Placer. While this protest does nothing because the city council will approve it, I am hoping that residents of Rocklin will also chime in on this proposed increase during the public hearing.

Sincerely,

Sean Chan

1552 Rochester Way

Rocklin, CA 95765

APN: 378-060-050-000

NOTICE OF PUBLIC HEARING ON PROPOSED FEE INCREASES

The City Council of the City of Rocklin will hold a public hearing on Tuesday, June 25, 2024, at the Rocklin Administration 2nd Floor Council Chambers, 3970 Rocklin Road, Rocklin, beginning at 6:00 p.m. to consider a garbage collection service rate increase as proposed by **Recology Auburn Placer**, the City of Rocklin's franchised solid waste hauler. The proposed rate changes reflect a 2.1% cost of living expense increase and a 2.65% disposal expense increase resulting in an average increase to the customer for the monthly garbage rate of 2.01%. A rate increase comparison report will be available at the office of the City Clerk, 3970 Rocklin Road, and on the City website at *www.rocklin.ca.us*.

If approved, the new rates become effective on July 1, 2024.

Owners of property and customers served by **Recology Auburn Placer** may protest the proposed increase in fees by addressing the City Council at the public hearing or by filing a written protest with the City Clerk at the address to the left. The written protest must identify the parcel served by address or APN (assessor's parcel number) and be actually received (not postmarked) by the City Clerk, before or during the public hearing. Only one protest per parcel shall be counted for purposes of establishing a majority protest to the proposed fee increase. For further information contact the Office of the City Clerk at (916) 625-5560 or **Recology Auburn Placer** at (530) 885-3735 during regular business hours.

City of ROCKLIN CALIFORNIA

Recology Auburn Placer
WASTE ZERO

The Rocklin City Council will hold a public hearing on proposed fee increases for **Recology Auburn Placer** customers. The rate increase changes for selected residential services are as follows:

	Jul 2023 Rate	Jul 2024 Rate	$Change	%Change
Unlimited Toter	$44.09	$45.14	$1.05	2%
Toter Only	$33.29	$34.07	$.79	2%

The rate increase for selected commercial services are as follows (collected 1 time per week):

	2023 Rate	2024 Rate	$Change	%Change
1x1 Cubic Yard	$117.07	$119.72	$2.65	2%
1x4 Cubic Yard	$386.11	$395.04	$8.93	2%
1x20 Cubic Yard	$559.97	$573.46	$13.49	2%

See the other side of this postcard for more information and details of the public meeting.

Proudly Employee Owned!

Recology
Auburn Placer
WASTE ZERO

12305 Shale Ridge Road
Auburn, CA 95604
530-885-3735
recology.com

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COMMON COLLECTION RATES

	Container	Base Rate (Monthly)	Disposal	Franchise Fee	Total	+ or -
Current Rate	1 - 32 Gallon Can	8.24	7.87	1.79	17.90	
Proposed Rate*		8.41	8.08	1.83	18.32	+.42
Current Rate	Toter Total	14.21	15.74	3.33	33.28	
Proposed Rate*		14.51	16.15	3.41	34.07	+.79
Current Rate	Unlimited Toter	19.45	20.23	4.41	44.09	
Proposed Rate*		19.86	20.77	4.51	45.14	+1.05
Current Rate	Sr. Unlimited Toter	10.24	20.23	3.39	33.86	
Proposed Rate*		10.46	20.77	3.47	34.70	+.84
Current Rate	1 Yd - 1 x Week	71.64	33.72	11.71	117.07	
Proposed Rate*		73.14	34.61	11.97	119.72	+2.65
Current Rate	1 Yd - 4 x Week	212.62	134.88	38.61	386.11	
Proposed Rate*		217.09	138.45	39.50	395.04	+8.93
Current Rate	4 Yd - 1 x Week	212.62	134.88	38.61	386.11	
Proposed Rate*		217.09	138.45	39.50	395.04	+8.93

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Special Assessments for Delinquent Refuse Collection Fees

Date: June 25, 2024

Submitted By: Angela Doyle, Senior Accountant

Department: Administrative Services - Finance

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

A. Adopt a Resolution of the City Council of the City of Rocklin Imposing Special Assessments Against Certain Parcels for Delinquent Refuse Collection Fees.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments on the 2024/25 Tax Roll (Delinquent Refuse Collection Fees).

Background:
Effective April 1, 2009, the City entered into a Franchise Agreement with Recology Auburn Placer, the refuse collection services contractor. This agreement specifies that the City shall assist with the collection of refuse collection fees bills for services provided to customers on accounts that are more than 180 days delinquent. The City has the right under California Government Code sections 25831 and 38790.1, and Rocklin Municipal Code 13.08, to impose a special assessment on the property through the County property tax roll.

On May 28, 2024, the City Council accepted a report regarding delinquent refuse collection charges and adopted Resolution No. 2024-123, which set the public hearing for June 25, 2024, to hear objections to the imposition of special assessments for delinquent refuse collection charges. Notice of the public hearing was sent to all owners of record, was posted on the City's website, and was published in the Placer Herald on June 14, 2024.

The first resolution (Attachment 1) would authorize imposition of special assessments against specific properties with delinquent refuse collection charges in excess of 180 days. The second resolution (Attachment 2) is required by Placer County for all direct charges the County collected on the City's behalf. It serves to indemnify the County for any errors in those tax rolls submitted by the City.

Fiscal Impact:
The City applies a 15% administrative charge to each parcel that requires the processing of a property tax lien. This will result in fees received in the amount of $12,586.36 to the General Fund.

ATTACHMENTS:

1. Resolution Refuse Assessments
2. Resolution Refuse Collection

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
IMPOSING SPECIAL ASSESSMENTS AGAINST CERTAIN PARCELS FOR
DELINQUENT REFUSE COLLECTION FEES

WHEREAS, pursuant to California Government Code sections 25831 and 38790.1 and Rocklin Municipal Code Chapter 13.08, on May 28, 2024, the Council accepted a report on delinquent refuse collection fees and set June 25, 2024 as the date on which a public hearing would be held to consider the imposition of special assessments on those properties with delinquent refuse collection fees (Resolution No. 2024-123); and

WHEREAS, notice of such public hearing was duly sent to all owners of record of affected properties as required by law; and

WHEREAS, on June 25, 2024, a public hearing was held and any objections to the imposition of special assessments on parcels for delinquent refuse collection fees were heard and considered.

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

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

Section 2. The charges for delinquent refuse collection fees set forth in Exhibit "A," attached hereto and incorporated herein by reference, are those charges incurred for refuse collection plus City and County lien processing fees, and are confirmed.

Section 3. As provided in California Government Code section 25831, the delinquent fees set forth in the report, Exhibit "A," shall constitute special assessments against the respective parcels of land and are a special assessment on the property.

Section 4. The City Clerk shall file a certified copy of this Resolution in the office of the Placer County Auditor-Controller, and record a copy of this Resolution in the office of the Placer County-Clerk Recorder.

Section 5. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those fees attached hereto.

PASSED AND ADOPTED this 25th, day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A
Delinquent Refuse Charges

APN	AMOUNT PAST DUE	CITY ADMIN FEE	COUNTY COLLECTION FEE	TOTAL ASSESSMENT AMOUNT
367-320-003-000	$321.01	48.15	3.69	372.85
367-320-024-000	$209.92	31.49	2.41	243.82
378-120-008-000	$231.65	34.75	2.66	269.06
369-150-009-000	$258.20	38.73	2.97	299.90
369-140-036-000	$254.39	38.16	2.93	295.48
010-420-039-000	$270.87	40.63	3.12	314.62
365-130-011-000	$254.47	38.17	2.93	295.57
046-202-005-000	$306.41	45.96	3.52	355.89
367-320-015-000	$314.40	47.16	3.62	365.18
365-030-016-000	$293.27	43.99	3.37	340.63
016-270-036-000	$241.01	36.15	2.77	279.93
016-240-013-000	$293.34	44.00	3.37	340.71
367-230-003-000	$300.65	45.10	3.46	349.21
365-150-002-000	$422.13	63.32	4.85	490.30
045-220-021-000	$313.08	46.96	3.60	363.64
016-382-011-000	$167.55	25.13	1.93	194.61
016-180-056-000	$267.49	40.12	3.08	310.69
046-163-004-000	$193.93	29.09	2.23	225.25
369-100-019-000	$343.90	51.59	3.95	399.44
367-230-001-000	$218.97	32.85	2.52	254.34
046-500-037-000	$493.12	73.97	5.67	572.76
373-150-012-000	$202.69	30.40	2.33	235.42
371-060-017-000	$150.00	22.50	1.73	174.23
369-020-002-000	$270.58	40.59	3.11	314.28
365-070-010-000	$207.92	31.19	2.39	241.50
400-080-022-000	$187.67	28.15	2.16	217.98
010-460-030-000	$508.44	76.27	5.85	590.56
045-141-072-000	$201.18	30.18	2.31	233.67
030-240-087-000	$290.22	43.53	3.34	337.09
046-172-002-000	$300.65	45.10	3.46	349.21
365-210-010-000	$406.66	61.00	4.68	472.34
016-290-010-000	$201.18	30.18	2.31	233.67
489-080-001-000	$204.14	30.62	2.35	237.11
377-040-058-000	$253.21	37.98	2.91	294.10
365-130-018-000	$208.65	31.30	2.40	242.35
369-060-058-000	$174.04	26.11	2.00	202.15

010-350-022-000	$190.75	28.61	2.19	221.55
046-262-008-000	$275.22	41.28	3.17	319.67
372-180-027-000	$303.53	45.53	3.49	352.55
378-040-031-000	$270.33	40.55	3.11	313.99
378-150-029-000	$160.64	24.10	1.85	186.59
370-050-005-000	$314.04	47.11	3.61	364.76
364-020-056-000	$211.33	31.70	2.43	245.46
046-010-004-000	$303.26	45.49	3.49	352.24
045-090-043-000	$250.54	37.58	2.88	291.00
373-110-008-000	$471.28	70.69	5.42	547.39
367-333-001-000	$219.70	32.96	2.53	255.19
016-520-012-000	$206.87	31.03	2.38	240.28
377-150-015-000	$213.03	31.95	2.45	247.43
366-110-049-000	$177.60	26.64	2.04	206.28
046-510-007-000	$300.65	45.10	3.46	349.21
373-040-008-000	$300.65	45.10	3.46	349.21
367-100-009-000	$203.76	30.56	2.34	236.66
373-020-010-000	$300.65	45.10	3.46	349.21
371-070-024-000	$292.35	43.85	3.36	339.56
016-060-001-000	$200.65	30.10	2.31	233.06
045-274-006-000	$201.18	30.18	2.31	233.67
030-250-052-000	$263.62	39.54	3.03	306.19
045-460-046-000	$215.04	32.26	2.47	249.77
489-090-029-000	$528.18	79.23	6.07	613.48
016-316-027-000	$203.02	30.45	2.33	235.80
453-090-003-000	$446.95	67.04	5.14	519.13
377-020-033-000	$201.18	30.18	2.31	233.67
365-230-032-000	$370.92	55.64	4.27	430.83
010-380-023-000	$202.77	30.42	2.33	235.52
367-140-027-000	$241.49	36.22	2.78	280.49
371-030-015-000	$300.65	45.10	3.46	349.21
373-040001-000	$208.00	31.20	2.39	241.59
370-100-029-000	$210.25	31.54	2.42	244.21
010-111-016-000	$208.89	31.33	2.40	242.62
369-070-068-000	$300.65	45.10	3.46	349.21
365-190-084-000	$286.70	43.01	3.30	333.01
010-072-006-000	$221.18	33.18	2.54	256.90
365-170-046-000	$208.34	31.25	2.40	241.99
371-060-040-000	$201.18	30.18	2.31	233.67
373-090-032-000	$212.69	31.90	2.45	247.04
489-010-039-000	$331.44	49.72	3.81	384.97

497-040-036-000	$201.18	30.18	2.31	233.67
377-160-017-000	$510.05	76.51	5.87	592.43
366-050-024-000	$298.56	44.78	3.43	346.77
489-360-002-000	$206.82	31.02	2.38	240.22
378-120-051-000	$294.81	44.22	3.39	342.42
010-460-035-000	$446.81	67.02	5.14	518.97
045-490-001-000	$307.99	46.20	3.54	357.73
016-320-006-000	$290.22	43.53	3.34	337.09
016-314-035-000	$434.13	65.12	4.99	504.24
016-040-011-000	$288.33	43.25	3.32	334.90
046-300-058-000	$201.18	30.18	2.31	233.67
045-490-026-000	$226.55	33.98	2.61	263.14
372-030-026-000	$250.67	37.60	2.88	291.15
045-430-039-000	$201.18	30.18	2.31	233.67
369-100-057-000	$201.18	30.18	2.31	233.67
373-100-015-000	$302.08	45.31	3.47	350.86
367-020-002-000	$327.61	49.14	3.77	380.52
365-040-005-000	$446.57	66.99	5.14	518.70
365-251-045-000	$263.19	39.48	3.03	305.70
016-170-035-000	$194.92	29.24	2.24	226.40
045-274-031-000	$303.53	45.53	3.49	352.55
045-440-050-000	$399.36	59.90	4.59	463.85
364-101-014-000	$200.80	30.12	2.31	233.23
453-050-029-000	$289.24	43.39	3.33	335.96
491-033-021-000	$270.56	40.58	3.11	314.25
365-240-007-000	$306.77	46.02	3.53	356.32
372-150-037-000	$300.65	45.10	3.46	349.21
045-540-005-000	$489.14	73.37	5.63	568.14
497-080-039-000	$303.53	45.53	3.49	352.55
370-060-062-000	$278.76	41.81	3.21	323.78
010-021-015-000	$204.04	30.61	2.35	237.00
489-170-012-000	$300.65	45.10	3.46	349.21
369-080-032-000	$279.19	41.88	3.21	324.28
377-030-010-000	$276.83	41.52	3.18	321.53
046-262-005-000	$204.38	30.66	2.35	237.39
374-320-024-000	$172.15	25.82	1.98	199.95
378-090-011-000	$508.02	76.20	5.84	590.06
368-240-027-000	$422.96	63.44	4.86	491.26
046-390-021-000	$204.02	30.60	2.35	236.97
369-020-016-000	$302.09	45.31	3.47	350.87
016-260-001-000	$307.28	46.09	3.53	356.90

010-112-024-000	$352.06	52.81	4.05	408.92
016-370-009-000	$291.92	43.79	3.36	339.07
364-102-029-000	$271.36	40.70	3.12	315.18
372-150-037-000	$201.18	30.18	2.31	233.67
010-243-009-000	$216.36	32.45	2.49	251.30
046-174-001-000	$150.65	22.60	1.73	174.98
016-290-009-000	$201.18	30.18	2.31	233.67
370-090-020-000	$270.32	40.55	3.11	313.98
016-382-006-000	$177.90	26.69	2.05	206.64
016-580-045-000	$306.60	45.99	3.53	356.12
045-190-006-000	$330.34	49.55	3.80	383.69
046-270-005-000	$206.01	30.90	2.37	239.28
374-020-026-000	$309.37	46.41	3.56	359.34
367-120-014-000	$400.34	60.05	4.60	464.99
497-080-013-000	$505.00	75.75	5.81	586.56
016-280-031-000	$319.77	47.97	3.68	371.42
378-060-034-000	$124.84	18.73	1.44	145.01
010-093-013-000	$604.83	90.72	6.96	702.51
046-270-016-000	$201.18	30.18	2.31	233.67
378-120-051-000	$152.21	22.83	1.75	176.79
365-130-004-000	$223.04	33.46	2.57	259.07
378-110-036-000	$300.65	45.10	3.46	349.21
010-022-005-000	$212.80	31.92	2.45	247.17
046-261-006-000	$201.18	30.18	2.31	233.67
046-261-006-000	$201.18	30.18	2.31	233.67
370-050-006-000	$306.41	45.96	3.52	355.89
016-316-013-000	$300.65	45.10	3.46	349.21
489-040-046-000	$224.53	33.68	2.58	260.79
366-070-010-000	$446.59	66.99	5.14	518.72
374-110-009-000	$300.65	45.10	3.46	349.21
370-010-009-000	$201.18	30.18	2.31	233.67
489-160-028-000	$303.53	45.53	3.49	352.55
369-040-039-000	$209.11	31.37	2.40	242.88
045-302-035-000	$302.52	45.38	3.48	351.38
046-530-014-000	$252.91	37.94	2.91	293.76
370-040-062-000	$201.18	30.18	2.31	233.67
045-560-011-000	$201.18	30.18	2.31	233.67
371-080-010-000	$328.90	49.34	3.78	382.02
489-390-019-000	$204.12	30.62	2.35	237.09
366-150-006-000	$169.24	25.39	1.95	196.58
367-220-048-000	$201.18	30.18	2.31	233.67

045-440-027-000	$539.35	80.90	6.20	626.45
370-100-028-000	$199.43	29.91	2.29	231.63
045-250-013-000	$286.88	43.03	3.30	333.21
045-440-039-000	$235.81	35.37	2.71	273.89
367-010-005-000	$490.02	73.50	5.64	569.16
045-274-016-000	$175.24	26.29	2.02	203.55
010-460-027-000	$201.18	30.18	2.31	233.67
373-020-021-000	$319.87	47.98	3.68	371.53
367-120-041-000	$337.16	50.57	3.88	391.61
369-050-046-000	$314.03	47.10	3.61	364.74
365-200-001-000	$234.53	35.18	2.70	272.41
368-270-015-000	$237.26	35.59	2.73	275.58
372-160-027-000	$300.65	45.10	3.46	349.21
377-170-037-000	$201.18	30.18	2.31	233.67
046-530-002-000	$300.65	45.10	3.46	349.21
364-040-013-000	$271.61	40.74	3.12	315.47
370-040-049-000	$303.63	45.54	3.49	352.66
045-190-006-000	$303.53	45.53	3.49	352.55
366-080-010-000	$308.27	46.24	3.55	358.06
046-264-003-000	$316.40	47.46	3.64	367.50
030-270-012-000	$290.22	43.53	3.34	337.09
045-101-007-000	$450.21	67.53	5.18	522.92
367-110-032-000	$201.18	30.18	2.31	233.67
016-060-021-000	$279.38	41.91	3.21	324.50
378-100-025-000	$169.21	25.38	1.95	196.54
370-060-052-000	$209.01	31.35	2.40	242.76
378-143-003-000	$294.92	44.24	3.39	342.55
010-340-009-000	$201.18	30.18	2.31	233.67
366-040-022-000	$274.10	41.12	3.15	318.37
010-144-019-000	$379.64	56.95	4.37	440.96
046-203-020-000	$239.39	35.91	2.75	278.05
045-303-028-000	$273.31	41.00	3.14	317.45
378-120-039-000	$282.03	42.30	3.24	327.57
045-310-033-000	$167.30	25.10	1.92	194.32
378-150-016-000	$324.96	48.74	3.74	377.44
373-150-078-000	$178.94	26.84	2.06	207.84
045-260-019-000	$250.71	37.61	2.88	291.20
489-040-043-000	$359.97	54.00	4.14	418.11
045-500-017-000	$300.65	45.10	3.46	349.21
365-210-056-000	$213.26	31.99	2.45	247.70
046-320-006-000	$230.05	34.51	2.65	267.21

030-250-037-000	$300.65	45.10	3.46	349.21
010-021-003-000	$198.90	29.84	2.29	231.03
010-122-004-000	$201.19	30.18	2.31	233.68
368-060-034-000	$201.18	30.18	2.31	233.67
016-150-003-000	$239.67	35.95	2.76	278.38
045-580-048-000	$231.32	34.70	2.66	268.68
366-050-035-000	$300.65	45.10	3.46	349.21
045-540-016-000	$201.18	30.18	2.31	233.67
045-560-012-000	$438.53	65.78	5.04	509.35
369-030-072-000	$229.84	34.48	2.64	266.96
378-050-050-000	$201.34	30.20	2.32	233.86
453-010-028-000	$434.13	65.12	4.99	504.24
367-333-002-000	$193.33	29.00	2.22	224.55
010-323-009-000	$202.63	30.39	2.33	235.35
016-381-002-000	$508.44	76.27	5.85	590.56
365-230-033-000	$323.66	48.55	3.72	375.93
010-181-017-000	$202.69	30.40	2.33	235.42
010-380-008-000	$192.73	28.91	2.22	223.86
368-050-044-000	$309.27	46.39	3.56	359.22
365-210-057-000	$211.95	31.79	2.44	246.18
045-141-090-000	$302.12	45.32	3.47	350.91
016-270-015-000	$242.27	36.34	2.79	281.40
378-060-040-000	$206.71	31.01	2.38	240.10
367-270-033-000	$240.22	36.03	2.76	279.01
373-140-041-000	$384.94	57.74	4.43	447.11
010-380-022-000	$184.29	27.64	2.12	214.05
010-420-045-000	$201.18	30.18	2.31	233.67
365-060-046-000	$648.63	97.29	7.46	753.38
010-122-002-000	$300.65	45.10	3.46	349.21
371-180-008-000	$154.58	23.19	1.78	179.55
369-100-049-000	$335.39	50.31	3.86	389.56
046-320-024-000	$294.54	44.18	3.39	342.11
016-580-050-000	$179.89	26.98	2.07	208.94
373-030-009-000	$377.23	56.58	4.34	438.15
010-142-009-000	$201.18	30.18	2.31	233.67
371-040-012-000	$201.18	30.18	2.31	233.67
366-010-004-000	$310.06	46.51	3.57	360.14
016-490-014-000	$300.65	45.10	3.46	349.21
046-202-002-000	$261.72	39.26	3.01	303.99
370-060-062-000	$298.98	44.85	3.44	347.27
365-340-017-000	$303.53	45.53	3.49	352.55

368-040-069-000	$201.18	30.18	2.31	233.67
400-080-003-000	$296.63	44.49	3.41	344.53
491-031-005-000	$192.53	28.88	2.21	223.62
373-030-052-000	$215.43	32.31	2.48	250.22
366-060-012-000	$266.79	40.02	3.07	309.88
010-133-005-000	$387.76	58.16	4.46	450.38
489-360-058-000	$303.82	45.57	3.49	352.88
371-030-019-000	$342.28	51.34	3.94	397.56
010-021-013-000	$132.27	19.84	1.52	153.63
010-132-016-000	$221.33	33.20	2.55	257.08
367-034-008-000	$319.16	47.87	3.67	370.70
016-540-017-000	$204.02	30.60	2.35	236.97
046-530-022-000	$264.82	39.72	3.05	307.59
364-070-006-000	$201.18	30.18	2.31	233.67
378-090-043-000	$354.73	53.21	4.08	412.02
400-050-037-000	$156.63	23.49	1.80	181.92
016-530-048-000	$311.15	46.67	3.58	361.40
453-063-016-000	$300.65	45.10	3.46	349.21
365-093-011-000	$309.91	46.49	3.56	359.96
367-020-058-000	$293.53	44.03	3.38	340.94
369-010-005-000	$155.46	23.32	1.79	180.57
010-242-007-000	$198.76	29.81	2.29	230.86
489-040-024-000	$223.12	33.47	2.57	259.16
365-050-005-000	$303.25	45.49	3.49	352.23
366-020-032-000	$153.18	22.98	1.76	177.92
365-230-019-000	$206.82	31.02	2.38	240.22
489-350-026-000	$306.41	45.96	3.52	355.89
016-303-009-000	$251.93	37.79	2.90	292.62
016-110-030-000	$209.92	31.49	2.41	243.82
489-090-033-000	$202.61	30.39	2.33	235.33
369-020-028-000	$157.09	23.56	1.81	182.46
489-110-004-000	$350.97	52.65	4.04	407.66
365-240-069-000	$303.27	45.49	3.49	352.25
373-080-005-000	$306.56	45.98	3.53	356.07
367-060-024-000	$201.18	30.18	2.31	233.67
045-210-024-000	$204.00	30.60	2.35	236.95
016-580-044-000	$234.33	35.15	2.69	272.17
372-190-023-000	$307.26	46.09	3.53	356.88
373-020-016-000	$368.64	55.30	4.24	428.18
045-250-015-000	$645.86	96.88	7.43	750.17
489-050-006-000	$278.07	41.71	3.20	322.98

365-060-048-000	$201.18	30.18	2.31	233.67
016-370-090-000	$298.10	44.72	3.43	346.25
365-040-001-000	$250.84	37.63	2.88	291.35
365-260-004-000	$199.36	29.90	2.29	231.55
016-270-011-000	$450.20	67.53	5.18	522.91
378-100-021-000	$196.31	29.45	2.26	228.02
365-050-063-000	$277.28	41.59	3.19	322.06
365-253-007-000	$261.91	39.29	3.01	304.21
030-153-012-000	$201.18	30.18	2.31	233.67
045-560-010-000	$312.08	46.81	3.59	362.48
046-261-004-000	$193.33	29.00	2.22	224.55
497-080-024-000	$300.65	45.10	3.46	349.21
016-370-017-000	$448.42	67.26	5.16	520.84
016-314-001-000	$212.60	31.89	2.44	246.93
373-090-027-000	$155.19	23.28	1.78	180.25
367-210-030-000	$219.82	32.97	2.53	255.32
497-030-019-000	$266.24	39.94	3.06	309.24
378-060-043-000	$290.11	43.52	3.34	336.97
046-203-014-000	$203.06	30.46	2.34	235.86
373-040-020-000	$536.11	80.42	6.17	622.70
365-170-033-000	$309.73	46.46	3.56	359.75
377-060-002-000	$275.95	41.39	3.17	320.51
045-190-048-000	$429.92	64.49	4.94	499.35
045-220-013-000	$302.10	45.32	3.47	350.89
	$83,907.95	$12,586.36	$964.99	$97,459.30

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
REQUESTING THE COLLECTION OF TAXES, ASSESSMENTS ON THE 2024/25 TAX ROLL
(DELINQUENT REFUSE COLLECTION FEES)

WHEREAS, the City of Rocklin has awarded to Recology Auburn Placer Service ("Recology") a franchise for collection of solid waste within the City of Rocklin under Rocklin Municipal Code Chapter 13.08 and under the terms of the franchise agreement, the City may at the request of Recology, assist in collecting delinquent refuse bills in accordance with Government Code sections 25831 and 38790.1, for which special assessments are collected on behalf of the City by the County of Placer on the annual property tax roll; and

WHEREAS, the County of Placer has required, as a condition of the collection of taxes, assessments, liens, and other charges on behalf of the City that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

Section 1. The Auditor-Controller of Placer County is requested to attach for collection on the County 2024/25 tax rolls special assessments against certain parcels for delinquent refuse collection fees, as set forth in Rocklin City Council Resolution No. 2024-___.

Section 2. The City warrants and represents that the special assessments comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

Section 3. The City releases and discharges County, and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of the special assessments on behalf of City.

Section 4. The City agrees to and shall defend, indemnify, and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the special assessments requested to be collected by the County for the City, or in any manner arising out of City establishment and imposition of said assessments. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified

Parties as a result of the collection of one of the assessments, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

Section 5. The City agrees that its officers, agents, and employees will cooperate with the County in answering questions referred to the City by the County from any person concerning the City's special assessments, and that City will not refer such persons to County officers and employees for response.

Section 6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs of placing on the tax rolls and collecting the assessments at the agreed upon rate of 1% of the special assessment, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Public Facilities Impact Fees Annual Inflation Adjustment

Date: June 25, 2024

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

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

Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Annual Inflation Adjustments to the Public Facilities Impact Fees.

Background:
City of Rocklin Ordinance No. 893 established a public facilities development impact fee on issuance of all building permits for development in the City to pay for public facility improvements pursuant to the Mitigation Fee Act (Government Code section 66000 et seq.).

On June 28, 2022, the City Council adopted Ordinance No. 1149, updating the City's impact fees including the Public Facilities Impact Fee to account for the impacts of new development and adopted Resolution No. 2022-144, setting the public facilities impact fee rates and current fee schedule, effective January 1, 2023.

Pursuant to Rocklin Municipal Code Sections 3.16.520 (C) and 3.16.530, the public facilities impact fees shall be annually adjusted for inflation by City Council resolution. The inflation adjustments must be based on the average of the Engineering News-Record's Construction Cost Index for 20 cities and for San Francisco, as published in the Engineering News-Record Publication for the preceding twelve months ending in May. The resultant fees shall be rounded to the nearest dollar figure. The Engineering News-Record's Construction Cost Index for the preceding twelve months ending in May 2024 is 1.84%.

The inflationary factor has been applied to the July 1, 2024 public facilities impact fee rates and is reflected in Exhibit A (Attachment 2). The adjusted fees will be effective July 1, 2024. Staff recommends adoption of a resolution (Attachment 1) to adjust the public facilities fees, effective July 1, 2024, to account for inflation on construction costs.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Adoption of the resolution will allow fees to be collected at a rate adjusted for inflation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Adjusted Public Facilities Impact Fees

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE ANNUAL INFLATION ADJUSTMENTS
TO THE PUBLIC FACILITIES IMPACT FEES

WHEREAS, the City Council of the City of Rocklin adopted Ordinance No. 893 establishing a public facilities development impact fee on issuance of all building permits for development in the City to pay for public facility improvements pursuant to the Mitigation Fee Act (Government Code section 66000 et seq.); and

WHEREAS, On June 28, 2022, the City Council of the City of Rocklin adopted Ordinance No. 1149 updating the City's impact fees including the Public Facilities Impact Fee to account for the impacts of new development and adopted Resolution No. 2022-144 setting the public facilities impact fee rates and current fee schedule, effective January 1, 2023; and

WHEREAS, pursuant to Rocklin Municipal Code Section 3.16.530, the public facilities impact fees shall be adjusted for inflation annually by City Council resolution; and

WHEREAS, pursuant to Rocklin Municipal Code Section 3.16.520 (C), the inflation adjustment must be based on the average of the Engineering News-Record's Construction Cost Index for 20 cities and for San Francisco, as published in the Engineering News Record Publication for the preceding twelve months ending in May. The resultant fees shall be rounded to the nearest dollar figure; and

WHEREAS, the Engineering News-Record's Construction Cost Index for the preceding twelve months ending in May 2024 is 1.84%.

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

Section 1. The public facilities impact fees will be adjusted by the San Francisco Engineering News-Record's Construction Cost Index as reflected in Exhibit A.

Section 2. The adjusted fees will be effective July 1, 2024.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Public Facilities Impact Fees Adjusted by 1.84% Inflationary Factor

Rounded to the Nearest Dollar Figure Pursuant to Rocklin Municipal Code Section 3.16.520 (C)

Effective July 1, 2024

Development Type	Unit	Unadjusted Fee as of 7/1/2024	Adjusted Fee Effective 7/1/2024
Residential <600 Sq. Ft.	DU	$ 835.43	$ 851.00
Residential 600-1,000 Sq. Ft.	DU	$ 1,025.67	$ 1,045.00
Residential >1,000-1,500 Sq. Ft.	DU	$ 1,637.77	$ 1,668.00
Residential >1,500-2,500 Sq. Ft.	DU	$ 2,282.95	$ 2,325.00
Residential >2,501-3,500 Sq. Ft.	DU	$ 2,679.98	$ 2,729.00
Residential 3,500+ Sq. Ft.	DU	$ 3,474.06	$ 3,538.00
Residential - Age Restricted	DU	$ 1,199.37	$ 1,221.00
Convalescent Care	DU	$ 1,110.28	$ 1,131.00
Retail	KSF	$ 1,865.27	$ 1,900.00
Office	KSF	$ 1,498.87	$ 1,526.00
Office-Medical	KSF	$ 1,199.10	$ 1,221.00
Industrial	KSF	$ 499.62	$ 509.00
Industrial-High Tech	KSF	$ 999.25	$ 1,018.00
Church, Other Assembly	KSF	$ 133.23	$ 136.00
Hotel	Room	$ 466.32	$ 475.00
Community College	Student	$ 133.23	$ 136.00

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Public Financing Authority of the City of Rocklin Adopting a Budget for Fiscal Year 2024/25

Date: June 25, 2024

Submitted By: Angela Doyle, Senior Accountant
Megan Bressem, Management Analyst
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 Adopting a Budget for Fiscal Year 2024/25.

Background:
On December 13, 1994, the City of Rocklin (City) and the former Rocklin Redevelopment Agency formed a joint powers authority known as the Rocklin Public Finance Authority (RPFA). In 1999, the RPFA issued revenue bonds in the amount of $14,910,000. The proceeds from the revenue bonds were used to purchase special tax bonds issued by the City on behalf of three Community Facilities Districts (CFD No. 6, CFD No. 8, and CFD No. 9). Subsequently, in 2003, the RPFA issued revenue bonds to refinance the 1999 RPFA revenue bonds.

In 2017, the RPFA executed a special tax revenue refunding loan agreement in the amount of $5,000,077 to refund the remaining 2003 RPFA refunding revenue bonds. The RPFA currently maintains an investment in the debts of CFD No. 6, CFD No. 8 and CFD No. 9, with the investment balance at $1,029,183. The loan is scheduled to be fully paid in Fiscal Year 2025/26.

The RPFA's budget is annually prepared and presented to the RPFA Board (Board). Approval of the RPFA budget by the Board authorizes staff to disburse the RPFA's expenses. The sole expenditures of the RPFA consist of annual debt service payments on the 2017 RPFA special tax revenue refunding loan agreement. These debt service payments are funded through receipts from CFD No. 6, CFD No. 8, and CFD No. 9. The principal source of revenue for the RPFA is interest earned from the investments in CFD No. 6, CFD No. 8 and CFD No. 9.

ATTACHMENTS:
1. Resolution - RPFA Budget

RESOLUTION NO. 2024 - PFA

RESOLUTION OF THE PUBLIC FINANCING AUTHORITY OF THE CITY OF ROCKLIN ADOPTING A BUDGET FOR FISCAL YEAR 2024/25

The Rocklin Public Financing Authority does resolve as follows:

Section 1. The following budget is hereby adopted for fiscal year 2024/25 for the Rocklin Public Financing Authority.

		FY 2024/25 Budget
Debt Service Fund:		
Revenues		$ 17,100
Expenditures		
Principal Payment	($508,200)	
Interest Payment	($ 17,100)	
Total Expenditures:		($ 525,300)
Results of Operations:		($ 508,200)
Estimated Reserved Fund Balance 07/01/2024:		$ 1,104,700
Estimated Reserved Fund Balance 06/30/2025:		$ 596,500

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

AYES: Members:
NOES: Members:
ABSENT: Members:
ABSTAIN: Members:

_____
Greg Janda, Chair

ATTEST:

_____
Avinta Singh, Secretary