



ROCKLIN CITY COUNCIL

City Council Regular Meeting

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

September 24, 2024
General Session 6:00 p.m.

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

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

HOW TO PARTICIPATE

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

WRITINGS RECEIVED AFTER AGENDA POSTING

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

AMERICANS WITH DISABILITIES ACT

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

LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than \$250 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

AGENDA

MEETING INSTRUCTIONS

The public may listen to audio or view the meeting via live stream at <https://www.rocklin.ca.us/agendas-minutes>.

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

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 September 10, 2024 Regular Meeting of the City Council](#)
Recommendation: Approve the Minutes of the September 10, 2024 Regular Meeting of the City Council.

- C2. [Proclamation Declaring October 6 - 12, 2024 as Fire Prevention Week](#)
Recommendation: Approve a Proclamation Declaring October 6 - 12, 2024 as Fire Prevention Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

- C3. [Proclamation Honoring Michael R. Lee for 40 Years of Public Service](#)
Recommendation: Approve a Proclamation of the City Council of the City of Rocklin Honoring Michael R. Lee for 40 Years of Public Service.
- C4. [City Clerk Consulting Services - Contract Amendment](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 1 to the Contract for Services with DRB Consulting Services, LLC and Authorizing the City Manager to Execute Amendment No. 1.
- C5. [Resolution in Support of Proposition 36](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Supporting Proposition 36 - the Drug and Theft Crime Penalties and Treatment-Mandated Felonies Initiative.
- C6. [Monument Springs Drive Roadway and Bridge Improvements Project - Contract Amendment](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the First Amendment to the Professional Services Contract with Dokken Engineering for Design Services for the Monument Springs Drive Roadway and Bridge Improvements Project and Authorizing the City Manager to Execute the Amendment.
- C7. [Four Star Building Maintenance Contract For Services](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract for Services with Four Star Building Maintenance for Parks Restroom Cleaning, Security, and Dog Park Trashing Services.

PRESENTATIONS

<i>In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.</i>
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- P1. Proclamation Declaring October 6 - 12, 2024 as Fire Prevention Week

PUBLIC HEARINGS

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

PH1. [Rocklin Municipal Code Changes Related to the Establishment of Service Fees](#)

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

Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing and Replacing Sections 3.32.020, 3.32.030, and 3.32.050 of the Rocklin Municipal Code Related to the Establishment of Service Fees.

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 54957, Public Employee Performance Evaluation: City Attorney
- CS3. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Janda, Unrepresented Employee: City Attorney

REPORT OUT OF CLOSED SESSION

ADJOURNMENT



City Council Staff Report

Subject: Minutes of the September 10, 2024 Regular Meeting of the City Council

Date: September 24, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

Approve the Minutes of the September 10, 2024 Regular Meeting of the City Council.

ATTACHMENTS:

1. [DRAFT City Council Meeting Minutes of September 10, 2024](#)



ROCKLIN CITY COUNCIL

City Council Regular Meeting

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

September 10, 2024
General Session 6:00 p.m.

MEETING MINUTES -DRAFT-

CALL 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

None.

CITIZENS ADDRESSING THE CITY COUNCIL

Ms. Kathy Connors addressed the City Council about the challenges she experienced in getting a smaller refuse container through Recology and the differences in senior discount pricing throughout the County.

In response to Ms. Connors, Councilmember Halldin commented that some other cities such as Roseville also have similar size limitations by not offering smaller refuse containers or providing discounted prices to seniors.

City Manager Zimmermann shared that the City was currently in franchise negotiations with Recology mentioning that this issue along with others are being taken into consideration and

would be available for further discussion when the agreement is presented to the City Council. She also clarified that Roseville is not served by Recology.

Mayor Janda stated that seniors in Lincoln also received large refuse containers and underscored that he would look into this. Vice Mayor Gayaldo stated that there was a program to offer seniors assistance with bringing refuse containers to the curb.

Mr. William McEnroe addressed the City Council and spoke about the lack of discounts being available to charities renting City of Rocklin facilities.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Vice Mayor Gayaldo shared that the Mosquito Vector Control District was actively spraying mosquitoes of an invasive species located near Yankee Hill Road, noting that members of the public had been notified of this; indicated that the Sacramento Area Council of Governments (SACOG) held multiple small group meetings to address SB350 requirements and meeting numbers on housing projects and reducing greenhouse gas emissions set by the California Air Resources Board, underscoring the importance of meeting the 2025 and 2027 deadlines in order to receive SB1 funding; and mentioned that the Rocklin firefighters were having a Fill the Boot campaign on September 14, 2024.

City Manager Zimmermann shared that the City was currently accepting applications for an unscheduled vacancy on the Parks and Recreation Commission; shared the following upcoming events: a concert by Rodney Atkins at Quarry Park Amphitheater on September 14; Patriot Day on Saturday, September 15 to be held at Johnson-Springview Park; and the Hot Chili and Cool Cars event at Quarry Park on September 21, 2024. City Manager Zimmermann stated that due to the fire season, a couple staff members of the Fire department had been deployed to assist on strike teams throughout the state.

CONSENT CALENDAR

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

- C1. Minutes of the August 13, 2024 Regular Meeting of the City Council
Action: Approved the Minutes of the August 13, 2024 Regular Meeting of the City Council.
- C2. Minutes of the August 27, 2024 Regular Meeting of the City Council
Action: Approved the Minutes of the August 27, 2024 Regular Meeting of the City Council.

- C3. Energy Efficiency Conservation Block Grant Agreement
Action: Adopted Resolution 2024-211 of the City Council of the City of Rocklin Authorizing the City Manager to Enter Into a Grant Agreement with the Department of Energy for an Energy Efficiency Conservation Block Grant.
- C4. City Property Located at 5240 Front Street - Declaration of Exempt Surplus Land
Action:
A. Adopted Resolution 2024-212 of the City Council of the City of Rocklin Repealing Resolution No. 2024-186 that Declared that the Real Property Located at 5240 Front Street, Rocklin, California (APN 010-144-003-000) to be Surplus Land Pursuant to California Government Code § 54220 et seq.
B. Adopted Resolution 2024-213 of the City Council of the City of Rocklin Declaring that the Real Property Located at 5240 Front Street, Rocklin, California (APN 010-144-003-000) is Exempt Surplus Land Pursuant to California Government Code § 54220 et seq. and Finding That Such Declaration is Exempt From Environmental Review Under the California Environmental Quality Act, and Taking Related Actions.
- C5. Second Amended and Restated Joint Powers Agreement for Pioneer Community Energy
Action: Adopted Resolution 2024-214 of the City Council of the City of Rocklin Approving the Revised Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy.
- C6. Astound Business Solutions, LLC Internet And WAN Data Transport Services Agreement
Action: Adopted Resolution 2024-215 of the City Council of the City of Rocklin Approving and Authorizing an Agreement with Astound Business Solutions, LLC for Fiber Internet and WAN Data Transport Services and Authorizing the City Manager to Execute an Agreement.
- C7. Rocklin Road at Pacific Street Roundabout Notice of Completion
Action: Adopted Resolution 2024-216 of the City Council of the City of Rocklin Accepting the Public Work Known as the Rocklin Road at Pacific Street Roundabout Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (George Reed, Inc.).
- C8. Proclamation for 100 Year Anniversary of Boy Scout Troop 29
Action: Approved a Proclamation of the City Council of the City of Rocklin Honoring the 100 Year Anniversary of Boy Scout Troop 29.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C8 by Councilmember Broadway and seconded by Councilmember Halldin. Passed by the following vote:

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

PUBLIC HEARINGS

PH1. 2023 Consolidated Annual Performance and Evaluation Report (CAPER)

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

Adopted Resolution 2024-217 of the City Council of the City of Rocklin Authorizing Staff to Submit the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) and Authorizing the City Manager to Execute and File All Documents Required for Submittal to the U.S. Department of Housing and Urban Development (HUD).

Mayor Janda opened the public hearing for Item PH1.

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

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item PH1.

Motion to approve Public Hearing Item No. PH1 by Councilmember Broadway, seconded by Vice Mayor Gayaldo. Passed by the following vote:

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

PH2. Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Approval of the Issuance of California Enterprise Development Authority Revenue Obligations for the Benefit of the Rocklin Academy

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

Adopted Resolution 2024-218 of the City Council of the City of Rocklin Approving the Issuance by California Enterprise Development Authority of Not to Exceed \$50,000,000 Aggregate Principal Amount of the Authority's Revenue Obligations for

the Benefit of the Rocklin Academy for the Purpose of Financing, Refinancing and/or Reimbursing the Cost of Acquiring, Constructing, Developing, Installing, Equipping and Furnishing Educational Facilities and Related and Ancillary Facilities.

Mayor Janda opened the public hearing for Item PH2.

Management Analyst Megan Bressem presented the item to City Council.

Vice Mayor Gayaldo expressed that it was strange for the City Council to approve a bond as there was no obligation to pay for it, and wanted residents to be aware of this.

Mr. Ace Ensign, Finance Director with Rocklin Academy, clarified that the Rocklin Academy Gateway currently leased the campus facility located on Lonetree Boulevard and the bond would allow for the purchase of the facility; underscored that there were no General Fund obligations from the City and rather, the funding of the bond would come from the general fund of the charter school.

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item PH2.

Motion to approve Public Hearing Item No. PH2 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

FUTURE AGENDA ITEMS

There were none.

PUBLIC COMMENT ON CLOSED SESSION

There were none.

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.

Members of the City Council returned to the Council Chambers at 7:33 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

ADJOURNMENT

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

This is to certify that the foregoing is a true and correct copy of the minutes of September 10, 2024 as approved by the Rocklin City Council.

Avinta Singh, City Clerk



City Council Staff Report

Subject: Proclamation Declaring October 6 - 12, 2024 as Fire Prevention Week

Date: September 24, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

Approve a Proclamation Declaring October 6 - 12, 2024 as Fire Prevention Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:

[1. Fire Prevention Week Proclamation](#)

Proclamation

Issued by City Council

*Fire Prevention Week
October 6-12, 2024*

WHEREAS, Fire Prevention Week, a tradition established in 1925 by President Calvin Coolidge, stands as the longest-running public health observance in our country; and

WHEREAS, the unwavering commitment of the City of Rocklin to ensuring the safety and security of all those living in and visiting our community is steadfast; and

WHEREAS, the 2024 Fire Prevention Week theme is "Smoke alarms: Make them work for you!"; and

WHEREAS, in 2022, there were an estimated 1.5 million fires in the United States, resulting in 3,790 civilian fire deaths and 13,250 civilian fire injuries; and

WHEREAS, the National Fire Protection Association reports that during residential fires, people have nearly a 50 percent better chance of surviving a fire if their home has the recommended number of operating smoke alarms; and

WHEREAS, missing or non-functional power sources, including missing or disconnected batteries, dead batteries, and disconnected hardwired alarms, were the most common factors when smoke alarms failed to operate; and

WHEREAS, Rocklin residents should install smoke alarms in every bedroom, outside each separate sleeping area (like a hallway), and on each level (including the basement) of the home; and

WHEREAS, Rocklin residents should test smoke alarms at least once a month by pushing the test button; and

WHEREAS, Rocklin residents should replace all smoke alarms when they are ten years old or stop responding when tested.

***NOW, THEREFORE, BE IT RESOLVED,** the Mayor and members of the City Council of the City of Rocklin do hereby proclaim and call upon all citizens of Rocklin to observe the week of October 6 - 12, 2024, as "Fire Prevention Week" and urge all the people of Rocklin to check their smoke detectors for proper operation and support the many public safety activities and efforts of the Rocklin Fire Department.*

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: Proclamation Honoring Michael R. Lee for 40 Years of Public Service

Date: September 24, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

Approve a Proclamation of the City Council of the City of Rocklin Honoring Michael R. Lee for 40 Years of Public Service.

ATTACHMENTS:

1. [Proclamation Honoring Michael R. Lee for 40 Years of Public Service](#)

Proclamation

Issued by City Council

Honoring Michael R. Lee for 40 Years of Public Service

WHEREAS, Michael R. Lee has for 40 years faithfully and effectively served Placer County, as a Placer County Supervisor for 16 years and as a Placer County Water Agency (PCWA) Director for 24 years.

WHEREAS, Mr. Lee moved to Loomis in 1968, immediately becoming the owner/operator of the Villa Market, and then opening Loomis Travel Agency in 1982. In his commitment to the community, local business, and local government, Mr. Lee served on the Sierra Planning Council, Tahoe Regional Planning Agency, Local Transportation Commission, National Association of Counties, Motherlode Supervisors Association, and as President of the Loomis Chamber of Commerce; and

WHEREAS, as a County Supervisor, Mr. Lee was a fiscal conservative with a reputation for excellent oversight; his priorities were the Loomis Basin General Plan, transportation, law enforcement, fire protection, local business, and advocating to bring the Hewlett-Packard Company to Placer County. Mr. Lee also advocated to form an independently elected Board of Directors for PCWA in 1975. Beginning in 1991, Mr. Lee led and managed construction of the Twelve Bridges project, transforming Lincoln from only a few thousand residents to one of Placer County's most beautiful and thriving communities, and expanding the PCWA canal system to serve the new community; and

WHEREAS, as a PCWA Board Member, Mr. Lee served the following seats: Finance Committee, Audit Committee, American River Authority, multiple water committees, Regional Water Authority, Mountain Counties Water Resources Association, and the Middle Fork Project Finance Authority, chairing eight years on that Authority; and

WHEREAS, Mr. Lee's accomplishments as a PCWA Board Member include construction of the American River and Ophir Road Pump Stations, retiring the Middle Fork Project (MFP) bonds and transitioning to independent power operation, securing of a 40-year Federal license for the MFP, signing of the Truckee River Operating Agreement, preservation of sustainable canal water service for agriculture, two expansions of the Foothill Water Treatment Plant (WTP), and securing funds for the pending construction of the Ophir WTP; and

WHEREAS, Mr. Lee is recognized by his peers as knowing how to get the job done with honesty and integrity, for his service to the Loomis Lions Club, the South Placer Heritage Foundation, the Sacramento Safety Council, the Library Authority, the Criminal Justice and Delinquency Prevention Council, and the Volunteer Fire Department. Mr. Lee has served all these roles with unwavering commitment to the people of Placer County, with thoughtfulness and wisdom, and with decorum.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and members of the City Council of the City of Rocklin do hereby honor Michael R. Lee for his 40 years of public service and congratulate him on his retirement.

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: City Clerk Consulting Services - Contract Amendment

Date: September 24, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 1 to the Contract for Services with DRB Consulting Services, LLC and Authorizing the City Manager to Execute Amendment No. 1.

Background:

In November 2023, the entered into an agreement with DRB Consulting Services, LLC under the City Manager's authority, for supplemental services while recruitments were underway to fill vacancies in the City Clerk's Office. The contract ceiling is \$40,000. All vacancies have been filled; however, there is still a need for supplemental services to support priority projects.

At this time, staff recommends amending the contract with DRB Consulting Services, LLC for the following additional professional services to leverage their experience and expertise in the area of records support:

- Assessment of current records program and recommendation for backfile conversion of paper records into a digital format
- Review and update of Records Retention Schedule
- Stakeholder outreach during the Records System RFP process

The amendment will extend the term of the agreement until June 30, 2025, and revise the total contract not-to-exceed amount to \$68,000.

Fiscal Impact:

Amendment No. 1 increases the contract ceiling to \$68,000. There are sufficient funds available in the Fiscal Year 2024/25 Operating Budget for this contract amendment.

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - Amendment No. 1](#)
3. [Original Contract with DRB Consulting Services, LLC](#)

RESOLUTION 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING
AMENDMENT NO. 1 TO THE CONTRACT FOR SERVICES WITH
DRB CONSULTING SERVICES, LLC AND AUTHORIZING THE
CITY MANAGER TO EXECUTE AMENDMENT NO. 1

WHEREAS, on November 28, 2023, the City of Rocklin entered into an agreement with DRB Consulting Services, LLC to provide professional services to the City Clerk's Office, in the amount of \$40,000; and

WHEREAS, it is hereby recommended to amend the agreement to extend the term through June 30, 2025, and increase the contract's total not-to-exceed amount by \$28,000, for a new total not-to-exceed amount of \$68,000, and to revise the scope of work to include records support to the City Clerk's Office.

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute Amendment No. 1 to the Contract for Services with DRB Consulting Services, LLC, in substantially the form attached hereto as Exhibit A.

PASSED AND ADOPTED this 24th day of September, 2024 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

**AMENDMENT NO. 1
TO CONTRACT FOR SERVICES BETWEEN
THE CITY OF ROCKLIN AND DRB CONSULTING SERVICES, LLC**

This Amendment is effective as of March 29, 2024, by and between the City of Rocklin, a municipal corporation ("City") and DRB Consulting Services, LLC ("Contractor") who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Contract for Services dated November 28, 2023, to provide professional services to the City Clerk's Office (hereafter "Agreement"); and

WHEREAS, the City and Contractor agree to amend the Agreement to increase the total compensation, extend the term, and revise the scope of work.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Agreement as follows:

1. Section 2 "Compensation", subsection "A" is amended to increase the total compensation not-to-exceed sum to Sixty-Eight Thousand Dollars (\$68,000).
2. Section 4 "Term of Contract", subsection "A" is amended and shall continue in effect until June 30, 2025, unless sooner terminated as provided herein.
3. Exhibit A "Contractor Proposal/Scope of Work" is amended and DRB Consulting Services, LLC shall provide professional services as described in Exhibit A attached hereto.
4. Exhibit B "Schedule of Performance" is amended and services shall conclude by June 30, 2025.
5. Exhibit C "Schedule of Fees" is amended as described in Exhibit C attached hereto.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

Executed as of the date first written above.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

CONTRACTOR:

By: _____
Dawn Bullwinkel, Sole Proprietor

APPROVED AS TO FORM:

By: _____
Daniel Cucchi,
Acting Assistant City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

Exhibit A

Contractor Proposal/Scope of Work

Initially, DRB Consulting Services, LLC, provided the following professional services to the City Clerk's Office.

- Agenda Management and Council Support Services
- Review/evaluation/recommendations for improved agenda management
- Assist with evaluation and implementing Public Records Request Delivery
- Board and Commission recruitment
- Other support for City administrative services as agreed upon

With the first amendment to the Contract for Services, DRB Consulting Services, LLC, will support the City Clerk's Office with the following professional services, consistent with the following tasks.

Records Support

- Assessment of current records program and departmental records inventory/status.
- Review and update of Records Retention Schedule.
- Stakeholder outreach during the Records System RFP process including requirements, demos, and vendor evaluation.
- Assessment and recommendation for backfile conversion of paper records into a Digital Records Repository with proper metadata according to an agreed-upon file plan.

Exhibit C

Schedule of Fees

The estimated amount for professional services as provided above will be up to \$68,000. DRB Consulting Services, LLC will invoice for up to 340 hours of professional consulting hours incurred at \$200 per hour.

Expenses include, but are not limited to, mileage (at current IRS rates) and parking.

Appropriate fees for customized documentation will be agreed upon before delivery and will become the property of the City of Rocklin.

Additional work not contemplated in this proposal will be billed at \$200 per hour and will begin only after agreed upon between the City and DRB consulting, LLC.

CONTRACT FOR SERVICES

THIS CONTRACT is made on November 28, 2023, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and DRB CONSULTING SERVICES, LLC. "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Forty Thousand (\$40,000)**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

- (1) Job/project name or description;
- (2) City's current purchase order and/or work order number (if applicable);
- (3) Contractor's invoice number;
- (4) Date of invoice issuance;
- (5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- (6) Amount of invoice, itemizing all authorized reimbursable expenses; and

Contract for Services
DRB Consulting LLC

(7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until **March 29, 2024** unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

5. SUSPENSION/TERMINATION:

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

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DRB Consulting LLC

- i. Contractor shall immediately cease rendering services pursuant to this agreement;
- ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
- iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall

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deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

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D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

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Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and

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content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

1. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.

2. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies.** If any of the required policies for professional liability insurance provide claims-made coverage:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

10. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents.** This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If

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any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. Non-Discrimination in Employment and Equal Employment Opportunity.

Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. Inspection of Records. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. Severability. If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. Waiver. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

City of Rocklin
Aly Zimmermann, City Manager

Contract for Services
DRB Consulting LLC

3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: DRB CONSULTING SERVICES, LLC
Dawn Bullwinkel
1518 Stoney Cross lane
Lincoln, CA 95648
dbullwinkel@solutions-mrq.com

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

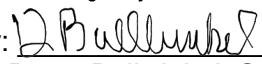
J. **Power and Authority to Enter into Agreement.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

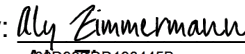
L. **Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

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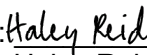
CONTRACTOR

DocuSigned by:
By: 
Dawn Bullwinkel, Sole Proprietor

CITY OF ROCKLIN

DocuSigned by:
By: 
Aly Zimmermann, City Manager

ATTEST:

DocuSigned by:
By: 
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

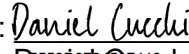
DocuSigned by:
By: 
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

DRB Consulting Services, LLC will support the City of Rocklin with the following Professional Services to the City Clerk's Office, consistent with the following tasks.

- Agenda Management and Council Support Services
- Review/evaluation/recommendations for improved agenda management
- Assist with evaluating and implementing Public Records Request delivery
- Board and Commission recruitment
- Other support for City administrative services as agreed upon

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EXHIBIT B

Schedule of Performance

Services shall commence upon execution of this agreement by the City of Rocklin and shall conclude on March 29, 2024.

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EXHIBIT C

Schedule of Fees

The estimated amount for professional services as provided above will be up to \$40,000. DRB Consulting Services, LLC will invoice for up to 200 hours of professional consulting hours incurred at \$200 per hour.

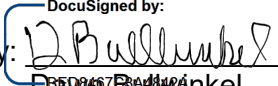
Expenses include, but are not limited to, mileage (at current IRS rates) and parking.

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR

By:  _____
Dawn Bullwinkel



City Council Staff Report

Subject: Resolution in Support of Proposition 36

Date: September 24, 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 Supporting Proposition 36 - the Drug and Theft Crime Penalties and Treatment-Mandated Felonies Initiative.

Background:

Proposition 36, the Drug and Theft Crime Penalties and Treatment-Mandated Felonies Initiative will be on the November 2024 statewide ballot. This measure would amend state laws to (1) create a new court process for certain drug possession crimes, (2) require a warning of future criminal liability for people convicted of drug distribution, (3) increase penalties for certain drug crimes, and (4) increase penalties for certain theft crimes. Some of these changes would undo certain reductions in punishment enacted by Proposition 47. Ultimately the measure would make changes to current laws when it comes to addressing rampant retail theft or the growing epidemic of fentanyl overdoses.

In November 2014, California voters passed Proposition 47, which reduced the charges for nonviolent property crime to misdemeanors if they were under \$950. It also changed some drug possession charges from felonies to misdemeanors. As a result, many jurisdictions have seen increases in retail theft, particularly organized retail theft. Proposition 36 will roll back some of these changes from Prop 47 and increase charges for repeat offenders.

Key proposals in Prop 36 include:

- **Drug and Mental Health Treatment:** Mandates treatment for drug addiction with enforceable legal consequences for non-compliance, aiming to support recovery.
- **Tougher Laws on Drug Dealing:** Proposes increased penalties for drug dealers, especially those involved with fentanyl and other hard drugs, with provisions for murder charges if trafficking leads to death.
- **Revising Theft Penalties:** Reintroduces harsher penalties for repeat theft offenses, target "smash and grab" crimes, and allows for the aggregation of theft values to elevate charges to felonies.

The initiative would also increase penalties for certain drug crimes by increasing sentence lengths and level of crime. The initiative would add fentanyl to the list of drugs (cocaine,

heroin, and methamphetamine) that would warrant a felony charge if an individual possessed one of the listed drugs and a loaded firearm. The punishment for this crime is up to four years in prison. Currently, possessing fentanyl and a loaded firearm is punishable by up to one year in jail.

Furthermore, the initiative would increase sentences based on the quantity of certain drugs sold illegally. The initiative would require individuals who receive increased sentences because of this to serve their entire sentence in state prison instead of county jail regardless of their criminal history.

In addition, the proposed ballot measure will:

- Hold those who are committing repeated retail theft and fentanyl sales crimes accountable for the safety and health of our communities.
- Create accountability for repeat smash and grab offenders who are driving up costs for all Californians and chasing retailers out of the state.
- Bring back incentives and accountability that are needed for individuals to get into necessary drug treatment and job training programs — helping them begin new lives. Currently those arrested multiple times for hard drug use currently have no incentive to choose treatment, with no consequences.

A "yes" vote supports making changes to Proposition 47 approved in 2014, including:

- Classifying certain drug offenses as treatment-mandated felonies.
- Increasing penalties for certain drug crimes by increasing sentence lengths and level of crime.
- Requiring courts to warn individuals convicted of distributing illegal drugs of their potential future criminal liability if they distribute deadly drugs like fentanyl, heroin, cocaine, and methamphetamine; and
- Increasing sentences for theft based on the value of the property stolen.

A "no" vote opposes this initiative that makes changes to Proposition 47, thereby maintaining the status quo with certain drug and theft crimes as misdemeanors.

Support for Proposition 36 is in alignment with the City's adopted Legislative Platform under the following sections:

Public Safety

- Support: Legislation that promotes comprehensive and effective drug and alcohol education, intervention, and rehabilitation programs
- Support: Legislative efforts to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue services, emergency medical services, and disaster preparedness initiatives.

Staff recommends adopting the attached Resolution which supports Proposition 36.

Fiscal Impact:

There is no fiscal impact to the staff recommendation.

ATTACHMENTS:

[1. Resolution](#)

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN,
CALIFORNIA SUPPORTING PROPOSITION 36 – THE DRUG AND THEFT
CRIME PENALTIES AND TREATMENT-MANDATED FELONIES INITIATIVE

WHEREAS, Californians statewide will be asked to vote on Proposition 36 – the Drug and Theft Crime Penalties and Treatment-Mandated Felonies Initiative as an initiated state statute on November 5, 2024; and

WHEREAS, the bipartisan measure is focused on improving safety in every community and neighborhood in California and focuses narrowly on accountability measures for repeat offenders of theft and drug traffickers of serious drugs like fentanyl, while incentivizing and encouraging more individuals to participate in and complete drug treatment programs; and

WHEREAS, the Initiative has garnered support from small business owners, victims of fentanyl, social justice leaders, community organizations, and elected officials, and aims to address the rising issues of drug addiction and theft; and

WHEREAS, Proposition 36 would increase penalties for crimes where money or property worth \$950 or less is stolen and would also increase sentences based on the amount of property stolen; and

WHEREAS, the Initiative would also increase penalties for certain drug crimes by increasing sentence lengths and level of crime; and

WHEREAS, in addition, the proposed ballot measure would hold those who are committing repeated retail theft and fentanyl sales crimes accountable for the safety and health of our communities; create accountability for repeat smash and grab offenders who are driving up costs for all Californians and chasing retailers out of the state; bring back incentives and accountability that are needed for individuals to get into necessary drug treatment and job training programs; and

WHEREAS, this measure would amend State laws to (1) create a new court process for certain drug possession crimes; (2) require a warning of future criminal liability for people convicted of drug distribution; (3) increase penalties for certain drug crimes; and (4) increase penalties for certain theft crimes.

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

Section 1. The above recitals are true and correct and are incorporated as a substantive part of this Resolution.

Section 2. The City Council of the City of Rocklin is in support of Proposition 36
- The Drug and Theft Crime Penalties and Treatment-Mandated Felonies Initiative.

PASSED AND ADOPTED this 24th day of September, 2024 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk



City Council Staff Report

Subject: Monument Springs Drive Roadway and Bridge Improvements Project - Contract Amendment

Date: September 24, 2024

Submitted By: Andrew Shaw, Associate Civil Engineer
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving the First Amendment to the Professional Services Contract with Dokken Engineering for Design Services for the Monument Springs Drive Roadway and Bridge Improvements Project and Authorizing the City Manager to Execute the Amendment.

Background:

On December 12, 2023, the City Council awarded a design contract to Dokken Engineering for the Monument Springs Drive Roadway and Bridge Improvements Project (Project No. 50173). The design team has subsequently advanced the project by collecting topographic and boundary surveys, performing geotechnical soil sampling, producing preliminary design drawings, and reviewing all available environmental studies/documents related to a previously approved California Environmental Quality Act (CEQA) Environmental Impact Report. The project is currently on schedule.

While a key assumption at the onset of the project was that no additional right-of-way would be required, out of caution included the cost of acquiring up to two easements and/or right-of-way acquisitions in the design contract. With preliminary design underway, the design team has now identified seven parcels from which either an easement or acquisition of property is required. As such, staff recommends amending the design contract to include the cost of additional right-of-way support in the amount of \$167,384, for a total amended contract amount of \$1,462,048.

The additional right-of-way support provided by Dokken Engineering would include, but not be limited to, title report research, document preparation, preparation of appraisals and right-of-way negotiations. It should be noted that this contract amendment does not include the actual costs of the easements or right-of-way acquisitions; those costs will be determined as part of this process. Once the costs are determined, it is anticipated subsequent City Council authorization will be necessary.

Fiscal Impact:

A budget of \$1.5 million was appropriated for the project. To date, \$1,426,808 has been allocated for construction management and design, leaving a remaining balance of \$73,192. Staff recommends appropriating an additional \$94,200 (rounded) from the fund balance of the Traffic Circulation Impact Fee Fund (Fund 302) to support the amendment. As directed by City Council, the City will advance the necessary funds from Fund 302 for the bridge construction and seek reimbursement through a future BOLD bond financing. Sufficient funds are available in Fund 302 to support this recommendation.

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - Dokken Engineering Amendment No. 1](#)
3. [Original Contract with Dokken Engineering](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
CONTRACT WITH DOKKEN ENGINEERING FOR DESIGN SERVICES FOR THE
MONUMENT SPRINGS DRIVE ROADWAY AND BRIDGE IMPROVEMENTS PROJECT
AND RELATED BUDGET AMENDMENTS AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE AMENDMENT

WHEREAS, the Monument Springs Drive Roadway and Bridge Improvements Project consists of installing a new roadway and a bridge in order to close a roadway gap and provide secondary access; and

WHEREAS, on December 12, 2023, the City Council awarded a design contract to Dokken Engineering to provide design services for a not-to-exceed contract amount of \$1,294,664; and

WHEREAS, Dokken Engineering has identified multiple locations where the City requires right-of-way in order to accommodate the project; and

WHEREAS, staff desires to amend the Dokken Engineering design contract to accommodate the additional right-of-way support in the amount of \$167,384, increasing the total not-to-exceed contract amount of \$1,462,048; and

WHEREAS, additional a budget appropriation of \$94,200 is necessary to execute the amendment; and

WHEREAS, funds in the amount of \$94,200 are available in the Traffic Circulation Impact Fees (Fund 302) to accommodate this appropriation.

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

Section 1. Approves the First Amendment to the contract for professional services with Dokken Engineering for design services for the Monument Springs Drive Roadway and Bridge Improvements Project and authorizes the City Manager to execute the Amendment in substantially the form attached hereto as Exhibit "A".

Section 2. Approves the appropriation of \$94,200 to the Monument Springs Drive Roadway and Bridge Improvement Project (Project No. 50173) in the Traffic Circulation Impact Fees Fund (Fund 302) from its fund balance.

PASSED AND ADOPTED this 24th day of September, 2024 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk



EXHIBIT A-1

AMENDMENT NO. 1 TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND DOKKEN ENGINEERING FOR DESIGN SERVICES FOR THE MONUMENT SPRINGS DRIVE ROADWAY AND BRIDGE IMPROVEMENTS PROJECT

Task numbers E.2, E.3, E.4, E.5, E.6, E.7, E.8, E.9, and E.10 of the original Contract are hereby amended and revised as set forth in this Exhibit A-1. In addition to the work and services required by the terms and conditions of Exhibit A to the Contract, Dokken Engineering (Contractor) will also timely perform the work and services as set forth herein to City's reasonable satisfaction. Task E:

Task E.2 Right of Way Management and Coordination

Dokken's Right of Way Manager will manage all right of way aspects of the project, including ordering preliminary title reports, title research, document preparation, right of way negotiations, escrow coordination.

Original Budget (2 Parcels): \$5,900.00

Updated Budget (+7 Parcels): \$25,700.00

Budget Utilized: \$340.00

Additional Budget: \$19,800.00

Task E. 3 Project Tracking Table

This will outline project milestones and supply completion dates and comments, and will be sent to the client regularly.

Original Budget (2 Parcels): \$3,500.00

Updated Budget (+7 Parcels): \$12,800.00

Additional Budget: \$9,300.00

Deliverables:

- ✓ Project Tracking Table

Task E.4 Order Title Reports/Title Research

Dokken will order nine (9) preliminary title reports for the affected parcels, perform all necessary research for each parcel being acquired.

Original Budget (2 PTRs): \$3,740.00

Updated Budget (+7 PTRs): \$9,280.00

Budget Utilized: \$2,400.00

Additional Budget: \$6,880.00



Deliverables:

- ✓ (9) Preliminary Title Reports

Task E.5 Appraisal Process

An appraisal will be completed for each affected parcel by a licensed General Real Estate Appraiser and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice. A Notice of intent to appraise letter along with the acquisition policy brochure will be provided to impacted property owners.

Original Budget (2 Appraisals): \$6,620.00

Updated Budget (+7 Appraisals): \$28,280.00

Additional Budget: \$21,660.00

Deliverables:

- ✓ (9) Appraisal Reports

Task E.6 Offer Documents/Summary Statement

Dokken shall prepare nine (9) offer letters and right of way agreements for review and approval by the County. Dokken will complete a Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16) for each property. This document will be delivered to property owners with the offer package during the initial meeting.

Original Budget (2 Offers): \$7,540.00

Updated Budget (+7 Offers): \$24,350.00

Additional Budget: \$16,810.00

Deliverables:

- ✓ Right of Way Agreements
- ✓ Grant and Easements Deeds
- ✓ Administrative Settlements
- ✓ Recorded Deeds and Easements

Task E.7 Negotiate for Right of Way

Dokken's Right of Way team will conduct "good faith negotiations" with the two (2) affected property owners. Upon approval of first written offer packages by the City, Dokken will meet with owners in person and present and explain all offer package details. Dokken will obtain all required right of way, easements, and if needed, Permit to Enter and Construct documents required to construct the proposed improvements. Dokken's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

Original Budget (2 Parcels): \$18,680.00

Updated Budget (+7 Parcels): \$75,350.00

Additional Budget Needed: \$56,670.00



Task E.8 Escrow Coordination

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken will be available to assist the Client in opening escrow. Dokken will work closely with the Client and the title company to assist in the timely closing of all transactions.

Original Budget (2 Escrows): \$2,800.00

Updated Budget (+7 Escrows): \$11,750.00

Additional Budget: \$8,950.00

Deliverables:

- ✓ Escrow Documents
- ✓ Closing Statements

Task E.9 Right of Way Project Close Out

Dokken will review all acquisition documents for proper and complete execution, including formal acceptance. The original acquisition file for each affected parcel will be provided to the Client upon completion of the project.

Original Budget (2 Files): \$3,080.00

Updated Budget (+7 Files): \$13,580.00

Additional Budget: \$10,500.00

Deliverables:

- ✓ Original Acquisition Files

Task E.10 Plats and Legal Descriptions

UNICO will prepare plats and legal descriptions for additional right of way and easements as needed. The exact locations and number will be better understood during the design phase. As part of this scope, UNICO will assume the preparation of eleven (11) plats and legal descriptions will be required. UNICO will prepare preliminary plats, legal descriptions and closure calculations for review. Once approved, UNICO will prepare final signed and stamped PDF plats and legal descriptions. Title reports to be provided for all properties impacted by the project.

Original Budget (2 PLs): \$3,922.00

Updated Budget (+9 PLs): \$22,076.00

Additional Budget: \$18,154.00

Deliverables:

- ✓ Plats and Legal Description and Closures (11)

ORIGINAL BUDGET (2 Parcels): \$68,400.00

ADDITIONAL BUDGET (9 Parcels): \$167,384.00

TOTAL BUDGET: \$235,784.00



	Total
Original Contract	\$1,294,664.00
Amendment 1	\$167,384.00
Revised Contract	\$1,462,048.00

EXHIBIT A

CONTRACT FOR SERVICES

1/29/2024 | 3:50 PM PST

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Dokken Engineering "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of One Million Two Hundred Ninety-Four Thousand Six Hundred Sixty-Four (\$1,294,664)**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

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1. Job/project name or description;
2. City's current purchase order and/or work order number (if applicable);
3. Contractor's invoice number;
4. Date of invoice issuance;
5. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
6. Amount of invoice, itemizing all authorized reimbursable expenses;
7. Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until **December 31, 2028** unless sooner terminated as provided herein.

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B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

5. SUSPENSION / TERMINATION

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

1. Contractor shall immediately cease rendering services pursuant to this agreement;
2. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
3. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against

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Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

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11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

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F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict-of-interest code and as

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directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR - NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and

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completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at

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least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days for notice of cancellation due to non-payment.
4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Claims Made Policies:** If any of the required policies for professional liability insurance provide claims-made coverage:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
8. **Verification of Coverage:** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by

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this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL / MISCELLANEOUS PROVISIONS

A. **Contract Documents.** This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records.** Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

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D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability.** If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver.** Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice.** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: Hunter Young, City Engineer
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: Ashley Orsaba-Finders
Dokken Engineering, Project Manager
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties' consent to jurisdiction over their

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persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include **digital electronic signatures** (DocuSign). The use of digital **electronic signatures** and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

Contract for Services - Dokken Engineering
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CITY OF ROCKLIN

DocuSigned by:
By: Aly Zimmermann
F29E9749AAD9403...
Aly Zimmermann, City Manager

DOKKEN ENGINEERING

DocuSigned by:
By: John A. Klemunes, Jr
C11A06892EF94AF...
John A Klemunes, Jr. President

By: _____

ATTEST:

DocuSigned by:
By: Haley Reid
95D3E397B9AA45F...
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Daniel Cucchi
5553D9734517413...
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal / Scope of Work

The Scope of Work is as follows:

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Scope of Work

Task A - Project Management and Coordination

Dokken will coordinate and attend meetings with the City's Project Manager and other required representatives from affected stakeholders as deemed necessary by the City's Project Manager. Dokken will prepare minutes for each meeting and distribute them to the City's Project Manager and other attendees. Dokken will perform all project management coordination necessary to maintain the Project Schedule.

Task A.1 Project Management

Dokken shall prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the City. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and schedule completion target dates. Dokken shall mail a progress report with each monthly invoice. Dokken shall prepare a draft progress report and submit to the City for approval prior to submitting the first invoice. Dokken shall provide a detailed project baseline schedule indicating milestones, major activities, critical path tasks, and deliverables to the City for review and comments. Dokken shall update the schedule as required and provide updated schedules at each PDT.

Task A.2 Meetings and Coordination

Dokken shall coordinate and attend Project Development Team (PDT) meetings with the City staff and other representatives from agencies and stakeholders. PDT meetings will be held bi-monthly, as appropriate. Meeting minutes shall be prepared by the Dokken for each meeting and distributed to the City's Project Manager and attendees. An Action Item List and a Deliverables Status Matrix shall be prepared and updated for each PDT meeting.

Task A.3 Quality Assurance and Quality Control

Dokken shall have a quality control plan in effect during the entire course of the project. Dokken shall develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans shall also be checked, corrected, and back-checked for accuracy and completeness. Dokken shall review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format, and content are completed in accordance with current standards. Dokken shall provide Quality Control (QC) documentation with each submittal.

Deliverables:

- ✓ Project schedule
- ✓ Monthly progress reports
- ✓ Meeting agendas and minutes

Task B – Preliminary Engineering and Research

Task B.1 Review Existing Documents

Dokken will review the work already developed by the developer's engineer, including plans, geotechnical report, and survey data for completeness, fatal-flaw, and improvements. Quality and constructability review will be included in this effort.

A brief memorandum summarizing our findings will be developed to document our recommendations for adopting or revising various elements of the project.

Deliverables:

- ✓ Memorandum of Findings
- ✓ Redlined Plans

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Task B.2 Topographic Surveys

UNICO will perform topographic surveying and base mapping along the project limits. UNICO will confirm the previous existing horizontal and vertical control and utilize as part of topographic surveys and mapping for overall consistency. Items requiring topographic surveying and mapping will include roadway surveys of the proposed Monument Springs Drive from Greenbrae Road to Hidden Glen Drive. The width of the survey will be approximately 125 feet wide along the proposed Monument Springs Drive alignment. Within the roadway limits, UNICO will locate and map conforms, ground surface, grade breaks, utilities, fences, trees, structures, drainage, poles, signs and other features including the details at the Secret Ravine Drainage crossing. UNICO will also locate an approximately 1000 foot wide portion of Secret Ravine for hydraulic analyses at cross-sections determined by the design team. Tree surveys will not be required as part of hydraulic survey cross-section surveys. UNICO will set durable control points along the project limits for future surveys and construction control. UNICO will perform base mapping of topographic information to include full mapping, 1' contours and digital 3D surface. All topographic data will be downloaded, processed and reviewed by UNICO staff for internal quality assurance. The topographic data will be mapped in Civil 3D AutoCAD, including a digital terrain model (DTM) in an XML file and incorporated into the previous topographic survey base file.

Deliverables:

- ✓ AutoCAD Topographic Survey Base Map with 3D Surface
- ✓ Point Files

Task B.3 Utility Coordination

Dokken will lead the utility coordination effort using the APWA A, B, C letter process for utilities already constructed within the project limits. As the project expects to construct utilities for SPMUD, PCWA, and City storm drainage, we will first confirm with each utility that the design shown on the developer plans is approved, and otherwise work with them for approval. Dry utilities such as AT&T, Astound, and PG&E will be constructed in conjunction with the project but by each utility themselves.

Deliverables:

- ✓ Utility A, B, and C Letters

Task B.4 Utility Design

Dokken will provide design engineering services for drainage, sewer, and water pipelines proposed for the project. This task includes hydraulic modeling, pipeline sizing, and coordination with utility owners for design approval. Design documentation memorandums, coordination with utility owners, and calculations will be provided justifying the design of the project wet utilities. Utilities will be designed in accordance with agency standards.

Deliverables:

- ✓ Wet Utilities Design Memorandum

Task B.5 Geotechnical Investigation

Geocon will explore and evaluate the subsurface conditions at the proposed bridge location and along the roadway extension provide design-level geotechnical recommendations for the project. Our investigation will include a field exploration program, geophysical testing, geotechnical laboratory testing, engineering analysis, and preparation of draft and final reports. We propose the following scope of services:

- Perform a site reconnaissance to determine exploration equipment access and mark out exploration locations in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory excavations at the site.
- Perform ground-based geologic mapping of the site, aided by the use of a high-precision Global Positioning System (GPS).

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- Ground-based site mapping will also be aided and supplemented by performing a drone flight of the site using a camera-equipped Unmanned Aerial Vehicle (UAV) survey (aka drone) to capture the site with low-altitude aerial photographs, identifying key areas inaccessible by foot.
- Based on the presence of shallow diorite bedrock, we will retain the services of a geophysical consultant to perform a field geophysical survey consisting of Refraction Microtremor (ReMi) lines for seismic site classification. We will also perform Refraction Seismic (RS) surveys to identify key geologic information, subsurface conditions, Rippability and approximate depth to and weathering profile of the bedrock. We anticipate one (1) ReMi line and two (2) Refraction Seismic lines will be performed.
- Based on the results of the geologic mapping, perform 8 to 10 exploratory test pits using a 4-wheel drive, rubber-tired backhoe with 24-inch rock bucket. Test pits will be advanced to depths ranging from 5 to 10 feet or refusal on hard rock if shallower, depending on the conditions encountered.
- Obtain representative soil samples from the exploratory test pits.
- Log the test pits in accordance with the Unified Soil Classification System.
- Upon completion, backfill the test pits with excavated soil tamped down with the backhoe bucket.
- Perform laboratory tests on selected samples to evaluate pertinent geotechnical parameters.
- Analyze field and laboratory data and prepare draft and final reports to include (but not be limited to) the following:
 - Scope of work summary, project description, field exploration program summary.
 - Site Plan showing locations of the exploratory test pits and geophysical testing with respect to the proposed improvements.
 - Site geology and subsurface conditions.
 - Summary of laboratory testing program.
 - Geophysical testing results, including site-specific seismic site classification.
 - Geologic profile and engineering parameters.
 - Seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
 - Geologic hazard evaluation (liquefaction, lateral spreading, etc.).
 - Preliminary soil corrosivity screening.
 - Bridge foundation recommendations and associated design parameters.
 - Design recommendations for recommended foundation type(s), allowable bearing capacity, and estimated settlement.
 - Retaining wall design parameters.
 - Embankment material and earthwork recommendations.
 - Pavement structural section design.
 - Construction considerations.
 - Log of Test Boring (LOTB) sheets.

Deliverables:

- ✓ Draft and Final Report (electronic copy)
- ✓ Project Plan Review

Task B.6 Bridge Design Hydraulics Report

Dokken will analyze the proposed bridge and roadway design for impacts to the FEMA-designated floodplain and floodway of Secret Ravine. This task includes the hydraulic modeling of the floodplain within the limits of the project and directly upstream and downstream. The analysis includes scour, velocity, water surface elevation, as well as mitigations. Results of the analysis will be documented in a Bridge Design Hydraulics Report.

Deliverables:

- ✓ Bridge Design Hydraulics Report

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Task B.7 *FEMA Letter of Map Revision*

If the bridge design causes an elevation rise in the creek, Dokken will develop and process a Conditional Letter of Map Revision package and post-construction Letter of Map Revision package through FEMA. It is expected that the CLOMR process can be done concurrently with project permitting. If the bridge qualifies for a no rise certification, the certification will be prepared under this task.

Deliverables:

- ✓ CLOMR Package
- ✓ LOMR Package

Task C – Public Outreach and Engagement

Dokken will perform community outreach in support of the project including coordination and participation at any meetings and provide meeting materials. Dokken will meet with adjacent property owners to discuss the design and impacts to be expected. Property owner exhibits will be developed for engagement and communication with adjacent properties and be inclusive of existing and proposed right of way needs, impacts, and utility extensions.

Dokken will also attend City Council meetings to support City staff.

A brief memorandum summarizing our findings will be developed to document our recommendations for adopting or revising various elements of the project.

Deliverable:

- ✓ Concept level plans and exhibits
- ✓ Meeting materials for outreach meetings
- ✓ Property owner exhibits
- ✓ Attendance at one City Council meeting

Task D – Environmental

Task D.1 *Environmental Meetings and Agency Coordination*

Dokken's environmental staff will coordinate and attend meetings with wildlife and regulatory agencies, Native American tribes, City staff, and other representatives/stakeholders as necessary. When appropriate, Dokken will prepare agendas and meeting minutes. This scope includes the attendance of Dokken's environmental staff (environmental manager, environmental lead, biologists, and/or archaeologist) at up to 25 meetings.

Deliverables:

- ✓ Agendas and meeting minutes for environmental specific meetings

Task D.2 *Arborist Survey and Report*

Dokken biologists will conduct an updated tree survey that includes all trees over 4 inches in diameter at breast height within the project area. The biologists will GPS the location, record the size, and record the species of each tree in the survey. Data will be compiled into a table and map depicting the size and location of each tree in surveyed. The results will be compiled into an updated Arborist Report that will be attached to the Biological Technical Report and support the Section 1602 Streambed Alteration Agreement application.

Deliverables:

- ✓ Arborist Report

Task D.3 *Biological Technical Report & Aquatic Resources Delineation Report*

Dokken biologists will conduct an updated field survey in order to assess the current presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources. This will include a habitat

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assessment of trees in the project area that may serve as suitable roosts for western red bat and pallid bat. In addition, literature research will be conducted to determine the potential for sensitive plant and animal species in the project area. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. Dokken will prepare a Biological Technical Report which will include a description of the field methods used and the assessment of the project area. The Biological Technical Report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Dokken will prepare and include in the study a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Measures for potential impacts to sensitive species will be included as necessary. This information will be required to support the Section 1602 Streambed Alteration Agreement application and any needed Biological Assessments for valley elderberry longhorn beetle and/or Central Valley steelhead.

Dokken will also complete an updated jurisdictional wetland delineation according to the 1987 United States Army Corps of Engineers (USACE) Wetland Delineation Manual and 2008 Arid West Regional Supplement, the currently accepted methodology. Dokken will also determine the extent of any streambed and associated riparian areas subject to review by California Department of Fish and Wildlife (CDFW) under Section 1600 et seq. of the Fish and Game Code. The results of the delineation will be presented in an Aquatic Resources Delineation Report and included as an attachment to the Biological Technical Report. The results of the delineation are subject to verification by the USACE and CDFW.

Deliverables:

- ✓ Biological Technical Report; Aquatic Resources Delineation Report

Task D.4a Section 7 Consultation - USFWS

Western Pond Turtle was proposed for federal listing in October 2023. There are numerous recent occurrences of Western Pond Turtle immediately adjacent to the proposed bridge location. As a result, Section 7 Consultation with USFWS will be required for this newly listed species. Dokken will prepare a Biological Assessment for Western Pond Turtle and will secure a Conference Opinion from USFWS utilizing USACE as a federal nexus.

As designated critical habitat for valley elderberry longhorn beetle (VELB) occurs within the project site and biological surveys have not been conducted in many years, updated Section 7 consultation with the United States Fish and Wildlife Service (USFWS) for VELB may also be required. Dokken will coordinate with the USFWS to update the project's existing BA and obtain an amended BO for VELB.

This scope includes coordination with USACE and USFWS and responding to their comments. Dokken will also provide any additional information requested by USACE or wildlife agencies to complete consultation. It is assumed that any new or updated consultation can utilize USACE as a federal nexus. Section 10 consultation with USFWS is not anticipated, nor is it included in this scope. Mitigation payments are not included in this scope.

Deliverables:

- ✓ Biological Assessment (BA) for Western Pond Turtle
- ✓ Conference Opinion (CO) for Western Pond Turtle and Biological Opinion upon formal listing
- ✓ Updated Biological Assessment (BA) for valley elderberry longhorn beetle
- ✓ Amended Biological Opinion (BO) for valley elderberry longhorn beetle

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Task D.4b **Section 7 Consultation – NMFS**

If an updated bridge design results in direct impacts to Secret Ravine, which is considered Essential Fish Habitat (EFH) for the Central Valley steelhead, a federally listed species, consultation with the National Marine Fisheries Service (NMFS) is required. Dokken will prepare a Biological Assessment (BA) for Central Valley steelhead and will coordinate with NMFS to obtain a Biological Opinion (BO). It is assumed that any new or updated consultation can utilize USACE as a federal nexus. Section 10 consultation with USFWS is not anticipated, nor is it included in this scope. Mitigation payments are not included in this scope.

Deliverables:

- ✓ Biological Assessment (BA) for Central Valley steelhead
- ✓ Biological Opinion (BO) for Central Valley steelhead

Task D.5 **Cultural Resources Inventory Report (CRIR)**

As the previous cultural resource identification and resource evaluation efforts conducted for this project are over five years in age, professional standards require additional identification and evaluation efforts. Dokken archaeologists will conduct a supplemental field-survey to identify all indigenous and historic-era archaeological resources within the project area. A records search through the California Historical Resources Information System (CHRIS) and archival research will also be conducted as part of the identification efforts. The CHRIS records search fee of up to \$1,000 is included in this scope and fee as an other direct cost. For all identified archaeological resources, Dokken will utilize existing documentation and consultation efforts to evaluate the significance of all resources. This task does not include archaeological excavations to assess significance, nor does it include archaeological excavation to determine presence/absence of subsurface archaeological resources. The identification efforts, evaluation efforts, and an assessment of the project's impacts to the resources will be documented in a Cultural Resources Inventory Report (CRIR). A fee of \$8,000 is included as an other direct cost to pay for archaeological canine surveys should they be requested by the UAIC, determined appropriate by Dokken, and agreed to by the City.

As the project will impact a known Tribal Cultural Resource, mitigation and minimization measures will also be required. Due to the level of anticipated impact and as it is likely that artifacts will be discovered during construction, Dokken will prepare a Mitigation and Monitoring Plan as an attachment to the CRIR. The Mitigation and Monitoring Plan will provide detailed protocol on construction monitoring; cultural awareness training and content; identification and significance evaluation protocols for archaeological resources discovered during construction; and mitigation treatments. The Mitigation and Monitoring Plan will be developed in coordination with both the City and the UAIC. Developing agreed upon, detailed protocols prior to construction will minimize the potential that an archaeological discovery will significantly halt construction.

The CRIR will be submitted to the City for review and comment until approved. Should permitting through the USACE be required, the CRIR will also be submitted to the USACE for review and comment until approved. The USACE will then submit the CRIR to the State Historic Preservation Officer (SHPO) for concurrence.

Deliverables:

- ✓ Cultural Resources Inventory Report (CRIR)

Task D.6 **Native American Consultation**

Due to the presence of Tribal Cultural Resources, Dokken will work with the City to conduct and document all Native American consultation efforts regarding project impacts to these resources. This will involve preparing letter notifications, email correspondence, field meetings, and consultation on proposed mitigation measures. The City will be responsible for the payment of City agreed upon compensated tribal monitoring for archaeological field investigations.

Deliverables:

- ✓ Native American Consultation Log

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Task D.7 *Extended Phase I Archaeological Investigation*

Should the supplemental archaeological survey, Native American outreach, and historic research determine that parts of the project area have potential for subsurface archaeological resources (specifically south of Secret Ravine), Dokken will conduct an Extended Phase I Archaeological Investigation to determine the presence/absence of any such resources. This investigation will include using shovels or augurs to expose small samples of soil or utilizing mechanical trenching to expose larger areas of soil. All soil will be screened via wire mesh screens to check for artifacts or other features indicative of past human presence. The results of these efforts will be included in the CRIR.

Deliverables:

- ✓ Extended Phase I Report

Task D.8 *Phase II Archaeological Evaluation*

Should the project be impacting waters of the U.S., triggering Section 404 of the Clean Water Act Authorization, and resulting in USACE determining that the archaeological resources within the project area require archaeological excavation under Section 106 of the National Register of Historic Places to assess their significance, Dokken will conduct a Phase II Archaeological Evaluation. This will involve preparing a testing plan, implementing the plan, conducting laboratory assessment of collected artifacts, cataloging all artifacts, and preparing an evaluation report. The evaluation report will be provided to the City, UAIC, and the USACE for review and comment until approved. The USACE will then submit the evaluation report to the SHPO for concurrence.

Deliverables:

- ✓ Phase II Evaluation Report

Task D.9 *Archaeological Memorandum of Agreement*

If any archaeological resources are determined to be significant and therefore "historic properties" under Section 106 of the National Register of Historic Places, and if project impacts will adversely affect any historic property, then the City and the USACE will need to execute a Memorandum of Agreement (MOA). Dokken will prepare the draft MOA, which will include detailed minimization and mitigation measures. Additionally, Dokken will prepare an archaeological discovery plan as an attachment to the MOA. This plan will detail protocols on construction monitoring, cultural awareness training and content, and identification and significance evaluation protocols. Dokken will also develop a research design within the plan which will be utilized to rapidly determine significance of any archaeological resources discovered during construction.

Deliverables:

- ✓ Memorandum of Agreement (MOA)

Task D.10a *CEQA EIR Addendum*

The certified Granite Lake Estates 2002 Environmental Impact Report was approved by the City in 2002, which includes clearance of the Monument Springs Drive extension. If the Project design is modified to an alternative that is not a clearspan bridge; but no additional environmental impacts are anticipated to occur that were not previously disclosed in the original EIR, an Addendum to the 2002 environmental document would be appropriate. Dokken will prepare the Addendum to the EIR in coordination with the City. No public circulation or Council approval is required for the Addendum. This scope and fee assumes an EIR Addendum is an appropriate level of CEQA clearance. However, if it becomes determined that new significant impacts requiring additional mitigation measures are unavoidable, then preparation of a Supplemental or Subsequent EIR may be necessary.

Deliverables:

- ✓ Draft CEQA EIR Addendum
- ✓ Final CEQA EIR Addendum

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Task D.10b *CEQA Supplemental or Subsequent EIR*

The certified Granite Lake Estates 2002 Environmental Impact Report was approved by the City in 2002, which includes clearance of the Monument Springs Drive extension. If new significant environmental effects are identified, if there is a substantial increase in the severity of previously identified significant effects, or if new information of substantial importance is identified it may be appropriate to prepare a Supplement or Subsequent EIR. Dokken will prepare the Supplemental or Subsequent EIR in coordination with the City. Dokken will prepare required CEQA notices, circulate the document for public review, respond to public comments, and finalize the document. This scope does not include a public meeting/hearing or newspaper advertisements.

Deliverables:

- ✓ Draft Supplemental or Subsequent CEQA EIR
- ✓ Final Supplemental or Subsequent CEQA EIR

Task D.11 *Section 401 Water Quality Certification*

If the project design necessitates it, a 401 Water Quality Certification amendment shall be filed through the Regional Water Quality Control Board in accordance with Sections 3830 through 3869 of Title 23 of the California Code of Regulations. Dokken will prepare a revised application for Water Quality Certification that will include a project location map and design plans.

Deliverables:

- ✓ Section 401 Water Quality Certification

Task D.12 *Section 404 Nationwide Permit 29*

If the project design necessitates it, Dokken will coordinate with the USACE to modify the approved Section 404 Nationwide Permit 29 (Residential Developments) or obtain a new separate 404 Nationwide Permit. Dokken will delineate boundaries of USACE jurisdiction, assess updated project impacts, and provide all other necessary information to secure the Nationwide Permit authorization from USACE. If a USACE permit is required, the project will be required to comply with federal environmental requirements including Section 7 of the Federal Endangered Species Act and Section 106 of the National Historic Preservation Act. This task includes the preparation of the required federal reports to assist USACE in consulting with U.S. Fish and Wildlife Service and the State Historic Preservation Office (SHPO) and conducting Section 106 Native American consultations.

Deliverables:

- ✓ Section 404 Nationwide Permit; Section 7 Biological Opinions; Section 106 SHPO Concurrence

Task D.13 *Section 1602 CDFW Streambed Alteration Agreement*

Dokken will coordinate with CDFW to obtain a new Section 1602 Streambed Alteration Agreement. This scope and fee assumes a new Section 1602 CDFW Agreement will be required, regardless of updated project design because the current CDFW authorization is an op-law and does not specifically cover the bridge impacts. Dokken will delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW. Development of an on- or off-site mitigation plan and payment of mitigation fees are not included in this scope.

Deliverables:

- ✓ Section 1602 Streambed Alteration Agreement

Task D.14 *Central Valley Flood Protection Board Encroachment Permit*

Secret Ravine is within the jurisdiction of the Central Valley Flood Protection Board (CVFPB) and therefore requires an encroachment permit. Early consultation with the CVFPB is especially important to ensure their design criteria are captured in the bridge design. Dokken will schedule a pre-application meeting with the CVFPB to ensure the application submittal is complete and meets the agencies requirements. Dokken's environmental and engineering team will work closely to prepare the encroachment permit application, coordinate with the CVFPB to minimize permit processing time and impacts to the project, and will secure the encroachment permit. To streamline the permitting process and minimize delay, the CVFPB Encroachment Permit application fee is

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included in this scope of work.

Deliverables:

- ✓ Central Valley Flood Protection Board Encroachment Permit

Task D.15 Permit Application Fees (Other Direct Costs)

To streamline the permitting process and minimize delays for the project, Dokken will pay the regulatory permit application fees on behalf of the City. The Other Direct Cost included in this task consists of the following assumptions: \$3,300 for the Section 401 Water Quality Certification; \$7,000 for the CDFW Streambed Alteration Agreement Application; and, \$4,200 for the CVFPB Encroachment Permit application fee (total: \$14,500). These are the estimated fees the agencies will charge for permit applications in 2024. Project fees and mitigation fees are unknown at this time and not included in this task.

Deliverables:

- ✓ Payments Environmental Regulatory Permits

Task E – Right of Way

Provided below is summary of the scope of services and deliverables Dokken's right of way team will provide for this Project.

Task E.1 Right of Way Surveys

UNICO will review existing right of way and boundary base files from previous survey. UNICO will verify and update as necessary. To fully verify and confirm the right of way and boundaries, UNICO will research current right of way maps, deeds, record of surveys, subdivision maps, parcel maps and other relevant mapping information along the project corridor to determine the right of way and adjacent parcel boundaries. A right of way and boundary base map will be prepared to assist with searching for monuments and right of way boundaries. GPS and conventional surveys will be performed to locate right of way monuments, street monument wells, pins and other boundary markers necessary to resolve and map the right of way and relevant adjoining parcels. An overall (LAND NET) base map will be prepared as the basis of the right of way and parcel boundaries that will include road and parcel information for use of acquisition and exhibits.

The boundaries and right of way map will be prepared from readily available record information. To fully discern right of way, easement and other property constraints, UNICO will request City to provide title reports for those certain properties which may be affected by the project or where record information is incomplete to determine the right of way.

Deliverables:

- ✓ Right of Way and Boundary Base Map AutoCAD Base File and PDF
- ✓ Maps and Deeds

Task E.2 Right of Way Management and Coordination

Dokken's Right of Way Manager will manage all right of way aspects of the project, including ordering preliminary title reports, title research, document preparation, right of way negotiations, escrow coordination.

Task E.3 Project Tracking Table

This will outline project milestones and supply completion dates and comments, and will be sent to the client regularly.

Deliverables:

- ✓ Project Tracking Table

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Monument Springs Drive Roadway and Bridge Improvements Project



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Task E.4 Order Title Reports/Title Research

Dokken will order two (2) preliminary title reports for the affected parcels, perform all necessary research for each parcel being acquired.

Deliverables:

- ✓ (2) Preliminary Title Reports

Task E.5 Appraisal Process

An appraisal will be completed for each affected parcel by a licensed General Real Estate Appraiser and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice. A Notice of intent to appraise letter along with the acquisition policy brochure will be provided to impacted property owners.

Deliverables:

- ✓ (2) Appraisal Reports

Task E.6 Offer Documents/Summary Statement

Dokken shall prepare two (2) offer letters and right of way agreements for review and approval by the County. Dokken will complete a Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16) for each property. This document will be delivered to property owners with the offer package during the initial meeting.

Deliverables:

- ✓ Right of Way Agreements
- ✓ Grant and Easements Deeds
- ✓ Administrative Settlements
- ✓ Recorded Deeds and Easements

Task E.7 Negotiate for Right of Way

Dokken's Right of Way team will conduct "good faith negotiations" with the two (2) affected property owners. Upon approval of first written offer packages by the City, Dokken will meet with owners in person and present and explain all offer package details. Dokken will obtain all required right of way, easements, and if needed, Permit to Enter and Construct documents required to construct the proposed improvements. Dokken's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

Task E.8 Escrow Coordination

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken will be available to assist the Client in opening escrow. Dokken will work closely with the Client and the title company to assist in the timely closing of all transactions.

Deliverables:

- ✓ Escrow Documents
- ✓ Closing Statements

Task E.9 Right of Way Project Close Out

Dokken will review all acquisition documents for proper and complete execution, including formal acceptance. The original acquisition file for each affected parcel will be provided to the Client upon completion of the project.

Deliverables:

- ✓ Original Acquisition Files

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Monument Springs Drive Roadway and Bridge Improvements Project



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Task E.10 **Plats and Legal Descriptions**

UNICO will prepare plats and legal descriptions for additional right of way and easements as needed. The exact locations and number will be better understood during the design phase. As part of this scope, UNICO will assume the preparation of two (2) plats and legal descriptions will be required. UNICO will prepare preliminary plats, legal descriptions and closure calculations for review. Once approved, UNICO will prepare final signed and stamped PDF plats and legal descriptions. Title reports to be provided for all properties impacted by the project.

Deliverables:

- ✓ Plats and Legal Description and Closures (2)

Task F – Plans, Specifications, and Estimate

Task F.1 **65% PS&E**

Dokken will prepare 65% Plans, Specifications, and Estimate (PS&E) for the project. The design will build upon the 30% Plans and incorporate profiles and more detailed design of project features. Construction work specific to each parcel where the project impacts private parcel features will be shown in agreement with the right of way negotiations. Utility conflict resolutions will also be shown in the planset. Utilities that will be relocated ahead of the project will be shown in their proposed locations. As it is expected that some utilities will be reconstructed during construction of the project, work on those utilities will be included in the planset as Utility Sheets. Environmentally or culturally sensitive areas will be delineated. The design plans shall be created using AutoCAD/Civil 3D, and the plans should follow all applicable City of Rocklin, PCWA, SPMUD, and Caltrans design standards. This scope assumes the City will provide “boilerplate” or front-end specifications and Dokken will provide technical provisions for the project.

The plans shall be clear and concise, and will include:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Typical cross sections • Layout sheets and profiles • Construction details • Temporary Water Pollution Control layouts • Erosion Control and Landscaping layouts • Drainage layouts and profiles | <ul style="list-style-type: none"> • Utility layouts and profiles • Stage construction/traffic handling • Pavement Delineation and Signs • Electrical layouts • Structure Plan and Details (17 Sheets) |
|---|---|

Dokken will provide written responses for each comment received and mark each comment as “incorporated” or “not incorporated”. For each “not incorporated” response, we will provide a descriptive reasoning stating why and what design standards or impact implementing the requested change would have. A meeting will be held following each submittal to resolve any disputed comments. The comment response matrix will be updated to show final disposition after the meeting.

Deliverables:

- ✓ Two sets of 11”x17” bond copies, and one PDF copy of the complete (full size) plans for City review and comments
- ✓ Two hard copies and one PDF copy of the Engineer’s Estimate for Construction
- ✓ Word document copy of the Specifications
- ✓ Response to all City comments in matrix format
- ✓ Civil 3D files, as requested by the City

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Task F.2 95% PS&E

Dokken will prepare 95% PS&E for the project building upon the 65% submittal by providing full details as needed to construct the project. Construction work specific to each parcel where the project impacts private parcel features will be shown in agreement with the right of way negotiations. Utility conflict resolutions will also be shown in the planset. Utilities that will be relocated ahead of the project will be shown in their proposed locations. As it is expected that some utilities will be reconstructed during construction of the project, work on those utilities will be included in the planset as Utility Sheets. Environmentally or culturally sensitive areas will be delineated. This scope assumes the City will provide "boilerplate" or front-end specifications and Dokken will provide technical provisions for the project.

The plans shall be clear and concise, and will include:

- Typical cross sections
- Layout sheets and profiles
- Construction details
- Temporary Water Pollution Control plans and details
- Erosion Control and Landscaping plans and details
- Drainage plans, profiles, details, and quantity sheets
- Utility plans, profiles, details, and quantity sheets
- Stage construction/traffic handling
- Pavement Delineation and Signs
- Quantity sheets
- Electrical plans and details
- Structural plans and details

Dokken will provide written responses for each comment received and mark each comment as "incorporated" or "not incorporated". For each "not incorporated" response, we will provide descriptive reasoning stating why and what design standards or impact implementing the requested change would have. A meeting will be held following each submittal to resolve any disputed comments. The comment response matrix will be updated to show the final disposition after the meeting.

Deliverables:

- ✓ Two sets of 11"x17" bond copies, and one PDF copy of the complete (full size) plans for City review and comments
- ✓ Two hard copies and one PDF copy of the Engineer's Estimate for Construction
- ✓ Word document copy of the Specifications
- ✓ Response to all City comments in matrix format
- ✓ Civil 3D files, as requested by the City

Task F.3 Final PS&E

Dokken will prepare draft 100% PS&E for the project building upon the 90% submittal by providing last comment resolutions and updates from coordination activities. Construction work specific to each parcel where the project impacts private parcel features will be shown in agreement with the right of way negotiations. Utility conflict resolutions will also be shown in the planset. Utilities that will be relocated ahead of the project will be shown in their proposed locations. As it is expected that some utilities will be reconstructed during construction of the project, work on those utilities will be included in the planset as Utility Sheets. Environmentally or culturally sensitive areas will be delineated. The PS&E package will be fully developed and inclusive of right of way, environmental, and other project commitments. This scope assumes the City will provide "boilerplate" or front-end specifications and Dokken will provide technical provisions for the project. Dokken will submit the draft 100% PS&E package to the City for final review and approval. Once approval is received, Dokken will finalize the construction documents by signing and stamping all sheets, sign and stamp specifications, and provide an updated Engineer's Estimate.

The plans shall be clear and concise, and will include:

- Typical cross-sections
- Layout sheets and profiles

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- Construction details
- Temporary Water Pollution Control plans and details
- Erosion Control and Landscaping plans and details
- Drainage plans, profiles, details, and quantity sheets
- Utility plans, profiles, details, and quantity sheets
- Stage construction/traffic handling
- Pavement Delineation and Signs
- Quantity sheets
- Electrical plans and details
- Structural plans and details

Deliverables:

- ✓ Electronic copy of the draft PS&E
- ✓ Signed and stamped final plans: one set of 22"x34", one set of 11"x17" bond copies, and one PDF full-size copy
- ✓ One hard copy and one Excel copy of the Engineer's Estimate
- ✓ One signed and stamped copy of the Specifications, and one electronic (Word document) copy
- ✓ Quantity calculations (as requested)
- ✓ Construction cross sections at 25-foot intervals with all significant construction offsets and elevations appropriately labeled (as requested)
- ✓ Civil 3D files (as requested)
- ✓ Copies of agency approvals and permits not already provided to the City

Task G – PROJECT CONTINGENCY

This is a task containing contingency funds to be used for future scope changes or additional work.

Contract for Services - Dokken Engineering
Monument Springs Drive Roadway and Bridge Improvements Project

EXHIBIT B

Schedule of Performance

The Scope of Work identified in Exhibit A will be completed by December 31, 2028.

Contract for Services - Dokken Engineering
Monument Springs Drive Roadway and Bridge Improvements Project

EXHIBIT C

Schedule of Fees

The Schedule of Fees is as follows:

COST PROPOSAL - HOURS BREAKDOWN BY TASK
CITY OF ROCKLIN
MONUMENT SPRINGS DRIVE ROADWAY IMPROVEMENTS
November 14, 2023

Page 1 of 2

The author has no financial interest in any of the products or companies mentioned in this article. The author is a member of the American Psychological Association.

Contract for Services - Dokken Engineering
Monument Springs Drive Roadway and Bridge Improvements Project



COST PROPOSAL - HOURS BREAKDOWN BY TASK
CITY OF ROCKLIN
MONUMENT SPRINGS DRIVE ROADWAY IMPROVEMENTS
November 14, 2023

TASK DESCRIPTION	GENERAL CONSULTANTS (GNC)						UNITS/ OTHER HOURS (OHC)						GRAND TOTAL HOURS COST	OTHER DIRECT COSTS	GRAND TOTAL COSTS			
	Principal Engineer/Geotechnical	Senior Engineer/Geotechnical	So. Staff Engineer / Geotechnical (PM)	Sr. Technician (PM)	Graphics / Drafting	Admin. / Word Processing	TOTAL HOURS COST	TOTAL HOURS COST	TOTAL HOURS COST	TOTAL HOURS COST	Survey Technician	Lead Surveyor				Party Chief	Station Manager	Soil Mechanics
BILLING LAST DAY	\$140	\$180	\$140	\$160	\$105	\$90												
7.000 A - PROJECT MANAGEMENT AND COORDINATION																		
Task A1 - Project Management																		
Task A2 - Meetings and Coordination																		
Task A3 - Quality Assurance and Quality Control																		
Task A4 - PERMITTING ENGINEERING AND DESIGN																		
Task B1 - Review Existing Conditions	0	4.2	44	14	12	1.6	0	145	\$13,200	\$37,100	4	32	32	1,666	\$25,120	\$1,960.0	\$46,080.0	
Task B2 - Topographic Survey																		
Task B3 - Utility Coordination																		
Task B4 - Utility Design																		
Task B5 - Geotechnical Investigation	0	4.2	44	14	12	1.6	0	145	\$13,200	\$37,100								
Task B6 - Bridge Design and Report																		
Task B7 - Final Letter of Map Revision																		
7.000 C - PERMITS OUTREACH AND ENGINEERING																		
Task C1 - PERMITS OUTREACH																		
Task D1 - DESIGN AND CONSTRUCTION																		
Task D2 - Construction of Bridge and Approach																		
Task D3 - Construction of Bridge and Approach																		
Task D4 - Construction of Bridge and Approach																		
Task D5 - Construction of Bridge and Approach																		
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EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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DocuSigned by:
By: John A. Klemunes, Jr.
C11A06892EF94AF...
John A Klemunes, Jr. , President



City Council Staff Report

Subject: Four Star Building Maintenance Contract For Services

Date: September 24, 2024

Submitted By: Jeff Scanlon, Administrative Analyst
Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract for Services with Four Star Building Maintenance for Parks Restroom Cleaning, Security, and Dog Park Trashing Services.

Background:

The City of Rocklin contracts out various maintenance services for its parks, including restroom cleaning, security services, and trash collection for the dog park. These services are essential to ensure the cleanliness, safety, and overall quality of public parks.

In accordance with the Rocklin Municipal Code (RMC), in March of this year staff solicited individual informal bids for each of these services. Four Star Building Maintenance provided the lowest bid for each service with the follow annual cost per service:

Parks Restroom Cleaning: \$43,836

Park Security: \$30,415

Dog Park Trashing: \$7,800

TOTAL: \$82,051

Following the bid submissions, staff negotiated additional service requirements for Fiscal Year (FY) 2024/25. While the services were not included in the original proposals, they were determined to be within the scope of the original informal bids, and for purposes of determining lowest price, were evaluated based on the bid pricing as presented in the respective bids submitted to the City. These additional services include:

- Increasing the frequency of Dog Park Trashing Services by 1 day per week;
- Adding Margaret Azevedo Park entrance gate to Security Services; and
- Including Quarry Park Amphitheater restrooms in Restroom Cleaning Services.

These adjustments have been incorporated into the contract amount, bringing the total contract cost to \$91,400.

Four Star Building Maintenance has demonstrated a strong track record of delivering high-quality services and reliability. The contract ensures that all required services, including the newly identified needs for FY 2024/25, are comprehensively covered.

Approval of this contract will allow the City to maintain high standards of cleanliness, security, and operational efficiency in its public parks. The recommended action will enable the City Manager to execute the necessary contract with Four Star Building Maintenance, ensuring that all services are delivered effectively. Staff recommends the City Council approve the contract with Four Star Building Maintenance.

Fiscal Impact:

The staff recommendation has no additional fiscal impact on the General Fund, as these expenditures have already been accounted for in the FY 2024/25 Operating Budget.

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - Contract for Services](#)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT FOR SERVICES WITH FOUR STAR BUILDING MAINTENANCE
FOR PARKS RESTROOM CLEANING, SECURITY, AND DOG PARK
TRASHING SERVICES

WHEREAS, each year the City contracts out maintenance services for its parks, including restroom cleaning, security services, and trash collection for the dog park; and

WHEREAS, these services are essential to ensure the cleanliness, safety, and overall quality of the City's public parks; and

WHEREAS, in accordance with the Rocklin Municipal Code (RMC), City staff solicited informal bids for these services, and Four Star Building Maintenance provided the lowest bid for each service; and

WHEREAS, the cumulative total of all three bids, exceeds the City Manager's signing authority and requires City Council approval; and

WHEREAS, the City desires to enter into a contract with Four Star Building Maintenance in the amount of \$91,400 to provide park restroom cleaning, park security, and dog park trashing services.

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 approves the Contract for Services with Four Star Building Maintenance for parks restroom cleaning, park security, and dog park trashing services in the amount of \$91,400.

Section 2. The City Council hereby approves and authorizes the City Manager to execute the Contract for Services with Four Star Building Maintenance in a form substantially similar to Exhibit "A", attached hereto and incorporated herein.

Section 3. The contract is retroactive to August 1, 2024.

PASSED AND ADOPTED this 24th day of September 2024, by the following vote:

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

Mayor, Greg Janda

ATTEST:

Avinta Singh, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on August 1, 2024, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and FOUR STAR BUILDING MAINTENANCE ("Contractor"), who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this Agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this Agreement at the times and in the manner set forth in the Scope of Work, Exhibit A, the Schedule of Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Ninety-One Thousand Four Hundred Dollars (\$91,400.00)** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

- i. Job/project name or description;
- ii. City's current purchase order and/or work order number (if applicable);
- iii. Contractor's invoice number;
- iv. Date of invoice issuance;
- v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
- vii. Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this Agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this Agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until **July 31, 2025**, unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

5. SUSPENSION/TERMINATION

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this Agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

- i. Contractor shall immediately cease rendering services pursuant to this Agreement;

- ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement;
- iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or

Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this Agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted

by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this Agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. Minimum Scope and Limit of Insurance

i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the

general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. **Primary Coverage.** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

v. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

vi. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vii. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

viii. **Claims Made Policies.** If any of the required policies for professional liability insurance provide claims-made coverage:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

ix. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

xi. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS

A. **Contract Documents.** This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records.** Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration or modification of this Agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver.** Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice.** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally

or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:	City of Rocklin Parks & Recreation 5460 5 th Street Rocklin, CA 95677
	City of Rocklin Office of the City Attorney 3970 Rocklin Road Rocklin, CA 95677
Contractor:	Four Star Building Maintenance PO Box 300 Carmichael, CA 95609

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: _____
Michael Davis, Owner

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

Contractor shall provide Janitorial, Security, and Dog Park Trashing Services as identified below.

Janitorial Services:

Contractor shall provide Janitorial services for City of Rocklin Park Restrooms.

City of Rocklin Park Restroom Locations:

- Whitney Ranch Community Park, 1801 Whitney Ranch Parkway
- Margaret Azevedo Community Park, 1900 Wildcat Blvd.
- Kathy Lund Community Park, 6101 West Oaks Blvd.
- Twin Oaks Community Park, 5500 Park Drive
- Johnson-Springview Community Park, 5480 5th Street
- Memorial Park, 3970 Rocklin Road

Service Days and Time:

All services will be conducted in a manner that will not interfere with park operations. Specific maintenance hours of operations for regular janitorial services will be determined by City.

- Sunday – Friday: 5:00am – 12:00pm.

Contractor's services specifications shall include, but are not limited to:

- 28 total restrooms.
- Clean and sanitize toilets, sinks, restroom floors, stall partitions, walls surrounding toilets and stainless-steel dispenser/fixtures.
- Restock all paper products, hand soap, and dispensers (materials provided by City).
- Sweep floors and remove any debris.
- Dust top to bottom, remove cobwebs.
- Removal of graffiti on walls, only if found. (2'x2' area only, larger areas handled by City).
- Remove toilet paper/seat covers stuck on ceilings/walls.
- Communicate any needed repairs of issues with City staff.
- Spray disinfect chemical and hose down with water to clean/disinfect the restroom according to the standard restroom cleaning procedures, once per month, as determined by City.
- Sunday Janitorial Service shall also include:
 - o Trash removal at the five (5) Community Park locations listed above. The removal of trash is specific to the pavilion areas of the locations, with exception of Johnson-Springview which includes the six (6) ballfields. Trash liners must be 2 mil, 40 gallon capacity and provided by the Contractor.

Contractor shall provide restroom cleaning once per month at the Sunset Whitney Recreation Area (SWRA) shop restroom and Hertiage Park restrooms.

Contractor shall provide restroom cleaning at Quarry Park Amphitheater, as requested, on a task order basis.

Security Services:

Contractor shall be responsible for locking and unlocking City Park facilities at nine (9) City locations.

City of Rocklin Park Facility Locations:

- Train Station, 3700 Rocklin Road. (Building Access)
- Whitney Ranch Community Park, 1801 Whitney Ranch Parkway (Park Restrooms)
- Margaret Azevedo Community Park, 1900 Wildcat Blvd. (Park Restrooms & Access Gate)
- Kathy Lund Community Park, 6101 West Oaks Blvd. (Park Restrooms)
- Twin Oaks Community Park, 5500 Park Drive (Park Restrooms)
- Johnson-Springview Community Park, 5480 5th Street (Park Restrooms)
- Memorial Park, 3970 Rocklin Road (Park Restrooms)
- Boulder Ridge Park, 3555 Park Drive (Park Access Gate)
- Sunset Whitney Recreation Area, 4201 Midas Ave. (Park Access Gate)

Service Days and Time:

All services will be conducted in a manner that will not interfere with park operations. Specific hours for regular locking and unlocking services will be determined by City and is subject to change based on City discretion and needs.

- Unlocking: Monday – Sunday between 4:00 a.m. and 7:00 a.m.
- Locking: Monday – Sunday between 7:30 p.m. and 10:00 p.m.

Dog Park:

Contractor shall provide trashing services for the dog park located at Johnson-Springview Park.

Contractor's services specifications shall include, but are not limited to:

- Contractor will service dog park six (6) days per week.
- Contractor shall remove trash from all trash receptacles in the designated area (approximately 8 trash receptacles).
- Contractor shall provide all trash liners for service.
- Contractor shall blow/clear concrete walkway/entrance to dog park.
- Contractor shall walk dog park area and check for any additional dog feces and remove.
- Contractor will replenish trash bags for the dog poop bag stations. City will purchase and supply dog poop station bags.

EXHIBIT B

Schedule of Performance

The term of this agreement shall continue in effect until July 31, 2025, unless sooner terminated as provided herein. The performance of the agreement shall be followed as identified in Exhibit A.

EXHIBIT C

Schedule of Fees

Contractor shall provide the services under this agreement for the total not to exceed amount of Ninety-One Thousand Four Hundred Dollars (\$91,400.00). Payment for services shall be made upon completion of the services and receipt of an invoice submitted to the City in accordance with Section 2 of the Contract. City shall remit payment net 30 days upon receipt of such invoice.

Janitorial:

- Contractor shall provide Janitorial services for the 28 park location restrooms, as described in Exhibit A, at a cost of \$140.50 per day.
- Contractor shall provide Sunday trash removal services, as described in Exhibit A, at a cost of \$100.00 per service.
- Contractor shall provide monthly park restroom cleaning for SWRA and Heritage Park restrooms at a cost of \$25.00 per month.
- Contractor shall provide restroom cleaning for Quarry Park Amphitheater, as requested, at the rates listed below:
 - o Quarry Park Amphitheater Stage Restrooms: \$65.00 per service.
 - o Quarry Park Amphitheater Green Room: \$25.00 per service.
- Contractor shall provide Janitorial services under this agreement for the total not to exceed amount of Fifty Thousand Dollars (\$50,000.00).

Security:

- Contractor will provide services, as described in Exhibit A, at a cost of \$88.85 per day.
- Contractor shall provide Security services under this agreement for the total not to exceed amount of Thirty-Two Thousand Dollars (\$32,000.00).

Dog Park:

- Contractor will provide services, as described in Exhibit A, at a cost of \$30.00 per day.
- Contractor shall provide Dog Park Trashing services under this agreement for the total not to exceed amount of Nine Thousand, Four Hundred Dollars (\$9,400.00)

EXHIBIT D

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR

By: _____
Michael Davis, Owner



City Council Staff Report

Subject: Rocklin Municipal Code Changes Related to the Establishment of Service Fees

Date: September 24, 2024

Submitted By: Zonousia Lee, Senior Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:

Conduct a Public Hearing and Consider the Following Action:

Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing and Replacing Sections 3.32.020, 3.32.030, and 3.32.050 of the Rocklin Municipal Code Related to the Establishment of Service Fees.

Background:

Annually, staff conducts a comprehensive service fee study, in accordance with Rocklin Municipal Code (RMC) Chapter 3.32, to review, update, and introduce, or eliminate service fees. The objective of the fee study is to determine the actual costs to provide these services in order to support the establishment of service fees that ensures the City will recover some or all of the costs incurred in providing specific services. Pursuant to state law, such fees for services cannot exceed the actual costs of providing such services.

Under RMC Chapter 3.32, service fees can be adopted by resolution through a public hearing. However, the current process requires both the adoption of a new or adjusted fees and an amendment to the Ordinance, as RMC Section 3.32.050 lists all fees. To streamline this process and enhance clarity, staff recommends updating the ordinance and revising other sections of RMC Chapter 3.32.

The key revisions to the Ordinance include:

- Section 3.32.020: Removed the references to Section 3.32.050.
- Section 3.32.030: Revised to state that the City Council will periodically review all services and associated fees provided by the various City departments. The City Council will make necessary adjustments to ensure the appropriate fees and charges are applied. Previously this section indicated that the City Manager would review and implement service fees.

- Section 3.32.050: The revised language clarifies that all new or increased fees and charges shall be established by resolution of the City Council and eliminates the list of fees.

The proposed changes are reflected in the redlined version attached as Attachment 2. A Notice of Public Hearing was published in the Placer Herald on September 6, 2024.

The proposed changes will not impact the existing service fees adopted by Resolution No. 2023-167 (Attachment 3), which will remain in effect until new fee adjustments are reviewed and approved by the City Council.

Staff will continue to periodically review service fees and related costs. Any required updates will be submitted to the City Council for approval through the public hearing process.

The proposed updates to the Rocklin Municipal Code will streamline the fee adoption process and clarify the roles and responsibilities of the City Council concerning the City's service fees. Staff recommends the City Council introduce the proposed ordinance.

Fiscal Impact:

There is no direct fiscal impact to the staff recommendation.

The proposed changes do not introduce any modifications to the existing fees; they only seek to streamline the fee adoption process. The current fees established under Resolution No. 2023-167 will remain in effect until any future adjustments are introduced.

ATTACHMENTS:

1. [Ordinance](#)
2. [Ordinance \(with redline changes\)](#)
3. [Resolution No. 2023-167 Amending Schedule of Fees for City Services](#)

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING AND REPLACING SECTIONS 3.32.020, 3.32.030, AND 3.32.050 OF THE ROCKLIN MUNICIPAL CODE RELATED TO THE ESTABLISHMENT OF SERVICE FEES

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

Section 1. Purpose and Intent. Chapter 3.32 of the Rocklin Municipal Code (RMC), entitled “Service Fee Revenue/Cost Comparison System,” contains provisions to establish “a policy of recovering the costs of providing services of a voluntary and limited nature from those utilizing those services” and among other things, contains a list of established service fees (RMC 3.32.050). A Schedule of Fees (listing the established service fees) for City services was adopted by the City Council by way of Resolution No. 2023-167, dated October 10, 2023. Instead of continuing to maintain the list of established fees within Rocklin Municipal Code section 3.32.050, the City intends to continue to maintain its Schedule of Fees by resolution, as authorized by Rocklin Municipal Code section 3.32.030(D) and applicable law. Accordingly, the City Council of the City of Rocklin seeks to repeal and replace sections 3.32.020 (Applicability), 3.32.030 (Service fee revenue/cost comparison system), and 3.32.050 (Service fees established) of the Rocklin Municipal Code to effectuate the relocation of the list of established service fees in section 3.32.050 and allow the adoption and amendment of future Resolutions as may be appropriate or necessary to establish, implement, amend, or supplement service fees without concurrent changes to the Schedule of Fees by ordinance to Rocklin Municipal Code Chapter 3.32.

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

Section 3. Repeal and Replace. Rocklin Municipal Code, Sections 3.32.020, 3.32.030 and 3.32.050 are hereby repealed and replaced to read as follows:

3.32.020 - Applicability.

- A. To the extent that this chapter establishes a fee for services for which an identical fee is already required by another provision of this code, or by regulation, ordinance, statute or otherwise, the authority in this chapter shall be deemed supplementary.
- B. This chapter does not apply to, and does not affect in any manner, the following taxes and fees:

1. Capital expenditures and park and recreation tax—Chapter 3.16, Article I.
2. Traffic circulation surcharge—Chapter 3.16, Article II.
3. Fee for traffic signalization and control—Chapter 3.16, Article III.
4. Traffic impact fee—Chapter 3.16, Article IV.
5. Real property transfer tax—Chapter 3.20.
6. Sales and use tax—Chapter 3.24.
7. Business license tax—Chapter 5.04.
8. Transient occupancy tax—Chapter 5.24.
9. Community facilities district taxes.
10. Lighting district No. 1, landscaping and lighting district No. 2, and park development and maintenance district assessments.
11. Park fees—Chapter 16.28, Article II; Chapter 17.71.
12. Dry Creek watershed drainage fees—Ordinance No. 703, as amended.
13. Oak tree mitigation fee—Chapter 17.77.

3.32.030 - Service fee revenue/cost comparison system.

- A. There is hereby established a service fee revenue/cost comparison system by which the amount of each service fee shall first be calculated at the cost reasonably borne to provide the service, and then set at a designated percentage of that cost, as determined by the city council. "Costs reasonably borne" shall be as defined in Section 3.32.040 below. The city council shall generally seek one hundred percent (100%) cost recovery for these services. However, the percentage of the cost to be recovered by the fee shall be in the sole discretion of the city council, provided that such percentage shall not exceed one hundred percent (100%) cost recovery.
- B. The city council shall periodically review and may make adjustments to all services provided by the various city departments to all users and the fees and charges associated with those services.
- C. Prior to levying, adopting, amending, or increasing any fee amount or service charge, the city council shall conduct a noticed public hearing in compliance with Government Code Sections 66016 through 66018. At the conclusion of the hearing and after consideration of all oral and documentary evidence received, the city council may adopt, by resolution, a service fee schedule (Schedule of Fees) setting fee amounts at a designated percentage of costs reasonably borne.

3.32.050 – Service fees established and effective date.

All new or increased fees and charges and their effective dates shall be established pursuant to this chapter by resolution of the city council.

Section 4. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 5. Environmental Analysis. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Section 6. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 7. Publication. Within fifteen (15) days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen (15) days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on September 24, 2024, by the following vote:

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

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

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

First Reading: 09.24.2024
Second Reading:
Effective Date:

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING AND REPLACING SECTIONS 3.32.020, 3.32.030, AND 3.32.050 OF THE ROCKLIN MUNICIPAL CODE RELATED TO THE ESTABLISHMENT OF SERVICE FEES

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

Section 1. Purpose and Intent. Chapter 3.32 of the Rocklin Municipal Code (RMC), entitled “Service Fee Revenue/Cost Comparison System,” contains provisions to establish “a policy of recovering the costs of providing services of a voluntary and limited nature from those utilizing those services” and among other things, contains a list of established service fees (RMC 3.32.050). A Schedule of Fees (listing the established service fees) for City services was adopted by the City Council by way of Resolution No. 2023-167, dated October 10, 2023. Instead of continuing to maintain the list of established fees within Rocklin Municipal Code section 3.32.050, the City intends to continue to maintain its Schedule of Fees by resolution, as authorized by Rocklin Municipal Code section 3.32.030(D) and applicable law. Accordingly, the City Council of the City of Rocklin seeks to repeal and replace sections 3.32.020 (Applicability), 3.32.030 (Service fee revenue/cost comparison system), and 3.32.050 (Service fees established) of the Rocklin Municipal Code to effectuate the relocation of the list of established service fees in section 3.32.050 and allow the adoption and amendment of future Resolutions as may be appropriate or necessary to establish, implement, amend, or supplement service fees without concurrent changes to the Schedule of Fees by ordinance to Rocklin Municipal Code Chapter 3.32.

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

Section 3. Repeal and Replace. Rocklin Municipal Code, Sections 3.32.020, 3.32.030 and Section 3.32.050 are hereby repealed and replaced to read as follows:

3.32.020 - Applicability.

- A. ~~This chapter applies only to fees for those services listed in Section 3.32.050 below.~~ To the extent that this chapter establishes a fee for services for which an identical fee is already required by another provision of this code, or by regulation, ordinance, statute or otherwise, the authority in this chapter shall be deemed supplementary.
- B. This chapter does not apply to, and does not affect in any manner, the following taxes and fees:

1. Capital expenditures and park and recreation tax—Chapter 3.16, Article I.
2. Traffic circulation surcharge—Chapter 3.16, Article II.
3. Fee for traffic signalization and control—Chapter 3.16, Article III.
4. Traffic impact fee—Chapter 3.16, Article IV.
5. Real property transfer tax—Chapter 3.20.
6. Sales and use tax—Chapter 3.24.
7. Business license tax—Chapter 5.04.
8. Transient occupancy tax—Chapter 5.24.
9. Community facilities district taxes.
10. Lighting district No. 1, landscaping and lighting district No. 2, and park development and maintenance district assessments.
11. Park fees—Chapter 16.28, Article II; Chapter 17.71.
12. Dry Creek watershed drainage fees—Ordinance No. 703, as amended.
13. Oak tree mitigation fee—Chapter 17.77.

3.32.030 - Service fee revenue/cost comparison system.

- A. There is hereby established a service fee revenue/cost comparison system by which the amount of each service fee shall first be calculated at the cost reasonably borne to provide the service, and then set at a designated percentage of that cost, as determined by the city council. "Costs reasonably borne" shall be as defined in Section 3.32.040 below. The city council shall generally seek one hundred percent (100%) cost recovery for these services. However, the percentage of the cost to be recovered by the fee shall be in the sole discretion of the city council, provided that such percentage shall not exceed one hundred percent (100%) cost recovery.
- ~~B. The city manager shall implement this system by determining the costs reasonably borne for each city service fee, and providing to the city council the documentation necessary to enable the city council to set service fees at an amount sufficient to recover the designated percentage of costs reasonably borne.~~
- ~~CB. The city manager council shall periodically review and may make adjustments to all services provided by the various city departments to all users and the fees and charges associated with those services. the amount of each service fee, and the cost reasonably borne of providing the service, at least annually, and report the results of the review, along with the supporting documentation, to the city council.~~
- ~~DC.~~ Prior to levying, adopting, ~~or amending~~, or increasing any fee amount or service charge, the city council shall conduct a noticed public hearing in compliance with Government Code Sections 66016 through 66018. At the conclusion of the hearing and after consideration of all oral and documentary evidence received, the city council may adopt, by resolution, a service fee schedule (Schedule of Fees) setting fee amounts at a designated percentage of costs reasonably borne.

3.32.050 – Service fees established and effective date.

All new or increased fees and charges and their effective dates shall be established pursuant to this chapter by resolution of the city council.

~~There are hereby established fees for the services listed below. The amount of each fee shall be established by resolution of the city council, based on a percentage of the costs reasonably borne in providing the service as determined by the council.~~

A. Legislative and Administrative Services

~~Annexation into existing CFD
Annexation into existing L&LMD
Appeals Fee—City Council
Appeals Fee—City Manager
Business license application
Creation of financing district—bonds
Creation of financing district—services
Document reproduction
Records research services
Returned check processing
Video/photo permit (small production)~~

B. Public Services

~~Damaged/lost barricade
Encroachment permit
Overwide/overweight transport permit
Residential street closure permit
Sidewalk repair
Spilled load cleanup
Street barricade service
Street trees – trimming & removal
Vegetation removal from private property~~

C. Public Safety: Police

~~ABC license review
Adult-related business appeal
Adult-related business permit
Adult-related business renewal
Animal catch & return to owner
Animal license/control
Bingo permit
Booking
Disturbance response callback
DUI involved emergency response~~

~~Explosive permit~~
~~Fingerprinting~~
~~Impounded vehicle release~~
~~Massage establishment permit~~
~~Massage establishment renewal~~
~~Parking enforcement~~
~~Patrol ride along~~
~~Police audio/video/photo reproduction~~
~~Police report reproduction~~
~~Potentially dangerous dog license~~
~~Private special event control~~
~~Records check clearance letter/criminal history~~
~~Repossessed vehicle receipt~~
~~Security plan check~~
~~Solicitor permit~~
~~Special traffic control~~
~~Subpoena Fee~~
~~Traffic/accident investigation report~~
~~Vehicle citation signoff~~
~~Vehicle Code enforcement~~

D. Public Safety: Fire

~~Fire Construction Permits~~
~~Compressed gas systems inspection~~
~~Electric gate inspection~~
~~Emergency vehicle access~~
~~Fire alarms~~
~~Fire alternate materials, methods & design review~~
~~Fire Code Board of Appeals~~
~~Fire construction expedited plan review~~
~~Fire pump system~~
~~Fire sprinkler systems~~
~~Fire stand pipe system~~
~~Hood and duct system~~
~~Off hours inspection~~
~~Project plan revision review~~
~~Radio amplification systems~~
~~Re-inspection~~
~~Smoke management systems~~
~~Special consultation services~~
~~Special suppression system~~
~~Spray booths~~

Fire Code Operational Permits & Inspections

~~Above ground tank~~
~~Aerosol products~~

Amusement building
Apartments/Hotels/Motels
Candles/open flames
Carnivals and Fairs
Commercial day care facility
Compressed gases
Covered mall buildings
Cryogenics
Dry cleaning
Dust-producing operations/storage
Exhibits and trade shows
Explosives or blasting agents
Flammable/combustible bulk plant/terminal
Flammable/combustible liquids
Garage repairs/motor vehicle fuel
General fire & life safety inspections
Hazardous materials
Hazardous production facilities
High pile storage
Hot work operations
Industrial ovens
Institutional
Large family day care (pre-inspection)
Liquid petroleum gas
Lumber yards
Miscellaneous combustible storage
Organic coating application
Other fire code permits
Other required inspections not specifically listed
Outdoor assembly event
Places of assembly
Refrigeration equipment
Residential care facilities
Spraying or dipping
Storage of lithium-ion and lithium-metal batteries
Temporary membrane structures
Theatrical fire performance
Tire storage
Underground tank
Wood products

Fire Services and Inspections

Ambulance assistance
Emergency responses (spilled load, hazmat, DUI, etc.)
False alarm response
Fire board up-contractor permit application

~~Fire board up-use/evaluation~~
~~Fire flow hydrant test~~
~~Fireworks sales permits (booths)~~
~~First responder~~
~~First responder services waiver~~
~~Grazing permit~~
~~Lift assist—licensed care facility~~
~~Open space fuels management/WUI reduction compliance activity~~
~~Public display of fireworks~~
~~Special pyrotechnic effects/entertainment (not fireworks)~~
~~Weed abatement~~
~~Will serve letters/special requests~~

E. Community Development: Planning

~~Annexation/detachment processing~~
~~Applicant prepared CEQA document review~~
~~CEQA 15162 determination~~
~~CEQA initial study & info document~~
~~CEQA initial study & mitigated negative declaration~~
~~CEQA initial study & negative declaration~~
~~CEQA mitigation monitoring~~
~~CEQA notice of exemption~~
~~City Council appeal (from Planning Commission)~~
~~Combination application~~
~~Conditional use permit~~
~~Design review~~
~~Development agreement~~
~~Development agreement amendment~~
~~Entitlement processing—4th submittal or more~~
~~General development plan~~
~~General plan amendment~~
~~Historical review~~
~~Home occupation permit~~
~~Lot line adjustment merger~~
~~Mobile pushcart permit~~
~~Modification of approved project~~
~~Oak tree preservation plan permit—stand alone~~
~~Planning Commission appeal~~
~~Preliminary application—SB 330 compliance~~
~~Sign permit~~
~~Special event~~
~~Specific plan use permit~~
~~Street name change~~
~~Substantial compliance review~~
~~Tentative parcel map~~
~~Tentative subdivision map~~

~~Time extension review~~
~~Variance review~~
~~Written zone verification/burn down letter~~
~~Zone change~~
~~Zoning/Subdivision Ordinance amendment~~
~~Zoning/Subdivision Ordinance interpretation~~

F. Community Development: Building

~~ADA compliance disclosure~~
~~Alternate methods & materials~~
~~Appeals Board construction advisory~~
~~At-risk submittal~~
~~Board of Appeals~~
~~Building inspection/permit~~
~~-Electrical permit~~
~~-Mechanical permit~~
~~-Plumbing permit~~
~~Building miscellaneous services~~
~~Building permit processing~~
~~Building permit reissuance~~
~~Building plan check~~
~~-Disabled access plan check~~
~~-Energy plan check (excludes production homes)~~
~~-Non-residential—electrical plan check~~
~~-Non-residential—mechanical plan check~~
~~-Non-residential—plumbing plan check~~
~~-Plan review post approval~~
~~-reduced master plans~~
~~-SFR master plans (production homes)~~
~~-Special consultant services~~
~~CalGreen building standards review~~
~~CASp inspection~~
~~CASp review~~
~~Certificate of occupancy~~
~~Code Enforcement action fee~~
~~Combo pool/spa permit~~
~~Construction and demolition debris recycling~~
~~Continuing education fee~~
~~Demolition abatement~~
~~Demolition permit~~
~~Electrical panel replacement~~
~~Electronic plan scanning~~
~~End processing~~
~~ESS permit~~
~~ESS permit with PV~~
~~EV charging station~~

Expired permit fee
Fire construction inspection (commercial)
Fire ESS plan check/inspection
Fire plan check
Fireplace insert
Foundation only permit
Ground mounted PV system -- residential
Job card replacement
Landscape plan review
Large format copies
Life safety inspection
Manufactured structure setup
Massage business inspections/MCBO processing
Minimum building permit
Minimum sign permit/inspection
Off-hours inspections
Permit/Plan check extension request
Plan duplication
Planning division inspection (commercial)
Planning inspection/re-inspection
Pool permit
Pool remodel permit
Portable spa
Prefabricated patio cover fee
Preliminary project review
PV (photovoltaic) inspection
Records maintenance
Refund processing
Re-inspection
Reroof permit
Residential fire sprinkler
Retrofit window replacement fee
Spa permit
Special inspection and testing agency approval/renewal
Street address change
Temporary certificate of occupancy
Temporary certificate of occupancy renewal
Unpermitted work penalty
Use permit/occupancy permit change

G. — Community Development: Engineering

Certificate of Compliance
Easement or Public Right of Way abandonment
Easement or Public Right of Way grant
Final map check
Flood Zone designation letter

~~Flood Zone development appeal~~
~~Flood Zone development permit~~
~~Flood Zone development variance~~
~~Improvement inspection~~
~~Improvement plan check~~
~~Improvement plan revision~~
~~Landscape/Irrigation inspection~~
~~Landscape/Irrigation plan check~~
~~Low impact design review~~
~~Minor grading inspection~~
~~Minor grading plan check~~
~~Miscellaneous Engineering support~~
~~Reversion to acreage~~

H. Community Development: Code Enforcement

~~Abandoned shopping cart abatement~~
~~Noncommercial sign abatement fee~~
~~Reverse corner lot fencing variance permit~~
~~Short term rental permit~~
~~Sidewalk vending permit~~

I. Recreation Programs

~~Recreation programs~~
~~Public facilities rentals~~

J. Effective Date of Fees

~~The effective date of any fee shall be established by resolution of the City Council~~

Section 4. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 5. Environmental Analysis. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Section 6. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 7. Publication. Within fifteen (15) days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen (15) days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on September 24, 2024, by the following vote:

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

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

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

First Reading: 09.24.2024

Second Reading:

Effective Date:

RESOLUTION NO. 2023-167

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
AMENDING THE SCHEDULE OF FEES
FOR CITY SERVICES
(ROCKLIN MUNICIPAL CODE CHAPTER 3.32)
AND REPEALING RESOLUTION NO. 2022-208

WHEREAS, through enactment of Rocklin Municipal Code Chapter 3.32, the City maintains a service fee cost comparison system for the purpose of recovering some or all of the costs reasonably borne of providing services of a voluntary and limited nature through fees for those services, so that general taxes are not diverted from general services of a broad nature and utilized instead to subsidize such services of limited benefit; and

WHEREAS, pursuant to Rocklin Municipal Code Chapter 3.32, the City Manager has reviewed the amount of each service, and has reported the results of the review, along with supporting documentation, to the City Council, in the form of the 2023 Fee Study, and has recommended that the amount of certain fees be amended to reflect changes in costs reasonably borne; and

WHEREAS, on September 26, 2023, a noticed public hearing was held and oral and written testimony was received and considered on the recommended amount of the service fees and supporting documentation in full compliance with Government Code 66016 through 66018; and

WHEREAS, it is the intention of the City Council to adopt a schedule of fees based on the City's budgeted and projected costs reasonably borne for the fiscal year beginning July 1, 2023.

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 adopts the fee schedules attached hereto which schedules establish the costs reasonably borne of each service specified, and the percentage of the cost the City Council determines to recover through service fees.

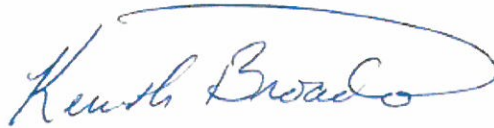
Section 2. The City Council of the City of Rocklin adopts Exhibit A, setting forth the fully burdened hourly costs of selected City personnel as specified. In cases where the fee structure does not accurately reflect a specific fee for the service, the City Council authorizes the department head to use an hourly rate or average hourly department rate as a basis to establish the amount of the fee.

Section 3. The new and increased fee amounts adopted by this resolution shall become effective January 1, 2024, and all fee amounts shall remain in effect until repealed or amended.

Section 4. Resolution No. 2022-208 is repealed effective January 1, 2024.

PASSED AND ADOPTED this 10th day of October, 2023, by the following vote:

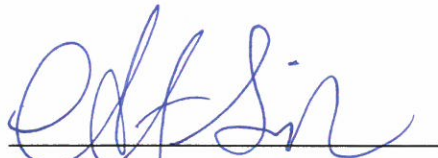
AYES: Councilmembers: Bass, Broadway, Gayaldo, Halldin, Janda
NOES: None
ABSENT: None
ABSTAIN: None

A handwritten signature in blue ink, reading "Ken Broadway", written over a horizontal line.

Ken Broadway, Mayor

This is to certify that the foregoing is a true and correct copy of Resolution No 2023-167 as approved by the Rocklin City Council on October 10, 2023.

ATTEST:

A handwritten signature in blue ink, reading "Avinta Singh", written over a horizontal line.

Avinta Singh, City Clerk

Exhibit A

**CITY OF ROCKLIN
2023/24 FEE STUDY**

Cost Recovery Analysis - Legislative and Administrative Services

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Annexation into existing CFD	\$4,571.00	\$4,621.00	\$50.00	1%	\$4,621.78	100%
Annexation into existing L&LMD	\$4,571.00	\$4,621.00	\$50.00	1%	\$4,621.78	100%
Appeals fee - City Council	\$3,000.00	\$3,000.00	\$0.00	0%	\$3,436.65	87%
Appeals fee - City Manager	\$1,500.00	\$1,500.00	\$0.00	0%	\$1,844.19	81%
Business license application	\$21.00	\$21.00	\$0.00	0%	\$21.08	100%
Creation of financing district - bonds	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Creation of financing district - services	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Digital document reproduction	\$33.00	\$49.00	\$16.00	48%	\$70.15	70%
Document printing & copying (per page)	\$0.10	\$0.10	\$0.00	0%	N/A	N/A
Records research services (per page)	\$0.10	\$0.10	\$0.00	0%	N/A	N/A
Returned check processing (1st time)	\$25.00	\$25.00	\$0.00	0%	\$25.00	100%
Returned check processing (additional times)	\$35.00	\$35.00	\$0.00	0%	\$35.00	100%
Video/photo permit (small production)	\$50.00	\$75.00	\$25.00	50%	\$276.29	27%

New Fees

None

Fees Removed

None

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Services

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Damaged/lost barricade	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Encroachment permit: large/utilities	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Encroachment permit: res/comm (small)	\$515.00	\$445.00	-\$70.00	-14%	\$445.69	100%
Encroachment permit: residential	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Encroachment permit: residential pool - next to open space	\$201.00	\$154.00	-\$47.00	-23%	\$154.48	100%
Encroachment permit: residential pool - not next to open space	\$69.00	\$58.00	-\$11.00	-16%	\$58.84	99%
Overwide/overweight transport permit (1 time)*	\$16.00	\$16.00	\$0.00	0%	\$44.09	36%
Overwide/overweight transport permit (1 year)*	\$90.00	\$90.00	\$0.00	0%	\$134.47	67%
Residential street closure permit**	\$0.00	\$0.00	\$0.00	0%	\$141.79	0%
Sidewalk repair	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Spilled load cleanup	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Street barricade service	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Street trees - trimming & removal	\$0.00	\$0.00	\$0.00	0%	Varies	0%
Vegetation removal from private property	Actual Cost	Actual Cost	N/A	N/A	Varies	100%

*Fees set by California Department of Transportation

** Deposit may be required

New Fees None

Fees Removed None

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Police)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
ABC license review	\$123.00	\$184.00	\$61.00	50%	\$690.25	27%
ABC license review (1 day)	\$55.00	\$71.00	\$16.00	29%	\$71.71	99%
Adult related business employee permit	\$351.00	\$352.00	\$1.00	0%	\$352.59	100%
Adult related business employee renewal	\$175.00	\$176.00	\$1.00	1%	\$176.29	100%
Adult related business operator permit	\$351.00	\$352.00	\$1.00	0%	\$352.59	100%
Adult related business operator renewal	\$175.00	\$176.00	\$1.00	1%	\$176.29	100%
Adult related business permit appeal	\$1,365.00	\$1,355.00	-\$10.00	-1%	\$1,355.16	100%
Adult related business permit review	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Animal catch & return to owner	\$121.00	\$121.00	\$0.00	0%	\$121.53	100%
Animal license/control - 1 Yr altered	\$20.00	\$20.00	\$0.00	0%	\$21.11	95%
Animal license/control - 2 Yrs altered	\$30.00	\$30.00	\$0.00	0%	\$41.87	72%
Animal license/control - 3 Yrs altered	\$41.00	\$41.00	\$0.00	0%	\$41.87	98%
Animal license/control - 1 Yr non-altered	\$45.00	\$45.00	\$0.00	0%	\$46.30	97%
Animal license/control - 2 Yrs non-altered	\$60.00	\$60.00	\$0.00	0%	\$67.06	89%
Animal license/control - 3 Yrs non-altered	\$66.00	\$66.00	\$0.00	0%	\$67.06	98%
Bingo permit	\$142.00	\$143.00	\$1.00	1%	\$143.42	100%
Booking	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Disturbance response callback - 1st Officer	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Disturbance response callback - +1 Officer	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
DUI involved emergency response	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Explosive permit	\$92.00	\$92.00	\$0.00	0%	\$92.47	99%
Fingerprinting	\$20.00	\$20.00	\$0.00	0%	\$20.76	96%
Impounded vehicle release	\$220.00	\$222.00	\$2.00	1%	\$222.15	100%
Massage establishment permit	\$514.00	\$771.00	\$257.00	50%	\$917.61	84%
Massage establishment renewal	\$256.00	\$384.00	\$128.00	50%	\$518.15	74%
Parking enforcement (Per Rocklin Municipal Code)	Varies	Varies	N/A	N/A	N/A	N/A
Patrol ride along	\$0.00	\$0.00	\$0.00	0%	\$62.18	0%
Potentially dangerous dog license	\$293.00	\$294.00	\$1.00	0%	\$294.58	100%
Private special event control	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Repossessed vehicle receipt	\$20.00	\$20.00	\$0.00	0%	\$20.76	96%
Security plan check	\$91.00	\$91.00	\$0.00	0%	\$91.90	99%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Police)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Solicitor permit	\$41.00	\$41.00	\$0.00	0%	\$41.52	99%
Special traffic control	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Subpoena - appearance (per Evidence Code 1563(b)(5))	\$275.00	\$275.00	\$0.00	0%	Varies	N/A
Subpoena - documents (per Evidence Code 1563(b)(5))	\$15.00	\$15.00	\$0.00	0%	Varies	N/A
Vehicle citation signoff - non-Rocklin issued or non-Rocklin resident	\$40.00	\$40.00	\$0.00	0%	\$54.45	73%
Vehicle citation signoff - Rocklin issued or Rocklin resident	\$0.00	\$0.00	\$0.00	0%	\$54.45	0%
Vehicle Code enforcement (per Rocklin Municipal Code)	Varies	Varies	N/A	N/A	N/A	N/A

New Fees

Police audio reproduction (per case/per request)	N/A	\$23.00	N/A	N/A	\$23.76	97%
Police photo(s) reproduction (per case/per request)	N/A	\$21.00	N/A	N/A	\$21.01	100%
Police report(s) reproduction (per page)	N/A	\$0.10	N/A	N/A	N/A	N/A
Police video(s) reproduction (per case/per request)	N/A	\$26.00	N/A	N/A	\$26.50	98%
Records check clearance letter/criminal history	N/A	\$20.00	N/A	N/A	\$20.86	96%
Traffic/accident investigation report(s) reproduction (per page)	N/A	\$0.10	N/A	N/A	N/A	N/A

Fees Removed

Accident investigation/report <50 pages	\$0.00
Accident investigation/report 50-75 pages	\$5.00
Accident investigation/report if 76+ pages (each)	\$0.10
Police audio reproduction per CD if 5+ copies	\$20.00
Police photo per page if 5+ pages (each)	\$20.00
Police report reproduction 0-50 pages	\$0.00
Police report reproduction 51-75 pages	\$15.00
Police report reproduction 76+ pages (each)	\$0.10
Police video reproduction <5 copies	\$41.00
Police video reproduction 5+ copies (each)	\$22.00
Records check clearance letter	\$20.00
Review local criminal history	\$20.00

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Fire)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Fire Construction Permits						
Electric gate inspection	\$475.00	\$455.00	-\$20.00	-4%	\$455.51	100%
Emergency vehicle access	\$584.00	\$404.00	-\$180.00	-31%	\$404.38	100%
Fire alarm - fire sprinkler monitoring system	\$507.00	\$475.00	-\$32.00	-6%	\$475.82	100%
Fire alarm - high rise	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Fire alarm - new installation	\$1,052.00	\$984.00	-\$68.00	-6%	\$984.27	100%
Fire alarm - panel cellular communicator submittal	\$260.00	\$244.00	-\$16.00	-6%	\$244.49	100%
Fire alarm - panel change-out	\$260.00	\$244.00	-\$16.00	-6%	\$244.49	100%
Fire alarm - tenant improvement	\$507.00	\$475.00	-\$32.00	-6%	\$475.82	100%
Fire alternate materials, methods & design review	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Fire Code Board of Appeals	\$2,580.00	\$2,411.00	-\$169.00	-7%	\$2,411.15	100%
Fire construction expedited plan review	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Fire pump system	\$1,289.00	\$1,205.00	-\$84.00	-7%	\$1,205.61	100%
Fire sprinkler system-new installation <100 heads	\$856.00	\$801.00	-\$55.00	-6%	\$801.92	100%
Fire sprinkler system-new installation 100-199 heads	\$1,289.00	\$1,205.00	-\$84.00	-7%	\$1,205.61	100%
Fire sprinkler system-new installation 200+ heads	\$2,207 plus \$.50/device	\$2,062 plus \$.50/device	-\$145.00	-7%	\$2,062.35	100%
Fire sprinkler system-tenant improvement 1-10 heads	\$257.00	\$223.00	-\$34.00	-13%	\$223.83	100%
Fire sprinkler system-tenant improvement 1-50 heads	\$682.00	\$578.00	-\$104.00	-15%	\$578.09	100%
Fire sprinkler system-tenant improvement 51+ heads	\$940 plus \$.50/device	\$879 plus \$.50/device	-\$61.00	-6%	\$879.51	100%
Fire stand pipe system	\$655.00	\$614.00	-\$41.00	-6%	\$614.19	100%
Hood and duct system	\$525.00	\$492.00	-\$33.00	-6%	\$492.63	100%
Large fire alarm project (+50 devices)	\$2,029 plus \$.50/device	\$1,896 plus \$.50/device	-\$133.00	-7%	\$1,896.41	100%
Off hours inspections	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Project plan revision review (per hour)	\$151.00	\$142.00	-\$9.00	-6%	\$142.22	100%
Radio amplification systems	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Re-inspection fee	\$127.00	\$122.00	-\$5.00	-4%	\$122.93	99%
Smoke management systems	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Special consultation services	Actual Cost	Actual Cost	N/A	N/A	Varies	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Fire)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Special suppression system	\$1,070.00	\$1,001.00	-\$69.00	-6%	\$1,001.07	100%
Spray booths	\$940.00	\$879.00	-\$61.00	-6%	\$879.51	100%

Fire Code Operational Permits & Inspections						
Above ground tank	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - aerosol products	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - amusement building	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - apartments/hotels/motels						
a) 3 - 16 units	\$290.00	\$272.00	-\$18.00	-6%	\$272.09	100%
b) 17 - 32 units	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
c) 33 or more units	\$427.00	\$399.00	-\$28.00	-7%	\$399.93	100%
Annual operational permit - commercial day care facility						
a) 7 - 49 persons	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
b) 50 - 149 persons	\$482.00	\$451.00	-\$31.00	-6%	\$451.06	100%
c) 150 or more persons	\$536.00	\$502.00	-\$34.00	-6%	\$502.20	100%
Annual operational permit - compressed gases	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - covered mall buildings	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - cryogenics	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - dry cleaning	\$399.00	\$374.00	-\$25.00	-6%	\$374.36	100%
Annual operational permit - dust producing operations/storage	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - exhibits and trade shows	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - explosives or blasting agents	\$725.00	\$682.00	-\$43.00	-6%	\$682.20	100%
Annual operational permit - flammable/combustible liquids	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - garage repairs/motor vehicle fuel	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - hazardous materials	\$454.00	\$425.00	-\$29.00	-6%	\$425.49	100%
Annual operational permit - hazardous production facilities	\$509.00	\$476.00	-\$33.00	-6%	\$476.63	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Fire)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Annual operational permit - high pile storage	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - hot work operations	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - industrial ovens	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - institutional						
a) Less than 6 patients	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
b) 6 or more patients	\$482.00	\$451.00	-\$31.00	-6%	\$451.06	100%
c) Detention facilities	\$536.00	\$502.00	-\$34.00	-6%	\$502.20	100%
Annual operational permit - liquid petroleum gas	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - lumber yards	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - miscellaneous combustible storage	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - organic coating application	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - places of assembly						
a) Less than 300 occupant capacity	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
b) 300 - 999 occupant capacity	\$482.00	\$451.00	-\$31.00	-6%	\$451.06	100%
c) 1,000 or more occupant capacity	\$536.00	\$502.00	-\$34.00	-6%	\$502.20	100%
Annual operational permit - refrigeration equipment	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - spraying or dipping	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - tire storage	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Annual operational permit - wood products	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
General fire & life safety inspections	\$235.00	\$220.00	-\$15.00	-6%	\$220.96	100%
Large family day care						
- Pre-inspection (at hourly rate)	\$127.00	\$119.00	-\$8.00	-6%	\$119.07	100%
Operational permit - other fire code permits	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Other required inspections not specifically listed	\$235.00	\$220.00	-\$15.00	-6%	\$220.96	100%
Residential care facilities (RCFE)						
- 7 or more residents	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
- Pre-inspection (at hourly rate)	\$127.00	\$119.00	-\$8.00	-6%	\$119.07	100%
Temporary operational permit - candles/open flames	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Temporary operational permit - carnivals and Fairs	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Fire)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Temporary occupational permit - temporary membrane structures						
a) 401 - 1,499 SF	\$262.00	\$246.00	-\$16.00	-6%	\$246.52	100%
b) 1,500 - 2,999 SF	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
c) 3,000 - 5,999 SF	\$427.00	\$399.00	-\$28.00	-7%	\$399.93	100%
d) 6,000 or more SF	\$509.00	\$476.00	-\$33.00	-6%	\$476.63	100%
Temporary operational permit - theatrical fire performance	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%
Underground tank	\$345.00	\$323.00	-\$22.00	-6%	\$323.23	100%

Fire Services and Inspections						
Ambulance assistance	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Emergency response (spilled load, hazmat, DUI, etc.)	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
False alarm response (up to 2 per 12 months)	\$0.00	\$0.00	\$0.00	N/A	Varies	N/A
False alarm response (each after 2 per 12 months)*	\$260.00	\$260.00	\$0.00	0%	Varies	N/A
Fire board up contractor permit application	\$179.00	\$170.00	-\$9.00	-5%	\$170.17	100%
Fire board up use/evaluation	\$553.00	\$544.00	-\$9.00	-2%	\$544.30	100%
Fire flow hydrant test	\$264.00	\$272.00	\$8.00	3%	\$272.44	100%
Fireworks sales permits (booths)	\$375.00	\$375.00	\$0.00	0%	\$544.87	69%
First responder	\$297.00	\$297.00	\$0.00	0%	\$369.11	80%
Lift assist - licensed care facility	\$223.00	\$220.00	-\$3.00	-1%	\$220.90	100%
Public display of fireworks (3 hours)	\$2,161.00	\$2,029.00	-\$132.00	-6%	\$2,029.35	100%
- Additional standby time (per hour)	\$451.00	\$409.00	-\$42.00	-9%	\$409.79	100%
- Additional engine if needed	\$1,249.00	\$1,229.00	-\$20.00	-2%	\$1,229.37	100%
Special pyrotechnic effects/entertainment (not fireworks)	\$396.00	\$594.00	\$198.00	50%	\$749.53	79%
- Additional standby time (per hour)	\$451.00	\$409.00	-\$42.00	-9%	\$409.79	100%
- Engine company standby if needed	\$1,279.00	\$1,229.00	-\$50.00	-4%	\$1,229.37	100%
Vegetation management/grazing/nuisance abatement activities						
Annual grazing permit	\$309.00	\$289.00	N/A	N/A	\$289.62	100%
Grazing permit						
0-1.99 acres	\$172.00	\$161.00	N/A	N/A	\$161.79	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Fire)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
2-4.99 acres	\$226.00	\$212.00	N/A	N/A	\$212.92	100%
5-9.99 acres	\$254.00	\$238.00	N/A	N/A	\$238.49	100%
Open space fuels management/WUI reduction compliance activity	\$280.00	\$370.00	\$90.00	32%	\$370.39	100%
Weed abatement	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Will serve letters/special requests	Actual Cost	Actual Cost	N/A	N/A	Varies	100%

* Government agencies exempt from this fee

New Fees

Annual operational permit - flammable/combustible bulk plant/terminal	N/A	\$955.00	N/A	N/A	\$955.32	100%
Annual operational permit - storage of lithium-ion and lithium metal batteries	N/A	\$477.00	N/A	N/A	\$477.66	100%
Compressed gas systems	N/A	\$655.00	N/A	N/A	\$655.68	100%
Temporary operational permit - outdoor assembly event						
a) 1000-5000 persons	N/A	\$544.00	N/A	N/A	\$544.87	100%
b) Each additional 5000 persons	N/A	\$59.00	N/A	N/A	\$59.17	100%

Fees Removed

Combustible dust operations	\$345.00
Combustible storage	\$345.00
Compressed gas systems inspection - general	\$700.00
Compressed gas systems inspection - hazardous material	\$700.00
Compressed gas systems inspection - medical gas	\$700.00
Hot food vendor-annual	\$235.00
Knox box servicing	\$289.00
Radioactive materials	\$345.00
Residential Care Facilities (RCFE) - less than 7 residents	\$345.00
Underground water systems	\$491.00

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Planning)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Annexation/de-annexation processing	\$17,949.00	\$19,438.00	\$1,489.00	8%	\$19,438.68	100%
Applicant prepared CEQA document review (other than EIR)	50% of applicable CEQA Fee					
CEQA 15162 determination	\$1,013.00	\$1,114.00	\$101.00	10%	\$2,909.66	38%
CEQA initial study & info document (ND, MND, EIR) - \$0 to \$40,000	\$48,738.00	\$53,611.00	\$4,873.00	10%	\$58,750.28	91%
CEQA initial study & info document (ND, MND, EIR) - \$40,001 to \$80,000	\$61,150.00	\$67,265.00	\$6,115.00	10%	\$72,648.71	93%
CEQA initial study & info document (ND, MND, EIR) - \$80,001 to \$120,000	\$71,518.00	\$78,669.00	\$7,151.00	10%	\$83,471.47	94%
CEQA initial study & info document (ND, MND, EIR) - \$120,001 to \$160,000	\$83,787.00	\$92,165.00	\$8,378.00	10%	\$96,259.85	96%
CEQA initial study & info document (ND, MND, EIR) - \$160,001 to \$200,000	\$95,963.00	\$105,559.00	\$9,596.00	10%	\$110,628.11	95%
CEQA initial study & info document (ND, MND, EIR) - \$200,001 to \$240,000	\$108,158.00	\$118,973.00	\$10,815.00	10%	\$127,018.22	94%
CEQA initial study & info document (ND, MND, EIR) - \$240,001 to \$280,000	\$120,407.00	\$132,447.00	\$12,040.00	10%	\$140,934.54	94%
CEQA initial study & mitigated negative declaration	\$7,325.00	\$8,057.00	\$732.00	10%	\$8,618.25	93%
CEQA initial study & negative declaration	\$6,635.00	\$7,298.00	\$663.00	10%	\$7,738.09	94%
CEQA mitigation monitoring (minimum deposit)	\$3,354.00	\$3,689.00	\$335.00	10%	\$4,014.09	92%
CEQA notice of exemption	\$442.00	\$471.00	\$29.00	7%	\$471.23	100%
Combination applications	\$19,022.00	\$20,924.00	\$1,902.00	10%	\$24,900.17	84%
Conditional use permit - City Council review	\$13,940.00	\$15,334.00	\$1,394.00	10%	\$16,938.22	91%
Conditional use permit - existing building	\$9,732.00	\$10,705.00	\$973.00	10%	\$12,302.49	87%
Conditional use permit - minor	\$6,480.00	\$7,128.00	\$648.00	10%	\$8,523.51	84%
Conditional use permit - modification	\$5,847.00	\$6,431.00	\$584.00	10%	\$7,787.43	83%
Conditional use permit - new building	\$11,916.00	\$13,107.00	\$1,191.00	10%	\$15,015.22	87%
Design review - commercial	\$13,792.00	\$15,171.00	\$1,379.00	10%	\$18,333.44	83%
Design review - residential	\$9,274.00	\$10,201.00	\$927.00	10%	\$11,820.74	86%
Design review - signs	\$4,205.00	\$4,625.00	\$420.00	10%	\$5,009.97	92%
Development agreement	\$18,541.00	\$20,395.00	\$1,854.00	10%	\$22,978.97	89%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Planning)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Development agreement amendment	\$12,201.00	\$13,252.00	\$1,051.00	9%	\$13,252.84	100%
Entitlement processing - 4th+ submittal	\$2,854.00	\$2,887.00	\$33.00	1%	\$2,887.59	100%
General development plan	\$14,188.00	\$15,606.00	\$1,418.00	10%	\$16,793.69	93%
General development plan - major modification	\$13,792.00	\$15,171.00	\$1,379.00	10%	\$16,442.91	92%
General development plan - modification	\$13,009.00	\$14,309.00	\$1,300.00	10%	\$15,725.97	91%
General plan amendment	\$14,209.00	\$15,629.00	\$1,420.00	10%	\$16,864.70	93%
Historical review	\$1,640.00	\$1,804.00	\$164.00	10%	\$1,822.95	99%
Home occupation permit - basic	\$195.00	\$214.00	\$19.00	10%	\$246.12	87%
Home occupation permit modification	\$96.00	\$106.00	\$10.00	10%	\$178.15	60%
Lot line adjustment / merger - 1st line	\$2,387.00	\$2,625.00	\$238.00	10%	\$2,861.92	92%
Lot line adjustment / merger - each additional line	\$377.00	\$565.00	\$188.00	50%	\$822.66	69%
Mobile pushcart permit	\$1,368.00	\$1,504.00	\$136.00	10%	\$1,600.36	94%
Mobile pushcart permit - renewal	\$893.00	\$902.00	\$9.00	1%	\$902.45	100%
Modification of approved project	\$6,038.00	\$6,641.00	\$603.00	10%	\$7,823.38	85%
Oak tree preservation plan permit - stand alone	\$1,240.00	\$1,364.00	\$124.00	10%	\$1,415.79	96%
Planning appeal to City Council	\$4,257.00	\$4,682.00	\$425.00	10%	\$8,359.35	56%
Planning Commission appeal	\$4,902.00	\$5,392.00	\$490.00	10%	\$7,760.53	69%
Preliminary application (SB 330)	\$595.00	\$892.00	\$297.00	50%	\$1,922.31	46%
Sign permit	\$386.00	\$424.00	\$38.00	10%	\$466.16	91%
Special event - administrative modification	\$80.00	\$88.00	\$8.00	10%	\$882.42	10%
Special event - administrative review	\$790.00	\$869.00	\$79.00	10%	\$1,913.46	45%
Special event - City Council review	\$5,237.00	\$5,760.00	\$523.00	10%	\$6,196.14	93%
Specific plan use permit	\$2,566.00	\$2,822.00	\$256.00	10%	\$2,915.18	97%
Street name change	\$2,882.00	\$3,170.00	\$288.00	10%	\$3,318.25	96%
Substantial compliance review	\$2,067.00	\$2,273.00	\$206.00	10%	\$2,523.53	90%
Tentative parcel map	\$10,546.00	\$11,600.00	\$1,054.00	10%	\$13,349.00	87%
Tentative subdivision map	\$16,443.00	\$18,087.00	\$1,644.00	10%	\$21,783.61	83%
Tentative subdivision map - modification	\$13,632.00	\$14,995.00	\$1,363.00	10%	\$17,264.21	87%
Time extension review	\$5,376.00	\$5,913.00	\$537.00	10%	\$6,313.79	94%
Variance review	\$6,948.00	\$7,642.00	\$694.00	10%	\$8,394.24	91%
Variance review - administrative review/minor deviation	\$2,578.00	\$2,835.00	\$257.00	10%	\$3,149.90	90%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Planning)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Written zone verification / burn down letter	\$380.00	\$418.00	\$38.00	10%	\$452.52	92%
Zone change	\$13,573.00	\$14,930.00	\$1,357.00	10%	\$16,350.41	91%
Zoning/Subdivision Ordinance amendment	\$12,662.00	\$13,928.00	\$1,266.00	10%	\$15,085.08	92%
Zoning/Subdivision Ordinance interpretation	\$4,563.00	\$5,019.00	\$456.00	10%	\$5,385.36	93%

New Fees

CEQA initial study & info document (ND, MND, EIR) - \$0 to \$5,000	N/A	\$17,384.00	N/A	N/A	\$17,384.26	100%
CEQA initial study & info document (ND, MND, EIR) - \$5,001 to \$10,000	N/A	\$27,079.00	N/A	N/A	\$27,079.30	100%
CEQA initial study & info document (ND, MND, EIR) - \$10,001 to \$20,000	N/A	\$36,971.00	N/A	N/A	\$36,971.20	100%
CEQA initial study & info document (ND, MND, EIR) - \$20,001 to \$30,000	N/A	\$46,942.00	N/A	N/A	\$46,942.10	100%

Fees Removed

None

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Building)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Alternate methods & materials	\$695.00	\$684.00	-\$11.00	-2%	\$684.47	100%
Appeals Board construction advisory	\$843.00	\$843.00	\$0.00	0%	\$840.17	100%
At-risk submittal	\$596.00	\$502.00	-\$94.00	-16%	\$502.30	100%
Board of Appeals	\$843.00	\$843.00	\$0.00	0%	\$840.17	100%
Building inspection/permit	Based on Building Permit Fee Table				Varies	100%
- Electrical permit-commercial 0-10,000 Sq. Ft.	\$419.00	\$412.00	-\$7.00	-2%	\$412.78	100%
- Electrical permit-commercial 10,001-20,000 Sq. Ft.	\$524.00	\$515.00	-\$9.00	-2%	\$515.97	100%
- Electrical permit-commercial 20,001-30,000 Sq. Ft.	\$628.00	\$619.00	-\$9.00	-1%	\$619.16	100%
- Electrical permit-commercial 30,001-40,000 Sq. Ft.	\$733.00	\$722.00	-\$11.00	-2%	\$722.36	100%
- Electrical permit-commercial 40,001-50,000 Sq. Ft.	\$838.00	\$825.00	-\$13.00	-2%	\$825.55	100%
- Electrical permit-commercial >50,000 Sq. Ft.	\$943.00	\$928.00	-\$15.00	-2%	\$928.75	100%
- Electrical permit-residential up to 2,500 Sq. Ft.	\$366.00	\$361.00	-\$5.00	-1%	\$361.18	100%
- Electrical permit-residential 2,501 to 5,000 Sq. Ft.	\$419.00	\$412.00	-\$7.00	-2%	\$412.78	100%
- Electrical permit-residential >5,000 Sq. Ft.	\$471.00	\$464.00	-\$7.00	-1%	\$464.37	100%
- Mechanical permit-commercial 0-10,000 Sq. Ft.	\$419.00	\$412.00	-\$7.00	-2%	\$412.78	100%
- Mechanical permit-commercial 10,001-20,000 Sq. Ft.	\$524.00	\$515.00	-\$9.00	-2%	\$515.97	100%
- Mechanical permit-commercial 20,001-30,000 Sq. Ft.	\$628.00	\$619.00	-\$9.00	-1%	\$619.16	100%
- Mechanical permit-commercial 30,001-40,000 Sq. Ft.	\$733.00	\$722.00	-\$11.00	-2%	\$722.36	100%
- Mechanical permit-commercial 40,001-50,000 Sq. Ft.	\$838.00	\$825.00	-\$13.00	-2%	\$825.55	100%
- Mechanical permit-commercial >50,000 Sq. Ft.	\$943.00	\$928.00	-\$15.00	-2%	\$928.75	100%
- Mechanical permit-residential up to 2,500 Sq. Ft.	\$366.00	\$361.00	-\$5.00	-1%	\$361.18	100%
- Mechanical permit-residential 2,501 to 5,000 Sq. Ft.	\$419.00	\$412.00	-\$7.00	-2%	\$412.78	100%
- Mechanical permit-residential >5,000 Sq. Ft.	\$471.00	\$464.00	-\$7.00	-1%	\$464.37	100%
- Plumbing permit-commercial 0-10,000 Sq. Ft.	\$419.00	\$412.00	-\$7.00	-2%	\$412.78	100%
- Plumbing permit-commercial 10,001-20,000 Sq. Ft.	\$524.00	\$515.00	-\$9.00	-2%	\$515.97	100%
- Plumbing permit-commercial 20,001-30,000 Sq. Ft.	\$628.00	\$619.00	-\$9.00	-1%	\$619.16	100%
- Plumbing permit-commercial 30,001-40,000 Sq. Ft.	\$733.00	\$722.00	-\$11.00	-2%	\$722.36	100%
- Plumbing permit-commercial 40,001-50,000 Sq. Ft.	\$838.00	\$825.00	-\$13.00	-2%	\$825.55	100%
- Plumbing permit-commercial >50,000 Sq. Ft.	\$943.00	\$928.00	-\$15.00	-2%	\$928.75	100%
- Plumbing permit-residential up to 2,500 Sq. Ft.	\$366.00	\$361.00	-\$5.00	-1%	\$361.18	100%
- Plumbing permit-residential 2,501 to 5,000 Sq. Ft.	\$419.00	\$412.00	-\$7.00	-2%	\$412.78	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Building)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
- Plumbing permit-residential >5,000 Sq. Ft.	\$471.00	\$464.00	-\$7.00	-1%	\$464.37	100%
Building miscellaneous services	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Building permit processing	\$134.00	\$176.00	\$42.00	31%	\$176.36	100%
Building permit processing fee (large projects)	\$203.00	\$264.00	\$61.00	30%	\$264.53	100%
Building permit reissuance	\$170.00	\$189.00	\$19.00	11%	\$189.21	100%
Building plan check	75% of Building Permit Fee				Varies	100%
- Building plan check fee - reduced master plans	70% of Building Permit Fee				Varies	100%
- Disabled access plan check	7% of Building Permit Fee (Minimum \$45)	7% of Building Permit Fee (Minimum \$45)	N/A	N/A	Varies	100%
- Energy plan check (excludes production homes)	7% of Building Permit Fee (Minimum \$45)	7% of Building Permit Fee (Minimum \$45)	N/A	N/A	Varies	100%
- Non-residential - electrical plan check fee	50% of Electrical Fee				Varies	100%
- Non-residential - mechanical plan check fee	50% of Mechanical Fee				Varies	100%
- Non-residential - plumbing plan check fee	50% of Plumbing Fee				Varies	100%
- Plan review post approval	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
- SFR mastered plans (production homes)	\$545.00	\$537.00	-\$8.00	-1%	\$537.10	100%
- Special consultant services	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
CalGreen building standards review	8% of Building Permit Fee				Varies	100%
CASp inspection	\$408.00	\$541.00	\$133.00	33%	\$541.95	100%
CASp review	\$582.00	\$582.00	\$0.00	0%	\$583.26	100%
Certificate of occupancy	\$337.00	\$497.00	\$160.00	47%	\$497.44	100%
Code Enforcement action fee	\$243.00	\$239.00	-\$4.00	-2%	\$239.62	100%
Combo pool/spa permit - residential	\$926.00	\$933.00	\$7.00	1%	\$933.47	100%
Construction and demolition debris recycling	\$97.00	\$96.00	-\$1.00	-1%	\$96.09	100%
Continuing education fee	\$1.50	\$1.50	\$0.00	0%	\$1.50	100%
Demolition abatement	\$393.00	\$549.00	\$156.00	40%	\$549.58	100%
Demolition permit	\$256.00	\$263.00	\$7.00	3%	\$263.00	100%
Electrical panel replacement (>225 amperes)	\$186.00	\$193.00	\$7.00	4%	\$193.74	100%
Electrical panel replacement (up to 225 amperes)	\$134.00	\$142.00	\$8.00	6%	\$142.14	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Building)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Electronic plan scanning (per sheet)	\$3.00	\$3.00	\$0.00	0%	\$3.00	100%
End processing	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
ESS permit - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
ESS permit (residential)	\$209.00	\$206.00	-\$3.00	-1%	\$206.39	100%
ESS permit with PV - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
ESS permit with PV (residential)	\$731.00	\$765.00	\$34.00	5%	\$765.97	100%
EV charging station - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
Expired permit fee	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Fire construction inspection (commercial)	5% of Building Inspection Fee	5% of Building Inspection Fee	N/A	N/A	Varies	N/A
Fireplace insert	\$282.00	\$291.00	\$9.00	3%	\$291.79	100%
Foundation only permit	Based on Building Permit Fee Table				Varies	100%
Ground mounted PV system - residential	\$585.00	\$599.00	\$14.00	2%	\$599.65	100%
Job card replacement	\$32.00	\$44.00	\$12.00	38%	\$44.09	100%
Landscape plan review	\$445.00	\$445.00	\$0.00	0%	\$445.14	100%
Large format copies (per sheet)	\$33.00	\$49.00	\$16.00	48%	\$63.36	77%
Life safety inspection (per hour/2 hour minimum)	\$420.00	\$510.00	\$90.00	21%	\$510.80	100%
Manufactured structure setup	\$622.00	\$774.00	\$152.00	24%	\$774.16	100%
Massage business inspections/MCBO processing	\$255.00	\$274.00	\$19.00	7%	\$274.52	100%
Minimum building permit (M/E/P)	\$134.00	\$142.00	\$8.00	6%	\$142.14	100%
Minimum building permit (not M/E/P)	\$208.00	\$206.00	-\$2.00	-1%	\$206.68	100%
Minimum sign permit inspection/permit	\$134.00	\$142.00	\$8.00	6%	\$142.14	100%
Off-hours inspections (per hour)	\$314.00	\$309.00	-\$5.00	-2%	\$309.58	100%
Permit/plan check extension request	\$82.00	\$86.00	\$4.00	5%	\$86.33	100%
Plan duplication	\$418.00	\$418.00	\$0.00	0%	\$418.56	100%
Planning division inspection (commercial)	5% of Building Inspection Fee	5% of Building Inspection Fee	N/A	N/A	Varies	N/A
Planning inspection/reinspection (hourly rate)	\$140.00	\$138.00	-\$2.00	-1%	\$138.78	99%
Pool permit - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
Pool permit - residential	\$832.00	\$840.00	\$8.00	1%	\$840.56	100%
Pool remodel permit (residential)	\$484.00	\$498.00	\$14.00	3%	\$498.45	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Building)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Pool/spa combo permit - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
Portable spa	\$282.00	\$291.00	\$9.00	3%	\$291.79	100%
Prefabricated patio cover fee	\$260.00	\$266.00	\$6.00	2%	\$266.55	100%
Preliminary project review	\$0.00	\$0.00	\$0.00	0%	Varies	N/A
PV inspection - commercial (+250kw)	\$2,400+ ⁽²⁾	\$2,400+ ⁽²⁾	\$0.00	0%	Varies	N/A
PV inspection - commercial (<50kw)	\$1,000.00	\$1,000.00	\$0.00	0%	Varies	N/A
PV inspection - commercial (50kw - 250kw)	\$1,000+ ⁽¹⁾	\$1,000+ ⁽¹⁾	\$0.00	0%	Varies	N/A
PV inspection - residential (15kw and up)	\$450.00	\$450.00	\$0.00	0%	Varies	N/A
PV inspection - residential (up to 15kw)	\$450.00	\$450.00	\$0.00	0%	Varies	N/A
Records maintenance (per permit)	\$3.00	\$3.00	\$0.00	0%	\$3.00	100%
Refund processing	\$227.00	\$237.00	\$10.00	4%	\$237.76	100%
Re-inspection	\$172.00	\$176.00	\$4.00	2%	\$176.84	100%
Reroof permit (residential)	\$240.00	\$250.00	\$10.00	4%	\$250.48	100%
Residential fire sprinkler	\$401.00	\$406.00	\$5.00	1%	\$406.10	100%
Retrofit window replacement fee (residential)	\$240.00	\$250.00	\$10.00	4%	\$250.48	100%
Spa permit - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
Spa permit - residential	\$832.00	\$840.00	\$8.00	1%	\$840.56	100%
Special inspection and testing agency approval/renewal	\$183.00	\$187.00	\$4.00	2%	\$187.82	100%
Street address change	\$758.00	\$743.00	-\$15.00	-2%	\$743.26	100%
Temporary certificate of occupancy	\$774.00	\$762.00	-\$12.00	-2%	\$762.61	100%
Temporary certificate of occupancy renewal	\$469.00	\$469.00	\$0.00	0%	\$467.64	100%
Unpermitted work penalty	Varies ⁽³⁾	Varies ⁽³⁾	N/A	N/A	Varies	N/A
Use permit/occupancy permit change	\$593.00	\$576.00	-\$17.00	-3%	\$576.49	100%

⁽¹⁾ Fee is \$1,000 + \$7/kW above 50kW

⁽²⁾ Fee is \$2,400 + \$5/kW above 250kW

⁽³⁾ Charged for the permit that was not obtained plus a penalty of 2X the fee amount

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Building)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
New Fees						
Fire ESS plan check/inspection (commercial/multi-family)	N/A	\$389.00	N/A	N/A	\$389.49	100%
Fire ESS plan check/inspection (residential)	N/A	\$197.00	N/A	N/A	\$197.49	100%
Fire plan check	N/A	8% of Building Permit Fee (Minimum \$60)	N/A	N/A	Varies	100%

Fees Removed

None

**Building Valuation Table
Current (All New Construction)**

Minimum Value	Maximum Value	Base Rate	Plus \$\$	For every
0.00	0.00	0.00	0.00	0.00
1.00	500.00	27.08	0.00	0.00
501.00	2,000.00	27.08	3.56	100.00
2,001.00	25,000.00	81.25	16.39	1,000.00
25,001.00	50,000.00	456.15	11.83	1,000.00
50,001.00	100,000.00	751.22	8.20	1,000.00
100,001.00	500,000.00	1,158.90	6.41	1,000.00
500,001.00	1,000,000.00	3,697.66	5.70	1,000.00
1,000,001.00	and up	6,417.45	3.56	1,000.00

**Building Valuation Table
Recommended (All New Construction)**

Minimum Value	Maximum Value	Base Rate	Plus \$\$	For every
0.00	0.00	0.00	0.00	0.00
1.00	500.00	28.08	0.00	0.00
501.00	2,000.00	28.08	3.69	100.00
2,001.00	25,000.00	84.23	16.99	1,000.00
25,001.00	50,000.00	472.90	12.27	1,000.00
50,001.00	100,000.00	778.80	8.50	1,000.00
100,001.00	500,000.00	1,201.45	6.65	1,000.00
500,001.00	1,000,000.00	3,833.41	5.91	1,000.00
1,000,001.00	and up	6,653.05	3.69	1,000.00

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Engineering)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Certificate of compliance	\$1,349.00	\$1,524.00	\$175.00	13%	\$1,524.23	100%
Easement or public right of way abandonment	\$2,586.00	\$2,766.00	\$180.00	7%	\$2,766.85	100%
Easement or public right of way grant	\$2,671.44	\$2,848.00	\$176.56	7%	\$2,848.43	100%
Final map check - commercial parcel	\$7,206.00	\$7,406.00	\$200.00	3%	\$7,406.13	100%
Final map check - residential parcel	\$3,351.00	\$3,531.00	\$180.00	5%	\$3,531.15	100%
Final map check - subdivision	\$7,818.00	\$8,053.00	\$235.00	3%	\$8,053.65	100%
Flood zone designation letter	\$249.00	\$373.00	\$124.00	50%	\$695.85	54%
Flood zone development appeal	\$1,410.00	\$1,769.00	\$359.00	25%	\$1,769.22	100%
Flood zone development permit	\$1,214.00	\$1,518.00	\$304.00	25%	\$1,518.61	100%
Flood zone development variance	\$1,229.00	\$1,588.00	\$359.00	29%	\$1,588.93	100%
Improvement inspection \$0-\$99,999	\$0.0965	\$0.0914	-\$0.01	-5%	\$0.0914	100%
Improvement inspection \$100,000-\$199,999	\$0.0655	\$0.0609	\$0.00	-7%	\$0.0609	100%
Improvement inspection \$200,000-\$399,999	\$0.0469	\$0.0437	\$0.00	-7%	\$0.0437	100%
Improvement inspection \$400,000-\$599,999	\$0.0442	\$0.0413	\$0.00	-7%	\$0.0413	100%
Improvement inspection \$600,000-\$799,999	\$0.0405	\$0.0382	\$0.00	-6%	\$0.0382	100%
Improvement inspection \$800,000-\$999,999	\$0.0338	\$0.0320	\$0.00	-5%	\$0.0320	100%
Improvement inspection \$1,000,000-\$2,999,999	\$0.0317	\$0.0296	\$0.00	-7%	\$0.0296	100%
Improvement inspection \$3,000,000-\$4,999,999	\$0.0266	\$0.0247	\$0.00	-7%	\$0.0247	100%
Improvement inspection \$5,000,000-\$6,999,999	\$0.0232	\$0.0215	\$0.00	-7%	\$0.0215	100%
Improvement inspection \$7,000,000-\$8,999,999	\$0.0220	\$0.0203	\$0.00	-7%	\$0.0203	100%
Improvement inspection \$9,000,000+	\$0.0184	\$0.0170	\$0.00	-7%	\$0.0170	100%
Improvement plan check \$0-\$99,999	\$0.1171	\$0.1320	\$0.01	13%	\$0.1320	100%
Improvement plan check \$100,000-\$199,999	\$0.0446	\$0.0495	\$0.00	11%	\$0.0495	100%
Improvement plan check \$200,000-\$399,999	\$0.0367	\$0.0409	\$0.00	11%	\$0.0409	100%
Improvement plan check \$400,000-\$599,999	\$0.0290	\$0.0323	\$0.00	11%	\$0.0323	100%
Improvement plan check \$600,000-\$799,999	\$0.0271	\$0.0301	\$0.00	11%	\$0.0301	100%
Improvement plan check \$800,000-\$999,999	\$0.0262	\$0.0296	\$0.00	13%	\$0.0296	100%
Improvement plan check \$1,000,000-\$2,999,999	\$0.0154	\$0.0172	\$0.00	11%	\$0.0172	100%
Improvement plan check \$3,000,000-\$4,999,999	\$0.0098	\$0.0109	\$0.00	11%	\$0.0109	100%
Improvement plan check \$5,000,000-\$6,999,999	\$0.0079	\$0.0087	\$0.00	11%	\$0.0087	100%
Improvement plan check \$7,000,000-\$8,999,999	\$0.0068	\$0.0075	\$0.00	11%	\$0.0075	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Engineering)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Improvement plan check \$9,000,000+	\$0.0057	\$0.0063	\$0.00	12%	\$0.0063	100%
Improvement plan revision	\$965.00	\$1,006.00	\$41.00	4%	\$1,006.13	100%
Landscape/irrigation inspection	\$1,423.00	\$1,423.00	\$0.00	0%	\$1,476.54	96%
Landscape/irrigation plan check	\$1,296.00	\$1,296.00	\$0.00	0%	\$1,296.78	100%
Low-impact design review	\$922.00	\$887.00	-\$35.00	-4%	\$887.32	100%
Minor grading inspection	\$888.00	\$972.00	\$84.00	9%	\$972.26	100%
Minor grading plan check	\$1,534.00	\$1,741.00	\$207.00	13%	\$1,741.28	100%
Miscellaneous engineering support	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Reversion to acreage	\$6,245.00	\$6,434.00	\$189.00	3%	\$6,434.56	100%

Note: Improvement plan check & Improvement inspection fee is per \$1.00 of project value

New Fees None

Fees Removed None

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Code Enforcement)

Service Description	Current Fee	Recommended Fee	\$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Abandoned shopping cart abatement	\$232.00	\$228.00	-\$4.00	-2%	\$228.73	100%
Reverse corner lot fencing variance permit	\$319.00	\$314.00	-\$5.00	-2%	\$314.59	100%
Short term rental permit	\$205.00	\$202.00	-\$3.00	-1%	\$202.37	100%

New Fees

Noncommercial sign abatement fee	N/A	\$25.00	N/A	N/A	\$47.32	53%
Sidewalk vending permit	N/A	\$306.00	N/A	N/A	\$306.00	100%

Fees Removed

None

CITY OF ROCKLIN
FEES
Parks and Recreation

Recreation Programs: The fees for Recreation Program areas shall be set by the City Manager or designee for each program at a level that is competitive with and responsive to market conditions. Nonresident program participants may be subject to additional nonresident fees as deemed appropriate by the City Manager or designee.

Public Facilities Rentals: The fees for rental of City Facilities shall be set by the City Manager or designee at a level that is competitive with and responsive to market conditions. Nonresident facility renters may be subject to additional nonresident fees as deemed appropriate by the City Manager or designee.

The fees for Recreation Program areas and rental of City facilities currently are set by the City Manager separately from the resolution establishing service fees.

EXHIBIT 1**CITY OF ROCKLIN SERVICE FEES
FULLY BURDENED HOURLY COSTS (1)
FOR CITY PERSONNEL****PROPOSED
FULLY BURDENED
HOURLY RATE****ADMINISTRATIVE SERVICES**

Director of Administrative Services	\$222.24
Deputy Director of Administrative Services	\$173.61
Principal Management Analyst	\$149.71
Accounting Supervisor	\$135.63
Management Analyst	\$132.32
Senior Accountant	\$119.16
Payroll Administrator	\$105.95
Accountant II	\$102.75
Human Resources Technician II	\$85.66
Accounting Technician II	\$84.34
Payroll Technician I	\$79.54
Departmental Administrative Specialist	\$79.54
Senior Administrative Assistant	\$68.59

COMMUNITY DEVELOPMENT

Director of Community Development	\$207.25
City Engineer	\$183.18
Director of Long-Range Planning and Housing	\$165.95
Chief Building Official	\$165.95
Manager of Planning Services	\$150.35
Senior Planner	\$138.78
Principal Planner	\$138.22
Code Enforcement Program Manager	\$136.21
Associate Civil Engineer	\$135.40
Assistant Civil Engineer	\$111.13
Assistant Planner	\$105.77
Building Inspector II	\$103.19
Senior Construction Inspector	\$103.19
Code Enforcement Officer	\$93.49
Permit Center Supervisor	\$91.21
Public Services Business Technician	\$91.21
Building Inspector I	\$88.98
Senior Departmental Administrative Specialist	\$88.18
Planning/Building Technician II	\$82.63
Planning/Building Technician I	\$74.86
Code Enforcement Technician	\$66.16

INFORMATION TECHNOLOGY

Information Technology Manager	\$231.83
Principal Information Technology Analyst	\$199.91
Senior Information Technology Analyst	\$189.15
GIS Analyst II	\$175.64
Information Technology Analyst	\$175.64
Senior Information Technology Specialist	\$159.12
Information Technology Specialist	\$144.16

LEGISLATIVE

City Manager	\$320.81
City Attorney	\$279.41
Assistant City Manager	\$242.48
Assistant City Attorney	\$180.30
City Clerk	\$140.30
Management Analyst	\$137.41
Associate Management Analyst	\$107.35
Deputy City Clerk	\$88.96
Departmental Administrative Specialist	\$82.61
Website Technician	\$68.55

PARKS AND RECREATION

Director of Parks And Recreation	\$336.23
Parks and Recreation Manager	\$232.16
Administrative Analyst	\$199.00
Recreation Supervisor	\$163.33
Landscape Inspector	\$144.36
Senior Departmental Administrative Specialist	\$143.05
Recreation Coordinator	\$134.05
Landscape Services Trades Worker	\$130.78
Senior Building Maintenance Worker	\$130.78
Irrigation Maintenance Technician	\$124.48
Landscape Services Worker	\$115.59
Senior Office Assistant	\$110.02
Office Assistant II	\$99.68
Special Events Production Coordinator	\$91.17
Park Services Aide	\$52.41

PUBLIC SAFETY

<u>Police</u>	
Police Chief	\$252.49
Police Captain	\$223.16
Police Lieutenant	\$203.80
Police Sergeant	\$165.70
Manager of Police Records and Communications	\$136.19
Police Officer	\$134.78
Administrative Analyst	\$122.65
Public Safety Dispatch Supervisor	\$116.46
Crime Analyst	\$112.87

Community Service Officer	\$100.78
Police Records Supervisor	\$100.78
Public Safety Dispatcher II	\$100.78
Executive Assistant	\$97.32
Evidence/Property Technician	\$94.00
Public Safety Dispatcher I	\$87.19
Police Records Clerk	\$83.03
Police Clerk	\$50.97
<u>Fire</u>	
Fire Chief	\$257.16
Deputy Fire Chief	\$205.91
Fire Battalion Chief	\$187.07
Fire Captain	\$153.92
Fire Engineer	\$134.65
Administrative Analyst	\$124.92
Fire Prevention Plans Examiner	\$121.56
Firefighter	\$121.22
Fire Inspector II	\$102.27
Executive Assistant	\$96.46
Fire Inspector I	\$88.19
Senior Office Assistant	\$67.21

PUBLIC SERVICES

Director of Public Services	\$326.31
Public Services Manager	\$214.45
Facilities Operations Superintendent	\$183.82
Administrative Analyst	\$183.82
Traffic Maintenance Supervisor	\$174.96
Street Maintenance Supervisor	\$158.51
Landscape Services Supervisor	\$158.51
Fleet Services Supervisor	\$158.51
Senior Traffic Control and Lighting Technician	\$154.64
Environmental Services Specialist	\$147.19
Public Works Inspector II	\$147.19
Senior Building Trades Worker	\$147.19
Traffic Control and Lighting Technician	\$143.60
Building Maintenance Supervisor	\$143.60
Building Trades Worker	\$140.10
Senior Equipment Mechanic	\$140.10
Public Services Business Technician	\$136.68
Senior Irrigation Maintenance Technician	\$133.35
Environmental Services Technician	\$130.10
Equipment Mechanic II	\$126.92
Landscape Services Trades Worker	\$120.81
Senior Street Maintenance Worker	\$117.86
Building Maintenance Worker	\$114.99
Irrigation Maintenance Technician	\$114.99
Landscape Services Worker	\$106.78
Street Maintenance Worker II	\$106.78

Street Maintenance Worker I	\$101.63
Office Assistant II	\$92.07

(1) - Fully Burdened Hourly Rate includes median salary for the position, department average benefits, direct and indirect department overhead.

Example: Police Officer

1) Midpoint of Salary range is \$106,820.

2) Cost of benefits is added as a % of salary \$ (60% for Police)

$\$106,820 * 1.60 = \$170,912/\text{year}$

3) This is divided by available work hours (1703) for base hourly rate

$\$170,912/1703 = \$100.36$

4) Two types of overhead are added to this number

- Department overhead are non-compensation expenses as a % of compensation expense (19.9% for Police Department)

- Indirect overhead is a share of support department expense (12.0% for all departments)

$\$100.36 * 1.199 * 1.12 = \$134.78$ Fully Burdened Hourly Rate