



ROCKLIN CITY COUNCIL

City Council Regular Meeting

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

August 27, 2024

General Session at 6:00 p.m.

Notice of Teleconference Meeting Location:

**13050 Amberly Court #701
Bonita Springs, FL 34135**

AMENDED AGENDA:

Closed Session Added

**Item C4 Updated to Include Staff Report and
Associated Documents**

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 three-minute time limit. The Brown Act does not permit the City Council to take action on items brought up under Citizens Addressing the City Council.

WRITINGS RECEIVED AFTER AGENDA POSTING

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

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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.

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Meeting ID: 828 6664 2715

Meeting password: 918249

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2. When asked for the meeting ID, enter 828 6664 2715#
3. When asked for your participant ID, press # to continue
4. When asked for the meeting password, enter 918249#
5. To inform the City Clerk that you would like to make a public comment, dial *9 to "Raise your hand". The Clerk will unmute you when it is your turn to speak.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

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

- C1. [Minutes of the June 25, 2024 Regular Meeting of the City Council](#)
Recommendation: Approve the Minutes of the June 25, 2024 Regular Meeting of the City Council.
- C2. [Proclamation Declaring the City of Rocklin a Purple Heart City](#)
Recommendation: Approve a Proclamation Declaring the City of Rocklin a Purple Heart City, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.
- C3. [Grant Agreement with The Gathering Inn for Homelessness Prevention and Rapid Rehousing Services \(FY 2024/25\)](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Grant Agreement with The Gathering Inn for Homelessness Prevention and Rapid Rehousing Services (FY 2024/25).
- C4. [Remaining ARPA Funds Expenditure Plan](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Remaining ARPA Funds Expenditure Plan.
- C5. [Wildcat West Final Map](#)
Recommendation:
A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Final Map of Wildcat West Subdivision (SD2022-0001) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Wildcat West Subdivision (SD2022-0001).
- C6. [Various Personnel Updates](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin to Reallocate and Retitle 2.0 FTE Information Technology Analyst Positions as 1.0 FTE Information Technology Analyst I/II in the Confidential Bargaining Unit and 1.0 FTE Information Technology Analyst I/II in the Public Service Employee's Bargaining Unit (AFSCME Council 57, Local 146-AFL-CIO) and Adopt Revised Confidential and Public Service Employee's Bargaining Unit Salary Schedules.

C7. [Accounts Paid List - April to June 2024](#)

Recommendation: Receive the Accounts Paid List for April 1, 2024 to June 30, 2024.

C8. [Target Solutions Learning, LLC Agreement](#)

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Ratifying an Evergreen Contract with Target Solutions Learning, LLC and Authorizing the City Manager to Sign Contract and Subsequent Amendments.

C9. [Sun Ridge Systems Inc. Software Services Agreement](#)

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving an Evergreen Agreement for Software Support Services with Sun Ridge Systems, Inc. and Authorizing the City Manager to Execute the Agreement and Amendments.

PRESENTATIONS

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

P1. Purple Heart City Proclamation

P2. Summer Civic Career Program (SCCP) Presentation

P3. League of California Cities Update

PUBLIC HEARINGS

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

PH1. [Rock Baseball Training Facility / Conditional Use Permit, U2024-0003 and Environmental, ENV2024-0006](#)

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

- A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Rock Baseball Training Facility / U2024-0003 and ENV2024-0006).
- B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Conditional Use Permit for a Privately Operated Recreational Training Facility (Rock Baseball Training Facility / U2024-0003).

DISCUSSION ITEMS

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

D1. [Zone Rocklin Project Update](#)

Recommendation: Receive a Presentation on the Zoning Ordinance and Map Update Project (ZONE ROCKLIN).

FUTURE AGENDA ITEMS

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(4), Conference with Legal Counsel, Anticipated Litigation—Initiation of Litigation: one (1) potential case.

CS2. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation City of Rocklin v. Legacy Family Adventures and David Busch, El Dorado Superior Court Case No. PC2019039.

REPORT OUT OF CLOSED SESSION

ADJOURNMENT



City Council Staff Report

Subject: Minutes of the June 25, 2024 Regular Meeting of the City Council

Date: August 27, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

Approve the Minutes of the June 25, 2024 Regular Meeting of the City Council.

ATTACHMENTS:

1. [DRAFT City Council Meeting Minutes of June 25, 2024](#)



ROCKLIN CITY COUNCIL

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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.**

MEETING MINUTES -DRAFT-

CALL TO ORDER

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

ROLL CALL

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

Absent: None

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:33 p.m.

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

There was no reportable action.

The City Council took a recess at 5:44 p.m.

CALL GENERAL SESSION TO ORDER

Mayor Janda called General Session to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Janda led the pledge of allegiance.

ROLL CALL

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

AGENDA REVIEW

Mayor Janda requested that Special Presentations Item 4B be heard before Item 4A.

Councilmember Halldin requested that if items are pulled from the Consent Calendar, that Special Presentations Item 4B be conducted first.

CITIZENS ADDRESSING THE CITY COUNCIL

There were none.

2. REPORTS FROM CITY COUNCIL AND CITY MANAGER

<i>Reports from the City Council will include any AB1234 Reports.</i>

Councilmember Bass reported attendance at the Placer County Air Pollution Control Board meeting; attended the Rocklin Police Department Honors and Awards ceremony; attended the Stanford Ranch Retail meeting, noting that an aggressive program was put into effect to solve theft problems; shared that he and Vice Mayor Gayaldo met with Assemblymember Joe Patterson to discuss upcoming legislation and ways to maintain local control; and reminded that Pottery World was celebrating its 50th anniversary during the upcoming weekend.

Vice Mayor Gayaldo shared she and City Manager Aly Zimmermann participated in the Placer County Water Agency regional leaders meeting at Hell Hole Reservoir; reported attendance at the Sierra College Work Force Summit; attended the Sacramento Area Council of Governments (SACOG) meeting, which included a site visit to Yuba City, and also participated in SACOG's Race Equity Inclusion Working Group meeting; attended the ribbon

cutting for the Placer County Fair; attended the ribbon cutting for the Modern Holistic Wellness Center; attended the Placer County Law Enforcement Chaplaincy event; shared that she will not be present at the State of the City due to a scheduled site visit for SACOG; spoke of about Pottery World's upcoming anniversary and the company's history; and reminded that the Celebrate America event was taking place at Twin Oaks Park and there would be fireworks.

Councilmember Halldin reported attendance at the Highway 65 Joint Powers Authority and approved its annual budget and set fees; attended Placer County's Economic Development Commission meeting; met with the General Manager of Western Placer Waste Management Authority; judged a rib cook off at the Placer County Fair; attended the Juneteenth celebration at Johnson-Springview Park; and attended the Rocklin Police Department Honors and Awards ceremony.

Mayor Janda reported attendance at the Greater Sacramento Economic Council Retreat and Board Meeting and shared the rebranding of the region to Be More and Do Greater Sacramento; and mentioned that the A's major league baseball team will be coming to Sacramento for three years and this will give the region an opportunity to showcase support for Major League Baseball as there may be an expansion in 2028.

City Manager Zimmermann shared that City offices will be closed in observance of the Fourth of July holiday; and reminded that there will be no regularly scheduled Council meetings in July.

3. 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.

- 3A. Minutes of the May 29, 2024 Special Meeting of the City Council
Action: Approved 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
Action: Approved the Minutes of the June 11, 2024 Regular Meeting of the City Council.
- 3C. Appointments to Various Boards, Commissions and Committees
Action: Adopted Resolution 2024-145 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)
Action: Adopted Ordinance No. 1180 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

Action: Adopted Resolution 2024-146 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

Action:

A. Adopted Resolution 2024-147 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. Adopted Resolution 2024-148 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

Action: Adopted Resolution 2024-149 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

Action: Adopted Resolution 2024-150 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

Action: Adopted Resolution 2024-151 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

Action: Adopted Resolution 2024-152 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

Action: Adopted Resolution 2024-153 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

Action: Adopted Resolution 2024-154 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
Action: Adopted Resolution 2024-155 of the City Council of the City of Rocklin Amending the Fiscal Year 2023/24 Budget.
- 3N. Various Personnel Updates
Action:
- A. Adopted Resolution 2024-156 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. Adopted Resolution 2024-157 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. Adopted Resolution 2024-158 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. Pulled for discussion.
- 3P. Building Services Contract Amendment
Action: Adopted Resolution 2024-161 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
Action:
- A. Adopted Resolution 2024-162 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. Adopted Resolution 2024-163 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. Adopted Resolution 2024-164 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. Adopted Resolution 2024-165 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. Adopted Resolution 2024-166 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
Action: Adopted Resolution 2024-167 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
Action: Approved 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. Pulled for discussion.
- 3U. Pulled for discussion.
- 3V. Corporation Yard Shop Roof Restoration and Gutter Replacement - Award of Contract
Action:
A. Adopted Resolution 2024-169 of the City Council of the City of Rocklin Approving a Notice of Exemption (Corporation Yard Shop Roof Restoration and Gutter Replacement).
B. Adopted Resolution 2024-170 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
Action:
A. Adopted Resolution 2024-171 of the City Council of the City of Rocklin Approving a Notice of Exemption (Corporation Yard Portable Releveling and Dry Rot Repair).
B. Adopted Resolution 2024-172 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
Action: Adopted Resolution 2024-173 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.

Motion to approve Consent Calendar Item Nos. 3A through 3N, 3P through 3S, and 3V through 3X by Councilmember Halldin and seconded by Councilmember Broadway. Passed by the following roll call vote:

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

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

Councilmember Halldin requested to pull Consent item 3U and member of the public, Mr. Benjamin Bjorkman requested to pull Consent items 3O and 3T for discussion.

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

Action:

- A. Adopted Resolution 2024-159 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. Adopted Resolution 2024-160 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.

PUBLIC COMMENT

Mr. Benjamin Bjorkman addressed the City Council and spoke about advertisements posted on construction fencing at the Amtrak and bus stations.

City Manager Zimmermann clarified that the project at the Rocklin Amtrak Station was not a City project but was spearheaded by Amtrak for ADA improvements, and added that when the City does receive grant funding from the government it was common to have requirements that signage be placed stating the funding source.

Councilmember Broadway emphasized that the funding for the proposed projects was from service transportation funds and gas tax funds. Councilmember Halldin stated that the project referenced by Mr. Bjorkman would be funded by taxpayers and Vice Mayor Gayaldo added that she appreciated the comment noting that federal road projects typically had signage indicating the funding source.

Motion to approve Consent Calendar Item No. 3O by Councilmember Broadway and seconded by Councilmember Halldin. Passed by the following roll call vote:

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

3T. Purchase of Four Police Vehicles

Action: Adopted Resolution 2024-168 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.

PUBLIC COMMENT

Mr. Benjamin Bjorkman addressed the City Council expressing concern about a budget deficit and the purchase of police vehicles.

City Manager Zimmermann clarified that the purchase of the four police vehicles had been identified in the current year budget and were not included in future budget years numbers; added that the City maintains a replacement schedule with funds being set aside in increments over the expected life of vehicle, and noted that there was a process in place to inspect vehicles prior to replacing to confirm if the life of a vehicle could be extended.

Public Services Manager Matt McClure stated that police fleet vehicles were replaced under the manufacturer's powertrain warranty, noting the nature of the use of police vehicles included extended runtimes due to there being multiple shifts throughout the day and the goal was to replace these vehicles within five years/100,000 miles, and underscored that warranty and repairs after this timeframe were costly, and shared that replacement of vehicles was deferred given the repair history of a vehicle.

Councilmember Broadway stated that in alignment with the public comment, the process followed by the City was to review the life of a vehicle and extend this as much as possible, and weighing this with ensuring that vehicles stay on road and available for use as well as evaluating additional costs.

Vice Mayor Gayaldo commented that with police vehicles there was high mileage as the vehicles are used throughout the day, there was heavy idling and underscored the importance of replacing first responders' vehicles.

Mayor Janda noted that there was also a lead time with outfitting police vehicles. Public Services Manager McClure stated that to schedule the time with an outfitter was a few months out.

Motion to approve Consent Calendar Item No. 3T by Vice Mayor Gayaldo and seconded by Councilmember Bass. Passed by the following roll call vote:

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

Mayor Janda recused himself from participation on Item 3U and left the Council Chambers.

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

Action:

- 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.

Public Services Director Justin Nartker presented the item to City Council.

Vice Mayor Gayaldo indicated that a letter had been received by the City Council related to the item.

PUBLIC COMMENT

Mr. Richard Joubert with Applied Landscape Materials addressed the City Council expressing concern about the bid process and awarding of the bid.

At the request of Vice Mayor Gayaldo, Director Nartker provided a review of the bid process.

City Manager Zimmermann noted that SB 1383 was impacting many facets of City operations including composting and organics recycling, adding there were grants to help address procurement targets and record reporting.

City Attorney Matthew McOmber indicated that for a public works contract such as the proposed, the local preference rules do not apply. He added that bark fell within the scope of a public works contract.

City Council comments followed.

Councilmember Broadway suggested that it be considered in the future to remove the public works limitation for local preference.

Councilmember Halldin expressed concern about the tallying of the three prices was only logical if equal amounts of the three barks were to be used, by awarding the contract this would lock in higher prices for two of three barks for three years, and noted that the SB 1383 bark will be in the less visible places with fewer interfaces with residents, and indicated that he did not feel comfortable approving a project that would cost more than if done differently.

Vice Mayor Gayaldo expressed concern about re-bidding the same project since the numbers had been identified.

City Attorney McOmber stated that if a determination is made on a public works contract to reject bids, there was no barrier to the City to rebid the project. He added that in this scenario, often times there may be modifications to the scope upon further review as there may be aspects of a project better to add or take away.

Councilmember Broadway expressed concerns about the proposed bid and the use of percentages to compute averages, suggested separating out the products and giving consideration to the quantity being purchased for true cost, and urged looking into the municipal code to determine if there is language to encourage buying and spending local and whether this currently allowable.

Councilmember Bass stated that with the proposed project there were areas that could be improved if the project were to be rebid.

Motion to decline to award the contract per Consent Calendar Item No. 3U by Councilmember Broadway and seconded by Councilmember Halldin. Passed by the following roll call vote:

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

Mayor Janda returned to the Council Chambers at 7:26 p.m.

4. SPECIAL PRESENTATIONS

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

Parks and Recreation Director Veronica Tracy recognized Parks and Recreation Month and invited outgoing Youth Commissioner London Diaz to receive the proclamation along with Recreation Supervisor Chris Meyer and Recreation Coordinator Charles Wilson.

Supervisor Meyer highlighted the Open Swim Pilot Program at Rocklin High School, the upcoming Concerts at Quarry Park and the Evenings in the Park.

Mayor Janda presented a Certificate of Appreciation to Youth Commissioner Diaz, read the proclamation and presented it the Parks and Recreation Department staff and Parks and Recreation Commissioners in attendance.

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

Per Mayor Janda and Councilmember Halldin's request, the Oath of Office for Item 4B was conducted after the approval of the Consent Calendar.

City Clerk Avinta Singh administered the Oath of Office to the following members:

- Elizabeth McGuirk
- John McMillan (Youth Commissioner)
- Ramakrishna Bachina
- Christine Anderson
- Matthew Duarte
- Roberto Cortez

5. **PUBLIC HEARINGS**

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

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

- A. Adopted Resolution 2024-174 of the City Council of the City of Rocklin Adopting the Fiscal Year 2024/25 Operating Budget and 2025-2029 Capital Improvement Program.
- B. Adopted Resolution 2024-175 of the City Council of the City of Rocklin Adopting a Revised Management Salary Schedule.
- C. Adopted Resolution 2024-176 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.

Mayor Janda opened the public hearing for Item 5A.

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

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item 5A.

Councilmember Broadway thanked staff for their hard work for a solid budget and for moving forward in a sustainable way.

Mayor Janda shared that there had been a lot of prior discussion and input by the Council on the proposed budget.

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

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

5B. Special Assessments for Delinquent Weed Abatement Charges

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

- A. Adopted Resolution 2024-177 of the City Council of the City of Rocklin Imposing Special Assessments Against Certain Parcels for Delinquent Weed Abatement Charges.
- B. Adopted Resolution 2024-178 of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments on the 2024/25 Tax Roll (Weed Abatement Charges).

Mayor Janda opened the public hearing for Item 5B.

Senior Accountant Angela Doyle presented the item to City Council, stated that a Blue Memo had been submitted including updated delinquency information, noting that a delinquent account had been paid in the last few days and the property had been removed from the list.

Senior Accountant Doyle noted for Councilmember Broadway that the proposed list for approval will be the final list to be submitted to the County, at which point County will add the assessment amount to property taxes and the City would not be able to accept payments.

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item 5B.

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

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

5C. Solid Waste Rate Increase Public Hearing

Action: Conduct a Public Hearing and, if there is No Majority Protest, Consider the Following Action: Adopted Resolution 2024-179 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.

Mayor Janda opened the public hearing for Item 5C.

Public Services Director Justin Nartker presented the item to City Council, noting that Western Placer Waste Management Authority (WPMA) Program Manager Eric Oddo and Recology's General Manager Tony Perez and Zero Waste Specialist Tia Mitchell were available for questions.

PUBLIC COMMENT

There were none.

Councilmember Broadway stated that there were some letters had been received from the public related to increased costs; however, he noted that Recology served the community well and emphasized that the proposed rate increase for years been well below the amount Recology could increase the rate by, and recognized that there was a direct cost increase of operations at the landfill.

Councilmember Bass appreciated the efficiencies by WPWMA and Recology in comparison to increases by other utilities.

Mayor Janda stated he appreciates the partnership, noted the challenges in the industry that was capital intensive including the cost of fuel, and appreciated assistance with ancillary services provided to the City with time and resources.

Councilmember Halldin shared that the WPWMA was working hard to keep its tipping fee low by looking for new sources of revenue, and managed to stay competitive with its neighbors.

City Clerk Singh stated for the record that two protest letters had been received.

Mayor Janda closed the public hearing for Item 5C.

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

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

5D. Special Assessments for Delinquent Refuse Collection Fees

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

- A. Adopted Resolution 2024-180 of the City Council of the City of Rocklin Imposing Special Assessments Against Certain Parcels for Delinquent Refuse Collection Fees.
- B. Adopted Resolution 2024-181 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).

Mayor Janda opened the public hearing for Item 5D.

Senior Accountant Angela Doyle presented the item to City Council, stated that a Blue Memo had been submitted including updated delinquency information, noting that a few delinquent accounts had been paid in the last few days and the properties have been removed from the list.

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item 5D.

Motion to approve Item 5D. by Councilmember Broadway with the adjusted APNs to be removed from the list, seconded by Councilmember Bass. Passed by the following vote:

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

5E. Public Facilities Impact Fees Annual Inflation Adjustment

Action: Conduct a Public Hearing and Consider the Following Action:
Adopted Resolution 2024-182 of the City Council of the City of Rocklin Authorizing the Annual Inflation Adjustments to the Public Facilities Impact Fees.

Mayor Janda opened the public hearing for Item 5E.

Management Analyst Megan Bressemer presented the item to City Council.

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item 5E.

Motion to approve Item 5E. by Councilmember Broadway, seconded by Councilmember Bass. Passed by the following vote:

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

6. FUTURE AGENDA ITEMS

Councilmember Broadway requested a future discussion in looking at the Rocklin Municipal Code for the limitation of public works and reviewing the dollar amount designation.

The Rocklin City Council adjourned and reconvened 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

Action: Adopted Resolution 2024-183-PFA of the Public Financing Authority of the City of Rocklin Adopting a Budget for Fiscal Year 2024/25.

Senior Accountant Angela Doyle presented the item to City Council.

PUBLIC COMMENT

There were none.

Motion to approve Item 7A. by Councilmember Broadway, seconded by

Councilmember Halldin. Passed by the following vote:

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

8. **ADJOURNMENT**

Vice Mayor requested that the meeting be adjourned honoring resident Virginia Baker who will soon be celebrating her 100th birthday.

Mayor Janda adjourned the meeting at 7:51 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of June 25, 2024 as approved by the Rocklin City Council.

Avinta Singh, City Clerk



City Council Staff Report

Subject: Proclamation Declaring the City of Rocklin a Purple Heart City

Date: August 27, 2024

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:

Approve a Proclamation Declaring the City of Rocklin a Purple Heart City, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:

[1. Purple Heart City Proclamation](#)

Proclamation

Issued by City Council

PURPLE HEART CITY

WHEREAS, the Purple Heart Medal is the oldest military medal in the nation, established by General George Washington at Newburgh, New York, on August 7, 1782, during the Revolutionary War; and

WHEREAS, the Purple Heart Medal was the first award made available to the common soldier, and is specifically awarded to members of the United States Armed Forces who have been wounded in combat or have paid the ultimate sacrifice for our freedoms being killed in action against a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among combat-wounded veterans and their families, promote patriotism, support legislative initiatives, and most importantly, to make sure that we never forget the sacrifices of our military service men and women; and

WHEREAS, Rocklin has a large veteran population with many of its veterans being Purple Heart recipients; and

WHEREAS, the City of Rocklin supports its military population given the community's great admiration for all the men and women selflessly serving their country in the United States Armed Forces; and

WHEREAS, the City of Rocklin appreciates the sacrifices each Purple Heart recipient made in defending our freedom and believe it is of the utmost importance that they be acknowledged, not just on National Purple Heart Day (August 7) and Veterans Day within this City in recognition of their courage and observance of their honor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rocklin, does hereby proclaim the City of Rocklin as a PURPLE HEART CITY, honoring the service and sacrifice of the men and women in uniform, wounded or killed by the enemy while serving to protect our freedom and encourage the citizens of Rocklin to show their appreciation for the sacrifice each Purple Heart recipient made while defending the right to freedom under the banner of our Nation's flag.

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk



City Council Staff Report

Subject: Grant Agreement with The Gathering Inn for Homelessness Prevention and Rapid Rehousing Services (FY 2024/25)

Date: August 27, 2024

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

Department: City Manager's Office

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Grant Agreement with The Gathering Inn for Homelessness Prevention and Rapid Rehousing Services (FY 2024/25).

Background:

The City of Rocklin has provided annual funding to The Gathering Inn (TGI) over the course of many years for homelessness prevention and rapid rehousing services. Initial funding for TGI was through the City's Community Development Block Grant (CDBG) Program; currently funding is provided through the City's Low- and Moderate-Income Housing Asset Fund (LMIHAF). Per California Health and Safety Code section 34176.1, the City may expend up to \$250,000 per year on homeless prevention and rapid rehousing services from the LMIHAF. Funding requests in 2018 and 2019 were for \$50,000 per year. Due to increased costs for homeless related services, TGI requested funding in the amount of \$60,000 for these activities in fiscal years (FYs) 2020/21, 2021/22 and 2022/23, and \$65,000 in FY 2023/24.

For FY 2024/25, a total of \$65,000 was requested. The funding amount was approved as part of the City's FY 2024/25 Operating Budget.

TGI provides service and support for the unhoused population in Rocklin and throughout Placer County. Expenditure of these funds is required to benefit the unhoused population in Rocklin and residents in Rocklin under the threat of homelessness through Homelessness Prevention Rapid Rehousing (HPRR) activities.

TGI will use the funds only to provide the services contemplated by Health and Safety Code section 34176.1. As noted in the Grant Agreement (Attachment 2), TGI will specifically support direct services program staff, including associated taxes and benefits for the Housing Specialist, who maintains a list of housing options, manages HPRR funds, coordinates interviews with landlords, and accompanies guests on housing inspections prior to move-in. In

addition, funds will be used for Rapid Rehousing to support security and utility deposits, application fees, acquiring required documentation, and landlord incentives.

Fiscal Impact:

The total cost associated with this Grant Agreement is not to exceed \$65,000. Consistent with prior years, the majority of the funds (\$48,000) will be made available to TGI upon City Council approval of the contract and execution of the agreement by both parties.

The remaining \$17,000 will be issued to TGI following the submittal of required Annual Reports following the end of the 2024/25 fiscal year.

Funding is included in the City's FY 2024/25 Operating Budget in the City Manager's Office in the Low- and Moderate-Income Housing Asset Fund.

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - Grant Agreement](#)
3. [Resolution Exhibit 1 to Exhibit A - Accomplishment Data](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING
THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE GATHERING INN
FOR HOMELESSNESS PREVENTION AND RAPID REHOUSING SERVICES (FY 2024/25)

WHEREAS, the City, as the housing successor to a redevelopment agency, is authorized to expend funds for homeless prevention and rapid rehousing services for individuals and families who are homeless, or would be homeless but for this assistance, under California Health and Safety Code section 34176.1; and,

WHEREAS, the Grantee is a 501(c)(3) non-profit charity that provides services to the homeless in Rocklin, such as sheltering, employment services, case management, substance abuse recovery programs, and life skills training; and,

WHEREAS, the Grantee performs the homeless prevention, assistance and rapid rehousing services contemplated under Health and Safety Code section 34176.1; and,

WHEREAS, the City desires to allocate a portion of its authorized Low and Moderate Income Housing Asset Funds to the Grantee for the purposes of providing the services contemplated under the statute.

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 authorizes the City Manager to execute a Grant Agreement with The Gathering Inn to perform services associated with Homelessness Prevention and Rapid Rehousing as described in the agreement attached to hereto as Exhibit A.

PASSED AND ADOPTED ON August 27, 2024, by the City Council of the City of Rocklin
by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A

GRANT AGREEMENT BETWEEN
THE CITY OF ROCKLIN AND
THE GATHERING INN
(LMIHA FUNDS FY 24/25)

EXHIBIT A

GRANT AGREEMENT
between
THE CITY OF ROCKLIN
AND
THE GATHERING INN
(LMIHA FUNDS FY 24/25)

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into on August 27, 2024, by and between the City of Rocklin (hereinafter referred to as the "City"), and the Gathering Inn, a 501(c)(3) non-profit charity, (EIN: 84-1657746) domiciled in California (hereinafter referred to as the "Grantee"). The City and the Grantee may be referred to individually as "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, the City, as the housing successor to a redevelopment agency, is authorized to expend funds for homeless prevention and rapid rehousing services for individuals and families who are homeless, or would be homeless but for this assistance, under California Health and Safety Code section 34176.1; and,

WHEREAS, the Grantee is a 501(c)(3) non-profit charity that provides services to the homeless in Rocklin, such as sheltering, employment services, case management, substance abuse recovery programs, and life skills training; and,

WHEREAS, the Grantee performs the homeless prevention, assistance and rapid rehousing services contemplated under Health and Safety Code section 34176.1; and,

WHEREAS, the City desires to allocate a portion of its authorized funds to the Grantee for the purposes of providing the services contemplated under the statute.

TERMS

NOW, THEREFORE, in consideration of the mutual promises and terms set forth herein, the City and the Grantee agree as follows:

1. Term. The term of this Agreement (the "Term") shall begin on the date listed above and continue for one year thereafter.

2. Grant. In consideration for the Services, the City shall convey to the Grantee the total amount of \$65,000 (the "Funds") over the course of the 2024/2025 fiscal year. The Funds shall be conveyed to Grantee in two installments: the first installment of \$48,000 shall be conveyed to the Grantee following execution of this agreement. The second and last installment of \$17,000 shall be conveyed to the Grantee immediately following receipt of the 2024/2025 annual reports, as set forth in

Section 4 of this agreement, but not sooner than June 30, 2025. If annual reports are not received by the City on or before July 31, 2025, Grantee shall not be eligible for and shall not receive the second installment of \$17,000.

3. Services. The Grantee will use the Funds only to provide the services to homeless persons or persons who would be homeless but for the services contemplated by Health and Safety Code section 34176.1. Specifically, support direct services program staff including associated taxes and benefits for the Housing Specialist who maintains a list of housing options, manages HPRR funds, coordinates interviews with landlords, and accompanies guests on housing inspections prior to move-in. In addition, funds will be used for Rapid Rehousing to support security and utility deposits; application fees; acquiring required documentation; and landlord incentives.

4. Reporting. The Grantee must complete and submit a report documenting the accomplishments of overall HPRR program activities and outcomes for the time period of July 2024 through June 2025 (the "Report"). The Report shall be in substantial conformance with the sample documents attached hereto as Exhibit 1 to the City. The Report shall be due to the City by July 31, 2025.

5. Termination.

(a) In the event that the City no longer receives funding as a housing successor pursuant to Health and Safety Code section 34176.1, the City may immediately terminate this Agreement in its discretion.

(b) If, through any cause, the Grantee fails to fulfill in a timely and proper manner its obligations under this agreement, or if the Grantee violates any of the covenants, requirements or stipulations of this Agreement, including, but not limited to, the expenditure of the Funds for purposes not specified in Section 3, or the failure to submit the documentation log described in Section 4, the City will thereupon have the right to terminate this Agreement by giving at least five (5) days written notice to the Grantee of such termination, specifying the effective date of such termination. The Grantee will not be relieved of liability to the City for damages sustained by the City or others by virtue of any breach of this Agreement by the Grantee.

6. Independent Entities. The Grantee, and the agents or employees of the Grantee, shall act in an independent capacity and not as officers, employees or agents of the City in performance of this Agreement.

7. Indemnification. The Grantee shall indemnify, hold harmless, and defend the City, each of its officers, members, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Grantee, the City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), which shall in any way arise out of or be connected with the Grantee's operation hereunder and pursuant to this Agreement, unless damage, loss, injury, or death is caused by the gross negligence or willful misconduct of the City.

8. Insurance. During the term of this Agreement, the Grantee shall maintain in full force and effect the following policies of insurance: Commercial General Liability, Worker's Compensation, and Automobile liability (including endorsements for owned, hired, and non-owned vehicles) as specified in Exhibit INS-A.

9. Notices. Any notice required or intended to be given to either Party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered by Registered, Certified, or Return Receipt Requested mail, with postage prepaid, addressed to the Party to which notice is to be given at the Party's address below. Notice may also be given by personal delivery or by facsimile with proof of transmission.

To City:

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

To Grantee:

The Gathering Inn
Keith Diederich, President &
CEO
4020 Sierra College Blvd
Suite 100
Rocklin, CA 95677

10. Venue. Any action arising out of this Agreement shall be brought in Placer County Court in California, regardless of where else venue may lie.

11. Effective Date. This Agreement shall take effect upon the approval of both governing bodies of the Parties hereto.

12. Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and each Party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

13. Assignment. Grantee may not assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the City.

14. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

15. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific Parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

18. Entire Agreement. Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and Grantee.

19. Amendment. This Agreement may only be modified and/or amended upon the written mutual agreement of the Parties hereto.

20. Execution in Counterparts; Copies. The Parties may execute this Agreement in any number of counterparts with the same effect as if each Party had signed the same physical document. Each Party may transmit the executed copies in an imaged format to the other Party by facsimile or electronic mail, and the imaged copies shall have the same effect as if each Party had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

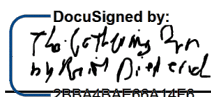
IN WITNESS WHEREOF, the Parties hereto, by and through their respective duly authorized representatives, have executed this Agreement on the dates written below.

CITY OF ROCKLIN

Aly Zimmermann, City Manager

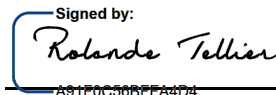
Date: _____

THE GATHERING INN

DocuSigned by:

2BBA4BAE00A14F0...

Keith Diederich, President & CEO

Date: 8/14/2024 | 6:59 AM PDT

Signed by:

A91F0C30BFFA4D4...

Rolande Tellier, Chief Operating Officer

Date: 8/12/2024 | 8:49 AM PDT

ATTEST:

Avinta Singh, City Clerk

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

INS A

During the term of this Agreement Grantee shall maintain in full force and effect the following policies of insurance:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	\$1,000,000
Commercial General Liability	Bodily Injury: \$2,000,000 each occurrence \$2,000,000 aggregate Property Damage: \$2,000,000 each occurrence Personal Injury: \$2,000,000 each occurrence \$2,000,000 aggregate
Automobile liability including endorsements for owned, hired and nonowned vehicles	Bodily Injury: \$1,000,000 each occurrence \$1,000,000 aggregate Property Damage: \$1,000,000 each occurrence

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 Grantee 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 Grantee’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 Grantee’s insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as

respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Contractor's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.** Grantee hereby grants to City a waiver of any right to subrogation which any insurer of said Grantee may acquire against the City by virtue of the payment of any loss under such insurance. Grantee 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 Grantee to 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 provide coverage on a claims made basis:

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 Grantee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage.** Grantee 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. ***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.

EXHIBIT 1

TGI HP RR/LMIHA FUNDS City of Rocklin Accomplishments Data FY 24/25

Exhibit 1 - The Gathering Inn HPRR/LMIHA Funds
City of Rocklin Statistics
July 2024 - June 2025

Demographic Data		Number Served
Total Households Assisted OR Total Number of Persons Assisted		
Total 30% Income Families		
Total 50% Income Families		
Total 80% Income Families		
Total Number Female Heads of Household		
Total Disabled		
Total Mental Health Conditions (self-reported)		
Total Bednights		
Total Veterans		
Total Individuals Who Secured Permanent Housing		
Total Individuals Who Secured Employment		
Total Female		
Total Male		
Breakdown by Age		
<18		
19-25		
26-35		
36-45		
46-55		
56-65		
66+		
Total		
Breakdown by Ethnicity		Hispanic/Latino
Total White		
Total African American		
Total Asian		
Total American Indian or Alaskan Native		
Total Native Hawaiian or Other Pacific Islander		
Total American Indian/Alaskan Native and White		
Total Asian and White		
Total African American and White		
Total American Indian/Alaskan Native and African American		
Other Multiracial		
Total		



City Council Staff Report

Subject: Remaining ARPA Funds Expenditure Plan

Date: August 27, 2024

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Remaining ARPA Funds Expenditure Plan.

Background:

As part of the Federal American Rescue Plan Act (ARPA) program, the City of Rocklin was awarded \$7.039 million to address the impact of COVID-19 on residents, businesses, and City operations. Subsequently, the City awarded funding in a variety of ways to support the community.

To date, the City has expended \$5,339,000 in the following manner (Attachment 3):

- \$2,200,000 in direct grants for small businesses and hotels, restaurants, and nonprofits who have lost revenue due to COVID-19;
- \$500,000 in direct grants to small business who opened early in the COVID-19 pandemic;
- \$300,000 to the Growth Factory for small business technical assistance and coaching;
- \$215,000 to Lighthouse Counseling to open a Rocklin counseling center;
- \$200,000 for Sierra College mental health and career and technical education support;
- \$115,000 to Rocklin Unified School District for student mental health assistance;
- \$100,000 to the Rocklin Chamber of Commerce to offset revenue lost due to COVID-19;
- \$45,000 to the Child Advocates of Placer County to support the Court Appointed Special Advocates program and Family Mentors programs for Rocklin youth;
- \$30,000 to the Placer County Law Enforcement Chaplaincy to offset revenue lost due to COVID-19; and
- \$1,634,000 for City support and various program admin fees, including HVAC upgrades, facility improvements, and technology improvements to reduce the spread of COVID-19 in public facilities.

With the completion of the above programs, staff have identified the following recommendations for the remaining \$1.7 million in ARPA funding:

Traffic Cameras (\$150,000)

Staff recommends using \$150,000 from the ARPA funding to purchase 55 pan-tilt-zoom cameras to install in Rocklin intersections. This increase in cameras will add to the existing coverage around the City and provide the Police Department with additional resources to solve crimes.

Park Shade Sails (\$150,000)

Staff recommends \$150,000 to purchase and install shade sails in Rocklin parks. These shade sails would cover the play structures in neighborhood parks and provide relief from the sun in the summer. It is estimated that this funding amount would allow for two parks to receive shade sails.

Business Retention (\$200,000)

Staff recommends \$200,000 for a grant program to support small business retention in Rocklin.

SWRA-JSP Connector Bridge (\$1,200,000)

Staff recommends \$1.2 million in funding to construct a pedestrian bridge that connects Sunset Whitney Recreation Area and Johnson Springview Park. This bridge would create a safe pathway between the two parks and connect residential areas with schools and parks.

TOTAL: \$1,700,000

With the fulfillment of these proposed programs, the City will have fully expended all ARPA funding. Staff recommends that City Council approve the Resolution (Attachment 1) which authorizes staff to program this funding. Purchases with this funding that are above the City Manager's signing authority will return to City Council for approval. Staff also recommends that if any of the programs are undersubscribed, the remaining funds will be added into the Business Retention program. The Resolution also authorizes staff to make the accounting and budgetary adjustments needed to fund these programs.

Fiscal Impact:

There is no impact to the general fund. ARPA funds are available in Fund 166 and there is sufficient budget in this fund to cover the staff recommendation.

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A](#)
3. [ARPA Program Funding](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE REMAINING ARPA FUNDS EXPENDITURE PLAN

WHEREAS, the Federal Government allocated \$350 billion from the American Rescue Plan Act for the Coronavirus State and Local Fiscal Recovery Funds which allocated funding to state, local, and Tribal governments to support the response to and recovery from COVID-19; and

WHEREAS, the City of Rocklin has received \$7,039,025 in funding from the Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, American Rescue Plan Act funding is intended to mitigate the negative impact of COVID-19 on local communities; and

WHEREAS, at the February 22, 2022 Rocklin City Council meeting the City Council approved spending American Rescue Plan Act Funding for Community Support programs, Internal Support Programs, and Revenue Loss; and

WHEREAS, the Revenue Loss allocation as of February 22, 2022 was \$2.5 million; and

WHEREAS, the City Council has since expended additional funds from the Revenue Loss allocation to assist the community, including a business support program and administrative fees for programs; and

WHEREAS, to date the City has expended approximately \$5.33 million in Community and Internal Support; and

WHEREAS, the City Council desires to expend the remaining ARPA Revenue Loss allocation to support the community.

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

Section 1. The City Council of the City of Rocklin approves and authorizes the City Manager to execute the remaining ARPA allocation in the program identified in Exhibit "A."

Section 2. The City Manager, or the City Manager's designee, is hereby authorized to approve all financial transactions, budgets, and appropriations needed to carry out the ARPA grant program in connection with the programs identified in Exhibit "A."

PASSED AND ADOPTED this 27 of August, 2024 by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A

Remaining ARPA Funds Expenditure Plan

Program	Summary	Amount
Traffic Cameras	Purchase 55 pan-tilt-zoom cameras to install throughout Rocklin intersections	\$ 150,000.00
Park Shade Sails	Purchase and install shade sails for park play structures	\$ 150,000.00
Business Retention	Grant program to support small business retention	\$ 200,000.00
SWRA Connector Bridge	Additional funding to construct a connector bridge between SWRA and Johnson Springview Park	\$ 1,200,000.00
	Total	\$ 1,700,000.00

American Rescue Plan Act

Expenditure Plan



Small Business and Revenue Loss Support

\$2,830,000

Direct Grants for Small Businesses and Hotels, Restaurants, and Nonprofits
2,700,000

Rocklin Chamber of Commerce lost revenue support
\$100,000

Placer County Law Enforcement Chaplaincy lost revenue support
\$30,000



Mental Health Assistance

\$475,000

Lighthouse Counseling to open a Rocklin counseling center
\$215,000

Rocklin Unified School District for student mental health assistance
\$115,000

Sierra College student mental health support
\$100,000

Child Advocates of Placer County to support the Court Appointed Special Advocates program and Family Mentors programs for Rocklin youth
\$45,000



Job Training and Student Assistance

\$400,000

Growth Factory for small business technical assistance and coaching
\$300,000

Sierra College career and technical education assistance
\$100,000



Internal Support

\$1,634,000

City support and administrative fees, including HVAC upgrades, facility improvements, and technology improvements all to reduce the spread of COVID-19 in public facilities
\$1,634,000



City Council Staff Report

Subject: Wildcat West Final Map

Date: August 27, 2024

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

Department: Community Development

Recommendation:

- A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Final Map of Wildcat West Subdivision (SD2022-0001) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.
- B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Wildcat West Subdivision (SD2022-0001).

Background:

The tentative subdivision map for Wildcat West Subdivision (SD2022-0001) was approved by the City Council on June 13, 2023 (Resolution No. 2023-88). This action authorized the subdivision of the approximately 8.6-acre site into eighty-eight (88) single-family residential lots, fourteen (14) lettered lots for landscaping and access and private streets to be dedicated to the Homeowner's Association, and two (2) landscape lots to be dedicated to the City.

The project is located at the southwest corner of the intersection of Cheetah Way and Ocelot Way, and south of Whitney Ranch Parkway. APN: 017-171-039. The owner/applicant (i.e., developer) is KB Home Sacramento Inc., a California Corporation.

Approval of a final map is procedural in nature. Per Section 66474.1 of the California Subdivision Map Act, a legislative body cannot deny approval of a final map if it is found to be in substantial compliance with the previously approved tentative map.

The final map is technically correct. The Developer has paid all fees and satisfied all conditions of approval. The construction of the improvements associated with this map are partially complete and the Developer has guaranteed the outstanding items of work via a Subdivision Improvement Agreement (Attachment 3) and Subdivision Landscaping Agreement (Attachment 6). Staff recommends the City Council approve the final map and approve and authorize the execution of a Subdivision Improvement Agreement and Subdivision Landscaping Agreement.

Fiscal Impact:

Landscape Lots A and B are offered for dedication in fee to the City as shown on the final map, which will be maintained by the City upon recordation of a Notice of Completion. Maintenance costs for landscape Lots A and B will be funded through Community Facilities District No. 5.

ATTACHMENTS:

1. Resolution A - Final Map and Subdivision Improvement Agreement Wildcat West
2. Resolution A Exhibit A - Final Map Wildcat West
3. Resolution A Exhibit B - Subdivision Improvement Agreement Wildcat West
4. Resolution A Exhibit 1 to Exhibit A - SIA-Plat Wildcat West
5. Resolution B - Subdivision Landscaping Agreement Wildcat West
6. Resolution B Exhibit A - Subdivision Landscaping Agreement Wildcat West
7. Resolution B Exhibit 1 to Exhibit A - SLA-Plat Wildcat West

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE FINAL MAP OF
WILDCAT WEST SUBDIVISION (SD2022-0001)
AND APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION IMPROVEMENT AGREEMENT

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

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

A. That a tentative subdivision map for the subdivision known as Wildcat West Subdivision (SD2022-0001) (the "Subdivision") and as submitted by Oakwood Trails 7V LLC, a California limited liability company was approved subject to certain conditions;

B. That KB Home Sacramento Inc., a California Corporation (the "Subdivider") has fully satisfied all said conditions, except for certain Subdivision improvements, if any, that have not been completed and accepted, and as to those improvements Subdivider has executed and provided security for a Subdivision Improvement Agreement obligating Subdivider to complete the improvements within a specified period of time. Subdivider now desires to record a final map for the Subdivision;

C. That the City Surveyor has reviewed the final map for the Subdivision and has determined that it substantially conforms to the approved tentative map and all conditions and requirements of that approval, and now recommends approval of the final map.

Section 2. The City Council hereby approves the final map for the Subdivision attached hereto as Exhibit A and by this reference incorporated herein, and accepts on behalf of the public the dedication of the streets, landscape lots, and the easements shown and offered on the final map for the Subdivision, subject to improvement of said easements and acceptance of the easements by the City.

Section 3. The Subdivision Improvement Agreement attached hereto as Exhibit B and by this reference incorporated herein, is hereby approved and the City Manager is authorized and directed to execute the agreement on behalf of the City.

Section 4. The City Clerk is hereby authorized and directed to record the final map for the Subdivision, and all related documents referred to in this Resolution, in the Office of the Placer County Recorder when fully executed and notarized.

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

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

Greg Janda, Mayor

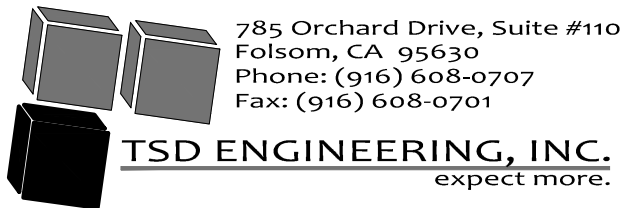
ATTEST:

Avinta Singh, City Clerk

EXHIBIT A
FINAL MAP

FINAL MAP OF
THE WILDCAT WEST

BEING ALL OF PARCEL 3, AS SHOWN ON
THE PARCEL MAP OF WILDCAT WEST, FILED
IN BOOK 36 OF PARCEL MAPS, AT PAGE 100
LYING IN THE SOUTHEAST 1/4 OF SECTION 3,
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, COUNTY OF PLACER,
STATE OF CALIFORNIA
AUGUST 2024



SENIOR ENGINEER'S STATEMENT

I, LARRY WING, SENIOR ENGINEER, CITY OF ROCKLIN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "THE WILDCAT WEST" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE OR ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED: _____

LARRY WING, P.E. C29836
SENIOR ENGINEER
CITY OF ROCKLIN
EXP. 03/31/2025

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "THE WILDCAT WEST" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____

ANDREW S. CHAFER, P.L.S. 8005
CITY SURVEYOR
CITY OF ROCKLIN
EXP. 12/31/2024

CITY CLERK'S STATEMENT:

THE CITY COUNCIL OF THE CITY OF ROCKLIN ON THE ____ DAY OF _____, 2024, BY RESOLUTION NO. _____ DID APPROVE THIS FINAL MAP OF "THE WILDCAT WEST" (SD2022-0001), AND ACCEPTED ON BEHALF OF THE CITY OF ROCKLIN AND THE PUBLIC, OCELOT WAY IN FEE, AND ACCEPTED, ON BEHALF OF THE PUBLIC AND UTILITY AGENCIES, THE EASEMENTS FOR PUBLIC UTILITY PURPOSES, AS SHOWN, IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION.

DATE: _____

AVINTA SINGH, CITY CLERK
CITY OF ROCKLIN, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS ____ DAY OF _____, 2024, AT ____ M. IN BOOK _____ OF MAPS, AT PAGE _____, PLACER COUNTY RECORDS, AT THE REQUEST OF TSD ENGINEERING, INC.

DOCUMENT NO. 2024-_____. **RYAN RONCO**
PLACER COUNTY RECORDER

FEE: _____ BY: _____
DEPUTY

OWNER'S STATEMENT:

THE UNDERSIGNED, HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED IN THIS SUBDIVISION AND SHOWN ON THIS FINAL MAP OF "THE WILDCAT WEST", AND DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP; AND WE DO HEREBY IRREVOCABLY OFFER FOR DEDICATION, IN FEE, TO THE PUBLIC FOR PUBLIC RIGHT OF WAY AND PUBLIC UTILITY PURPOSES OCELOT WAY SHOWN HEREON AS "RIGHT OF WAY" (R.O.W.), AND WE DO HEREBY DEDICATE TO THE PUBLIC, FOR SPECIFIC PURPOSES, THE FOLLOWING:

- A. A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, STORM DRAIN, AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATION, AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR SURFACE DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; TOGETHER WITH CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES. PEDESTALS AND SLABS TOGETHER WITH ANY AND ALL APPURTENANCES THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL; ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O AND P, AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).
- B. LOTS A AND B SHOWN HEREON ARE HEREBY IRREVOCABLY OFFERED FOR DEDICATION, IN FEE, TO THE CITY OF ROCKLIN FOR LANDSCAPE PURPOSES.

END OF PUBLIC DEDICATIONS

THE UNDERSIGNED HEREBY DEDICATE FOR THE USE OF THE LOT OWNERS OF "THE WILDCAT WEST" SUBDIVISION THE FOLLOWING:

- 1) LOT P SHOWN HEREON FOR PRIVATE STREET PURPOSES.
- 2) LOTS E, G AND N SHOWN HEREON FOR LANDSCAPING PURPOSES.
- 3) LOTS C, D, H, I, J, K, L, M AND O SHOWN HEREON FOR ALLEY PURPOSES.
- 4) LOT F SHOWN HEREON FOR SLOPE AND LANDSCAPING PURPOSES.
- 5) A PRIVATE PEDESTRIAN EASEMENT FOR THE BENEFIT OF THE ADJOINING LOT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SIDEWALK AND FOR PEDESTRIAN ACCESS ON, OVER AND ACROSS THE THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PRIVATE PEDESTRIAN EASEMENT" (P.P.E.)

KB HOME SACRAMENTO INC., A CALIFORNIA CORPORATION

BY: _____ DATE: _____
LEO PANTOJA, VICE PRESIDENT PLANNING

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL
SIGNATURE _____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____ EXPIRES: _____

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "THE WILDCAT WEST" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME SACRAMENTO INC. ON FEBRUARY 2, 2024. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

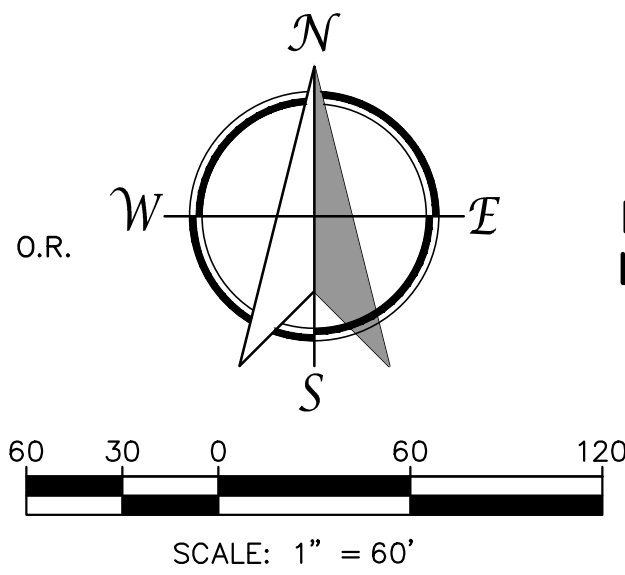
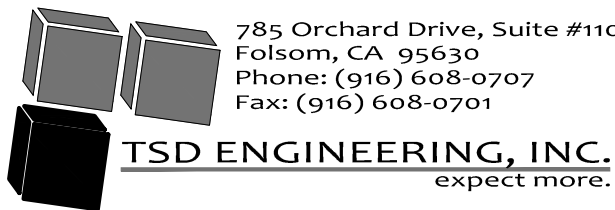
DATED: _____

JOHN E. KLAMM, L.S. 7375
LICENSE EXPIRES: DECEMBER 31, 2025



FINAL MAP OF THE WILDCAT WEST

BEING ALL OF PARCEL 3, AS SHOWN ON THE PARCEL MAP OF WILDCAT WEST, FILED IN BOOK 36 OF PARCEL MAPS, AT PAGE 100 LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M. CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
AUGUST 2024



REFERENCES

- (1) BOOK Z OF MAPS, AT PAGE 94
- (2) BOOK 35 OF PARCEL MAPS, AT PAGE 127
- (3) BOOK DD OF MAPS, AT PAGE 92
- (4) BOOK DD OF MAPS, AT PAGE 93
- (5) BOOK EE OF MAPS, AT PAGE 8
- (6) DOC-2017-00312220, O.R. & DOC-2019-0055168, O.R.
- (7) DOC-2017-00312222, O.R.
- (8) BOOK 36 OF PARCEL MAPS, AT PAGE 100.

BASIS OF BEARINGS:

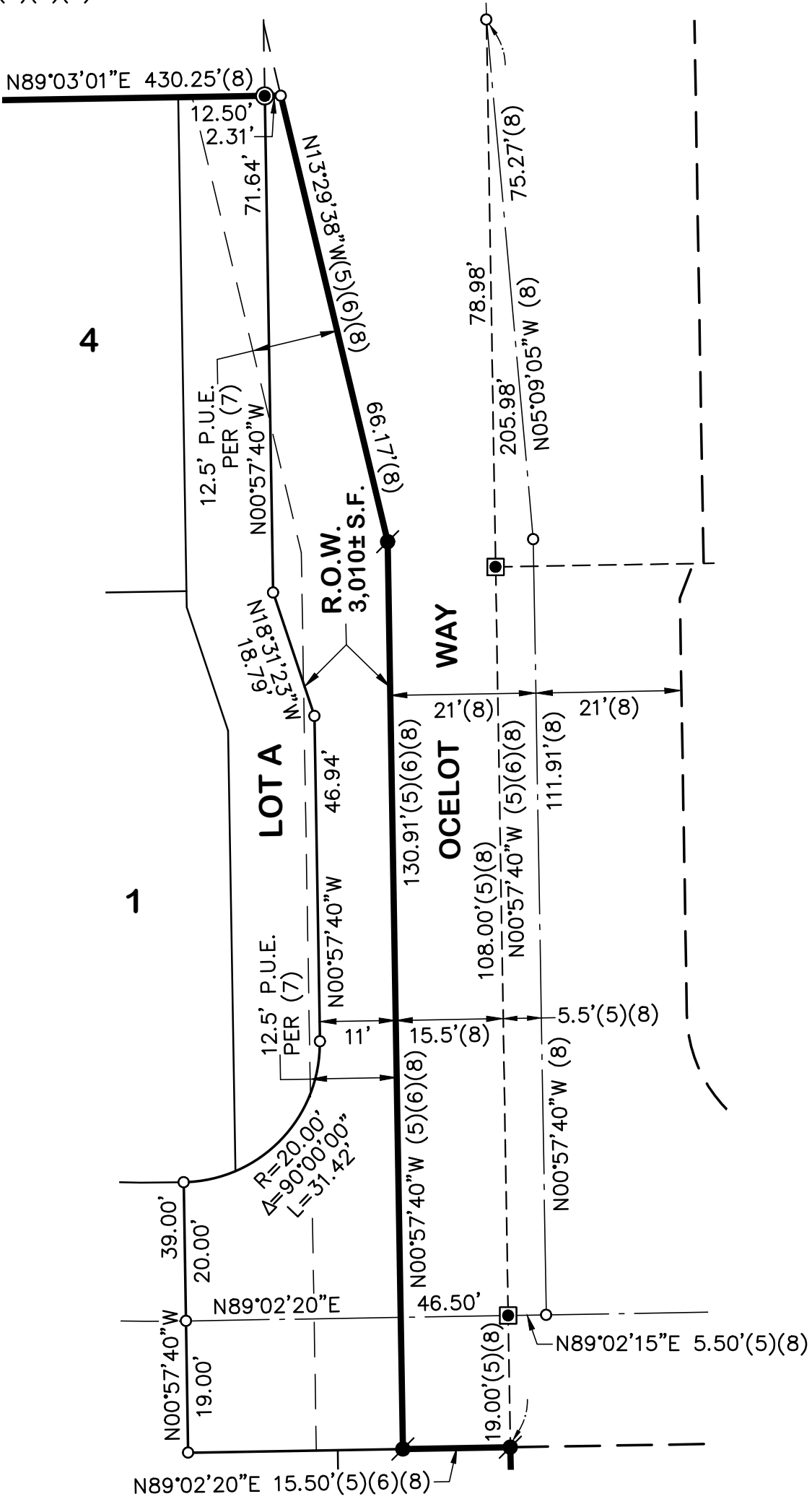
BEARINGS SHOWN HEREON ARE BASED UPON FOUND MONUMENTS LOCATED ON THE WESTERLY BOUNDARY OF LOT 3, AS SHOWN ON THE FINAL MAP OF "WHITNEY RANCH LARGE LOT SUBDIVISION", FILED IN BOOK Z OF MAPS, AT PAGE 94, PLACER COUNTY RECORDS, THE BEARING OF WHICH IS GIVEN AS N00°56'59"E.

NOTES:

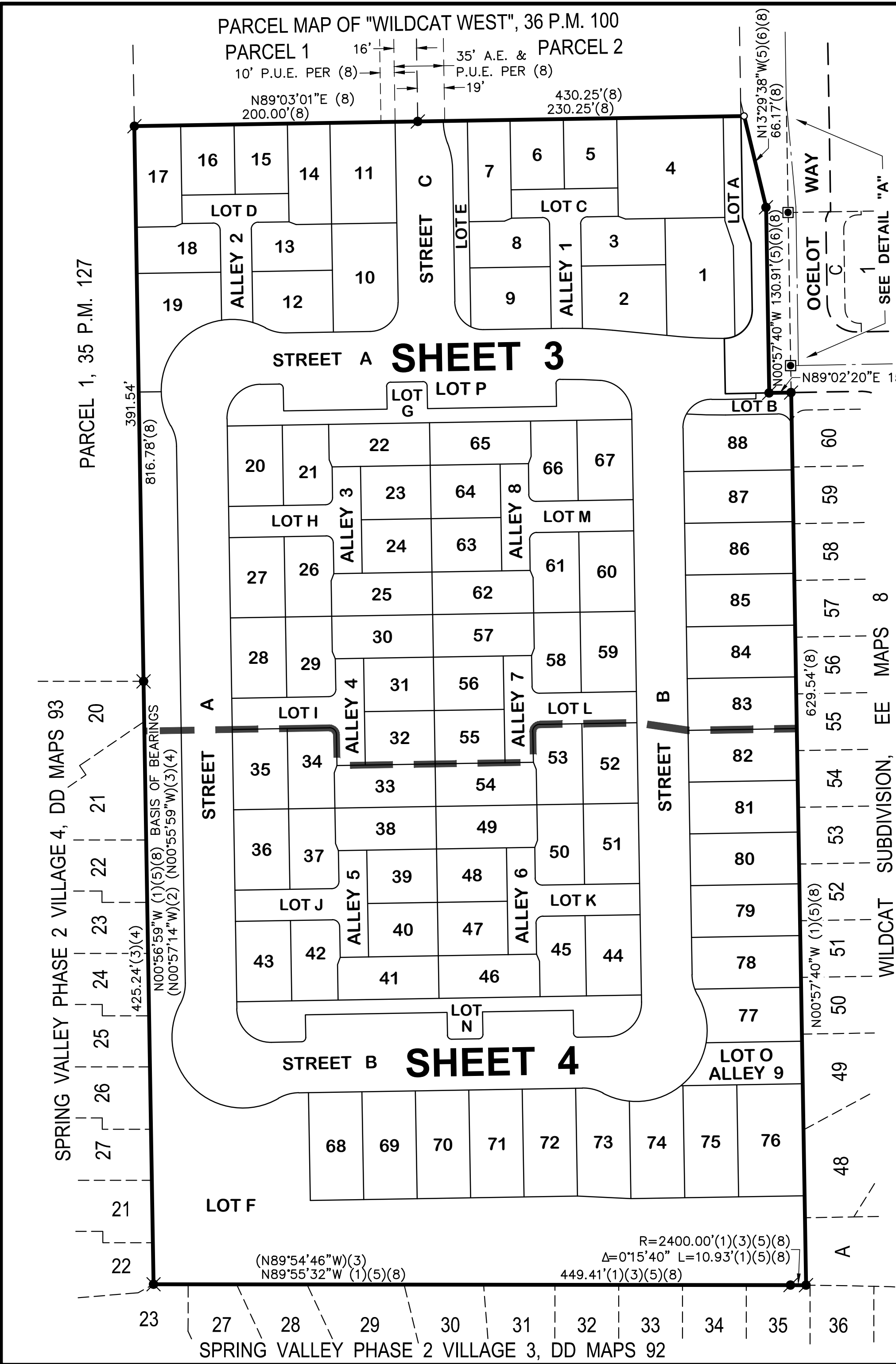
- 1. THIS FINAL MAP CONTAINS 8.592± ACRES GROSS, AND CREATES 88 RESIDENTIAL LOTS AND 16 MISCELLANEOUS LOTS.
- 2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN FEET AND DECIMALS THEREOF.
- 3. ALL CURVES ARE DIMENSIONED WITH RADIUS (R), DELTA (Δ) AND ARC LENGTH (L).
- 4. THE SUM OF THE INDIVIDUAL PARTS OF ANY GIVEN LINE MAY NOT EQUAL OVERALL DUE TO ROUNDING.
- 5. SEE SHEET 4 OF 4 FOR TYPICAL EASEMENT DETAIL ADJACENT TO ALL ALLEYS.
- 6. ALL REAR LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS. 7375". REAR LOT CORNERS ADJACENT TO WALLS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS. 7375" SET INSIDE THE LOT 2.00 FEET FROM THE REAR CORNER ALONG THE LOT LINE.
- 7. ALL FRONT LOT CORNERS SHALL BE MONUMENTED WITH A 1" BRASS DISC STAMPED "LS 7375" SET 1.00 FOOT ALONG THE EXTENSION OF THE LOT LINE IN THE SIDEWALK OR ALLEY.

LEGEND

- DIMENSION POINT (NOTHING FOUND OR SET)
- FOUND 2" BRASS DISC STAMPED "LS 8752" IN STANDARD CITY MONUMENT IN WELL PER (5)
- FOUND 5/8" REBAR WITH PLASTIC CAP "LS 7375" PER (8)
- ⊗ FOUND 3/4" IRON PIPE WITH PLASTIC CAP STAMPED "LS 6815" PER (3)(4)
- FOUND 1" BRASS DISC STAMPED "LS 7375" IN SIDEWALK
- ⊗ SET 5/8" REBAR WITH PLASTIC CAP "LS 7375"
- ⊗ SET 6" MAG SPIKE & WASHER STAMPED "LS 7375"
- ⊗ SET STANDARD CITY MONUMENT IN WELL "LS 7375"
- A.E. ACCESS EASEMENT
- P.P.E. PRIVATE PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- (R) RADIAL LINE

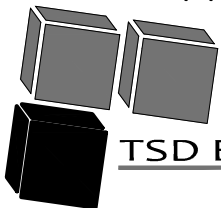


DETAIL "A"
SCALE: 1"=20'



FINAL MAP OF THE WILDCAT WEST

BEING ALL OF PARCEL 3, AS SHOWN ON THE PARCEL MAP OF WILDCAT WEST, FILED IN BOOK 36 OF PARCEL MAPS, AT PAGE 100 LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M. CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
AUGUST 2024

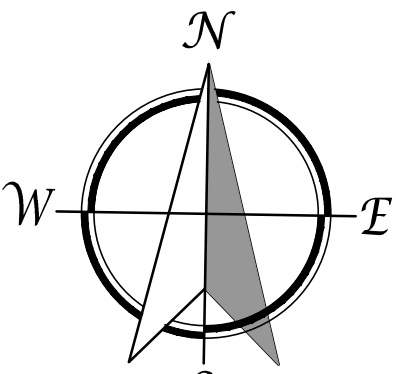


785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

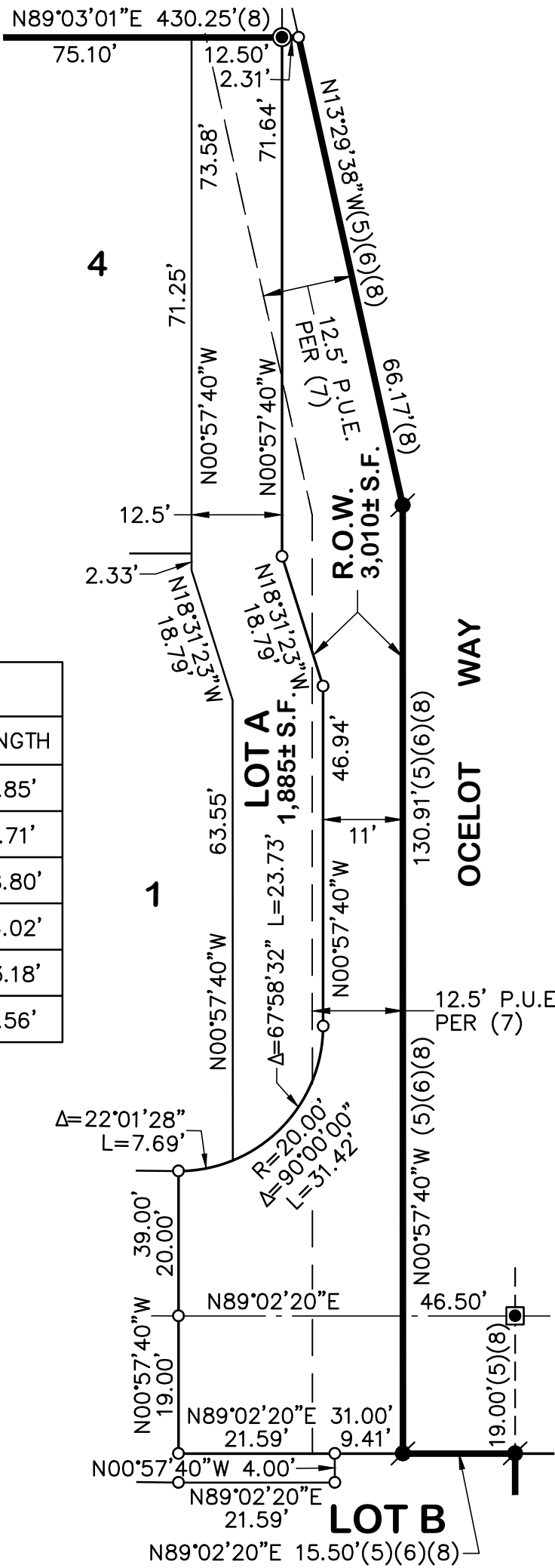
TSD ENGINEERING, INC.
expect more.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°03'01"E	21.67'
L2	N67°14'56"E	5.39'
L3	N69°08'54"W	5.39'
L4	N22°45'04"W	5.39'
L5	N20°51'06"E	5.39'
L6	N00°56'59"W	21.67'
L7	N89°02'20"E	36.82'

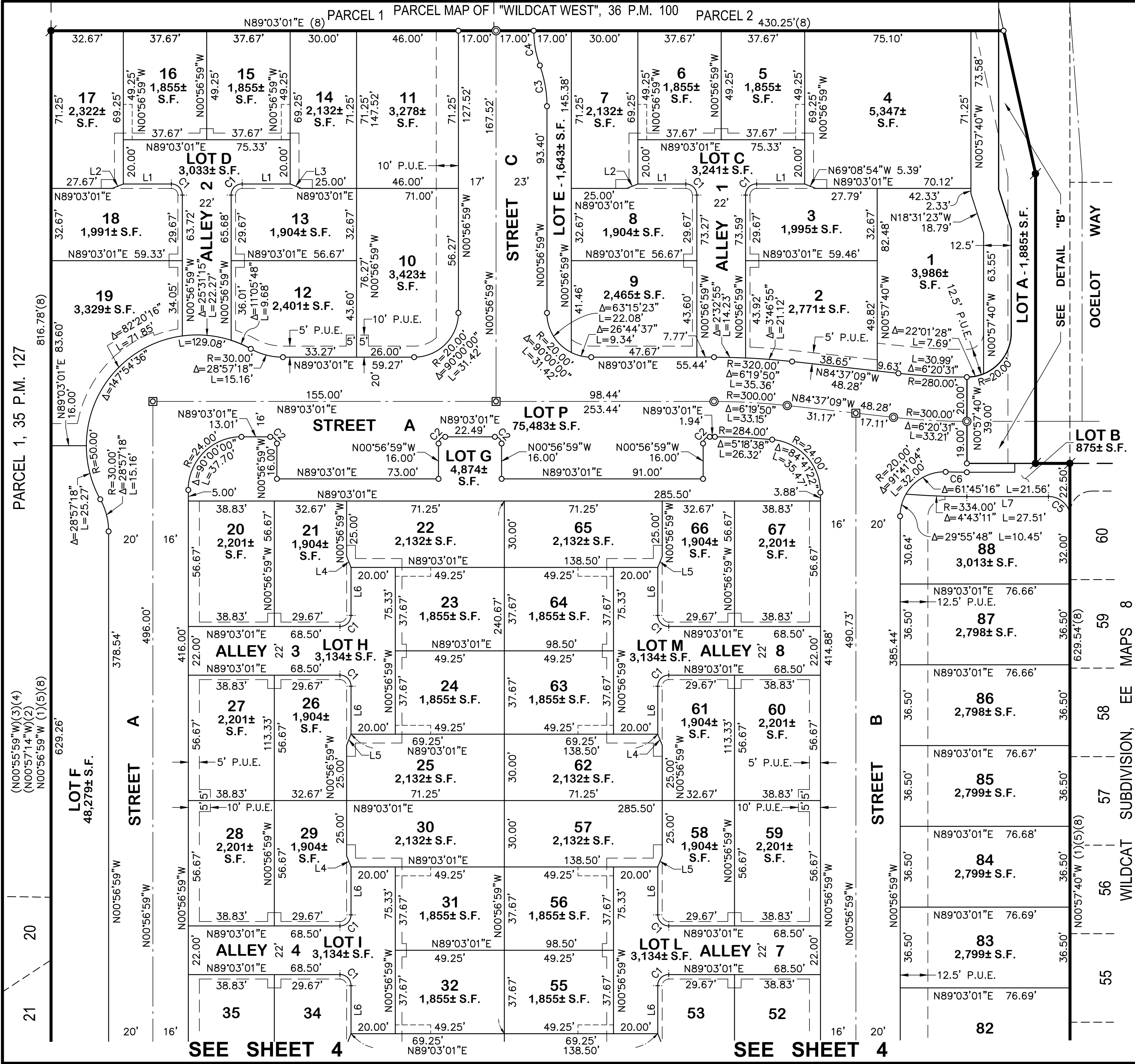
CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	5.00'	90°00'00"	7.85'
C2	3.00'	90°00'00"	4.71'
C3	54.00'	19°56'54"	18.80'
C4	46.00'	19°56'54"	16.02'
C5	10.00'	75°31'16"	13.18'
C6	323.00'	Δ=1°41'45"	9.56'



SCALE: 1" = 30'



DETAIL "B"
SCALE: 1"=20'

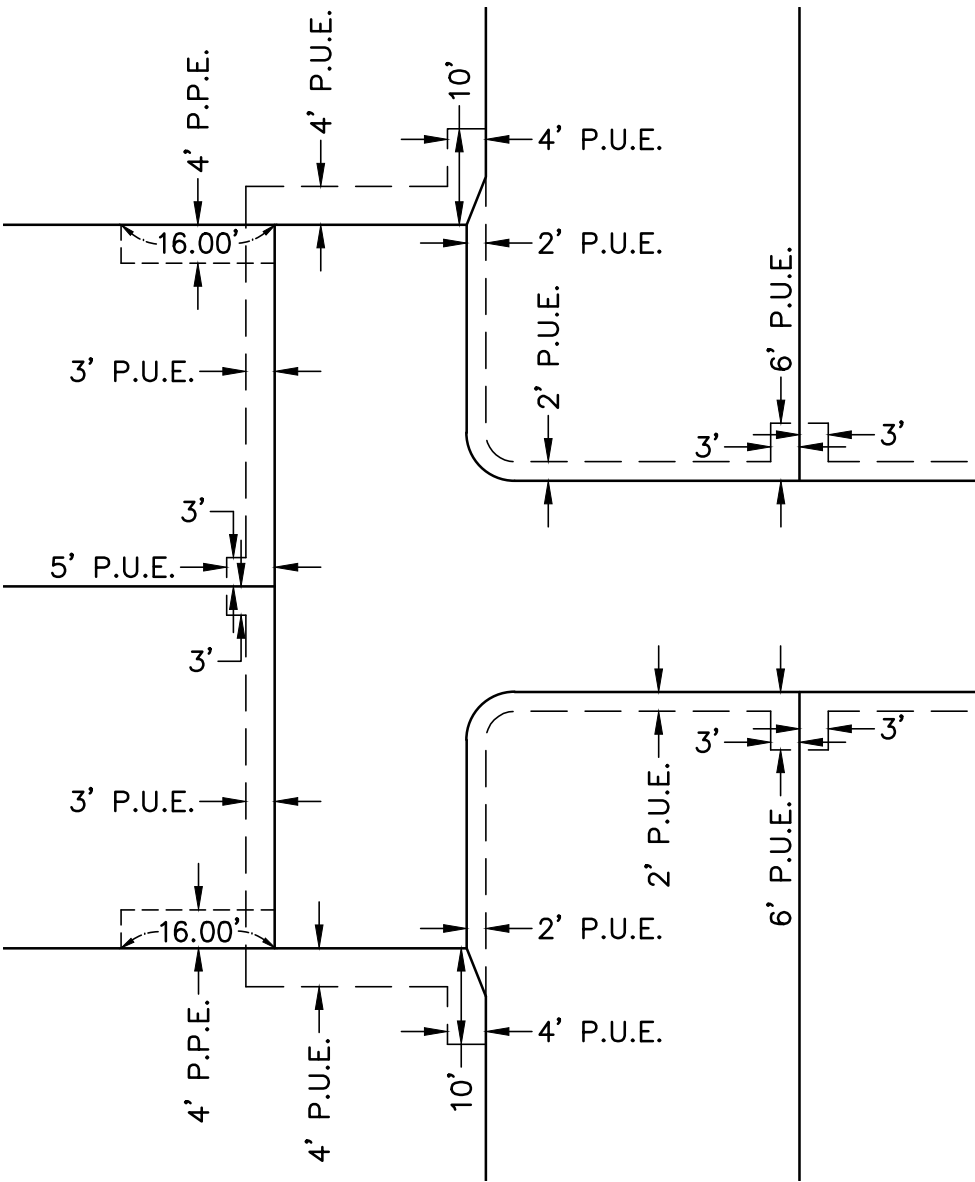
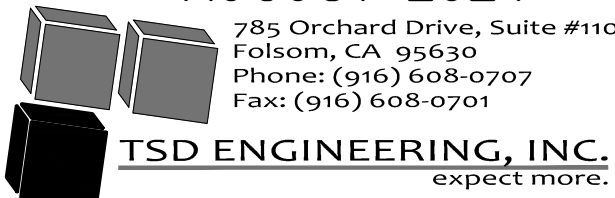


SEE SHEET 4

SEE SHEET 4

FINAL MAP OF
THE WILDCAT WEST

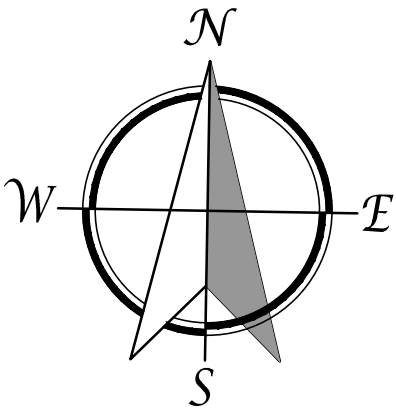
BEING ALL OF PARCEL 3, AS SHOWN ON
THE PARCEL MAP OF WILDCAT WEST, FILED
IN BOOK 36 OF PARCEL MAPS, AT PAGE 100
LYING IN THE SOUTHEAST 1/4 OF SECTION 3,
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, COUNTY OF PLACER,
STATE OF CALIFORNIA
AUGUST 2024



TYPICAL EASEMENT DETAIL
ADJACENT TO ALL ALLEYS
SCALE: 1"=20'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	5.00'	90°00'00"	7.85'
C2	3.00'	90°00'00"	4.71'

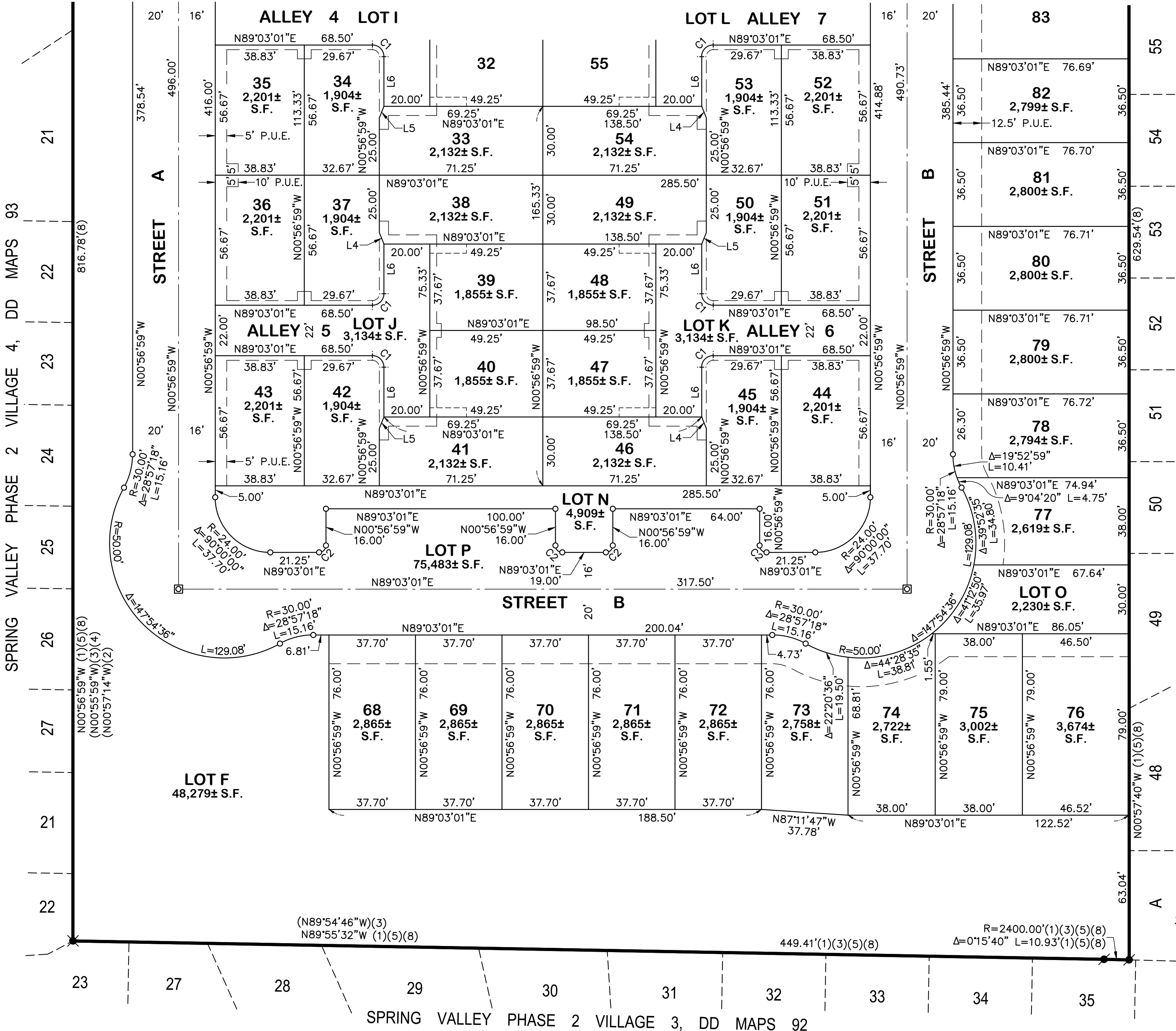
LINE TABLE		
LINE #	BEARING	LENGTH
L4	N22°45'04"W	5.39'
L5	N20°51'06"E	5.39'
L6	N00°56'59"W	21.67'



SCALE: 1" = 30'

SEE SHEET 3

SEE SHEET 3



SPRING VALLEY PHASE 2 VILLAGE 3, DD MAPS 92

EXHIBIT B
SUBDIVISION IMPROVEMENT AGREEMENT

Recording Requested by
and Return to:

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

No Fee Per Gov't Code §27383

Subdivision Name: Wildcat West
Subdivision No.: SD2022-0001
Recorded at: Book _____ of Maps, at Page _____,
Placer County Recorder
Principal: KB Home Sacramento Inc., A California
Corporation
Effective Date: August 27, 2024

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is entered into by and between the City of Rocklin, hereinafter called "City," and KB Home Sacramento Inc., a California Corporation, hereinafter called "Principal," on the 27th day of August, 2024.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Wildcat West ("the Subdivision").
2. Principal wishes to have filed for record a final subdivision map, ("the Map"), in substantial conformity with the approved tentative map. A copy of the plat of the Map is attached hereto as Exhibit 1 and by this reference incorporated herein.
3. City has approved the Map, subject to the execution of this Agreement.
4. Principal is willing to execute this Agreement as a condition precedent to the recording of the Map.
5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

6. **Acceptance of Easements.** City hereby accepts on behalf of the public all easements offered for dedication on the Map, in accordance with the conditions hereinafter set forth.

7. **Improvements.** Principal agrees to complete all the works of improvement ("the Improvements") required for the Subdivision as shown on the final improvement plans for the Subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the Improvements. Such work will be completed within twelve **(12) months** of the date of this Agreement.

8. **Acceptance of Improvements upon Completion.** Upon satisfactory completion of the Improvements in accordance with the approved improvement plans, the Standard Specifications and the conditions of approval of the tentative Subdivision Map, City agrees to issue a Notice of Completion of the work and accept any on-site or off-site easements, subject to the provisions of Paragraph 10 hereof.

9. **Notice Regarding Construction.** Principal shall notify the City Engineer 48 hours prior to commencement of construction of the Improvements.

10. **Warranty.** Principal agrees to remedy any defects in the Improvements arising from faulty or defective design or construction of said Improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the City Council.

11. **Indemnity and Hold Harmless.** Principal agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorney's fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principal, any subcontractor of Principal, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Principal's obligation under this paragraph or this Agreement.

12. **Delay.** If the construction of the Improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. **Security.** Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and

guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purposes:

(a) **Performance:** One hundred percent (100%) of the estimated cost of the outstanding Improvements securing performance of this Agreement, which estimated cost is in the amount of: **One Million Three Hundred Thirty-Four Thousand, Thirty-Seven dollars (\$1,334,037.00).**

(b) **Payment of Labor and Materials:** One hundred percent (100%) of the estimated cost of the outstanding Improvements, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of Improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

(c) **Warranty:** The amount of: **Three Hundred Seventy-Two Thousand Thirty-Three dollars (\$372,033.00)** to guarantee and warrant the Improvements for a period of one (1) year following the completion and acceptance of the Improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the Improvements, but must be provided prior to their acceptance.

(d) **Survey Monumentation:** One hundred percent (100%) of the estimated cost of the installation of survey monuments, which estimated cost is in the amount of: **Three Thousand Seven Hundred Fifty dollars (\$3,750.00)**

14. **Irrevocability of Security.** The improvement security furnished pursuant to Paragraph 13 shall be irrevocable, shall not be limited as to time (except as to the 1-year period specified in Paragraph 10), and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or delegate.

15. **Actions.** At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 13, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

16. **Inspection; Release of Security For Faithful Performance.** Principal may, from time to time, request the City Engineer to inspect the Improvements as they progress. The City Engineer may, if the work is found by City Engineer to be in accordance with the Standard Specifications, choose to accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 13(a); provided, however, that in no event shall the release of more than eighty (80%) of the improvement security be authorized until all the work has been completed and accepted.

17. **Release of Remaining Security For Faithful Performance: Warranty.**

At the conclusion of the construction of the Improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer shall authorize the release of the security provided pursuant to Paragraph 13(a) upon the furnishing of the warranty security as required by Paragraph 13(c).

18. **Release of Security Where Other Agency Approval Required.**

Notwithstanding paragraphs 16 and 17, where any portion of the Improvements is subject to approval by another agency, no release of security equal to the value of those Improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

19. **Release of Labor and Materials Security.** Ninety (90) days after a notice of completion is filed with respect to the Improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 13(b) of this agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it.

20. **Insurance.** Principal shall procure and maintain for the duration of the contract insurance 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 Principal, its agents, representatives, or employees.

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 0001 covering, Code 1 (any auto), or if Principal has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance 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.

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 Principal 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 Principal'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 Principal's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Principal's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.** Principal hereby grants to City a waiver of any right to subrogation which any insurer of said Principal may acquire against the City by virtue of the payment of any loss under such insurance. Principal 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 Principal to 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 provide coverage on a claims made basis:

- 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 Principal must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage.** Principal 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 Principal’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.** Principal shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Principal 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.

21. **Monuments.** Principal agrees to install, on or before **December 31, 2025**, such survey monuments as may be required by the City Engineer. Upon the installation of such monuments, and their acceptance by the City Engineer, the security provided therefor shall be released.

22. **Failure of Performance.** In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and/or Principal.

23. **Attorney's Fees.** If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret

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

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

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

24. **Agreement Binding on Successors, Etc.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the Map.

25. **Subdivision Map Act Controlling.** To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

26. **Waiver.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

PRINCIPAL

KB Home Sacramento Inc., A California Corporation
(Name of Principal)

By: _____
Leo Pantoja, (Date)
Vice President Planning

APPROVED AS TO FORM:

Matthew McOmber,
City Attorney

ATTEST:

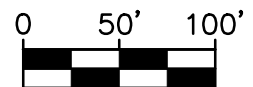
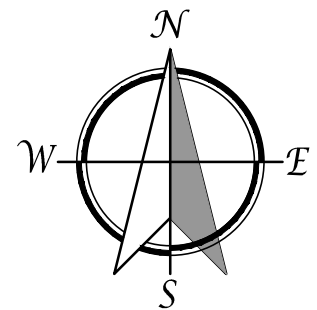
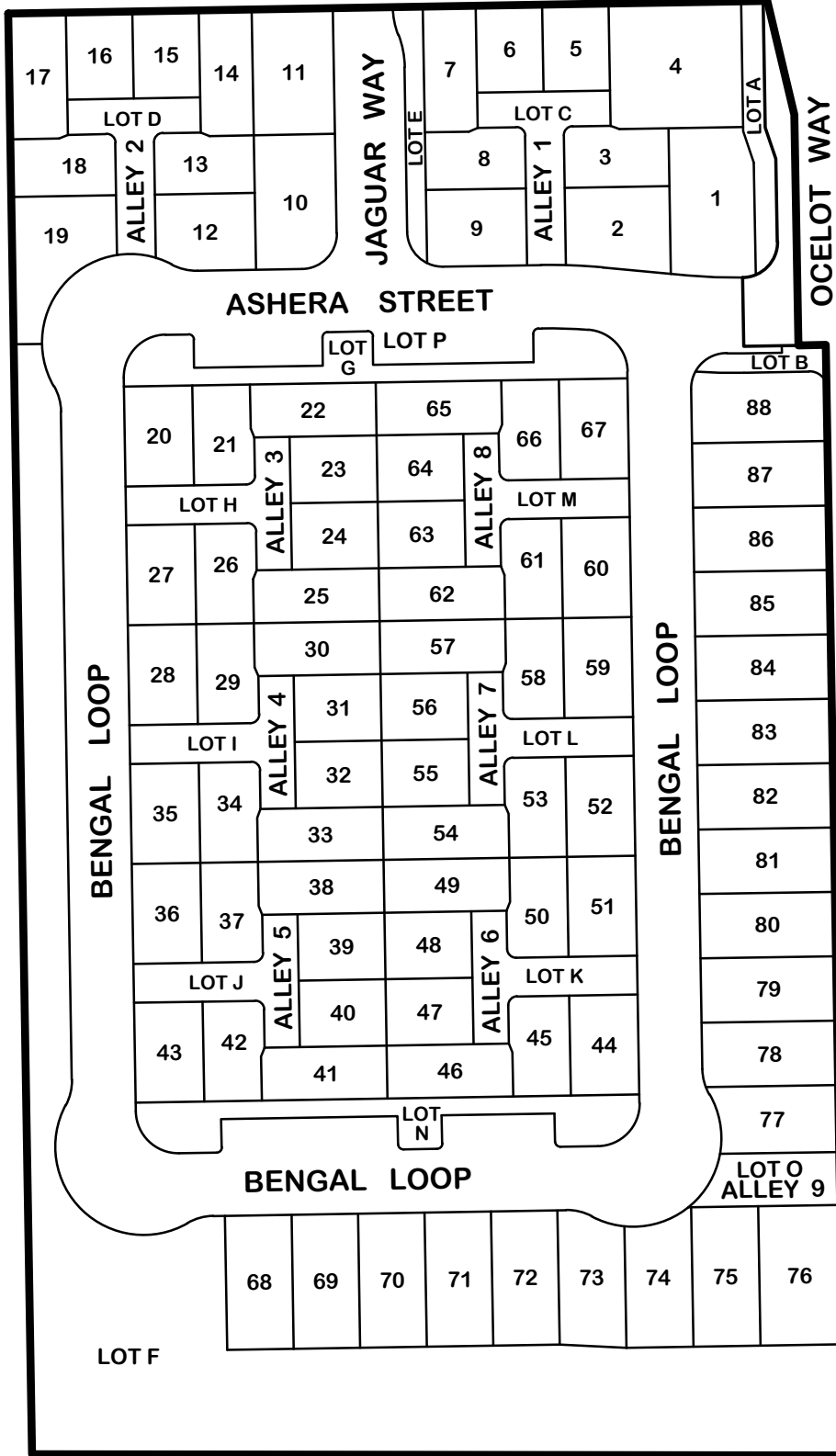
Avinta Singh, City Clerk

ATTACH CURRENT NOTARY
ACKNOWLEDGEMENT FORM
FOR CITY OF ROCKLIN

ATTACH CURRENT NOTARY
ACKNOWLEDGEMENT FORM
FOR PRINCIPAL

EXHIBIT 1
TO SUBDIVISION IMPROVEMENT AGREEMENT
PLAT OF FINAL MAP

EXHIBIT "1" FINAL MAP THE WILDCAT WEST



1" = 100'

PAGE 1 OF EXHIBIT "1" OF
SUBDIVISION IMPROVEMENT AGREEMENT
RESOLUTION NO. 2024-

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION LANDSCAPING AGREEMENT OF
WILDCAT WEST SUBDIVISION (SD2022-0001)

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

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

A. That a final subdivision map for a subdivision known as Wildcat West Subdivision (SD2022-0001) (the "Subdivision") has been submitted by KB Home Sacramento Inc., a California Corporation (the "Subdivider") for approval;

B. That certain subdivision landscaping improvements which were made conditions of the tentative subdivision map have not been completed and accepted, and Subdivider has executed and provided security for a subdivision landscaping agreement obligating Subdivider to complete the landscaping improvements within a specified period of time. Subdivider requests the City Council to accept the subdivision landscaping agreement in satisfaction of the tentative map condition.

Section 2. The subdivision landscaping agreement attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and accepted as satisfaction of the tentative map subdivision landscaping improvement conditions, and the City Manager is authorized and directed to execute the agreement on behalf of the City.

Section 3. The City Clerk is directed to record the subdivision landscaping agreement when fully executed and notarized in the office of the Placer County Recorder.

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

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A

SUBDIVISION LANDSCAPING AGREEMENT

Recording Requested by
and Return to:

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

No Fee Per Gov't Code §27383

Subdivision Name: Wildcat West
Subdivision No.: SD2022-0001
Recorded at: Book _____ of Maps, at Page _____,
Placer County Recorder
Principal: KB Home Sacramento Inc., A California
Corporation
Effective Date: August 27, 2024

SUBDIVISION LANDSCAPING AGREEMENT

This Subdivision Landscaping Agreement is entered into by and between the City of Rocklin, hereinafter called "City," and KB Home Sacramento Inc., a California Corporation, hereinafter called "Principal," on the 27th day of August, 2024.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Wildcat West ("the subdivision").
2. Principal wishes to have filed for record a final subdivision map, ("the map"), in substantial conformity with the approved tentative map. A copy of the plat of the map is attached hereto as Exhibit 1 and by this reference incorporated herein.
3. City has approved the map, subject to the execution of this Agreement.
4. Principal is willing to execute this Agreement as a condition precedent to the recording of the map.
5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

6. **Improvements.** Principal agrees to complete all the works of landscaping improvement ("the Improvements") required for the subdivision as shown on the final landscaping plans for the subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the Improvements. Such work will be completed within twelve (12) months of the date of this Agreement.

7. **Acceptance of Improvements upon Completion.** Upon satisfactory completion of the Improvements in accordance with the approved landscaping plans, the Standard Specifications and the conditions of approval of the tentative subdivision map, City agrees to accept for maintenance the Improvements and any off-site easements accepted by City, subject to the provisions of Paragraph 9 hereof.

8. **Notice Regarding Construction.** Principal shall notify the City Engineer 48 hours prior to commencement of construction of the Improvements.

9. **Warranty.** Principal agrees to remedy any defects in the Improvements arising from faulty or defective design or construction of said Improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the City Council.

10. **Indemnity and Hold Harmless.** Principal agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorneys fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principal, any subcontractor of Principal, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Principal's obligation under this paragraph or this Agreement.

11. **Delay.** If the construction of the Improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

12. **Security.** Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. Such Improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or

deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purposes:

a. **Performance:** One hundred percent (100%) of the estimated cost of the Improvements securing performance of this Agreement, which estimated cost is in the amount of: **Three Hundred Twenty-Eight Thousand One Hundred dollars (328,100.00).**

b. **Payment of Labor and Materials:** One hundred percent (100%) of the estimated cost of the Improvements, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of Improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

c. **Warranty:** The amount of **Sixty-Five Thousand Six Hundred Twenty dollars (\$65,620.00)** to guarantee and warrant the Improvements for a period of one (1) year following the completion and acceptance of the Improvements against any defects in the Improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the Improvements, but must be provided prior to their acceptance.

13. **Irrevocability of Security.** The Improvement security furnished pursuant to Paragraph 12 shall be irrevocable, shall not be limited as to time (except as to the twelve (12) month period specified in Paragraph 9), and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or delegate.

14. **Actions.** At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 12, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

15. **Inspection; Release of Security For Faithful Performance.** Principal may, from time to time, request the City Engineer to inspect the Improvements as they progress. The City Engineer may, if the work is found by City Engineer to be in accordance with the Standard Specifications, choose to accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 12(a); provided, however, that in no event shall the release of more than eighty (80%) of the Improvement security be authorized until all the work has been completed and accepted.

16. **Release of Remaining Security For Faithful Performance: Warranty.** At the conclusion of the construction of the Improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer

shall authorize the release of the security provided pursuant to Paragraph 12(a) upon the furnishing of the warranty security as required by Paragraph 12(c).

17. **Release of Security Where Other Agency Approval Required.** Notwithstanding paragraphs 15 and 16, where any portion of the Improvements is subject to approval by another agency, no release of security equal to the value of those Improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

18. **Release of Labor and Materials Security.** Ninety (90) days after a notice of completion is filed with respect to the Improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 12(b) of this agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it.

19. **Insurance.** Principal shall procure and maintain for the duration of the contract insurance 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 Principal, its agents, representatives, or employees.

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 0001 covering, Code 1 (any auto), or if Principal has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation** insurance 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.

iv.

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 Principal 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 Principal'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 Principal's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Principal's insurance and shall not contribute to it.

iii. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to the City.

iv. **Waiver of Subrogation.** Principal hereby grants to City a waiver of any right to subrogation which any insurer of said Principal may acquire against the City by virtue of the payment of any loss under such insurance. Principal 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.

v. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Principal to 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.

vi. **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. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. 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 Principal must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

vii. **Verification of Coverage.** Principal 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 Principal'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.

viii. **Subcontractors.** Principal shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Principal shall ensure that City is an additional insured on insurance required from subcontractors.

ix. **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.

20. **Failure of Performance.** In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and/or Principal.

21. **Attorney's Fees.** If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums

allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

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

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

22. **Agreement Binding on Successors, Etc.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

23. **Subdivision Map Act Controlling.** To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

24. **Waiver.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

PRINCIPAL

KB Home Sacramento Inc., a California Corporation
(*Name of Principal*)

By: _____
Leo Pantoja, (Date)
Vice President Planning

APPROVED AS TO FORM:

Matthew McOmber,
City Attorney

ATTEST:

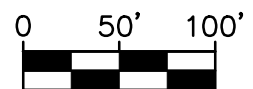
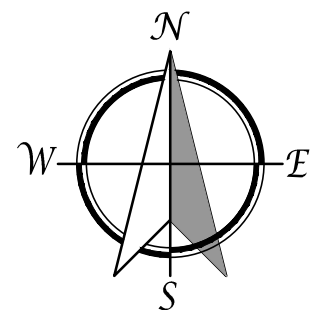
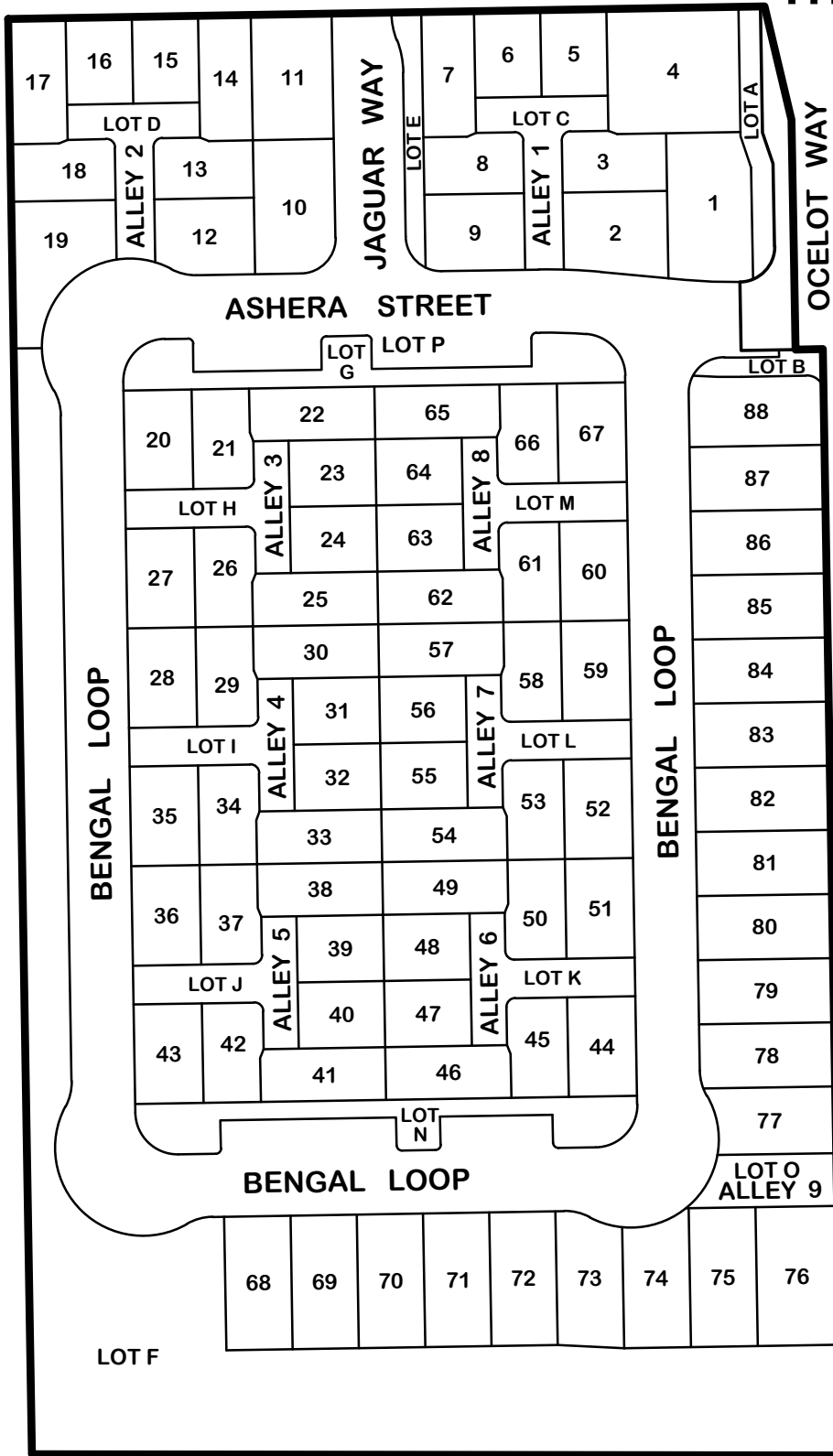
Avinta Singh, City Clerk

**ATTACH CURRENT NOTARY
ACKNOWLEDGEMENT FORM
FOR CITY OF ROCKLIN**

**ATTACH CURRENT NOTARY
ACKNOWLEDGEMENT FORM
FOR PRINCIPAL**

EXHIBIT 1
TO SUBDIVISION LANDSCAPING AGREEMENT

EXHIBIT "1" FINAL MAP THE WILDCAT WEST



1" = 100'

PAGE 1 OF EXHIBIT "1" OF
SUBDIVISION LANDSCAPING AGREEMENT
RESOLUTION NO. 2024-



City Council Staff Report

Subject: Various Personnel Updates

Date: August 27, 2024

Submitted By: Tameka Usher, Administrative Services Director

Department: Administrative Services - Human Resources

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin to Reallocate and Retitle 2.0 FTE Information Technology Analyst Positions as 1.0 FTE Information Technology Analyst I/II in the Confidential Bargaining Unit and 1.0 FTE Information Technology Analyst I/II in the Public Service Employee's Bargaining Unit (AFSCME Council 57, Local 146-AFL-CIO) and Adopt Revised Confidential and Public Service Employee's Bargaining Unit Salary Schedules.

Background:

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

The City has an Information Technology Analyst (journey-level) and a Senior Information Technology Analyst (advanced journey-level) classification series. No change is recommended for the Senior Information Technology Analyst. However, the City does not have an entry-level Information Technology Analyst classification. Due to previous failed recruitments, staff recommends creating a flexibly staffed Information Technology Analyst classification series, which would be titled Information Technology Analyst I (new entry-level) and Information Technology Analyst II (the current level titled Information Technology Analyst). Creating an Information Technology Analyst I/II will create additional internal career growth from the Information Technology Specialist classification series and will allow hiring to be made at the either the I or II level. Introducing this model in the Information Technology Analyst classification series will not impact current staff. In addition, this flexible staffing concept is not new to the City, which currently uses this model for the GIS Analyst I/II, Building Inspector I/II, and Accountant I/II.

To implement this change, staff recommends the following:

- Reallocate 2.0 FTE Information Technology Analyst allocations to Information Technology I/II in the Administrative Services Department.
 - Public Service Employees' Bargaining Unit Salary Schedule:
 - Delete 1.0 FTE Information Technology Analyst and add 1.0 FTE Information Technology Analyst I/II.

- Set the salary range for the newly created I-level at salary range 35 (The II-level salary shall remain at salary range 39).
- Confidential Salary Schedule:
 - Delete 1.0 FTE Information Technology Analyst and add 1.0 FTE Information Technology Analyst I/II.
 - Set the salary range for the newly created I-level at salary range of 30 (The II-level salary shall remain at salary range 34).

Fiscal Impact:

There is no direct fiscal impact on the General Fund from the staff recommendation.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Confidential Salary Schedule
3. Resolution Exhibit B - Public Service Employees' Bargaining Unit Salary Schedule A and B

RESOLUTION NO. 2024-

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO REALLOCATE AND RETITLE 2.0 FTE INFORMATION TECHNOLOGY ANALYST POSITIONS AS 1.0 FTE INFORMATION TECHNOLOGY ANALYST I/II IN THE CONFIDENTIAL BARGAINING UNIT AND 1.0 FTE INFORMATION TECHNOLOGY ANALYST I/II IN THE PUBLIC SERVICE EMPLOYEES' BARGAINING UNIT (AFSCME COUNCIL 57, LOCAL 146-AFL-CIO) AND ADOPT REVISED CONFIDENTIAL AND PUBLIC SERVICE EMPLOYEES' BARGAINING UNIT SALARY SCHEDULES

WHEREAS, to increase efficiency and effectiveness in the recruitment and retention of Information Technology employees and delivery of services, a new Information Technology Analyst I/II flex class specification was created; and

WHEREAS, staff recommends reallocating and retitling 2.0 FTE Information Technology Analyst positions in the Administrative Services Department as Information Technology Analyst I/II and allocating 1.0 FTE to the Confidential Bargaining Unit and 1.0 FTE to the Public Service Employees Bargaining Unit (AFSCME) with corresponding updates to the applicable salary schedules; and

WHEREAS, staff recommends deleting the Information Technology Analyst from the Confidential Salary Schedule and adding the Information Technology Analyst I/II to the Confidential Salary Schedule with the I-level at salary range 30 and the II-level at salary range 34; and

WHEREAS, staff recommends deleting the Information Technology Analyst from the Public Service Employees (AFSCME) Salary Schedules A and B, respectively, and adding the Information Technology Analyst I/II to the Public Service Employees Salary Schedules A and B with the I-level at salary range 35 and the II-level at salary range 39; and

WHEREAS, the recommended changes require the City Council to approve the updates to each of the Confidential and Public Service Employees' Bargaining Unit Salary Schedules, respectively.

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

Section 1. The Recitals set forth in this Resolution are true and correct and hereby incorporated by reference.

Section 2. Effective August 27, 2024, the City Council approves reallocating and retitling 2.0 FTE Information Technology Analyst positions in the Administrative Services Department to 1.0 FTE Information Technology Analyst I/II in the Confidential Bargaining

Unit and 1.0 FTE Information Technology Analyst I/II in the Public Service Employees Bargaining (AFSCME).

Section 3. Effective August 27, 2024, the updated City of Rocklin Confidential Salary Schedule for the Information Technology Analyst I and II as set forth and (attached hereto as Exhibit A) is adopted.

Section 4. Effective August 27, 2024, the updated City of Rocklin Public Service Employees' Bargaining Unit Salary Schedule Salary Schedule A and B for the Information Technology Analyst I and II as set forth and (attached hereto as Exhibit B) is adopted.

PASSED AND ADOPTED this 27^h day of August, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE
(Annual Salary)
Effective August 27, 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 I	30	80,954	83,788	86,720	89,755	92,897	96,148	99,513	102,996	106,601	110,332
Information Technology Analyst II	34	89,358	92,486	95,723	99,073	102,541	106,130	109,844	113,689	117,668	121,786

CITY OF ROCKLIN
PUBLIC SERVICE EMPLOYEES SALARY SCHEDULE B
(Annual Salary)
Effective August 27, 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 Information Technology Analyst I	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	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
Information Technology Analyst II 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 Information Technology Analyst I	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 II 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 Council Staff Report

Subject: Accounts Paid List - April to June 2024

Date: August 27, 2024

Submitted By: Diane Ahn, Accounting Officer
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:

Receive the Accounts Paid List for April 1, 2024 to June 30, 2024.

Background:

The Accounts Paid List (Attachment 1) details expenses paid to vendors, types of expenses, and the amount paid for the period between April 1, 2024 to June 30, 2024.

Fiscal Impact:

This report will not have a direct fiscal impact. The items included are either within the budget or have been approved through budget amendments.

ATTACHMENTS:

1. [Accounts Paid List April to June 2024](#)



City of Rocklin

ACCOUNTS PAID LIST

for

April 01, 2024 through June 30, 2024

meeting of

August 27, 2024

A handwritten signature in blue ink, appearing to read "T. A. Sch...", written over a horizontal line.

Deputy Director of Administrative Services

A handwritten date "08/05/2024" in blue ink, written over a horizontal line.

DATE



City of Rocklin

Accounts Paid Summary

From: 4/1/24 To: 6/30/24

<u>Vendor Name</u>	<u>Total Amount Paid</u>
347 GROUP, INC	INFRASTRUCTURE 939.60
4LEAF, INC.	PROFESSIONAL SERVICES 30,790.44
AAA CRANE SERVICE, LLC	REPAIR & MAINTENANCE 440.00
ADVANCED INTEGRATED PEST MANAGEMENT	MAINTENANCE CONTRACTS 3,410.00
ADVANTAGE GEAR, INC.	UNIFORMS 2,056.81
AFSCME DISTRICT COUNCIL 57	PAYROLL DEDUCTS PAYABLE 7,325.27
AIR EXCHANGE INC.	FACILITIES REPAIRS AND MAINT 3,164.75
ALEX SCHNETZ	TRAVEL/TRAINING/MEALS 53.30
ALTEC INDUSTRIES INC.	PROFESSIONAL SERVICES 1,842.35
AMERICAN BIKE PATROL SERVICES	TRAVEL/TRAINING/MEALS 3,795.00
AMERICAN PAVEMENT SYSTEMS, INC.	INFRASTRUCTURE 298,290.50
ANDRE BOOKER	TRAVEL/TRAINING/MEALS 120.00
ANDREW BARRINGTON	TRAVEL/TRAINING/MEALS 243.77
ANIMAL DAMAGE MANAGEMENT, INC.	PROFESSIONAL SERVICES 3,935.00
APS ENVIRONMENTAL, INC.	PROFESSIONAL SERVICES 1,575.00
ARC DOCUMENT SOLUTIONS, LLC	RENTAL/LEASE 2,320.76
ARCSTREM LLC	INSTRUCTIONAL SERVICES 1,706.25
ARROW FENCE COMPANY	PROPERTY DAMAGE EXPENDITURE 3,200.00
AT&T	COMMUNICATIONS 97,086.46
AT&T MOBILITY	COMMUNICATIONS 23,221.07
AVDIS & CUCCHI, LLP	PROFESSIONAL SERVICES 74,500.00
AZCO SUPPLY INC.	REPAIR & MAINTENANCE 5,437.58
BENNETT SMITHHART	TRAVEL/TRAINING/MEALS 133.00
BERCO REDWOOD, INC.	PROGRAM SUPPLIES/MATERIALS 32,341.37
BETTER BUSINESS PLANNING, INC	PROFESSIONAL SERVICES 638.30
BETTS TRUCK PARTS	VEHICLE & EQUIPMENT PARTS 336.44
BK TECHNOLOGIES INC	REPAIR & MAINTENANCE 1,555.21
BKF ENGINEERS	PROFESSIONAL SERVICES 8,107.00
BLACK DOG GRAPHIX	UNIFORMS 344.62
BLACKBURN CONSULTING	PROFESSIONAL SERVICES 6,072.00
BPR CONSULTING GROUP LLC	PROFESSIONAL SERVICES 8,523.75
BRADLEY HAABY	TRAVEL/TRAINING/MEALS 17.77
BRANDICE JAMES	TRAVEL/TRAINING/MEALS 2,438.80
BRANDON ASHER (TWIN CITY TROPHIES)	MISCELLANEOUS EXP. 230.59
BROADCAST MUSIC INC.	LICENSES/MEMBERSHIPS/SUBSCRIP 155.00
BUREAU VERITAS NORTH AMERICA INC.	PROFESSIONAL SERVICES 159,928.97
BUSHNELL LANDSCAPE INDUSTRIES, INC.	PROFESSIONAL SERVICES 975.00
C.C.D.S INC	REPAIR & MAINTENANCE 16,859.37

Date and Time of Data: 7/30/24, 11:36 am

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Vendor Name	Total Amount Paid
CALIFORNIA BUILDING STANDARDS COMMISSION	STATE BLDG STANDARDS FUND 2,171.70
CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION	PROGRAM SUPPLIES/MATERIALS 1,156.00
CALIFORNIA POLICE CHIEFS' ASSOC.	LICENSES/MEMBERSHIPS/SUBSCRIP 1,857.00
CALIFORNIA RESERVE POLICE OFFICERS ASSOC.	RESERVE OFFICER EXPENSE 425.00
CALIFORNIA STATE ASSOCIATION OF COUNTIES	RECRUITMENT EXPENSES 150.00
CALIFORNIA STATE DEPT OF CONSERV.	SEISMIC EDUCATION LIABILITY 7,875.70
CALIFORNIA STATE DEPT. OF GENERAL SERVICES	CASP SB1186 - STATE PORTION 303.60
CALIFORNIA STATE DEPT. OF INDUSTRIAL RELATIONS	MAINTENANCE CONTRACTS 225.00
CALIFORNIA STATE DEPT. OF JUSTICE	PROFESSIONAL SERVICES 8,369.94
CALIFORNIA STATE FORESTRY AND FIRE PROTECTION	PROFESSIONAL SERVICES 25,035.51
CALIFORNIA SURVEYING & DRAFTING	NON-CAP. EQUIPMENT 4,672.99
CALIFORNIA TREE & LANDSCAPE CONSULTING, INC.	PROGRAM SUPPLIES/MATERIALS 440.00
CANINE DEVELOPMENT GROUP, INC	LICENSES/MEMBERSHIPS/SUBSCRIP 140.00
CAPITAL CITY SIGNS, INC	REPAIR & MAINTENANCE 5,605.19
CAPITOL BARRICADE INC.	PROGRAM SUPPLIES/MATERIALS 4,504.50
CARPI & CLAY, INC	PROFESSIONAL SERVICES 1,548.00
CDW GOVERNMENT INC.	PROGRAM SUPPLIES/MATERIALS 3,867.34
CEB/REGENTS OF THE UNIVERSITY OF CALIF.	PROGRAM SUPPLIES/MATERIALS 468.30
CENTRAL VALLEY ENG. & ASPHALT INC.	INFRASTRUCTURE 158,012.98
CENTRALSQUARE TECHNOLOGIES	MAINTENANCE CONTRACTS 3,646.52
CHAD MORRIS	TRAVEL/TRAINING/MEALS 180.00
CHRISTOPHER KNAPP (ON THE FIELD EMS)	PROFESSIONAL SERVICES 2,000.00
CINTAS CORPORATION	LAUNDRY DEDUCTION PAYABLE 6,703.06
CINTAS FIRST AID & SAFETY	PROGRAM SUPPLIES/MATERIALS 748.07
CITY OF AUBURN	TRAVEL/TRAINING/MEALS 175.00
CITY OF RANCHO CORDOVA	TRAVEL/TRAINING/MEALS 2,332.00
CITY OF ROCKLIN - PETTY CASH	TRAVEL/TRAINING/MEALS 75.06
CITY OF ROSEVILLE	HWY 65 PAYABLE 98,121.04
CLASSIC TOW SERVICE	PROFESSIONAL SERVICES 1,214.00
CLOUDBURST CONSULTING GROUP, INC	PROFESSIONAL SERVICES 2,114.00
COAR DESIGN GROUP	BUILDING 135,675.92
COASTLAND CIVIL ENGINEERING, INC.	INFRASTRUCTURE 1,300.00
COMCAST HOLDINGS CORPORATION	ADVERTISING/PROMOTIONAL 7,528.25
COMMERCIAL SPEEDOMETER SERVICE INC	PROFESSIONAL SERVICES 1,860.00
COMMERCIAL WALL COVERING SERVICES, INC.	FACILITIES REPAIRS AND MAINT 2,400.00
CONNOR BAGAN	TRAVEL/TRAINING/MEALS 398.00
CONSOLIDATED COMMUNICATIONS	COMMUNICATIONS 3,203.36
CONSOR NORTH AMERICA, INC	PROFESSIONAL SERVICES 30,641.80
CONSTRUCTION TESTING SERVICES, INC.	INFRASTRUCTURE 13,913.63
COUNTCO CAPITAL, LLC	RENTAL/LEASE 6,089.67
CRAFCO, INC.	PROGRAM SUPPLIES/MATERIALS 19,780.65
CROSS CONNECTIONS EMERGENCY SERVICES INC	NON-CAP. EQUIPMENT 14,647.15
CSG CONSULTANTS INC.	PROFESSIONAL SERVICES 21,038.75

Date and Time of Data: 7/30/24, 11:36 am

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Vendor Name		Total Amount Paid
CSI TELECOMMUNICATIONS, INC	PROFESSIONAL SERVICES	1,800.00
CURTIS BLUE LINE	UNIFORMS	16,800.22
CYRACOM INTERNATIONAL , INC	PROFESSIONAL SERVICES	345.15
D&M UTILITY SERVICES OF CALIFORNIA	INFRASTRUCTURE	4,945.00
DARRELL JANTZ	TRAVEL/TRAINING/MEALS	300.00
DATCO SERVICES CORPORATION	PROFESSIONAL SERVICES	380.00
DAVE BANG ASSOCIATES INC OF CALIFORNIA	PROGRAM SUPPLIES/MATERIALS	9,948.32
DAWN BULLWINKEL (DRB CONSULTING LLC)	PROFESSIONAL SERVICES	4,893.00
DELL	NON-CAP. EQUIPMENT	6,776.43
DFM ASSOCIATES	ELECTIONS	75.08
DOG & WHISTLE GOOSE CONTROL, LLC	PROFESSIONAL SERVICES	2,625.00
DOKKEN ENGINEERING	INFRASTRUCTURE	47,119.67
DOMINGUEZ LANDSCAPE SERVICES INC.	PROFESSIONAL SERVICES	425,063.03
DOUBLE B DEMOLITION INC	PARK IMPROVEMENTS	30,614.25
DOWNEY BRAND LLP	PROFESSIONAL SERVICES	140,018.13
DYNAMIC PRECAST CO. INC.	PROGRAM SUPPLIES/MATERIALS	969.75
EASTER SEALS SUPERIOR CALIFORNIA	PROFESSIONAL SERVICES	5,233.42
ECONOMIC AND PLANNING SYSTEMS, INC.	PROFESSIONAL SERVICES	2,763.75
EDGES ELECTRICAL GROUP, LLC	REPAIR & MAINTENANCE	23,707.07
EMILY SORG	TRAVEL/TRAINING/MEALS	24.52
ENGINEERING SYSTEM SOLUTIONS, LLC	PROFESSIONAL SERVICES	750.00
ENTENMANN-ROVIN COMPANY	UNIFORMS	3,915.79
ES7COMM-2U INC	PROFESSIONAL SERVICES	3,840.00
ESRI INC.	MAINTENANCE CONTRACTS	159.78
FEDEX	RECRUITMENT EXPENSES	16.19
FEHR & PEERS	PROFESSIONAL SERVICES	1,469.00
FIRST AMERICAN ADMINISTRATORS INC	VISION CLAIM	3,505.52
FRANCHISE TAX BOARD	PAYROLL DEDUCTS PAYABLE	1,106.61
FRONTLINE METAL,LLC	ADVERTISING/PROMOTIONAL	720.20
FUTURE CHEVROLET OF SACRAMENTO	PROFESSIONAL SERVICES	39,561.11
FUTURE FORD LINCOLN	PROFESSIONAL SERVICES	15,363.38
GAETKE MEDICAL CORPORATION	PROFESSIONAL SERVICES	30,950.00
GALLAGHER BENEFIT SERVICES INC	PROFESSIONAL SERVICES	1,575.00
GARRITT H. WALSH (SELECT ELECTRIC)	PROFESSIONAL SERVICES	12,113.50
GENUINE PARTS CO	VEHICLE & EQUIPMENT PARTS	14,783.15
GEOCON CONSULTANTS, INC.	INFRASTRUCTURE	19,895.25
GEORGE REED, INC	INFRASTRUCTURE	529,900.51
GHIRARDELLI ASSOCIATES, INC.	INFRASTRUCTURE	10,516.12
GLOBAL PAYMENTS, INC	PROFESSIONAL SERVICES	5,319.63
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC.	PROFESSIONAL SERVICES	81,474.30
GRAINGER	GENERAL OFFICE SUPPLIES	493.54
GRANITE CONSTRUCTION CO.	PROGRAM SUPPLIES/MATERIALS	837.86
GREATER SACRAMENTO INVESTMENTS, LLC	INSTRUCTIONAL SERVICES	1,678.60

Date and Time of Data: 7/30/24, 11:36 am

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Vendor Name	Total Amount Paid
GREGORY TAWNEY (D-TAC K9 LLC)	PROFESSIONAL SERVICES 2,400.00
HALEY REID	TRAVEL/TRAINING/MEALS 148.69
HARRIS INDUSTRIAL GASES	RENTAL/LEASE 1,099.55
HDL COREN & CONE	PROFESSIONAL SERVICES 3,600.00
HERC EXCHANGE LLC	RENTAL/LEASE 13,508.48
HERITAGE LANDSCAPE SUPPLY GROUP	REPAIR & MAINTENANCE 66,202.58
HINDERLITER DELLAMAS & ASSOCIATES	PROFESSIONAL SERVICES 1,024.75
HOMEWOOD BUILDING SUPPLY, LLC	PROGRAM SUPPLIES/MATERIALS 9.70
HONEYWELL INTERNATIONAL INC	MACHINERY & EQUIPMENT 22,712.78
HORIZON VENTURES INC	PROGRAM SUPPLIES/MATERIALS 1,664.73
HUNT & SONS INC.	FUEL/OIL 108,143.94
IAFF ROCKLIN FIREFIGHTERS	PAYROLL DEDUCTS PAYABLE 10,890.00
ICMA MEMBERSHIP RENEWALS	LICENSES/MEMBERSHIPS/SUBSCRIP 1,200.00
IMAGETREND, INC	MAINTENANCE CONTRACTS 18,722.28
INSOMNIAC PRODUCTIONS	ADVERTISING/PROMOTIONAL 1,451.63
INTERNATIONAL ASSOC OF CHIEFS OF POLICE	LICENSES/MEMBERSHIPS/SUBSCRIP 190.00
IO PREDICT INC	RECRUITMENT EXPENSES 324.00
J & A STEAM, LLC	PROFESSIONAL SERVICES 6,100.00
J.J.R. ENTERPRISES, INC	PROGRAM SUPPLIES/MATERIALS 11,167.11
JACOBS ENGINEERING GROUP, INC.	INFRASTRUCTURE 331,970.11
JASON SHEARER	RET HEALTH PAYGO INSURANCE 1,698.00
JBRAND MARKETING	ADVERTISING/PROMOTIONAL 1,000.00
JEFFREY DAIGLE	TRAVEL/TRAINING/MEALS 120.00
JEFFREY WALLOCH	RET HEALTH PAYGO INSURANCE 531.00
JESSE LLOPIS	TRAVEL/TRAINING/MEALS 180.00
JJMS ENTERPRISES INC	PROFESSIONAL SERVICES 2,621.94
JOBELEPHANT.COM INC	RECRUITMENT EXPENSES 1,209.00
JOHN G ROBY (SIRCHIE ACQUISITION CO LLC)	PROGRAM SUPPLIES/MATERIALS 564.40
JOHNSON PETROLEUM CONSTRUCTION INC.	PROFESSIONAL SERVICES 1,122.46
JON HARTMAN	INSTRUCTIONAL SERVICES 7,150.00
JONATHAN GEE	TRAVEL/TRAINING/MEALS 30.00
JULIE BARBOUR	PROFESSIONAL SERVICES 1,034.07
JULIE ERVIN	TRAVEL/TRAINING/MEALS 468.88
KAREN SMITH	ADVERTISING/PROMOTIONAL 51.93
KEYSER MARSTON ASSOCIATES, INC.	PROFESSIONAL SERVICES 9,230.00
KIANI MAUCH	TRAVEL/TRAINING/MEALS 375.00
KIDSFIRST CHILD ABUSE PREVENTION COUNCIL OF PLACER	PROFESSIONAL SERVICES 3,298.00
KIMLEY-HORN AND ASSOCIATES INC.	INFRASTRUCTURE 128,029.93
KMC ARCHERY LLC	INSTRUCTIONAL SERVICES 1,411.20
KNOX COMPANY	NON-CAP. EQUIPMENT 1,458.61
KOEFRAN INDUSTRIES, INC.	PROFESSIONAL SERVICES 500.00
KP RESEARCH SERVICES, INC	PROFESSIONAL SERVICES 3,830.00
L & M RENTAL FENCE INC	RENTAL/LEASE 10,335.00

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<u>Vendor Name</u>	<u>Total Amount Paid</u>
L.N. CURTIS & SONS	NON-CAP. EQUIPMENT 5,953.24
LAURA DEASON (COLE PRO MEDIA, CORP)	PROFESSIONAL SERVICES 12,000.00
LAW OFFICES OF LIEBERT CASSIDY & WHITMOR	PROFESSIONAL SERVICES 13,911.50
LAWRENCE J. OSBORNE (ELEPHANT IDEAS)	PROGRAM SUPPLIES/MATERIALS 407.26
LEADSONLINE PARENT LLC	PROFESSIONAL SERVICES 3,177.00
LEAGUE OF CALIFORNIA CITIES	RECRUITMENT EXPENSES 300.00
LEE ALAN HATFIELD	PRPD EXPENSE 10,738.37
LEGAL SHIELD	PAYROLL DEDUCTS PAYABLE 789.60
LEHR AUTO ELECTRIC INC.	PROFESSIONAL SERVICES 6,335.03
LENSLOCK INC	PROFESSIONAL SERVICES 1,070.35
LEXISNEXIS	PROFESSIONAL SERVICES 5,119.35
LIFE-ASSIST INC	PROGRAM SUPPLIES/MATERIALS 10,185.45
LOGICTREE IT SOLUTIONS. INC.	MAINTENANCE CONTRACTS 1,189.00
LUMOS & ASSOCIATES, INC.	PROFESSIONAL SERVICES 36,704.00
M2 PROMOTIONS	UNIFORMS 1,072.50
MACCLELLAN SANDERS (MAC SANDERS PHOTO)	PROFESSIONAL SERVICES 387.50
MADRONE ECOLOGICAL CONSULTING LLC	REPAIR & MAINTENANCE 2,951.44
MAGELLAN HEALTHCARE, INC	PROFESSIONAL SERVICES 2,151.96
MALLORY SAFETY AND SUPPLY LLC	REPAIR & MAINTENANCE 4,584.30
MARGUERITE BOLSTER-KOLLER	TRAVEL/TRAINING/MEALS 750.00
MARK THOMAS & COMPANY, INC.	INFRASTRUCTURE 53,342.98
MATT MCCLURE	TRAVEL/TRAINING/MEALS 63.84
MATT ROEMMICH	TRAVEL/TRAINING/MEALS 27.51
MAVERICK NETWORKS, INC.	PROFESSIONAL SERVICES 165.00
MCMASTER-CARR	PROGRAM SUPPLIES/MATERIALS 356.07
MELISSA FREITAS	PROFESSIONAL SERVICES 500.00
MICHAEL PETERSON	FACILITIES REPAIRS AND MAINT 4,680.00
MICHELE IACHELLA	ADVERTISING/PROMOTIONAL 475.00
MIKE DAVIS (FOUR STAR BUILDING)	PROFESSIONAL SERVICES 20,037.34
MILLER PLANNING ASSOCIATES	PROFESSIONAL SERVICES 5,603.86
MIRACLE PLAYSYSTEMS, INC.	PROGRAM SUPPLIES/MATERIALS 52,526.26
MIWALL CORPORATION	PROGRAM SUPPLIES/MATERIALS 7,191.76
MOST DEPENDABLE FOUNTAINS	PROGRAM SUPPLIES/MATERIALS 13,628.75
MOTOROLA SOLUTIONS, INC.	NON-CAP. EQUIPMENT 2,496.78
MUCHMORE THAN CONSULTING, LLC	PROFESSIONAL SERVICES 8,710.70
MUNICIPAL EMERGENCY SERVICES, INC.	PROGRAM SUPPLIES/MATERIALS 121.96
MUSCO SPORTS LIGHTING, LLC	PROFESSIONAL SERVICES 5,483.98
NATIONAL GARAGE DOOR	REPAIR & MAINTENANCE 180.00
NEIGHBORLY PEST MANAGEMENT	REPAIR & MAINTENANCE 9,568.00
NEIL COSTA	TRAVEL/TRAINING/MEALS 772.32
NETWORK DESIGN ASSOCIATES	PROFESSIONAL SERVICES 26,362.50
NEWPORT BEACH-ALLIANT INSURANCE SERVICE, INC.	INSURANCE PREMIUMS 701.00
NI GOVERNMENT SERVICES INC.	COMMUNICATIONS 100.65

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Vendor Name	Total Amount Paid
NORTHERN CALIF CITIES SELF INS FUND	WORKERS COMP INS PREMIUMS 489,753.50
NORTHERN CALIFORNIA GLOVE INC.	PROGRAM SUPPLIES/MATERIALS 195.75
NORTHERN STATE CONTRACTORS INC	PROFESSIONAL SERVICES 32,720.50
NORTHWESTERN UNIVERSITY	TRAVEL/TRAINING/MEALS 1,095.00
NUTRIEN AG SOLUTIONS, INC.	PROGRAM SUPPLIES/MATERIALS 25,220.63
OCCU-MED, LTD.	RECRUITMENT EXPENSES 6,601.44
OCEAN SHORE PRINTING	GENERAL OFFICE SUPPLIES 552.53
ODELL'S PUMP & MOTOR SERVICE	REPAIR & MAINTENANCE 2,220.16
ONE TIME PAY	REFUND PAYABLE 22,810.60
PACIFIC GAS & ELECTRIC CO.	UTILITIES 463,437.88
PAPE MACHINERY INC	VEHICLE & EQUIPMENT PARTS 6,474.21
PARCEL QUEST	MAINTENANCE CONTRACTS 7,500.00
PARK ASSOCIATES INC	PROGRAM SUPPLIES/MATERIALS 9,052.94
PARTS AUTHORITY LLC	VEHICLE & EQUIPMENT PARTS 2,784.56
PBM CONSTRUCTION, INC.	FACILITIES REPAIRS AND MAINT 47,812.00
PETDATA	PROFESSIONAL SERVICES 2,710.60
PINNACLE TACTICAL SOLUTIONS,LLC	TRAVEL/TRAINING/MEALS 700.00
PLACER COUNTY ADMINISTRATIVE OFFICES	COUNTY IMPACT FEE 234,237.89
PLACER COUNTY DISTRICT ATTORNEY	PROFESSIONAL SERVICES 1,950.00
PLACER COUNTY ENVIRONMENTAL HEALTH	MAINTENANCE CONTRACTS 6,646.00
PLACER COUNTY FLOOD CONTROL & CONSERVATION	FLOOD DISTRICT LIABILITY 7,692.47
PLACER COUNTY HEALTH & HUMAN SERVICES	PROFESSIONAL SERVICES 25,353.00
PLACER COUNTY SHERIFF	MAINTENANCE CONTRACTS 1,500.00
PLACER COUNTY WATER AGENCY	UTILITIES 286,844.62
PLACER TITLE COMPANY	PROFESSIONAL SERVICES 1,000.00
POINT EMBLEMS LLC	ADVERTISING/PROMOTIONAL 1,133.59
PRIDE INDUSTRIES ONE INC.	PROFESSIONAL SERVICES 154,866.74
PRIETO ROSEVILLE	VEHICLE & EQUIPMENT PARTS 6,352.58
PROFORCE LAW ENFORCEMENT	NON-CAP. EQUIPMENT 3,942.51
PSOMAS	PROFESSIONAL SERVICES 9,577.50
PUBLIC RISK,INNOVATION,SOLUTIONS AND MANGAGEMENT	PROFESSIONAL SERVICES 1,875.00
QUESTICA LTD	MAINTENANCE CONTRACTS 31,000.00
R.E.Y. ENGINEERS, INC	PARK IMPROVEMENTS 29,096.00
RAFAEL CHAVEZ	PROFESSIONAL SERVICES 1,400.00
RAPID FIRST PLUMBING	REPAIR & MAINTENANCE 598.00
RAYDIANT INC	PROFESSIONAL SERVICES 1,176.00
RDO EQUIPMENT CO	VEHICLE & EQUIPMENT PARTS 44.96
REGINALD WILLIAMS	TRAVEL/TRAINING/MEALS 180.00
REPUBLIC SERVICES, INC	PROFESSIONAL SERVICES 3,498.00
RIVER CITY FIRE EQUIPMENT CO INC	REPAIR & MAINTENANCE 3,750.79
RIVERVIEW INTERNATIONAL TRUCKS	VEHICLE & EQUIPMENT PARTS 2,882.21
ROBBINS & HOLDAWAY, A PROF. CORP.	PROFESSIONAL SERVICES 5,370.00
ROCKLIN CHAMBER OF COMMERCE	TRAVEL/TRAINING/MEALS 1,100.00

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<u>Vendor Name</u>	<u>Total Amount Paid</u>
ROCKLIN POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTS PAYABLE 28,043.97
ROCKLIN RANCH VETERINARY HOSPITAL	PROFESSIONAL SERVICES 3,607.02
ROCKLIN UNIFIED SCHOOL DISTRICT	RENTAL/LEASE 13,672.91
ROCKLIN WINDUSTRIAL	PROGRAM SUPPLIES/MATERIALS 906.13
RON GIBSON (NORCAL LINEN SUPPLY)	PROFESSIONAL SERVICES 198.12
ROOSTER ROCK AND ROLL LLC	PROFESSIONAL SERVICES 550.00
RR & NS ENTERPRISES INC	PROGRAM SUPPLIES/MATERIALS 750.00
RUHKALA GRANITE & MARBLE CO INC.	MISCELLANEOUS EXP. 300.00
RUSSELL SCHERMERHORN	TRAVEL/TRAINING/MEALS 111.22
RUSTIN BANKS	TRAVEL/TRAINING/MEALS 180.00
RYAN BRAYTON	TRAVEL/TRAINING/MEALS 180.00
SACRAMENTO COUNTY	PROFESSIONAL SERVICES 3,702.00
SACRAMENTO COUNTY SHERIFF'S DEPARTMENT	PROFESSIONAL SERVICES 4,560.00
SACRAMENTO REGIONAL PUBLIC SAFETY	TRAVEL/TRAINING/MEALS 505.00
SAFECHECKS	GENERAL OFFICE SUPPLIES 1,360.68
SAFETY-KLEEN SYSTEMS, INC.	MAINTENANCE CONTRACTS 1,788.24
SANTA ROSA JUNIOR COLLEGE	TRAVEL/TRAINING/MEALS 66.50
SARAH WALTON	TRAVEL/TRAINING/MEALS 60.00
SAUNA WORKS INC	MACHINERY & EQUIPMENT 21,146.00
SDI PRESENCE LLC	PROFESSIONAL SERVICES 71,487.50
SEARCH AMERICA, LLC	PROFESSIONAL SERVICES 329.85
SECURITY & ASSET MANAGEMENT, LP	MAINTENANCE CONTRACTS 5,446.85
SENIORS FIRST, INC.	PROFESSIONAL SERVICES 5,634.01
SHERBURN L. HINKLEY	REPAIR & MAINTENANCE 17,500.00
SHERWIN-WILLIAMS	PROGRAM SUPPLIES/MATERIALS 251.87
SHUMS CODA ASSOCIATES, INC	PROFESSIONAL SERVICES 15,765.04
SIERRA PACIFIC TURF SUPPLY INC.	PROGRAM SUPPLIES/MATERIALS 4,214.93
SIERRA SAFETY	RENTAL/LEASE 4,556.24
SIERRA STRIPING INC.	PROFESSIONAL SERVICES 1,590.00
SIERRA TRAFFIC MARKINGS, INC.	REPAIR & MAINTENANCE 13,589.10
SIERRA-SACRAMENTO VALLEY EMERGENCY	MAINTENANCE CONTRACTS 1,000.00
SIGN SOLUTIONS USA LLC	PROGRAM SUPPLIES/MATERIALS 10,989.60
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	PROGRAM SUPPLIES/MATERIALS 26,029.25
SITWISE CONSTRUCTION INC	PROFESSIONAL SERVICES 18,298.00
SLOAN SAKAI YOUNG & WONG LLP	PROFESSIONAL SERVICES 2,364.91
SMITHWAY ASSOCIATES, INC	RENTAL/LEASE 2,841.66
SOUTH PLACER M.U.D.	UTILITIES 8,718.74
SOUTH PLACER REGIONAL	SPRTA MITIGATION FEES 226,366.28
ST VINCENT DE PAUL SOCIETY ROSEVILLE AREA CONF	PROFESSIONAL SERVICES 8,281.64
STACIE FORD (BORN TO DANCE)	INSTRUCTIONAL SERVICES 546.00
STAND UP PLACER, INC	PROFESSIONAL SERVICES 6,138.73
STATEWIDE TRAFFIC SAFETY AND SIGNS, INC.	PROGRAM SUPPLIES/MATERIALS 2,319.26
STEPHANIE N BEAUCHAINE (BEAUCHAINE CONSULTING)	PROFESSIONAL SERVICES 1,710.00

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Vendor Name	Total Amount Paid
STERICYCLE, INC	PROFESSIONAL SERVICES 847.00
STRYKER CORPORATION	NON-CAP. EQUIPMENT 25,967.15
SUNBELT RENTALS INC.	RENTAL/LEASE 13,258.74
SUNSET RANCHOS INVESTORS, LLC	NWRRA REIMBURSEMENT ACCT 716,191.18
SWARCO MCCAIN, INC	PROGRAM SUPPLIES/MATERIALS 3,415.98
SWIERSTOK ENTERPRISES INC	FACILITIES & OTHER IMPROVEMENT 149,151.43
SYMBOL ARTS	ADVERTISING/PROMOTIONAL 1,257.06
SYN-TECH SYSTEMS, INC	VEHICLE & EQUIPMENT PARTS 4,293.57
SYTECH SOLUTIONS	PROFESSIONAL SERVICES 11,244.75
TAMEKA USHER	TRAVEL/TRAINING/MEALS 990.90
TERRI RUGGERI	INSTRUCTIONAL SERVICES 1,872.00
THE GOODYEAR TIRE & RUBBER COMPANY	PROFESSIONAL SERVICES 30,789.16
THE GUMSHOE GROUP, LLC	RECRUITMENT EXPENSES 800.00
THE NOLLER GROUP LLC	INSTRUCTIONAL SERVICES 2,310.00
THE SALVATION ARMY	PROFESSIONAL SERVICES 16,734.84
THELONIOUS DIXON	PROFESSIONAL SERVICES 5,508.75
THINK OUTSIDE THE BOX INC	MISCELLANEOUS EXP. 599.74
THOMAS E JONES (SIERRA HILLS FRAMING)	ADVERTISING/PROMOTIONAL 391.46
THYSSEN-KRUPP ELEVATOR	MAINTENANCE CONTRACTS 1,948.88
TIM R. STEVENSON (CIRCLE T MOBILE TRUCK)	PROGRAM SUPPLIES/MATERIALS 6,008.75
TIMOTHY D. GLISSMAN (GLISSMAN EXCAVATING)	PROFESSIONAL SERVICES 27,075.00
TIMOTHY SHERRILL	TRAVEL/TRAINING/MEALS 180.00
T-MOBILE USA, INC	PROFESSIONAL SERVICES 150.00
TRACY A. HEDRICK	TRAVEL/TRAINING/MEALS 300.00
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	PROFESSIONAL SERVICES 1,552.97
TRAVIS PISTOCHINI	TRAVEL/TRAINING/MEALS 528.74
TREE PRO TREE SERVICES INC	REPAIR & MAINTENANCE 106,851.39
TYLER TECHNOLOGIES INC.	PROFESSIONAL SERVICES 1,480.00
U.S. BANK NATIONAL ASSOCIATION	FUEL/OIL 23,366.82
U.S. CAD HOLDINGS LLC	TRAVEL/TRAINING/MEALS 1,390.00
UBORA ENGINEERING & PLANNING	INFRASTRUCTURE 35,120.00
ULINE	PROGRAM SUPPLIES/MATERIALS 516.78
ULTRA LINK CABLING SYSTEMS, INC.	PROFESSIONAL SERVICES 3,697.41
UNICO ENGINEERING, INC.	INFRASTRUCTURE 17,774.68
UNITED OF OMAHA LIFE INSURANCE COMPANY	PAYROLL DEDUCTS PAYABLE 22,204.16
UNITED RENTALS	PROGRAM SUPPLIES/MATERIALS 90.30
USPS - HASLER	POSTAGE 3,000.00
VALLEY POWER SYSTEMS INC.	PROFESSIONAL SERVICES 1,039.89
VALLEY ROCK LANDSCAPE MATERIAL	PROGRAM SUPPLIES/MATERIALS 60.15
VCA ANIMAL HOSPITALS, INC	PROFESSIONAL SERVICES 325.05
VEALE OUTDOOR ADVERTISING	RECRUITMENT EXPENSES 3,250.00
VERIZON BUSINESS	COMMUNICATIONS 147.01
VERIZON WIRELESS	NON-CAP. EQUIPMENT 23,441.94

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Vendor Name		Total Amount Paid
V-POWER EQUIPMENT, INC.	REPAIR & MAINTENANCE	375.00
WALKER'S OFFICE SUPPLIES	GENERAL OFFICE SUPPLIES	2,176.19
WATERWORKS AQUATIC MANAGEMENT, INC.	PROFESSIONAL SERVICES	4,480.50
WAVE BROADBAND	COMMUNICATIONS	57,445.26
WAXIE SANITARY SUPPLY	PROGRAM SUPPLIES/MATERIALS	710.43
WAYNE BOYER (MOTORPORT USA)	UNIFORMS	2,236.27
WEST-MARK INC	VEHICLE & EQUIPMENT PARTS	2,056.76
WHITE CAP SUPPLY HOLDINGS II, LLC	PROGRAM SUPPLIES/MATERIALS	722.21
WHITLOCK & WEINBERGER TRANSPORTATION, INC.	PROFESSIONAL SERVICES	21,485.00
WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES	25,909.43
WINNER CHEVROLET, INC.	FLEET CAPITAL	80,765.47
WITTMAN ENTERPRISES, LLC	PROFESSIONAL SERVICES	12,704.00
ZOHO CORPORATION	MAINTENANCE CONTRACTS	5,780.00
US BANK	APR MAY JUN CALCARD PAYMENT	409,395.78
	Total:	\$8,398,459.81



City Council Staff Report

Subject: Target Solutions Learning, LLC Agreement

Date: August 27, 2024

Submitted By: Shawn Watkins, Deputy Chief
Reginald Williams, Chief

Department: Fire

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving and Ratifying an Evergreen Contract with Target Solutions Learning, LLC and Authorizing the City Manager to Sign Contract and Subsequent Amendments.

Background:

The Rocklin Fire Department has been under contract with Target Solutions Learning, LLC (also known as Vector Solutions) since February 4, 2020. Target Solutions Learning, LLC provides cloud based online public safety training. These trainings are mandated by Local and State Emergency Services Agencies as well as fire-based training required by the California State Fire Marshal's Office.

On April 15, 2022, the Fire Department executed an amendment to the contract extending the agreement term for a new five-year term beginning February 28, 2023. The amendment also added additional services: (1) medication inventory, and (2) asset management software for tracking routine inspections of fire stations and apparatus. The amended agreement also includes an automatic renewal clause after the amended initial term expires on February 27, 2028 (Year 5) and will renew for a term equal to the initial term at then current fees.

Rocklin Municipal Code (RMC) section 3.04.100(B) states the maximum term of a contract shall be three years unless a longer initial term or renewal term is approved by the City Council. Upon review of this existing contract, the contract with Target Solutions Learning, LLC was identified as one that should continue to renew as outlined in the agreement.

RMC section 3.04.090(B) states a contract may be awarded without competition when the city determines in writing, after conducting a good faith review of available sources, that there is only one source for the required goods, service, or construction item. Target Solutions, LLC is the city-wide learning management system provided by the City, as well as surrounding fire agencies within the County who also use software, which helps to provide consistent training among firefighters. After a careful in-depth review of several other software packages, it was

determined that Target Solutions, LLC is the only provider to meet all of the Fire Department's needs with its comprehensive suite of services and ability to maintain consistency in training within the region. City Council approval of the staff recommendation would allow seamless utilization of the necessary services for the Fire Department.

The Fire Department will continue to manage the agreement and review the services and pricing with competitors in the open market to determine when it would be appropriate to competitively re-bid for these services.

Fiscal Impact:

There is no additional fiscal impact associated with this action. The costs of the agreement are budgeted in the Fiscal Year 2024/25 Operating Budget in the General Fund (100).

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - Target Solutions Learning LLC Client Agreement Signed 2020](#)
3. [Resolution Exhibit B - Target Solutions Learning LLC Contract Revision Signed 2022](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ROCKLIN APPROVING AND RATIFYING AN EVERGREEN
CONTRACT WITH TARGET SOLUTIONS LEARNING, LLC
AND AUTHORIZING THE CITY MANAGER TO SIGN CONTRACT AND
SUBSEQUENT AMENDMENTS

WHEREAS, the Fire Department has been under contract with Target Solutions Learning, LLC (also known as Vector Solutions) since February 28, 2020 to provide cloud based online public safety training; and

WHEREAS, the Fire Department executed an amendment to the contract on April 15, 2022 extending the agreement for five years beginning February 28, 2023, and added additional services; namely, asset management software for tracking routine inspections of fire stations and apparatus and medication inventory; and

WHEREAS, the agreement as amended in April, 2022 includes an automatic renewal clause after the amended initial term expires on February 27, 2028 (Year 5) and will renew for a term equal to the initial term at then current fees; and

WHEREAS, the contract's amended five-year term total contract compensation to Target Solutions Learning, LLC is \$35,017; and

WHEREAS, the maximum term allowed under the Rocklin Municipal Code Chapter 3.04.070(I) for a contract is three years, unless otherwise approved by the City Council for good cause; and

WHEREAS, the contract and amendment have not previously been presented to the City Council for approval or ratification or for a determination of good cause; and

WHEREAS, good cause exists to approve this contract for a longer term than three years because approval of this existing contract would allow continued seamless utilization of these necessary public safety services from Target Solutions Learning, LLC for the Fire Department; and the city also contracts with Target Solutions Learning, LLC for their citywide learning management system solution for all employees.

WHEREAS, the Department will conduct an informal market survey and based on the information obtained, will provide recommendations to the Fire Chief based on the scope of services, cost, pricing, and quality of products, if good cause continues to exist to execute successive term with the Target Solutions Learning, LLC contract as set forth herein; and

WHEREAS, the City Council wishes to delegate to the City Manager authority to sign subsequent amendments as further delineated herein.

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

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

Section 2. The City Council ratifies and approves of the evergreen contract and contract amendment with Target Solutions Learning, LLC, attached and incorporated hereto as Resolution Exhibits A and B.

Section 3. The City Council authorizes the City Manager to sign subsequent amendments up to \$10,000 annually consistent with the contract's subject matter and scope of work and subject to approval as to form and legality by the City Attorney.

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

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk



Schedule A

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in the Agreement; 2) agreeing you have read and accept the Client Agreement and License Terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following URL:

<https://www.targetsolutions.com/clients/client-resources/>

Date: 02-04-2020

Pricing Valid for 30 days.

Client Information

Client Name: Rocklin Fire Department (CA)	
Address: 4080 Rocklin Road Rocklin, California 95677	
Primary Contact Name: Martin Holm	Primary Contact Phone: (916) 625-5304

Terms

Effective Date: 02-28-2020	Initial Term (months): 12
--------------------------------------	-------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Martin Holm			
Billing Address: 4080 Rocklin Road Rocklin, California 95677		Billing Phone: (916) 625-5304	
Billing Email: martin.holm@rocklin.ca.us	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

Product	Description	Quantity	Unit Price	Total
TargetSolutions Check It Fire/EMS Stations		3	\$249.00	\$747.00
TargetSolutions Check IT Fire/EMS Vehicles		10	\$149.00	\$1,490.00
TargetSolutions Check IT Fire/EMS Vehicles	Support Vehicles	5	\$149.00	\$745.00
Total:				\$2,982.00

Grand Total: \$2,982.00

Please note that this is not an invoice and taxes are excluded. An invoice will be sent within fourteen (14) business days of your Contract Effective Date.



Client Agreement

This Target Solutions Client Agreement (the “Agreement”), effective as of the date noted in the attached Schedule A (the “Effective Date”), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions (“TargetSolutions”), a Delaware limited liability company, powered by CrewSense, LLC (“CrewSense”) and Halligan, Inc. (“Halligan”) (collectively referred to herein as “TSL”) and the undersigned client (“Client”), and governs the purchase and ongoing use of the services described in this Agreement (the “Services”).

1. Services. TSL shall provide the following services:

1.1. **Access and Use.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service (“Services”) hereunder and, unless prohibited by law, will provide access to any person designated by Client (“Users”).

1.2. **Availability.** TSL shall use commercially reasonable efforts to provide access to and use of the Services by Client’s Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL’s control.

1.3. **Help Desk.** TSL will assist Users as needed on issues relating to usage via Help Desk five (5) days per week at scheduled hours.

1.4. **Upgrades and Updates.** TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

2. Client’s Obligations.

2.1. **Compliance.** Client shall be responsible for Users’ compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. **Identify Users.** Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

2.3. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

2.4. **Additional Service Specific Client Obligations.** The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing “Vector Solutions Incident Tracking Service”:

(a) Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.

(b) Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a “covered entity”) as those terms are defined under the federal Health Information Portability and Accountability Act (“HIPAA”). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold TSL and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys’ fees associated with the same) made by Client and/or any third party due to or arising out of any claim that TSL is a covered entity or business associate, due to Client’s use of the Incident Tracking Service.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If TSL is required to pay any such amounts, Client shall reimburse TSL in full.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net thirty (30) days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term and Notice.

5.1. Term. The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. **Mutual Warranties and Disclaimer.**

6.1. **Mutual Representations & Warranties.** Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. **Miscellaneous.**

7.1. **Limitation on Liability.** Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

7.2. **Indemnification.**

7.2.1 **Indemnification by TSL.** TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.2.2 **Indemnification by Client.** To the extent permitted by applicable law, Client shall indemnify and hold TSL harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the LMS by Client infringes or violates any intellectual property right of any person.

7.3. **Assignment.** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 **Force Majeure.** TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

Signature Page Immediately Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

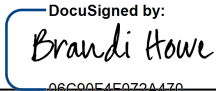
4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

Rocklin Fire Department (CA)

4080 Rocklin Road

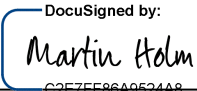
Rocklin, CA 95677

By:  DocuSigned by:
06C90F4F872A470...

Printed Name: Brandi Howe

Title: Director of Account Management

Date: 2/4/2020

By:  DocuSigned by:
C2E7FF86A0524A8...

Printed Name: Martin Holm

Title: Battalion Chief

Date: 2/4/2020

Schedule A – New Schedule

This Contract Revision Form is hereby added to the Client Agreement signed 02/04/2020 between the Vector Solutions entity and the Client named below as of the Effective Date below. If the term of this Schedule extends beyond the Term of the Client Agreement, then the Client Agreement shall automatically continue in full force and effect beyond the stated Client Agreement Term for so long as any Schedule remains in force.

Date: Monday, April 11, 2022

Client Information

Client Name: Rocklin Fire Department (CA)	
Address: 4080 Rocklin Road Rocklin, CA 95677	
Primary Contact Name: Robert Molinaro	Primary Contact Phone: (916) 625 - 5304

Agreement Term

Effective Date: 06/01/2022	Initial Term: 68 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Robert Molinaro			
Billing Address: 4080 Rocklin Road Rocklin, California 95677		Billing Phone: (916) 625-5304	
Billing Email: robert.molinaro@rocklin.ca.us	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Prorated Fees 06/01/2022 - 02/27/2023

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	\$186.75	\$0.00
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	\$111.75	\$0.00
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	\$111.75	\$0.00
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	\$118.55	\$711.30
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	\$53.33	\$0.00

Grand Total: **\$711.30**

Annual Fees 02/28/2023 - 02/27/2024 – Year 1

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	\$272.09	\$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	\$162.82	\$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	\$162.82	\$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	\$162.81	\$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	\$80.00	\$3,040.00

Year 1 Grand Total: \$7,003.34**Annual Fees 02/28/2024 - 02/27/2025 – Year 2**

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	\$272.09	\$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	\$162.82	\$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	\$162.82	\$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	\$162.81	\$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	\$80.00	\$3,040.00

Year 2 Grand Total: \$7,003.34**Annual Fees 02/28/2025 - 02/27/2026 – Year 3**

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	\$272.09	\$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	\$162.82	\$814.10

TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	\$162.82	\$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	\$162.81	\$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	\$80.00	\$3,040.00

Year 3 Grand Total: \$7,003.34

Annual Fees 02/28/2026 - 02/27/2027 – Year 4

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	\$272.09	\$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	\$162.82	\$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	\$162.82	\$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	\$162.81	\$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	\$80.00	\$3,040.00

Year 4 Grand Total: \$7,003.34

Annual Fees 02/28/2027 - 02/27/2028 – Year 5

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	\$272.09	\$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	\$162.82	\$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	\$162.82	\$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	\$162.81	\$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	\$80.00	\$3,040.00

Additional Terms and Conditions.The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 0.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

4080 Rocklin Road
Rocklin, CA 95677

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the “Agreement”), effective as of the date noted in the attached Schedule A (the “Effective Date”), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, (“We/Us”) a Delaware limited liability company, and the undersigned customer (“You/Your”), (each a “Party” or “Parties”) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. SERVICES. We shall provide the following Software as a Service (“Services”):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “Services”) and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a “one user per one authorization basis” and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties’ execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users’ compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A “Named User” is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year (“Term”) of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users’ access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the

Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software; (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described

below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions.

As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively “LiveSafe Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. Authorized Users. **Authorized Users** (interchangeably may be referred to as “Named Users” means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. Your Responsibilities. You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services (“Your Data”) in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as “Evals+ Services”). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.



provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Rocklin Fire Department (CA)
4080 Rocklin Road
Rocklin, CA 95677

By:  _____

Printed Name: Brandi Howe

Title: Senior Director of Renewal Management

Date: 4/25/2022

By:  _____

Printed Name: Robert Malinara

Title: Battalion Chief

Date: 4-15-22



City Council Staff Report

Subject: Sun Ridge Systems Inc. Software Services Agreement

Date: August 27, 2024

Submitted By: Myra Salazar, Manager of Records/Communication
Rustin Banks, Chief

Department: Police

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving an Evergreen Agreement for Software Support Services with Sun Ridge Systems, Inc. and Authorizing the City Manager to Execute the Agreement and Amendments.

Background:

In 1985 the Police Department purchased a newly developed records information management software package from Sun Ridge Systems, Inc. (Sun Ridge) known as “RIMS” and has continued to be under contract with Sun Ridge to provide support services including software upgrades, updates, patches, integration services with other software and agencies, and Department of Justice compliance.

Sun Ridge’s Records Information Management System (RIMS) is an integrated public safety software package with expanded and customizable solutions in computer-aided dispatch, records management, and field applications for both the Police and Fire Departments. RIMS connects several other specialized key software applications used by Rocklin including LensLock, ImageTrend, SIRE, and ProQA. In addition, RIMS is interconnected with data sharing capabilities with surrounding agencies who also utilize Sun Ridge for their computer-aided dispatch.

RIMS is the core computer system of the City of Rocklin public safety departments, as well as the two agencies that Rocklin hosts on our RIMS platform, City of Auburn and City of Lincoln.

Rocklin Municipal Code Chapter 3.04.100(B) states the maximum term of a contract shall be three years unless a longer initial term or renewal term is approved by the City Council. Rocklin Municipal Code Chapter 3.04.090(E) states the solicitation and competitive processes identified in Sections 3.04.050, 3.04.070 and 3.04.080 shall not apply when the purchase is for (1) specialized technology product or service if approved by the City Council.

Upon review of the contract with Sun Ridge Systems, Inc., it has been identified as a contract that should continue to automatically renew annually and without engaging in the formal sealed bidding process until such time is determined by the Police and Fire Departments. City Council approval of the staff recommendation would allow seamless utilization of these critical support services for the Police and Fire Departments and continue to provide the community with the best service. The Police Department will continue to manage the agreement and review the services and pricing with competitors in the open market to determine when it would be appropriate to formally re-bid for a replacement software system.

Fiscal Impact:

There is no additional fiscal impact to the General Fund from the staff recommendation. The contract cost of \$50,657 is included in the Fiscal Year 2024/25 Operating Budget in the General Fund (100).

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - Sun Ridge Systems Software Support Services Agreement](#)

RESOLUTION NO. 2024-

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN EVERGREEN AGREEMENT FOR SOFTWARE SUPPORT SERVICES WITH SUN RIDGE SYSTEMS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND AMENDMENTS

WHEREAS, the City of Rocklin Police Department purchased a records management software package (RIMS) in 1985 from Sun Ridge Systems, Inc. (Sun Ridge) to provide computer-aided dispatch and records management; and

WHEREAS, the Police Department has continued to utilize the RIMS software system with periodic upgrades and updates and the most recent Agreement with Sun Ridge for Software Support Services has expired as of June 30, 2024; and

WHEREAS, the maximum term allowed under the Rocklin Municipal Code Chapter 3.04.070(I) for a contract is three years, unless otherwise approved by the City Council for good cause; and

WHEREAS, good cause exists to approve the Agreement for Software Support Services with Sun Ridge, which is attached and incorporated hereto as Exhibit A (the Agreement), for a longer term than three years to allow seamless utilization of critical public safety services provided through a complex computer software package, RIMS, for the public safety departments; and

WHEREAS, formal sealed bids are required for goods or services purchased greater than \$50,000 under the Rocklin Municipal Code Chapter Sections 3.04.050, 3.04.070 and 3.04.080 unless otherwise approved by the City Council as an exception; and

WHEREAS, an exception to the requirement to competitively bid the contract exists under Rocklin Municipal Code Chapter 3.04.090(E), which states that competitive bidding is not required when it would be impossible or not in the public interest with respect to the purchase for specialized technology product or service; and

WHEREAS, staff recommends that the City Council authorize the City Manager to sign the Agreement and additionally, authorize the City Manager to approve and sign future amendments up to a maximum of an additional \$25,000 annually, provided that the amendments are approved as to form by the City Attorney.

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

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

Section 2. The City Council approves the evergreen Software Support Services Agreement with Sun Ridge Systems, Inc. in the form attached and incorporated hereto as Exhibit A.

Section 3. The City Council authorizes the City Manager to execute the evergreen Agreement and subsequent minor amendments up to a maximum of an additional \$25,000 annually, provided that the amendment is consistent with the Agreement's subject matter and scope of work, Rocklin Municipal Code, and that the City Attorney approves the amendment as to form.

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

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

Sun Ridge Systems Software Support Services Agreement

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge Systems, Inc. ("SRS") to the City of Rocklin, CA ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on July 1, 2024.

Under this agreement SRS agrees to provide the following services to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number and dedicated email address for support purposes during normal service hours. Normal service hours are defined as Monday-Friday, 8AM-5PM PST, except for New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day ("common holidays").

However, for instances where the Licensee's system is completely inoperable due to an SRS software problem ("critical problems") preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included. Examples of critical problems include:

- RIMS is down/not responding on multiple workstations
- Cannot create a call for service (CAD Incident)
- Cannot issue a case number
- Unable to access NCIC
- Other issues that will not allow the user to complete critical tasks

Licensee will have taken reasonable measures prior to contacting SRS support during non-service hours including:

- Verified that the issue is not related to just 1 workstation
- Restarted the workstation in question
- Contacted in-house IT support if the issue is related to network or server errors
- Verified the issue is critical enough that it cannot wait until normal support hours

2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:

- a. Most problems will be resolved with the initial phone call or email.
- b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
 - For critical problems, SRS personnel will work with Licensee until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee SRS will endeavor to provide a solution or workaround within 72 hours of the problem being reported to SRS by the Licensee.
 - For other problems SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.

3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.

If Licensee does not allow unattended access, the SRS response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, SRS will examine data files, investigate reported problems, and provide updates and corrections as necessary.

4. **Provision of software updates.** SRS will provide all new enhanced and updated versions of software licensed to Licensee at no additional cost. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Cost.** The cost of the services and software to be provided under this Agreement in the amount of \$50,657.00.
6. **Late Payment.** In addition to any other amounts for which Licensee is liable under this Agreement, Licensee agrees to pay to SRS a late charge equal to one percent (1%) of the amount due if Licensee fails to pay SRS any amount that is due and owing pursuant to this Agreement within sixty (60) days after Licensee's receipt of an invoice from SRS or (60) days after the expiration of the previous Agreement, whichever comes later. In addition, any invoiced amounts that are due and owing under this Agreement which Licensee fails to pay to SRS within ninety (90) days after Licensee's receipt of an invoice from SRS shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.
7. **Term.** The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as described in Section 6 shall be cause for terminating or suspending the Agreement at the discretion of SRS.
8. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
9. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. (SRS reserves the right to charge for diagnostic services in the event it is determined that

the reported issue is not attributable to RIMS.) Also specifically excluded is responsibility for administration, support, or maintenance of Licensee' server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, such support services will be provided at SRS's current rate and under terms and conditions that SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners, and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.



City Council Staff Report

Subject: Rock Baseball Training Facility / Conditional Use Permit, U2024-0003 and Environmental, ENV2024-0006

Date: August 27, 2024

Submitted By: Nathan Anderson, Senior Planner
David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:

Conduct a Public Hearing and Consider the Following Actions:

- A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Rock Baseball Training Facility / U2024-0003 and ENV2024-0006).
- B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Conditional Use Permit for a Privately Operated Recreational Training Facility (Rock Baseball Training Facility / U2024-0003).

Background:

The staff report for this item is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:

- 1. [Staff Report - Rock Baseball Training Facility](#)
- 2. [Resolution A - Notice Of Exemption - Rock Baseball Training Facility](#)
- 3. [Resolution B - Conditional Use Permit - Rock Baseball Training Facility](#)
- 4. [Resolution B - Exhibit A](#)
- 5. [Resolution B - Exhibit B](#)



City Council Staff Report

Subject: Rock Baseball Training Facility
Conditional Use Permit, U2024-0003
Environmental, ENV2024-0006

Date: August 27, 2024

Submitted By: Nathan Anderson, Senior Planner
David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:

The Planning Commission and staff recommend that the City Council approve the following:

- A. Resolution of the City Council of the City of Rocklin Approving of a Notice of Exemption (Rock Baseball Training Facility / U2024-0003 and ENV2024-0006)
- B. Resolution of the City Council of the City of Rocklin Approving a Conditional Use Permit for a Privately Operated Recreational Training Facility (Rock Baseball Training Facility / U2024-0003)

Proposal/Application Request:

The Rock Baseball Training Facility project (Project) is a request for approval of a Conditional Use Permit (CUP) to allow a privately operated recreational training facility within an approximately 6,500 square feet suite in an existing 13,000 square foot building. The use would include a training area with batting cages and netting for indoor sports practice, with a primary focus on baseball/softball training. The remainder of the space would be utilized for administrative offices for the organization, as well as a team room, reception, and lobby areas. No exterior modifications to the building or site are proposed.

Summary of Planning Commission Hearing and Action:

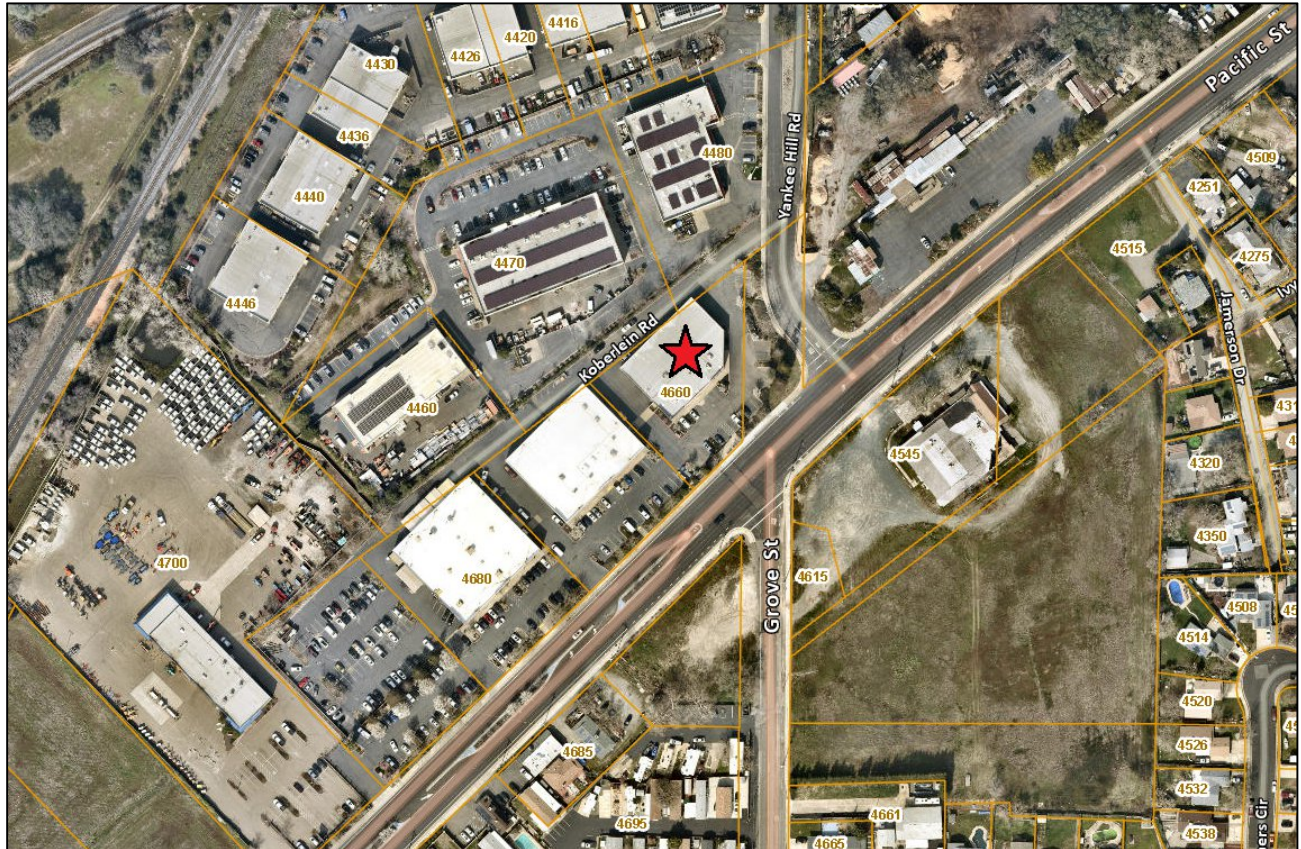
On August 6, 2024, the Planning Commission (Commission) considered the proposed project. Following a presentation from staff and a statement from the applicant, the Commission opened the public hearing; there were no public comments. The Commission then closed the public hearing and began deliberations. Commissioners stated that they

support local baseball and have seen similar uses throughout the area which have worked well. The Commission voted 5-0 to recommend the project to the City Council for approval.

Project Location/Description:

The Project is proposed within portion of an existing building at 4660 Pacific Street. The Assessor's Parcel Number (APN) is 010-010-023. See **Figure 1**.

Figure 1 – Aerial Photo



Owner/Applicant:

The property owner is Vismont, LLC. The applicant is Fred Saunders – The Rock Baseball Club.

Background and Site Characteristics:

The Project is proposed to be located within an existing building within the Old Highway 40 Business Park, an eight-building light industrial use totaling approximately 50,000 square feet of building area, which was approved in 2005.

The subject building is approximately 13,000 square feet in size and is divided into two tenant spaces. The proposed Project would occupy suite 100, which features 4,698 square feet of warehouse space and 1,800 square feet of office/lobby space. An auto shop use is located

in the adjacent tenant space. Surrounding uses to the north, northeast, and southwest include various light industrial businesses. To the south and southeast are vacant properties zoned and designated for commercial and residential development, respectively. The property to the southeast is currently entitled with the Quarry Row Subdivision project, which allows for construction of 74 single-family residential units.

See **Figure 2** for a site plan and **Table 1** for surrounding uses.

Figure 2 – Existing Site Plan

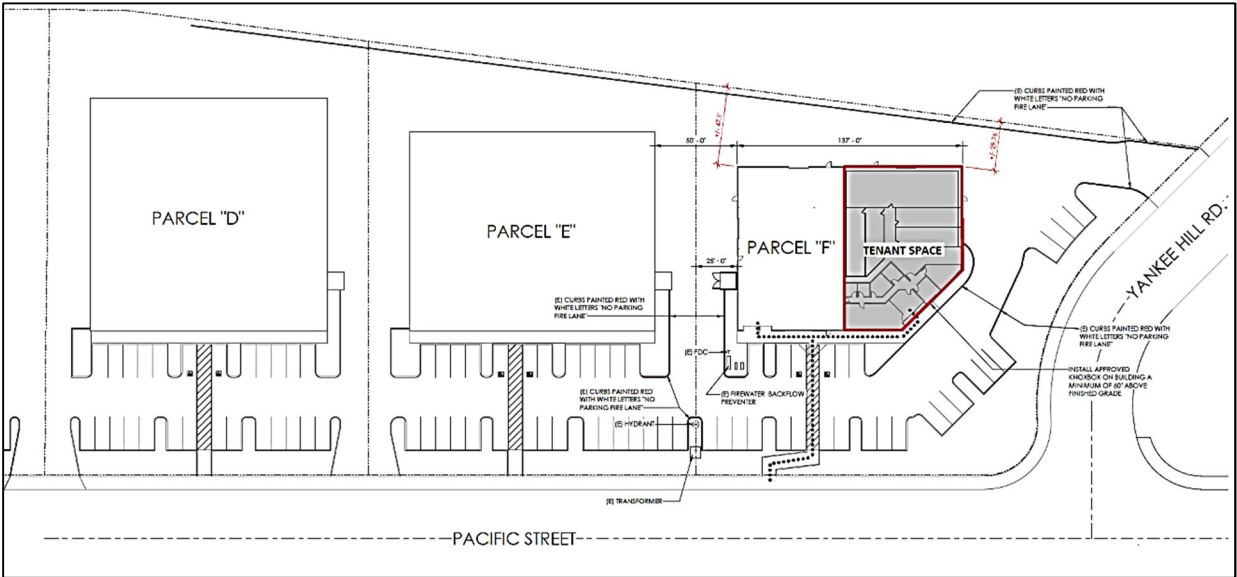


Table 1 – Site and Surrounding Land Uses:

	General Plan	Zoning	Existing Use
Project Site:	Light Industrial (LI)	Planned Development Light Industrial (PD-LI)	Light Industrial
North:	LI	PD-LI	Light Industrial
South:	Retail Commercial (RC)	Commercial (C-3)	Vacant
East:	Medium High Density Residential (MHDR)	Planned Development 10.5 Dwelling Units/Acre	Vacant; Quarry Row (74 units)
West:	LI	PD-LI	Light Industrial

General Plan and Zoning Compliance:

The project site is designated Light Industrial (LI) on the General Plan. This area of the City was zoned Planned Development Light Industrial (PD-LI) in 1994 via Ordinance No. 706. Pursuant to this ordinance, the PD-LI district allows for typical light industrial uses, including but not limited to bottling plants, cabinet shops, contractor's yard, food processing, machine shop, warehousing, light manufacturing, etc. This zoning does not allow for any indoor exercise or athletic club or training facilities.

However, pursuant to Rocklin Municipal Code (RMC) Chapter 17.64 – Special and Prohibited Uses, Privately Operated Recreational Facilities are among several identified uses that may be permitted in any zoning district, subject to approval of a CUP by the City Council. While Privately Operated Recreational Facilities are not defined by the RMC, staff's interpretation is that this provision of the RMC may be utilized to allow for approval of the proposed indoor baseball training facility, at the discretion of the City Council.

Therefore, the proposed project would be compatible with the existing General Plan designation and Zoning, subject to issuance of a CUP as described further below.

Conditional Use Permit:

RMC Section 17.70.140 states that the grant of a CUP shall be based on a finding by the decision-making body that the establishment, maintenance, or operation of the use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood, or the general welfare of the City.

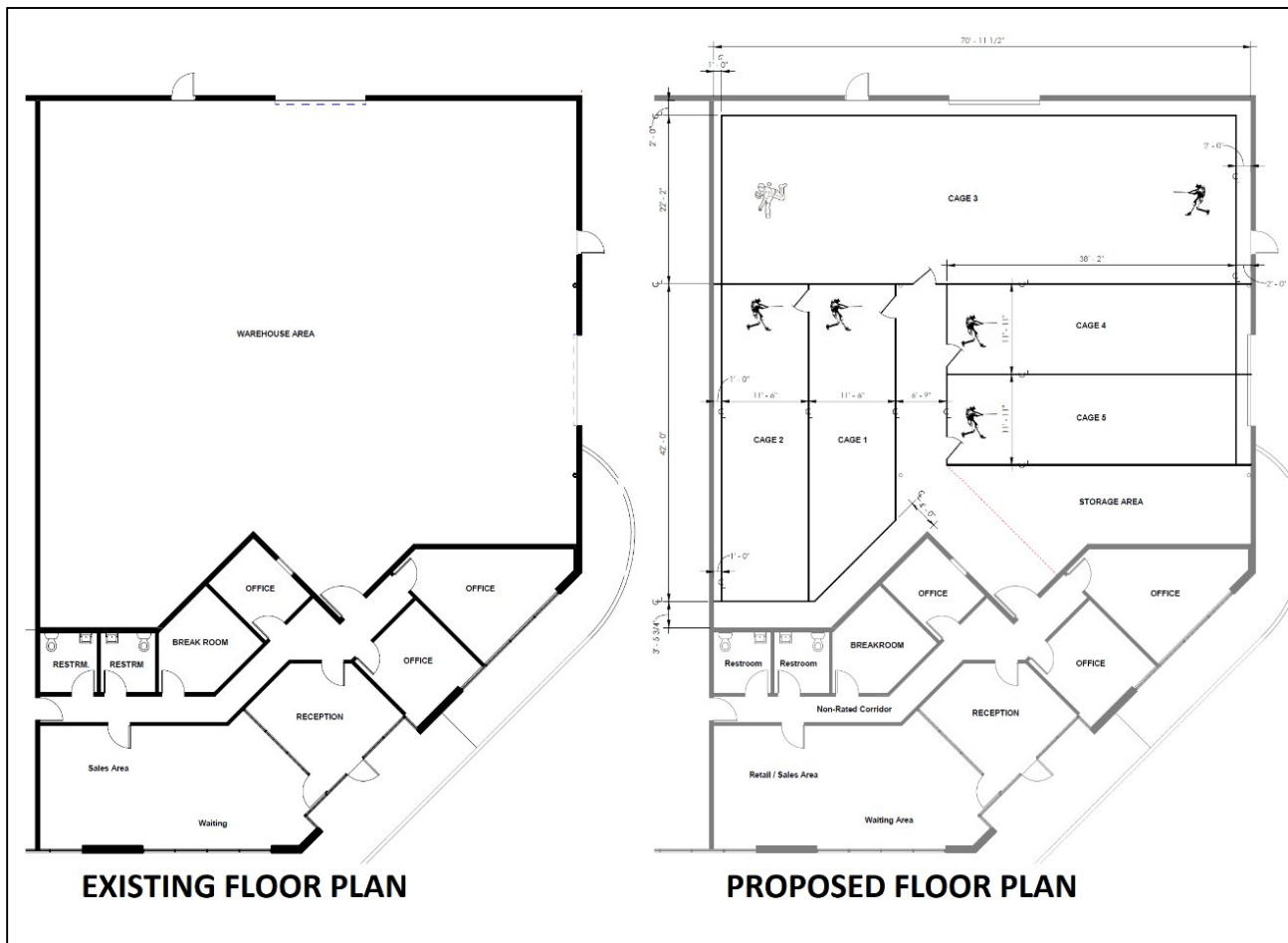
Also, RMC Section 17.64.020 (B) states that, in addition to the criteria set forth in Chapter 17.70 for determining whether or not a CUP should be issued, the hearing body shall consider the following additional factors in determining whether the "special uses" listed in Chapter 17.64 would be incompatible with other uses permitted in the zone and surrounding areas:

1. Damage or nuisance from noise, smoke, odor, dust, vibrations or water pollution;
2. Hazard from explosion, contamination or fire;
3. Hazard occasioned by unusual volume or character of traffic, or the congregating of a large number of people or vehicles.

Business Description

According to the applicant-submitted Business Plan, the Project is a multi-use indoor sports practice facility with a primary focus on baseball/softball training. The existing warehouse space is proposed to be converted to a training area with artificial turf, batting cages and netting. The applicant has indicated that the remainder of the space within the building will be used for administrative offices, team room, reception, and lobby areas. See **Figure 3** for the Project's existing and proposed floor plan.

Figure 3 – Floor Plan



The Project's anticipated hours of operation are Monday through Friday from 4:00 p.m. to 10:00 p.m., and Saturday and Sunday from 9:00 a.m. to 6:00 p.m. It is anticipated that 1-3 employees will be on site daily. An estimated 15-25 athletes would train on-site at one time, with most members within the age range of 8-17, most of which would be dropped off for mid-week activities around 4 p.m. after school and be picked up at the conclusion of the session. Practice sessions would range from 60 and 90 minutes each.

Parking

The Project site includes 27 parking spaces, which are shared between the two building tenants, although a condition of the original project's Tentative Parcel Map (DL-2002-04) required recordation of reciprocal access and parking easements over each of the parcels of the business park. The total park includes approximately 80 parking spaces, not counting the fleet parking for the Enterprise Rent-A-Car to the southwest.

Based on the project description, it is anticipated that the parking needs of the proposed use would not exceed the available on-site parking, and that any additional parking needs could be accommodated within the larger business park. The three closest adjacent tenants, which include a light auto repair use, a uniform warehousing/shipment facility, and a vector control

manufacturing business, all close at 5 p.m. on weekdays and are closed on weekends, according to their websites. Based on the fact that the majority of Rock Baseball weekday customers would be present during late afternoons and evenings, it is projected that the facility's peak parking needs would be during off-peak hours from the other businesses within the center. Given the above, it is anticipated that the project would not result in significant impacts to parking within the center or surrounding area.

Planning Commission and Staff Findings

The operation of a multi-use indoor sports practice facility is not anticipated to be detrimental to the health, safety, or general welfare of the area. Surrounding tenants include a combination of light industrial and office uses, most of which have limiting operational hours during the Project's hours of operation.

The project is not anticipated to create any damage or nuisance from noise, smoke, odor, dust, vibrations, or water pollution and would not create any hazards from explosions, contamination, or fire.

Traffic volumes within the area would be consistent with other businesses within the park, although there would be additional traffic during off-peak hours. The project is not anticipated to create any hazard occasioned by unusual volume or character of traffic, or the congregating of a large number of people or vehicles.

Environmental Determination:

The project was determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines under Sections 15301 – Existing Facilities. For a more in-depth discussion of the environmental evaluation and conclusion, please refer to the Notice of Exemption attached to the draft resolution approving said exemption.

Letters from Commenting Agencies:

This project was circulated to various City, County, State, and utility agencies for review and no issues of concern were identified. Comments from agencies have either been addressed through the project design or have been included as Conditions of Approval.

Recommendation:

The Planning Commission and staff recommend approval of the Rock Baseball Training Facility, as proposed and conditioned.

RESOLUTION NO. 2024-

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

(Rock Baseball Training Facility / U2024-0003 and ENV2024-0006)

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

WHEREAS, a Conditional Use Permit (U2024-0003) allows for operation of a privately operated recreational training facility within the Planned Development Light Industrial (PD-LI) zoning district on Assessor's Parcel Number (APN) 010-010-023; and

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the Rock Baseball Training Facility / U2024-0003 and ENV2024-0006 ("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; and

WHEREAS, the Planning Commission of the City of Rocklin recommended the Notice of Exemption for approval on August 6, 2024 with a vote of 5-0.

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

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

Section 2. The City Council approves of the Notice of Exemption for the Project.

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and 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 27th day of August, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT 1

NOTICE OF EXEMPTION

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

FROM: City of Rocklin
ECD Department
3970 Rocklin Road
Rocklin, CA 95677

Project Title: Rock Baseball Training Facility

Project Location - Specific: The project location is at 4660 Pacific Street, Assessor's Parcel Number (APN) 010-010-023.

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

Description of Nature, Purpose and Beneficiaries of Project: The Rock Baseball Training Facility project (Project) is a request for a Conditional Use Permit (CUP) to operate a privately operated recreational training facility within approximately 6,500 square feet of an existing 13,000 square foot building. The use would include a training area with batting cages and netting for indoor sports practice, with a primary focus on baseball/softball training. The remainder of the space would be utilized for administrative offices for the organization, as well as a team room, reception, and lobby areas. No exterior modifications to the building or site are proposed.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: The property owner is Vismont LLC, 1714 14th St., Santa Monica, CA 90404, (310) 895-6358. The applicant is Fred Saunders, 5703 Sandstone Ct., Rocklin, CA 95677, (916) 316-6889.

Exempt Status (Check one)

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

Reasons why the project is exempt. The project involves the establishment and operation of a recreational training facility in an existing building. No exterior modifications to the building or site are proposed. There will be interior tenant improvements but no grading or tree removal, and there will be no expansion of the current facility. Class 1 exemptions consist of the operation of existing public or private structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Examples include but are not limited to: (a) interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances.

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: David Mohlenbrok, Community Development Department Director

Date received for Filing: _____

Signature:

David Mohlenbrok, Community Development Department Director

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A CONDITIONAL USE PERMIT
FOR A PRIVATELY OPERATED RECREATIONAL TRAINING FACILITY

(Rock Baseball Training Facility / U2024-0003)

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

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

A. Conditional Use Permit (U2023-0005) approves operation of a Privately Operated Recreational Training Facility to allow for a training area with batting cages and netting for indoor sports practice at 4660 Pacific Street; Assessor's Parcel Number (APN) 010-010-023.

B. A Notice of Exemption has been approved for this Project via City Council Resolution No. 2024- .

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

D. The project is consistent with the Light Industrial (LI) General Plan designation, and the project site is zoned Planned Development Light Industrial (PD-LI). As a privately operated recreational facility, this Project is a conditionally permitted use subject to Rocklin Municipal Code (RMC) Chapter 17.64 – Special and Prohibited Uses, and therefore requires City Council approval. The establishment, operation, and maintenance of the use is consistent with the goals, policies, and land use designations in the General Plan and with all zoning standards, regulations, and restrictions applicable to the property, subject to the issuance of a Conditional Use Permit (CUP).

E. The Planning Commission of the City of Rocklin recommended the CUP for approval on August 6, 2024 with a vote of 5-0.

Section 2. The Conditional Use Permit is hereby approved for operation of a Privately Operated Recreational Training Facility (Rock Baseball Training Facility / U2024-0003) as depicted and further described in Exhibits A and B included herein, subject to the conditions listed below. The approved Exhibits A and B shall govern the use. Unless otherwise expressly stated, the applicant / owner shall be solely responsible for satisfying each condition prior to a final Building Permit Inspection, Issuance of a Certificate of Occupancy, or initiation of use as is applicable. The agency and / or City

department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

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

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

B. Conditions

1. Operation

- a. Approval of this conditional use permit does not relieve the applicant from the requirement to obtain subsequent permits and approvals from the City and other agencies, as may be applicable to improvements and operation of the facility. (PLANNING, BUILDING, FIRE)
- b. Rock Baseball Training Facility shall operate consistent with the Business Plan, included as **Exhibit A**. Deviations from these operations shall be reviewed by the Community Development Director for substantial compliance. Operational deviations which are not considered substantially compliant may require further review and approval by the City Council. (PLANNING)
- c. In the event that persistent issues are reported with regard to parking or circulation within the center, the operator shall coordinate with staff to develop a solution in order to minimize the issues to the fullest extent practical. If the operator and staff are unable to reach an agreement as part of this coordination, staff shall have the authority to bring the project back to the City Council for further review. (PLANNING)

2. Indemnification and Duty to Defend

As a condition for project approval, Owner or an agent of Owner acceptable to City shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding, against the City or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set

aside, void or annul an approval by the City and its agents, officers, and employees, or other City advisory agency, appeal board, or legislative body concerning this project approval. City shall promptly notify owner of any such claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding. (CITY ATTORNEY)

3. Validity

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

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

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

Greg Janda, Mayor

ATTEST:

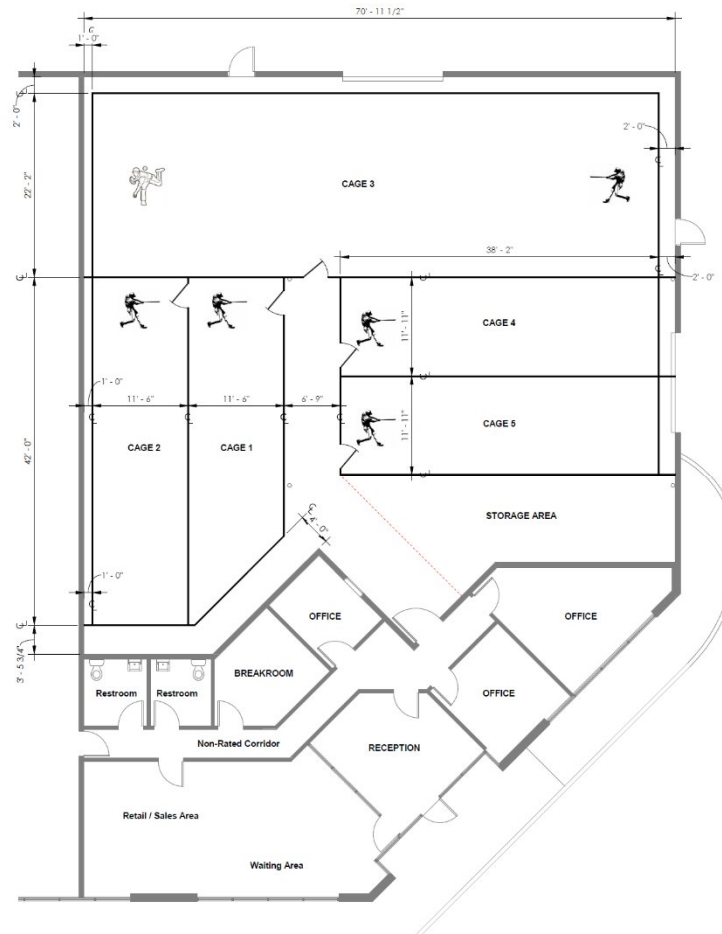
Avinta Singh, City Clerk

EXHIBIT A

Rock Baseball Training Facility – Business Plan Conditional Use Permit (U2024-0003)

The project is a multi-use indoor sports practice facility with a primary focus on baseball/softball training. The existing warehouse space would be converted to a training area with batting cages and netting. The remainder of the space within the building would be used for administrative offices, team room, reception, and lobby areas.

Anticipated hours of operation will be Monday through Friday from 4:00 p.m. to 10:00 p.m., and Saturday and Sunday from 9:00 a.m. to 6:00 p.m. It is anticipated that 1-3 employees will be on site daily. An estimated 15-25 athletes would train on-site at one time, with most members falling within the age range of 8-17. Because mid-week activities generally begin around 4 p.m. after school, about 95% of participants would be dropped off for their sixty-to-ninety-minute practice session, and picked up at its conclusion.

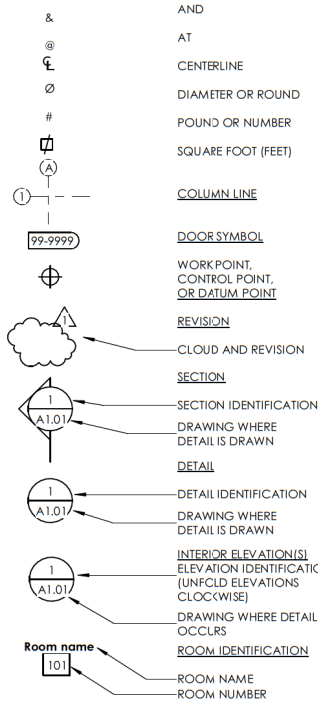


1. THE CONTRACTOR SHALL EXAMINE THE DRAWINGS AND SPECIFICATIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES FOUND BEFORE PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL VERIFY CONDITIONS AT THE SITE AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO ANY EXCAVATING.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES BELOW GRADE AND RELATED SERVICE CONNECTIONS WITH UNDERGROUND SERVICE ALERT (USA), UTILITY PROVIDERS AND COUNTY.
5. THE CONTRACTOR SHALL COORDINATE REMOVAL, ABANDONMENT AND/OR RELOCATION OF EXISTING UTILITIES ABOVE OR BELOW GRADE WITH THE RESPECTIVE UTILITY PROVIDERS.
6. THE CONTRACTOR SHALL PERFORM ALL WORK WITHIN STREET RIGHT-OF-WAYS ACCORDING TO THE APPROVED CITY STANDARD PLANS AND SPECIFICATIONS.
7. THE CONTRACTOR SHALL PROVIDE TEMPORARY BRACES, SHORES, AND GUARDS REQUIRED TO SUPPORT ALL LOADS TO WHICH THE BUILDING STRUCTURES AND COMPONENTS, ADJACENT SOILS, AND STRUCTURES, UTILITIES, AND RIGHT-OF-WAYS MAY BE SUBJECT TO DURING CONSTRUCTION.
8. FLOOR AND WALL OPENINGS, SLEEVES, VARIATIONS IN THE STRUCTURAL SECTIONS, DEPRESSED AREAS, AND ALL OTHER ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND/OR CIVIL REQUIREMENTS MUST BE COORDINATED BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.

- ALL DRAWINGS, INCLUDING SEPARATELY AS CONSTRUCTION PACKAGES INCLUDING ALL DETAILS, SPECIFICATIONS, AND SCHEDULES, BOUND SEPARATELY, ARE PART OF THE CONTRACT DRAWINGS.
- ITEMS MARKED "U.N.O." ARE NOT IN CONTRACT. SUCH ITEMS ARE INCLUDED IN THE DOCUMENT WHEN CONTRACTORS COORDINATION FOR CONSTRUCTION IS REQUIRED.
3. DIMENSIONS:
 - A) IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS, OR DETAILS ON DRAWING.
 - B) ALL DIMENSIONS TO OPENINGS ARE TO THE FINISHED FACE U.N.O.
 - C) ALL DIMENSIONS TO OTHER SUBSTITUTIONS ARE TO THE FACE OF STUD UNLESS NOTED F.O.T. (FACE OF FINISH)
 - D) CEILING HEIGHT DIMENSIONS ARE FROM FINISH FLOOR TO FINISH FACE OF CEILING.
 - E) ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH THE WORK.
4. DETAILS MARKED "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY NOTED OTHERWISE.
5. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING, OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
6. PROVIDE AND INSTALL U.L. APPROVED FIRESTOPPING AND WRAPS AT ALL PENETRATIONS PER CHAPTER 7 OF THE CALIFORNIA BUILDING CODE AND THE CALIFORNIA FIRE CODE. SEE SCHEDULES FOR TYPICAL DETAILS.
7. DOOR SIZES INDICATED ON THE DRAWINGS ARE DOOR DIMENSIONS. ALLOWANCES FOR THRESHOLDS SHALL BE TAKEN OFF DOOR HEIGHT.
8. REGARDLESS OF OCCUPANT LOAD, THERE SHALL BE A FLOOR OR LANDING ON EACH SIDE OF THE DOOR. THE FLOOR LANDING SHALL NOT BE MORE THAN 1/2" LOWER THAN THE THRESHOLD OF THE DOORWAY.
9. THE PRECISE DIMENSIONS AND LOCATIONS OF ALL DOOR COUVERS AND DOOR OPENINGS SHALL BE DETERMINED FROM ARCHITECTURAL PLANS AND DETAILS. OTHER WALL AND FLOOR OPENINGS AS REQUIRED BY MECHANICAL, ELECTRICAL, OR SIMILAR REQUIREMENTS SHALL BE VERIFIED FROM SHOP DRAWINGS, EQUIPMENT DATA, ETC. AS REQUIRED.
10. DOOR OPENINGS NOT LOCATED BY DIMENSIONS SHALL BE CENTERED IN WALLS AS SHOWN OR LOCATED 5' FROM FINISH WALL TO FINISH JAMB U.N.O.
11. SEE ARCHITECTURAL CEILING PLANS FOR DIMENSIONS LOCATED LIGHT FIXTURES, DIFFUSERS, AND SPEAKERS. ARCHITECTURAL REFLECTED CEILING PLANS DO NOT INDICATE WALL MOUNTED FIXTURES. REFER TO ELECTRICAL DRAWINGS FOR ALL LIGHTING FIXTURES - RECESSED, SURFACE, OR WALL MOUNTED.
12. CEILING SUSPENSION SYSTEM SHALL PROVIDE FOR CEILING SYSTEM ONLY. ADDITIONAL INDEPENDENT FRAMING FOR LIGHTING FIXTURES, EXIT SIGNS, GRATES, AIRRAIS, AND AIR CONDITIONING DIFFUSERS SHALL BE REQUIRED. ATTACHMENT OF HANGERS OR FRAMING TO DUCTWORK IS PROHIBITED.
13. WHERE LARGER STUDS OR FURRING ARE REQUIRED TO COVER DUCTS, PIPING, CONDUITS, ETC., THE LARGER STUD SIZE OR FURRING TO EXTEND FULL WIDTH OF WALL SURFACE WHERE FURRING OCCURS.
14. PROVIDE ADEQUATE ANCHORAGE, BLOCKING, BACKING, AND FRAMING FOR FIRE SPRINKLERS, PIPING, LIGHT FIXTURES, ELECTRICAL UNITS, HVAC EQUIPMENT, DRAPERY, AND CEILING TRACKS AS REQUIRED FOR A COMPLETE INSTALLATION.
15. ALL CABINETS RECESSED INTO CORRIDOR WALLS SHALL BE BACKED WITH ONE HOUR OR TWO HOUR FIRE RESISTIVE CONSTRUCTION AS REQUIRED. ELECTRICAL PANELS AND/OR WIRING SYSTEMS SHALL NOT BE LOCATED IN CORRIDOR OR SHAFT WALLS.
16. ALL STUDS SHALL BE AND SPACING IN GYPSUM BOARD WALLS SHALL BE IN ACCORDANCE WITH UNDERWRITER LABORATORIES, INC. FOR RATED ASSEMBLIES. SUBMIT DATA FOR APPROVAL.
17. ALL SINGLE LAYER GYPSUM BOARD WALLS CONTINUOUS AND CONTINUOUS WITH DOUBLE LAYER GYPSUM BOARD SHALL MAINTAIN ONE CONTINUOUS OUTER LAYER OF GYPSUM BOARD AT THE SAME FACE OF FINISH. STUD SIZES AND FURRING CHANNELS SHALL BE OFFSET APPROPRIATELY.
18. WALL AND COLUMN GYPSUM BOARD FACING ON OTHER THAN FIRE AND SOUND RATED WALLS SHALL EXTEND 6" MINIMUM ABOVE CEILING HEIGHT.
19. GYPSUM BOARD ON INTERIOR METAL STUDS SHALL BE 5/8" THICK U.N.O.

1. CEILING ACCESS PANELS SHALL BE PROVIDED BY THE MECHANICAL, FIRE SPRINKLER, AND PLUMBING CONTRACTORS, AND LOCATED BELOW ALL VALVES, DUCTWORK, FIRE DAMPERS, ETC., AND AS REQUIRED OR AS DIRECTED BY THE ARCHITECT.
2. FIRE SPRINKLERS SHALL BE REVIEWED AND APPROVED BY THE FIRE MARSHAL AND DESIGN TEAM PRIOR TO INSTALLATION.
3. FLOOR SLEEVES IN MECHANICAL EQUIPMENT ROOMS SHALL EXTEND 2" ABOVE THE FLOOR LINE. ELECTROLYSIS PROTECTION SHALL BE PROVIDED BETWEEN ALL DISSIMILAR METALS WHEREVER THE TWO ARE IN CONTACT.

1. "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE CONDITIONS NOTED. VERIFY DIMENSIONS AND/OR ORIENTATIONS ON PLAN AND/OR ELEVATIONS.
2. DIMENSIONS ARE NOT ADJUSTABLE WITHOUT APPROVAL OF ARCHITECT IN WRITING.
3. ALL EXPOSED FLASHING TO BE PAINTED U.N.O.



The site plan for Parcel 'F' shows a building with a main section and a 'TENANT SPACE' extension. The building is situated between Pacific Street to the south and Yankee Hill Road to the east. The plan includes parking spaces, a fire hydrant, a transformer, and various fire safety features like firewater backflow preventers and fire lanes. Dimensions for setbacks and building size are provided. Notes specify curbs painted red with white letters 'NO PARKING FIRE LANE' and the installation of an approved knobbox on the building.

PARCEL "D"

PARCEL "E"

PARCEL "F"

TENANT SPACE

(E) CURBS PAINTED RED WITH WHITE LETTERS "NO PARKING FIRE LANE"

(E) HYDRANT

(E) TRANSFORMER

(E) FIREWATER BACKFLOW PREVENTER

(E) FDC

(E) CLRBS PAINTED RED WITH WHITE LETTERS "NO PARKING FIRE LANE"

INSTALL APPROVED KNOBBOX ON BUILDING A MINIMUM OF 60" ABOVE FINISHED GRADE

YANKEE HILL RD.

PACIFIC STREET

GRAPHIC SCALE

0 30 60 90 120

1" = 30'-0"

PROJECT NAME:	BASEBALL TRAINING FACILITY
PROJECT LOCATION:	4660 Pacific Street, Rocklin, CA 95677
ASSESSORS PARCEL #:	010-010-023-000 (Parcel "F")
LOT SIZE:	1.70 Acres
ZONING:	Light Industrial (Special Use Permit Application)
OCCUPANCY / USE:	
Current	B (office) S-1(Automotive) S-2(Warehouse)
Proposed	A-3 (Batting Cages) B (Office) S-1(Automotive)
CONSTRUCTION TYPE:	TYPE V-B
BUILDING HEIGHT:	SINGLE STORY
TOTAL PARKING:	27 spaces
ACCESSIBLE SPACES	2 space (1 van)
FIRE SPRINKLERS:	Yes
(E) RETAIL BUILDING	13,016 sf
TENANT SPACE	6,504sf

2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA FIRE CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA GREEN BUILDING STANDARDS

Drawing Index

ARCHITECTURAL	
A0	GENERAL INFO
A1	CODE ANALYSIS
A2	EXISTING & PROPOSED PLANS

4660 Pacific Street, Rocklin,
CA 95677

SITE NO:	N/A
PROJECT NO:	N/A
DRAWN BY:	SEAD
CHECKED BY:	K. SORENSEN
APPROVED BY:	K. SORENSEN

	5/23/2024	Permit Submittal	
REV	DATE	DESCRIPTION	CAD

REGISTERED PROFESSIONAL ENGINEER
KEVIN R. SORENSEN
No. 4469
STRUCTURAL
STATE OF CALIFORNIA

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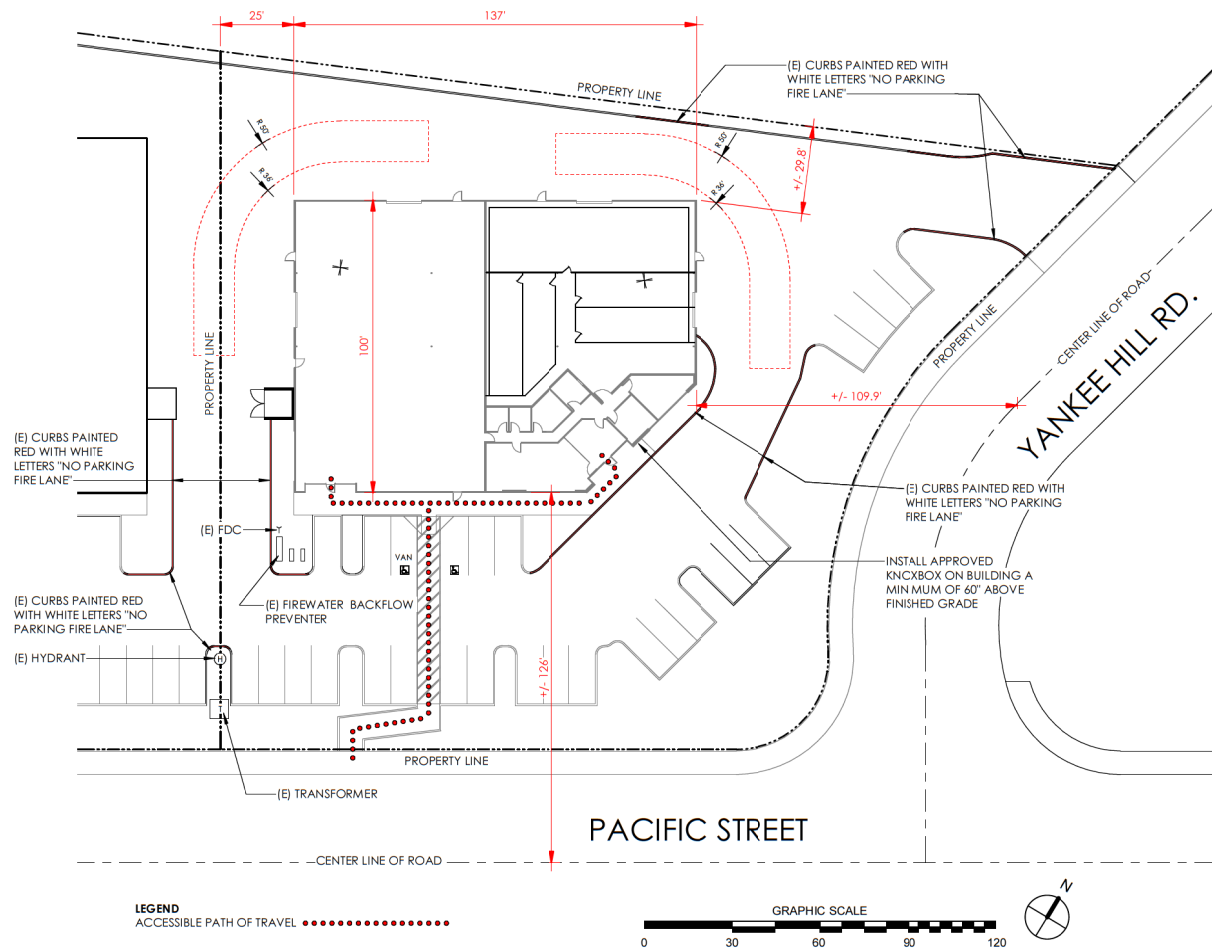
Streamline Engineering
and Design, Inc.

4445 Sierra College Blvd., Suite E Granite Bay, CA 95746
 Contact: Kevin Sorensen Phone: 916-860-1930
 E-Mail: kevin@streamlineeng.com Fax: 916-860-1941

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GENERAL INFO

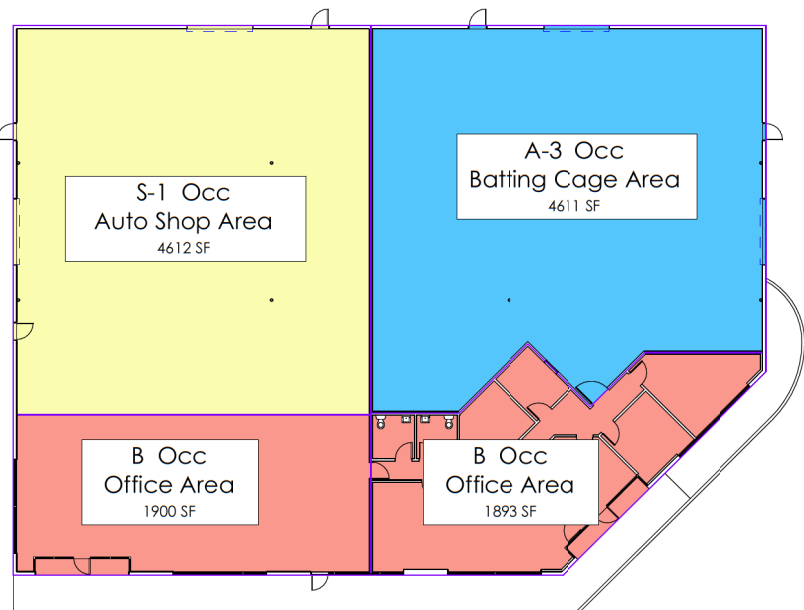
AC



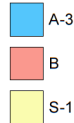
SITE PLAN - CODE

1" = 30'-0"

4



Occupancy Types



OCC TYPE	Area
A-3	4611 SF
B	1893 SF
B	1900 SF
S-1	4612 SF
	13016 SF



LEVEL 1

1/16" = 1'-0"

1

BUILDING CODE		
BUILDING DEPT. (AHJ)	City of Rocklin	
CBC	CBC 2022	
	CODE REFERENCE	
CONSTRUCTION TYPE	TYPE V-B	601
OCCUPANCY TYPE	A-3, B, S-1	310
SPRINKLERS	NFPA 13	901
MIXED USE : NONSEPARATED OCCUPANCIES Note : Area, Height & Stories are Based on A-3 Occupancy (the most restrictive allowances for the occupancy groups per CBC 508.3.2)		
BASIC ALLOWABLE AREA (without height increase)	S1 = 24,000sf	TABLE 506.2 13,016sf
MAX. HEIGHT (without area increase)	S = 60 ft	504.3 20 ft
MAX. STORIES (without area increase)	S = 2 stories	504.4 1 Story

FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS) CBC Table 601	
BUILDING ELEMENTS	Type
Primary structural frame	0 hr
Bearing walls Exterior	0 hr
Interior	0 hr
Non-bearing walls and partitions Exterior	See Table 705.5
Non-bearing walls and partitions Interior	0 hr
Floor construction and associated secondary members (see section 202)	0 hr
Roof construction and associated secondary members (see section 202)	0 hr
Fire Walls (see Table 706.4)	N/A
Stair Enclosures	N/A
Elevator Shafts	N/A
Mechanical Shafts	N/A

TABLE 705.5 FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE			
FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP F-1,M,S-1	OCCUPANCY GROUP A,B,E,F-2,I,R,S-2,U
X < 5	ALL	2 hr	1 hr
5 ≤ X < 10	IA, IVA	2 hr	1 hr
	OTHERS	1 hr	1 hr
10 ≤ X < 30	IA, IB, IVA, IVB	1 hr	1 hr
	IIB, VB	0 hr	0 hr
	OTHERS	1 hr	1 hr
X ≥ 30	ALL	0 hr	0 hr

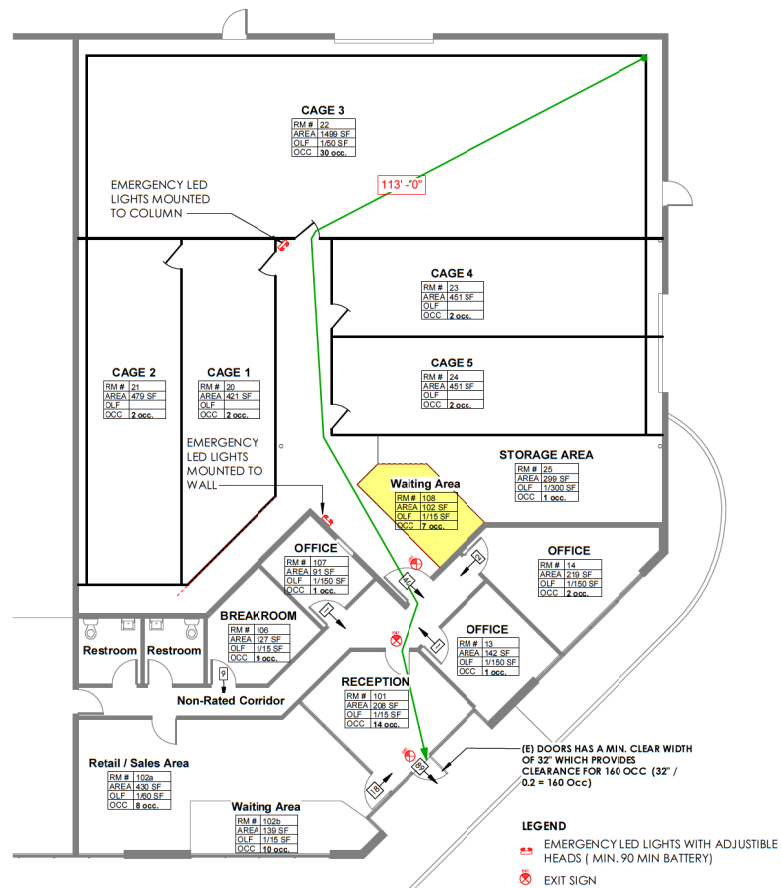
Code Data

BASED ON TYPE V-B CONSTRUCTION

Occupancy Type	Allowable Height per CBC Table 504.3		Allowable Stories per CBC Table 504.4		Allowable Area per CBC Table 506.2		
	S (without area increase)	S (with area increase)	S (without area increase)	S (with area increase)	S1	SM (without height increase)	SM (with height increase)
A-3	60ft	40ft	2	1	24,000sf	18,000sf	6,000sf
B	60ft		3		36,000sf	27,000sf	
S-1	60ft		2		36,000sf	27,000sf	

BATING CAGE AREA OCCUPANT LOAD NOTES

- CAGES 1,2,4 & 5 WILL HAVE A MAXIMUM OF 1 HITTER AND 1 PERSON LOADING THE PITCHING MACHINE PER CAGE.
- CAGE 3 WILL TYPICALLY HAVE 1 PITCHER AND 1 HITTER WITH 2 COACHES FOR THE MAJORITY OF THE TIME. HOWEVER BASED ON THE SIZE OF THE SPACE WE ARE USING THE 1/50 OCCUPANT LOAD FOR EXERCISE ROOM



TENANT SPACE - EGRESS PLAN

3/32" = 1'-0"

2

Issued For:

The Rock Baseball Club
BASEBALL TRAINING FACILITY

4660 Pacific Street, Rocklin, CA 95677

PREPARED FOR

SITE NO: N/A
PROJECT NO: N/A
DRAWN BY: SEAD
CHECKED BY: K. SORENSEN
APPROVED BY: K. SORENSEN

ISSUE STATUS

REV	DATE	DESCRIPTION	CAD
5/23/2024	Permit Submittal		

Licensee:



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ENGINEER:

8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
Contact: Kevin Sorensen Phone: 916-860-1930
E-Mail: kevin@streamlineeng.com Fax: 916-860-1941



SHEET TITLE:

CODE ANALYSIS

SHEET NUMBER:

A1

ASTM E84-23c Fire Test Report

Issued to **Better Baseball**

Product ID **Nylon Netting**

Scope of Evaluation

Fire Testing to ASTM E84-23c "Standard Method of Test for Surface Burning Characteristics of Building Materials".

Test Report Number

RTL0681-1

Date of Test

March 4, 2024

Report Issued on

March 4, 2024

Record Kept until

March 3, 2028

Report Template Control Number

Test Report; V1.6_01-13-2021

Number of Pages in Report

8



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Test Report: RTL0681-1

Client: Better Baseball

Issue Date: 03-04-2024

Report Issued To:

Better Baseball
132 Carruth Dr
Marietta, GA 30060
USA

Proposal Number: SSP-02282024-01

Acceptance Date: Monday, March 4, 2024

Accepted By: Boone Evans

Product ID: Nylon Netting

Witnesses of Test: Drew Mersereau-RTL and Scott Parkhurst-RTL

Test Result:

Flame Spread Index (FSI)	Smoke Developed Index (SDI)
10	10

**See Details of Evaluation on the subsequent pages of this report.*

Classification: A

Prepared by



Name: **Drew Mersereau**
Title: *Senior Project Manager*
Date: March 4, 2024

**Signed for and on the behalf of
Right Testing Laboratories, LLC.**



Scott Parkhurst
Laboratory Manager
March 4, 2024

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Test Report: RTL0681-1

Client: Better Baseball

Issue Date: 03-04-2024

Section 1: Product Details

1.1 Sampling Detail:

The Test Sample was sent directly to Right Testing Labs (RTL). No material production was observed by RTL Staff.

1.2 Sample Receiving Date: Wednesday, February 28, 2024

1.3 Sample Condition as Received: Good

Product ID: (as stated by client) Nylon Netting

Sample Type:	Net	
Sample Received Width:	24	inches
Sample Received Length:	24	feet
Sample Received	0.144	inches
# of Samples Received:	1	pieces

1.4 Sample Conditioning:

Average Temperature:	72	°F
Average Humidity:	54	%RH
Conditioning Time:	5	Days
Moisture Content	N/A	%

Note: Test specimen conditioning was done in accordance with §6.4 of ASTM E84

1.5 Testing Preparation:

The Test sample consisted of 1 net color black, measuring 24-inches by 24-feet by .144-inches thick. The test sample was then placed atop rod and screen on the chamber ledge facing the the heat source, meeting the requirements of ASTM E84.

Section 2: Procedure / Evaluation Method

2.1 Scope of Test Method

This fire-test-response standard is used for the comparative surface burning behavior of building materials and is applicable to exposed surfaces such as walls, ceilings and others. The test is conducted with the specimen in the ceiling position with the surface to be evaluated exposed face down to the ignition source. The material, product, or assembly shall be capable of being mounted in the test position during the test. Thus, the specimen shall either be self-supporting by its own structural quality, held in place by added supports along the test surface, or secured from the back side. The purpose of this test method is to determine the relative burning behavior of the material by observing the flame spread along the specimen. Flame spread and smoke developed index are reported. However, there is not necessarily a relationship between these two measurements.

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Test Report: RTL0681-1

Client: Better Baseball

Issue Date: 03-04-2024

2.1 Scope (Continued from previous page)

The use of supporting materials on the underside of the test specimen has the ability to lower the flame spread index from those which might be obtained if the specimen could be tested without such support. These test results do not necessarily relate to indices obtained by testing materials without such support.

Testing of materials that melt, drip, or delaminate to such a degree that the continuity of the flame front is destroyed, results in low flame spread indices that do not relate directly to indices obtained by testing materials that remain in place.

This standard is used to measure and describe the response of materials, products, or assemblies to heat and flame under controlled conditions, but does not by itself incorporate all factors required for fire-hazard or fire-risk assessment of the materials, products, or assemblies under actual fire conditions. Right Testing Laboratories has obtained the tested values on the test specimen as received when assembled and tested as outlined in this report by using the designated test method(s) noted above. The results obtained only apply to the specimen tested in this report, which does not constitute that Right Testing Laboratories' endorses nor certifies the product tested under this evaluation.

2.2 Procedure

A test specimen of at least 20 inches in width by 24 feet in length is placed onto the support ledge of the fire test chamber. The fire test chamber, a rectangular horizontal duct with a removable lid with inside dimensions, measures approximately 18 inches wide by 12 inches deep by approximately 25 feet long, which is used for comparative surface burning behavior of building materials to determine flame spread index (FSI) and a smoke developed index (SDI). The specimen is exposed to the test flame in the test chamber for a total of 10-minutes with observations recorded. The FSI and SDI of the test specimen are compared to that of the calibration media of UL 723 (Red Oak: Flame Spread and 100% smoke, Concrete Board:0% Smoke) and rounded according to UL 723 Calculations.

In accordance to ASTM E84, the results for FSI and SDI less than 200 are adjusted to the nearest figure divisible by 5.

SDI values over 200 are rounded to the nearest figure divisible by 50.

In order to obtain the Flame Spread Classification, the above results should be compared to the following table:

Classification	FSI	SDI
A	0 through 25	Less than or equal to 450
B	26 through 75	Less than or equal to 450
C	76 through 200	Less than or equal to 450

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Test Report: RTL0681-1

Client: Better Baseball

Issue Date: 03-04-2024

2.3 Test Specimen Details

Sample as Tested Width:	24 inches
Sample as Tested Length:	24 feet
Sample as Tested Thickness:	0.144 inches
# of Samples as Tested:	1 pieces
Testing Date:	3/4/2024
Temperature at Test:	70 °F
Humidity at Test:	58 %RH
Chamber support Type:	Rod and Screen
Mounting Method:	#N/A
Side of Specimen Tested:	Net
Color of Specimen	Black
Cement Board	1/4-inch fiber cement placed over specimen.
Substrate Material	N/A
Total Fuel Consumed (ft ³)	50.15

Section 3: Test Results

3.1 Results

FSI (rounded)	10
SDI (rounded)	10
Classification	A

*See Appendix A for test data sheets.

3.2 Test Data

Total Area (FT/Min)	18.4
FSI (unrounded)	9.5
SDI (unrounded)	12.5
Time of Ignition	00:17
Max Flame Distance 10-min Test (ft)	2.5
Time at Max Flame Distance 10-min (mm:ss)	05:39
Maximum Smoke Obscurity (%)	2
Time at Maximum Smoke (mm:ss)	01:04
Maximum Temperature Exposed Thermocouple (°F)	548
Time at Maximum Temperature (mm:ss)	09:28
Total Duration of Test	10:00

3.3 Observations

event	mm:ss	event	mm:ss	event	mm:ss
Discoloration	None	Splitting	None	Flaking	None
Bubbling	None	Peeling	None	Flaking Embers	None
Shrinking	None	Dripping	None	Flashing	None
Warping	None	Melting	00:05	Falling pieces	None
Blistering	None	Flaming Dripping	00:19	Crackling	None
Sagging	None	Floor Burning	00:40	Afterglow	None
Cracking	None	Charring	None	Afterburn	None

Other Observations: Melting at 5-seconds. Ignition at 17-seconds. Flaming dripping at 19-seconds. Floor Burning at 40-seconds. No further observations.

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Test Report: RTL0681-1

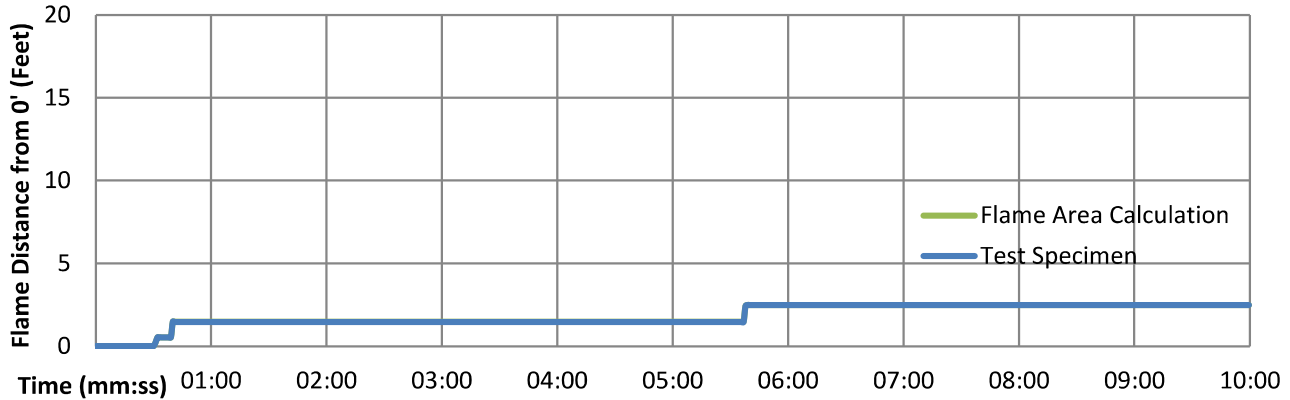
Client: Better Baseball

Issue Date: 03-04-2024

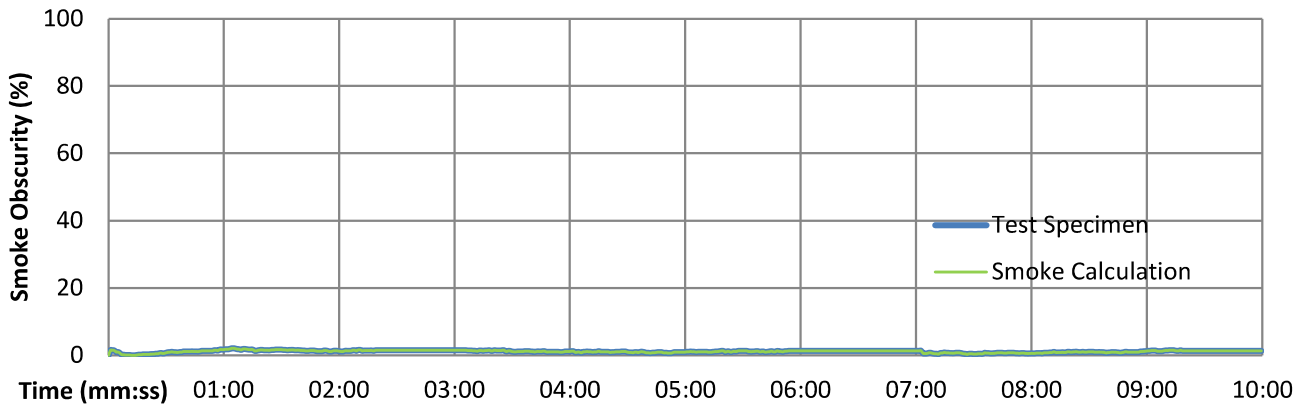
Appendix A - Test Data

Product ID Nylon Netting

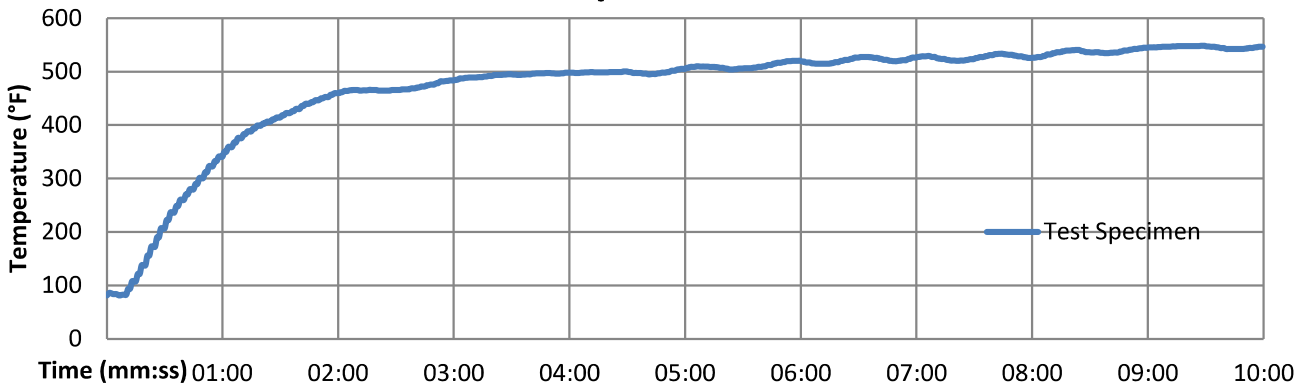
Flame Curve



Smoke Curve



Time Temperature Curve



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Appendix B - Photographs

Product ID

Nylon Netting

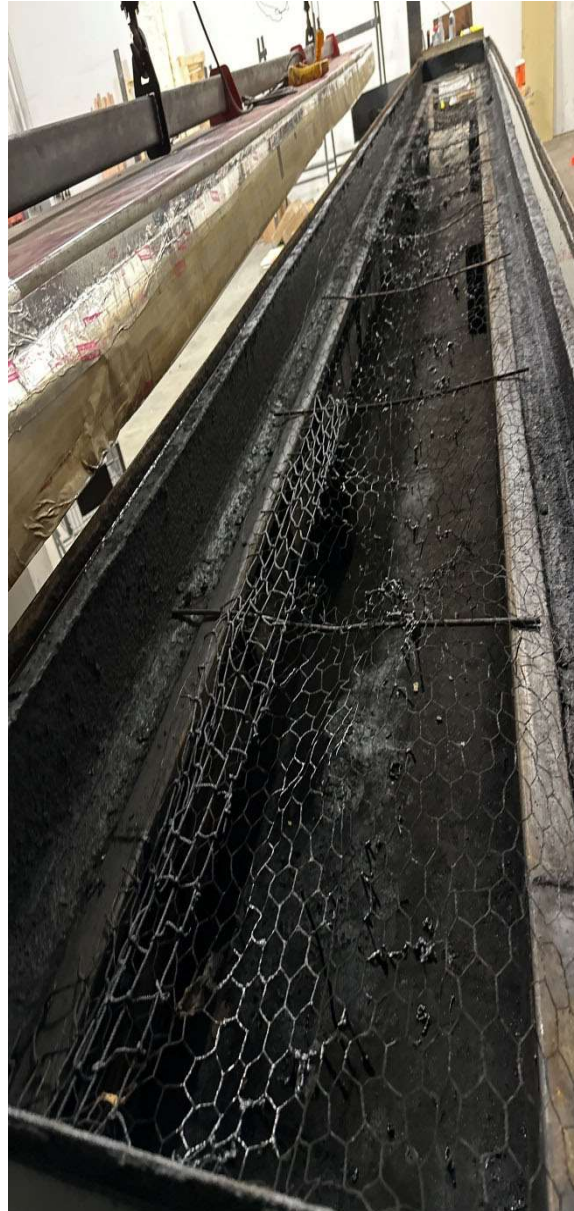


Photograph No. 1: The entire 24-foot long test specimen shown prior to testing from the test chamber's burner end (left), and from the vent end (right).

Test Report: RTL0681-1

Client: Better Baseball

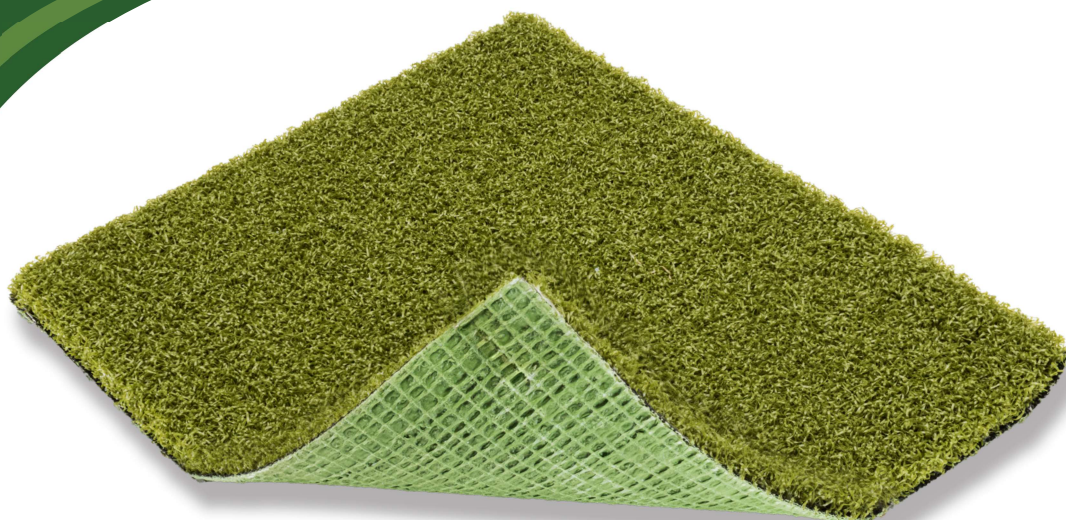
Issue Date: 03-04-2024



Photograph No. 2: The test specimen after the 10-minute fire exposure test shown from the chamber's burner end (left), and from the vent end (right).

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PL308



APPLICATION

As one of our premier putting surfaces, this product is ideal for putting, short chip shots, and indoor golf facilities. The speed of the green will depend on the installation method. This product can be installed indoors or outdoors on concrete or a compacted aggregate base.



PROPERTY	DESCRIPTION
Primary/Stalk Yarn Type:	Nylon
Secondary/Thatch Yarn Type:	N/A
Yarn Cross Section:	Texturized Nylon
Standard Color(s)*:	Turf or Verde/Lime
UV Stabilized:	Yes
Fabric Construction:	Tufted
Primary Backing:	ArmorLoc™ 3L Stabilized Woven PP/PET Multilayer
Coating Type(s):	Natural Rubber or SilverBack™ Polyurethane
Perforations:	Not Recommended
Yarn Denier/Ends:	4400/8
Pile Height:	3/8"
Face Weight:	36 oz/yd ²
Fabric Width:	15 ft.

*Custom colors available upon request

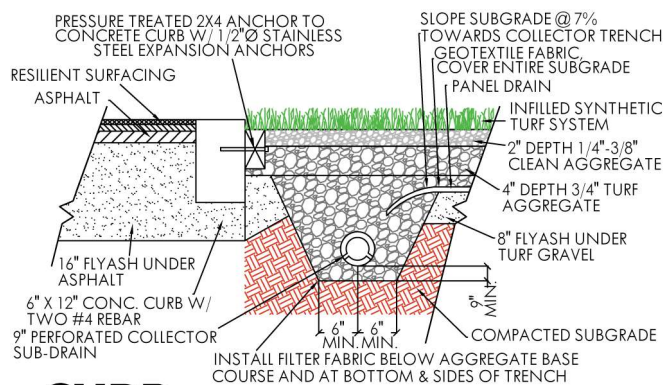
200 Howell Dr. Dalton GA 30721

www.cpturf.com

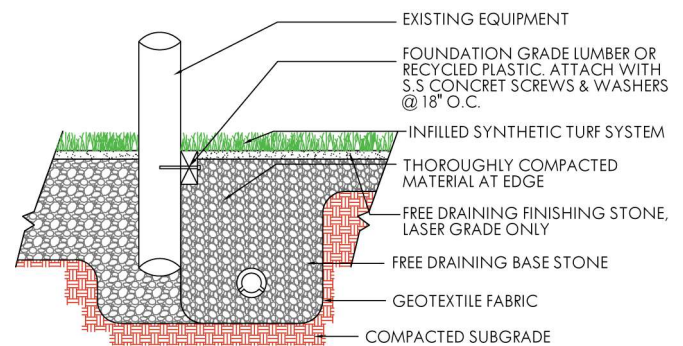
800.564.4492

PL308

FINISHED FABRIC	ENGLISH SYSTEM		METRIC SYSTEM		ASTM TEST F-1551
Nominal Specification	Value	Units	Value	Units	Method
Pile Height (Nominal)	.375	In.	9.53	mm.	D-5823
Face Weight	36	oz/yd ²	1221	g/m ²	D-5848
Total Fabric Weight	71	oz/yd ²	2407	g/m ²	D-5848
Primary Backing Weight	7	oz/yd ²	237	g/m ²	D-5848
Secondary Coating Weight	28	oz/yd ²	1390	g/m ²	D-5848
Tuft Bind	>8	lbs.	>3.6	Kg.	D-1335
Grab Tear Strength (Average)	>200	lbs.	>91	Kg.	D-5034
Lead Content	<50	ppm	<50	ppm	F-2765
Total Yarn Linear Density	4,400	Denier	4,889	D-Tex	D-1577
Tensile Strength	8.0	lbs.	3.63	Kg.	D-5034
Stitch Rate	28	Per 3"	71.12	Per 10 cm	D-5793
Machine Gauge	0.1875	In.	0.48	Cm.	D-5793
Flammability	TEST	PASSED	TEST	PASSED	D-2859
Fiber Thickness	–	–	100	microns	D-3218



CURB



EQUIPMENT

It is the policy of Controlled Products to continuously improve their line of products. Therefore, Controlled Products reserves the right to change, modify or discontinue systems, specifications and accessories of all products at any time without notice or obligation to purchaser.

TEST REPORT

DATE:01-19-2024
Page 1 of 1
TEST NUMBER:0304370

CLIENT	Controlled Products
---------------	---------------------

TEST METHOD CONDUCTED	ASTM E648 Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using A Radiant Heat Energy Source, also referenced as NFPA 253 and FTM Standard 372
------------------------------	---

DESCRIPTION OF TEST SAMPLE	
IDENTIFICATION	PL308
REFERENCE	PO# 4721

GENERAL PRINCIPLE

This procedure is designed to measure the critical radiant flux at flame out of horizontally mounted floor covering systems exposed to a flaming ignition in a test chamber which provides a graded radiant heat energy environment. The imposed radiant flux simulates the thermal radiation levels likely to impinge on the floors of a building whose upper surfaces are heated by flames from a fully developed fire in an adjacent room or compartment. The test result is an average critical radiant flux (watts/square cm) which indicates the level of radiant heat energy required to sustain flame propagation in the flooring system once it has been ignited. A minimum of three test specimens are tested and the results are averaged. Theoretically, if a room fire does not impose a radiant flux that exceeds this critical level on a corridor floor covering system, flame spread will not occur.

The NFPA Life Safety Code 101 specifies as Class 1 Critical Radiant Flux of .45 watts/sq cm or higher and Class 2 Critical Radiant Flux as .22 - .44 watts/sq cm.

FLOORING SYSTEM ASSEMBLY			
SUBSTRATE	Mineral-Fiber/Cement Board	UNDERLAYMENT	Loose Laid
ADHESIVE	N/A	CONDITIONING	Minimum of 96 hours at 70 ±5°F and 50 ± 5% relative humidity

	Distance Burned	Time To Flame Out	Critical Radiant Flux
Specimen 1	40 cm	15 minutes	0.48 watts/square cm
Specimen 2	39 cm	21 minutes	0.49 watts/square cm
Specimen 3	31 cm	20 minutes	0.47 watts/square cm

Average Critical Radiant Flux	0.48 Watts/Square Cm
Standard Deviation	0.01 Watts/Square Cm
Coefficient of Variation	1.7 %

NOTE: Meets or exceeds Class 1 rating as specified in NFPA Life Safety Code 101.

APPROVED BY:



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**PJLA
Testing**
Accreditation #93341



City Council Staff Report

Subject: Zone Rocklin Project Update

Date: August 27, 2024

Submitted By: Sherri Conway, Assistant City Manager

Department: City Manager's Office

Recommendation:

Receive a Presentation on the Zoning Ordinance and Map Update Project (ZONE ROCKLIN).

Background:

The purpose of the Zone Rocklin Project is to update Rocklin's Zoning Ordinance and Map to produce a comprehensive, state-of-the-art, flexible, and user-friendly Zoning Code, consistent with the recommendations of the Community Development Department Organizational Assessment completed in 2023. This project is also included in the City Council's adopted 2023-2025 Strategic Plan work plan.

The goal of the Zone Rocklin Project is to create a comprehensive document that achieves the following:

- Streamlined and transparent in its administration and decision-making processes
- Promotes economic development and high-quality design
- Provides flexibility
- Is intuitive, graphic, and user-friendly
- Is consistent with State and federal law

Since the project kick off in May, staff and the consultant team from Miller Planning Associates (MPA) have worked closely on data gathering, identifying project objectives, and establishing a public outreach strategy that includes a designated webpage, where members of the public can view the latest project updates and sign up to receive notifications regarding the project.

At the City Council Meeting, Martha Miller, AICP, lead project manager with MPA, will provide an overview of the project, efforts made to date, and next steps.