ROCKLIN CITY COUNCIL

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

May 13, 2025
Closed Session 5:30 p.m.
General Session 6:00 p.m.

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

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

HOW TO PARTICIPATE

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

WRITINGS RECEIVED AFTER AGENDA POSTING

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

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, t o disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $500 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

AGENDA

MEETING INSTRUCTIONS

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

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation, County of Placer v. Orchard Creek Investors, LLC and City of Rocklin, Placer County Superior Court Case No. S-CV-0054784

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 Gayaldo, Unrepresented Employee: City Attorney

REPORT OUT OF CLOSED SESSION

CALL GENERAL SESSION TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

This is an opportunity for public comment on matters not listed on the agenda. Public comment on

items listed on the agenda will be taken when the agenda item is called.

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 March 18, 2025 Special Meeting of the City Council
Recommendation: Approve the Minutes of the March 18, 2025 Special Meeting of the City Council.

C2. Minutes of the April 4, 2025 Special Meeting of the City Council
Recommendation: Approve the Minutes of the April 4, 2025 Special Meeting of the City Council.

C3. Minutes of the April 8, 2025 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the April 8, 2025 Regular Meeting of the City Council.

C4. Minutes of the April 22, 2025 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the April 22, 2025 Regular Meeting of the City Council.

C5. Proclamation Declaring May 11-17, 2025 as National Police Week and May 15 as Peace Officers Memorial Day
Recommendation: Approve a Proclamation Declaring May 11-17, 2025 as National Police Week and May 15 as Peace Officers Memorial Day, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C6. Proclamation Declaring May 18-24, 2025, as National Public Works Week
Recommendation: Approve a Proclamation Declaring May 18-24, 2025, as National Public Works Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C7. Proclamation Declaring the Month of May 2025 as Lyme Disease Awareness Month
Recommendation: Approve a Proclamation Declaring the Month of May 2025 as Lyme Disease Awareness Month, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C8. California Statewide Communities Development Authority (CSCDA) Open Property Assessed Clean Energy (PACE) Program

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Consenting to the Inclusion of Properties Within the Territory of the City in the CSCDA Open PACE Programs; Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the City; and Authorizing Related Actions.

C9. Exempt Surplus Declaration - Front Street, Rocklin, California (APN 010-191-069-000)

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Declaring that the Portion of the Real Property Located along Front Street, Rocklin, California (APN 010-191-069-000) that is Not a Part of the Front Street Right-Of-Way 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 Action.

C10. Fire Station Design Services Agreement - First Amendment

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the First Amendment to the Agreement Between the City of Rocklin and COAR Design Group for the Architectural and Engineering Designs for the Fourth Fire Station and Training Site.

C11. Acquisition of LIFEPAK 35 Monitor/Defibrillators

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Lease Purchase Agreement for LIFEPAK 35 Monitor/Defibrillators with Flex Financial, a Division of Stryker Sales, LLC, and Authorizing the City Manager to Execute the Agreement.

C12. Intention to Annex Sky View (Westridge) into Community Facilities District No. 1

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 92) and to Authorize the Levy of Special Taxes Therein (Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000).

C13. Intention to Annex Sky View (Westridge) into Community Facilities District No. 5

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 5 (Annexation No. 77) and to Authorize the Levy of Special Taxes Therein (Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000).

C14. Intention to Annex Montreo into Community Facilities District No. 1
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 93) and to Authorize the Levy of Special Taxes Therein (Montreo, APNs 030-020-024-000 and 030-010-019-000).

C15. Intention to Annex Montreo into Community Facilities District No. 5
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 5 (Annexation No. 78) and to Authorize the Levy of Special Taxes Therein (Montreo, APNs 030-020-024-000 and 030-010-019-000).

C16. Concession Agreement with Final 9 Sports
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the Concession Agreement with Final 9 Sports.

C17. K9 and K9 Handler Training Services Contract - Amendment No. 1
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Contract for Services with D-TAC K9, LLC.

C18. Approving the Fiscal Year 2025/26 Engineer's Reports
Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Fiscal Year 2025/26 Engineer's Report for the Levy of the Annual Assessment for Lighting Maintenance District No. 1.
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Its Intention to Levy and Collect Annual Assessments for Lighting Maintenance District No. 1 and Setting a Time and Place for Public Hearing Thereon.
C. Adopt a Resolution of the City Council of the City of Rocklin Approving the Fiscal Year 2025/26 Engineer’s Report for the Levy of the Annual Assessment for Landscape and Lighting Maintenance District No. 2.
D. Adopt a Resolution of the City Council of the City of Rocklin Declaring its Intention to Levy and Collect Annual Assessments for Landscape and Lighting Maintenance District No. 2 and Setting a Time and Place for Public Hearing Thereon.

C19. Bluffs Subdivision ADA Ramps - Notice of Completion
Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Bluffs Subdivision ADA Ramps, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (FBD Vanguard Construction, Inc.).

C20. Solid Waste Collection Service Rate Increase
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intent to Amend the Solid Waste Collection Service Rates Within the Incorporated Limits of the City of Rocklin and Setting a Time and Place for a Public Hearing Thereon.

PRESENTATIONS

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

P1. Proclamation Declaring May 11-17, 2025 as National Police Week and May 15 as Peace Officers Memorial Day

P2. Proclamation Declaring May 18-24, 2025, as National Public Works Week

P3. Proclamation Declaring the Month of May 2025 as Lyme Disease Awareness Month

PUBLIC HEARINGS

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

PH1. Annexation Into Community Facilities District No. 1 (Chapa-De South Placer Clinic)
Recommendation: Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 91), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Chapa-De South Placer Clinic).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 91) (Chapa-De South Placer Clinic).

PH2. Annexation Into Community Facilities District No. 5 (Chapa-De South Placer Clinic)

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

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 5 (Annexation No. 76), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Chapa-De South Placer Clinic).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 5 (Annexation No. 76) (Chapa-De South Placer Clinic).

DISCUSSION ITEMS

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

D1. AB 481 – Military Equipment Report and Inventory: Annual Update

Recommendation: Introduce, Waive the Full Reading, and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Approving and Adopting A Military Equipment Use Policy for Fiscal Year 2025-26.

FUTURE AGENDA ITEMS

ADJOURNMENT

City Council Staff Report

Subject: Minutes of the March 18, 2025 Special Meeting of the City Council

Date: May 13, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the March 18, 2025 Special Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of March 18, 2025
2. 2025 Rocklin Council Workshop Summary

ROCKLIN CITY COUNCIL

City Council Special Meeting
Rocklin Police Department - EOC
4080 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us
March 18, 2025
5:00 pm

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Gayaldo called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Gayaldo led the pledge of allegiance.

ROLL CALL

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

CITIZENS ADDRESSING THE CITY COUNCIL

DISCUSSION ITEMS

D1. Strategic Planning Workshop
Action: Conducted a workshop to review the City's current strategic plan objectives and recommended updates.

Nancy Hetrick, from Raftelis, facilitated the workshop resulting in a summary report which has been included as an attachment for reference.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 7:00 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of March 18, 2025 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

City of Rocklin, CA

City Council Workshop

March 18, 2025

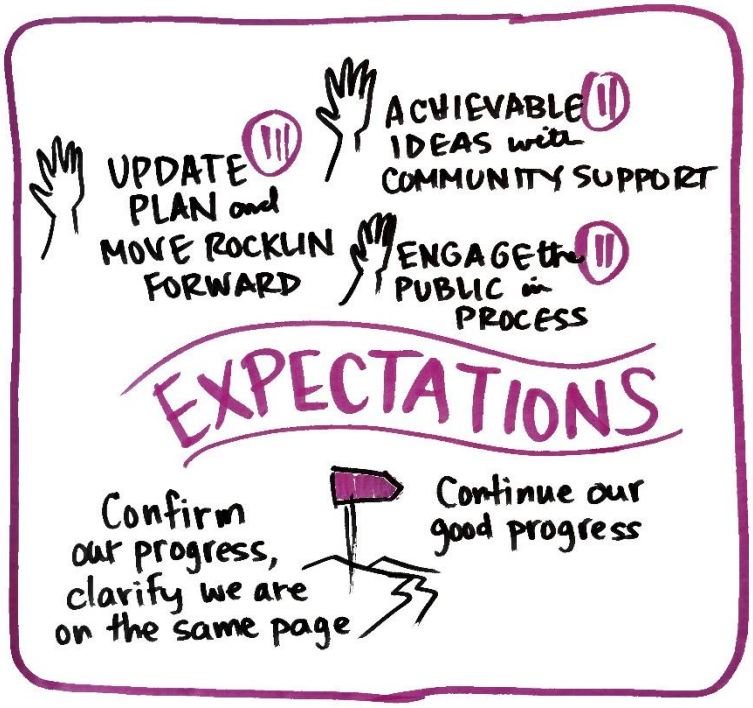
ROCKLIN
CALIFORNIA

RAFTELIS

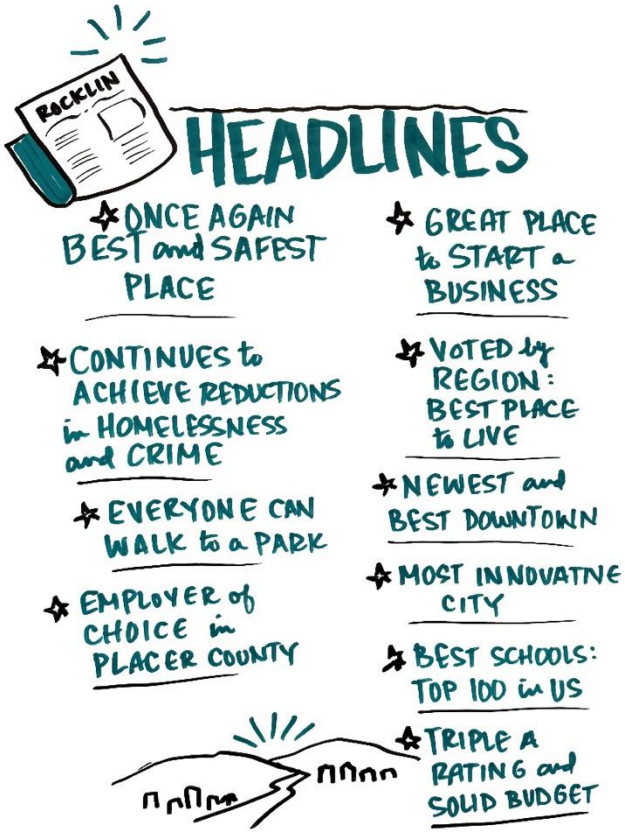
The City of Rocklin held a City Council Workshop on March 18, 2025. The workshop was planned and facilitated by Raftelis.

Welcome and Warm-Up

Mayor Jill Gayaldo welcomed participants and thanked them for their time. City Manager Aly Zimmermann echoed these comments and then introduced the facilitator, who asked each Councilmember to share their expectations for the workshop. These comments were captured by the visual facilitator to the right.



After the facilitator reviewed the agenda and meeting norms, Councilmembers participated in a warm-up activity in which they answered the questions: What is a headline you would like to see about the City of Rocklin two years from today? Next, they were invited to reflect on what they want this governing body to be known for. These responses were captured by the visual facilitator as seen below.





Setting the Stage: City Manager's Update and Key Accomplishments

City Manager Aly Zimmermann provided an update that included highlights from the 2025 National Community Survey conducted by Polco, an update on the City's current strategic plan, and a review of the five-year financial forecast.

In the community survey, Rocklin scored similar or higher than other agencies on 119 out of 123 questions; residents rated higher satisfaction in areas such as Mobility, Safety, and Economy. 83% of respondents trust the City of Rocklin to spend tax dollars wisely, and more than 80% of respondents rated Safety, Parks and Recreation, Natural Environment, and Economy as "good" or "excellent." Finally, 93% of respondents rated Safety as essential or very important.

She then shared an update on the City's progress toward strategic plan pillars: Resilient, Vibrant, Livable, Sustainable, and Safe, highlighting key milestones and accomplishments. She closed her update with a review of the City's current financial position, noting the need to be attentive to rising costs and flat revenues.

General Fund 5-Year Forecast	FY2024/25 Approved	FY2025/26 Projection	FY2026/27 Projection	FY2027/28 Projection	FY2028/29 Projection
Sources					
Revenue	$66,772,600	$ 67,799,100	$69,459,900	$71,460,600	$73,134,400
Other Sources	250,000	-	-	-	-
Total Sources	**67,022,600**	**67,799,100**	**69,459,900**	**71,460,600**	**73,134,400**
Uses					
Operation Expenditures	65,924,230	67,177,450	68,999,150	70,836,600	72,773,850
Capital Improvements	484,500	349,450	585,950	644,900	364,650
Contribution to Operating Reserve	**506,000**	**451,500**	**430,900**	**456,500**	**481,400**
Total Uses	66,914,730	67,978,400	70,016,000	71,938,000	73,619,900
Net Resources / (Deficit)	**$ 107,870**	**$ (179,300)**	**$ (556,100)**	**$ (477,400)**	**$ (485,500)**

Following the City Manager's update, the facilitator reviewed the accomplishments heard during pre-retreat interviews. These included themes around **Infrastructure Investments, Public Safety**, and enhanced **Quality of Lif**e.

After this review, Councilmembers reflected on what *they* are most proud of and shared their thoughts about the factors that contribute to their success. This discussion was captured by the visual facilitator as shown on the following page.

STEWARDS:
WE ARE ALL HERE for OUR COMMUNITY

Staying in front!

We quickly resolve issues

- BALANCE: MEETING NEEDS and ENHANCING



We got it done!

- OUR RESPONSIVENESS

- HOW SAFE PEOPLE FEEL



MOST PROUD...

COUNCIL RESPECTS STAFF

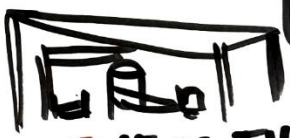
no "gotchas"

We engage when needed

- ACCESSIBLE to COMMUNITY

They rely on us for help...

Shade!



- IT IS THE LITTLE THINGS that IMPACT LIVES

KEEPING ROCKLIN'S SMALL TOWN FEEL

- TRIPLE A BOND RATING



Strategic Plan Pillars and Priorities

Local governments operate at the intersection of political acceptability—often driven by Council priorities—and administrative sustainability—what the organization has the capacity to accomplish. The facilitator shared Stephen Covey's "Big Rocks" analogy, noting that effective management requires maintaining the majority of focus on the day-to-day management of municipal services while leaving time for new initiatives, strategic improvements and training, and unforeseen challenges.

The facilitator then shared themes from pre-workshop interviews, as summarized below. Councilmembers agreed that the five Pillars adopted two years ago still resonate. They indicated a desire to "stay the course" and identified the following priorities:

- **Financial and Economic Sustainability:** Strengthen reserves and attract business growth.
- **Public Safety and Infrastructure:** Fund a fourth fire station, enhance crime prevention, address wildfire threats, and improve roads.
- **Parks and Community Amenities:** Expand parks, trails, and recreation; revitalize downtown, anchored by our amphitheater and a new public market.
- **Housing and Homelessness:** Support affordable housing and collaborate on regional homelessness solutions.

The facilitator walked the Council through the five pillars to review and affirm the language for each. An update to the directional statement for the **Safe** pillar was the only change, as shown below:

- **Previous:** Rocklin residents feel comfortable walking and biking throughout the community, enjoying parks and public spaces, and know that the City is prioritizing the safety, health and well-being of its community. Rocklin invests in public safety by providing resources and technology to consistently reduce crime and ensure the City remains safe. The City partners with nonprofits, social service agencies, and the community to address the root causes of crime and social instability.

- **Revised:** Rocklin residents feel comfortable traveling throughout the community, enjoying parks and public spaces, and know that the City is prioritizing the safety, health and well-being of its community. Rocklin invests in public safety by engaging community partners, providing resources and technology to consistently reduce crime and ensure the community remains safe.

The group discussed what success looks like for each of the five pillars, as captured on the following page.

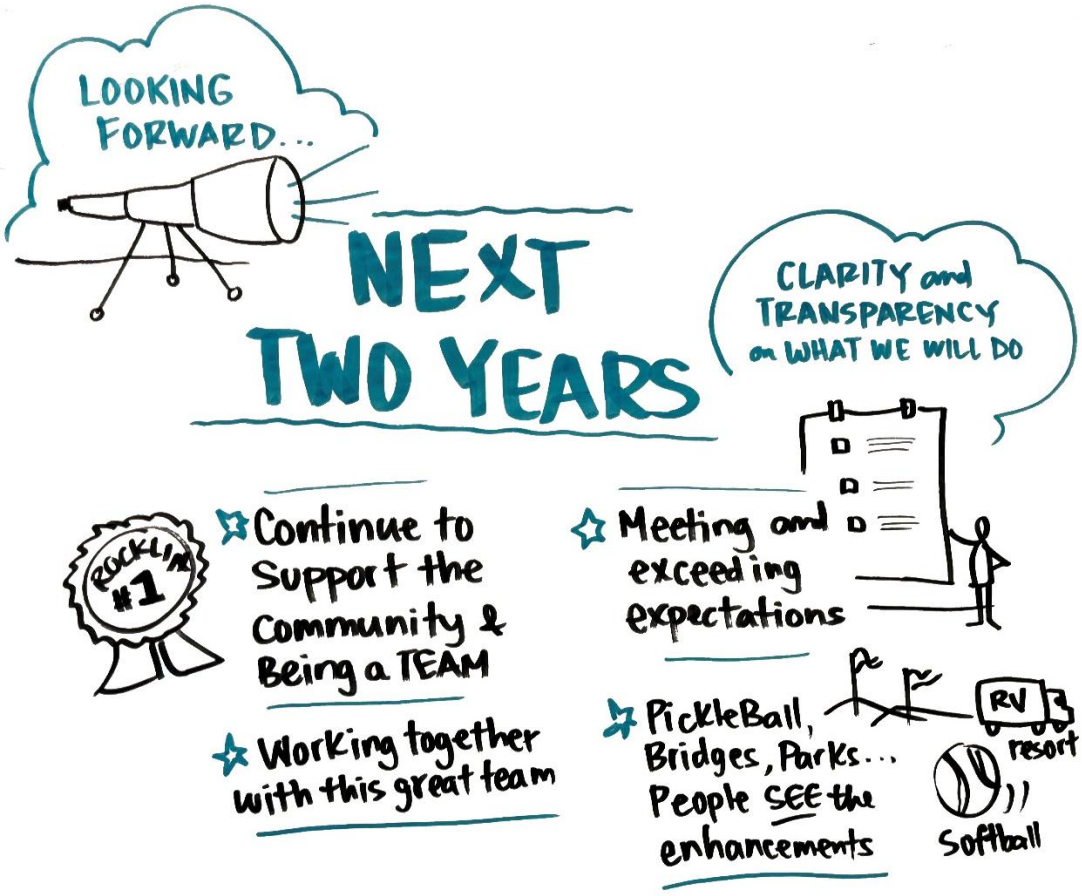


The success factors were summarized and reviewed by pillar as captured in the table below. These priorities will be integrated into the City's work plan and two-year budget.

Safe	Livable	Vibrant	Resilient	Sustainable
-Fund and construct a 4th fire station -Enhance crime prevention • Real Time Crime Center • COPPS program -Address wildfire threats -Implement interoperability across regional jurisdictions for fire response	-Support affordable housing -Collaborate on homelessness solutions -Identify funding options for Interstate 80 interchange improvements -Pursue regional improvements to State Road 65	-Expand parks, trails, and recreation -Revitalize downtown, anchored by our amphitheater and a new public market -Attract and support business growth -Support public art	-Complete infrastructure projects (fire station, bridges) -Invest in road maintenance	-Be self-reliant with resources (pursue commercial opportunities, sports tourism) -Strengthen reserves (define reserve needs) -Identify new revenue options

Wrap-Up and Next Steps

As the meeting came to a close, Councilmembers reflected on what they are most looking forward to over the next two years. These responses are captured below:



Next, each participant shared a word that expressed how they were feeling about the direction of the City. Mayor Gayaldo thanked her colleagues and staff for their time before adjourning the meeting. As the next steps, major work plan elements will be developed by staff to track progress on the Council pillars. The pillars will inform areas of emphasis for the FY2025-27 budget.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the April 4, 2025 Special Meeting of the City Council

Date: May 13, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the April 4, 2025 Special Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of April 4, 2025

ROCKLIN CITY COUNCIL

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

April 4, 2025
Special Session 3:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Gayaldo called the meeting to order at 3:00 p.m.

ROLL CALL

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

Council Member Broadway arrived at 3:20 p.m.

PUBLIC CLOMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 3:01 p.m.

Council Member Broadway arrived at 3:20 p.m. and joined the City Council in Closed Session.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(3), Conference with Legal Counsel, Anticipated Exposure to Litigation: one (1) case in which the facts or circumstances are not yet known to a potential plaintiff or plaintiffs.

Members of the City Council returned to the Council Chambers at 4:22 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

DISCUSSION ITEMS

D1. Clover Valley – Ratification of Escrow Instructions and Amendment to Use of Funds Agreement

Action: Adopted Resolution 2025-057 of the City Council of the City of Rocklin Ratifying Escrow Instructions and Approving the First Amendment to the Use of Funds Agreement Between the City of Rocklin and the Placer Land Trust for Clover Valley Acquisition and Protection Via Conservation Easement.

City Manager Zimmermann presented the item to the City Council.

City Council comments and discussion followed.

PUBLIC COMMENT

Placer County Superintendent of Schools Gayle Garbolino-Mojica addressed the City Council expressing her support of the proposed amended agreement.

Motion to approve Discussion Item No. D1 by Council Member Halldin and seconded by Vice Mayor Bass. Passed by the following roll call vote:

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

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 4:40 pm.

This is to certify that the foregoing is a true and correct copy of the minutes of April 4, 2025 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

City Council Staff Report

Subject: Minutes of the April 8, 2025 Regular Meeting of the City Council

Date: May 13, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the April 8, 2025 Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of April 8, 2025

ROCKLIN CITY COUNCIL

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

April 8, 2025
Closed Session 5:00 p.m.
General Session 6:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Gayaldo called the meeting to order at 5:00 p.m.

ROLL CALL

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

PUBLIC CLOMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:00 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code section 54957.6, Conference with Labor Negotiators, Agency Representatives: City Manager Aly Zimmermann, Director of Administrative Services Tameka Usher, and Jack Hughes; Employee Organizations: Rocklin Firefighter's Union Local 3847, Rocklin Police Officers' Association, and Rocklin Public Safety Managers.

CS2. Pursuant to Government Code Section 54956.95, Liability Claim. Claimant: Brian Gore. Agency Claimed Against: City of Rocklin

Members of the City Council returned to the Council Chambers at 6:15 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

CALL GENERAL SESSION TO ORDER

Mayor Gayaldo called the meeting to order at 6:15 p.m.

PLEDGE OF ALLEGIANCE

Mayor Gayaldo led the pledge of allegiance.

ROLL CALL

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

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

Ms. Cheryl Halston addressed the City Council expressing concern about affordable housing options for seniors.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Council Member Janda reported attendance at the Placer County Air Pollution Control District board meeting.

Council Member Broadway shared that he participated in Run Rocklin and recognized City staff for their hard work in supporting this event; and shared that Placer Valley Tourism held its Client Appreciation event and acknowledged their work @the Grounds boosting tourism within the County.

Vice Mayor Bass reported attendance at the Home Town Throw Down softball event between Rocklin High School and Whitney High School; shared that he and Mayor Gayaldo had a 2x2 meeting with the Rocklin Unified School District (RUSD); and noted he would be attending the Local Agency Formation Commission (LAFCO) meeting the following day.

Council Member Halldin reported attendance at the Rocklin Chamber of Commerce's Government Relations Committee meeting; and shared that he spoke to a local cub scout troop to help them earn civic merit badges and an emerging topic was e-bike safety.

Mayor Gayaldo recognized Council Member Halldin for his efforts with the reviewing applications for the City Council scholarship program; shared that she attended the Placer Cities and County Officials Association dinner event organized by the City of Lincoln; participated in the Run Rocklin event; attended a ribbon cutting event for the new gym facility at Sierra College; reported attendance at the Sacramento Area Council of Governments (SACOG) Policy and Innovation Committee meeting; participated in a 2x2 meeting with the RUSD; and attended a music performance held at Rocklin High School. Mayor Gayaldo reminded members of the public of the following upcoming events: Annual Rocklin Clean Up Day on April 12, 2025; the first concert at the Quarry Park Amphitheater on April 12, 2025; Annual Easter Egg Hunt organized by the Rocklin Firefighters Association on April 20, 2025; easter egg hunt; and the Rocklin Civic Celebration on April 26, 2025 at Johnson-Springview Park to include fireworks.

City Manager Zimmermann announced that Evenings in the Park will commence on April 11, 2025 featuring live music a movie under the stars, and the first concert of the season on April 12, 2025; and wished Vice Mayor Bass and Council Member Halldin a happy birthday.

CONSENT CALENDAR

Vice Mayor Bass requested clarification for Consent Items C8 and C10.

City Manager Zimmermann responded that for Consent Item C8, the contract confirmed the equipment to be provided and made available by CAL FIRE as well as associated costs in the event of a fire incident. City Manager Zimmermann responded that for Consent Item 10, State electrification standards for electric vehicles had been pushed back due to certain classes of vehicles not yet in existence for vehicle sizes needed by the City; she also noted that in the future, a zero-emissions vehicle study will be brought to the City Council for consideration along with an update on the City's fleet reserve.

C1. Minutes of the March 25, 2025 Regular Meeting of the City Council
Action: Approved the Minutes of the March 25, 2025 Regular Meeting of the City Council.

C2. Minutes of the March 26, 2025 Special Meeting of the City Council
Action: Approved the Minutes of the March 26, 2025 Special Meeting of the City Council

C3. Proclamation Honoring Ed Heidig for 30 Years of Public Service
Action: Approved a Proclamation Honoring Ed Heidig for 30 Years of Public Service, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.

C4. Proclamation Declaring April 2025 as Arts, Culture and Creativity Month
Action: Approved a Proclamation Declaring April 2025 as Arts, Culture and Creativity Month, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C5. Contract for Inclusionary Housing and In-Lieu Fee Assessment
Action: Adopted Resolution 2025-058 of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Contract with Keyser Marston Associates for the Creation of an Inclusionary Housing Ordinance and Establishment of an In-Lieu Fee.

C6. Intention to Annex Chapa-De South Placer Clinic into Community Facilities District No. 1
Action: Adopted Resolution 2025-059 of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 91) and to Authorize the Levy of Special Taxes Therein (Chapa- De South Placer Clinic).

C7. Intention to Annex Chapa-De South Placer Clinic into Community Facilities District No. 5
Action: Adopted Resolution 2025-060 of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 5 (Annexation No. 76) and to Authorize the Levy of Special Taxes Therein (Chapa- De South Placer Clinic).

C8. CAL FIRE Local Responsibility Area Wildland Protection Reimbursement Agreement
Action: Adopted Resolution 2025-061 of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Cooperative Fire Programs Local Responsibility Area Wildland Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) and Related Budget Amendment.

C9. Vacant Property Weed Abatement
Action: Adopted Resolution 2025-062 of the City Council of the City of Rocklin Declaring Conditions at Locations within the City of Rocklin to be a Public Nuisance, Ordering Weed Abatement of Same, and Setting the Date and Time for a Protest Hearing.

C10. Purchase of Two Trucks
Action: Adopted Resolution 2025-063 of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Two 2025 Chevrolet Colorado Crew Cab 4WD Work Trucks from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles.

C11. 5255 Pacific Street (Big Gun Site) Remediation Project - Bid Award

Action:

A. Adopted Resolution 2025-064 of the City Council of the City of Rocklin Approving a Notice of Exemption Remediation of 5255 Pacific Street (Big Gun Site).

B. Adopted Resolution 2025-065 of the City Council of the City of Rocklin Awarding the Contract for the Remediation of 5255 Pacific Street (Big Gun Site) to American Integrated Services, Inc., and Authorizing the City Manager to Execute an Agreement.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C11 by Council Member Broadway and seconded by Council Member Janda. Passed by the following vote:

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

PRESENTATIONS

P1. Proclamation Honoring Ed Heidig for 30 Years of Public Service

Mayor Gayaldo read the proclamation and presented it to Mr. Ed Heidig.

P2. Proclamation Declaring April 2025 as Arts, Culture and Creativity Month

Mayor Gayaldo read the proclamation and presented it Arts Council of Placer County Chair Sierra Ramsey.

P3. SACOG Briefing - 2025 Blueprint Project (Metropolitan Transportation Plan/ Sustainable Communities Strategy)

Sacramento Area Council of Governments (SACOG) Executive Director James Corless presented the item to City Council providing an update on its 2025 Blueprint Project; recognized Mayor Gayaldo for serving as the current Vice Chair of SACOG; and commended City of Rocklin and staff for hosting the recent board meeting and giving a tour to elected officials serving on SACOG a tour of Rocklin including Sierra College and the Growth Factory.

City Council comments and questions followed. Councilmembers commended SACOG staff for its collaborative nature of regional needs.

PUBLIC COMMENT

Mr. Benjamin Bjorkman addressed the City Council about affordable housing in Rocklin.

PUBLIC HEARINGS

PH1. Annexation Into Community Facilities District No. 1 (The Harper)
Action: Conducted a Public Hearing and Considered the Following Actions:
A. Adopted Resolution 2025-066 of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 87), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (The Harper).

Mayor Gayaldo opened the public hearing for Item PH1.

Management Analyst Megan Bressem presented the item to City Council,

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH1.

Motion to approve Public Hearing Item No. PH1.A. by Councilmember Broadway seconded by Councilmember Janda. Passed by the following vote:

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

Mayor Gayaldo asked City Clerk Avinta Singh for the results of the Special Annexation Election. City Clerk Singh reported that there were nineteen qualified votes and nineteen yes votes that were received.

B. Adopted Resolution 2025-067 of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 87) (The Harper).

Motion to approve Public Hearing Item No. PH1.B. by Councilmember Broadway, seconded by Councilmember Janda. Passed by the following vote:

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

PH2. Annexation Into Community Facilities District No. 5 (The Harper)
Action: Conducted a Public Hearing and Considered the Following Actions:
A. Adopted Resolution 2025-068 of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 5 (Annexation No. 74), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (The Harper).

Mayor Gayaldo opened the public hearing for Item PH2.

Management Analyst Megan Bressem presented the item to City Council,

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH2.

Motion to approve Public Hearing Item No. PH2.A. by Councilmember Broadway seconded by Councilmember Janda. Passed by the following vote:

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

Mayor Gayaldo asked City Clerk Avinta Singh for the results of the Special Annexation Election. City Clerk Singh reported that there were nineteen qualified votes and nineteen yes votes that were received.

B. Adopted Resolution 2025-069 of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 5 (Annexation No. 74) (The Harper).

Motion to approve Public Hearing Item No. PH2.B. by Councilmember Broadway, seconded by Councilmember Janda. Passed by the following vote:

Ayes: Councilmembers Bass, Broadway, Halldin, Janda

Mayor Gayaldo
Noes: None
Absent: None

DISCUSSION ITEMS

D1. Rocklin Police Department Annual Report and Outlook
Action: Received a Presentation on the 2024 Rocklin Police Department Annual Report and an Operational Outlook.

Police Chief Rustin Banks introduced Crime Analyst Shawn Baird who along with Administrative Services Deputy Director Daniel Choe, presented the item to the City Council.

City Council comments and discussion followed. Chief Banks responded to Councilmember questions. The City Council commended the Rocklin Police Department for their high professional standards, partnerships and engagement with the community, and for the detailed presentation.

PUBLIC COMMENT

Mr. Benjamin Bjorkman appreciated the Police Department's efforts to keep the community safe and expressed his opinion on the department's operations and budget.

FUTURE AGENDA ITEMS

There were none.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 8:18 p.m. in memory of 180 Church Pastor Harlyn Matson.

This is to certify that the foregoing is a true and correct copy of the minutes of April 8, 2025 as approved by the Rocklin City Council.

_____
Avinta Singh, City Clerk

City Council Staff Report

Subject: Minutes of the April 22, 2025 Regular Meeting of the City Council

Date: May 13, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the April 22, 2025 Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of April 22, 2025

ROCKLIN CITY COUNCIL

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

April 22, 2025
Closed Session 5:30 p.m.
General Session 6:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

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

ROLL CALL

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

PUBLIC CLOMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:30 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: City Attorney

CS2. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Gayaldo, Unrepresented Employee: City Attorney

CS3. Pursuant to Government Code Section 54956.95, Liability Claim. Claimant: Chad Vert. Agency Claimed Against: City of Rocklin

CS4. Pursuant to Government Code Section 54956.9(d)(4), Conference with Legal Counsel, Anticipated Litigation: the City Council is Meeting to Consider Whether to Initiate Litigation in One Case.

Members of the City Council returned to the Council Chambers at 6:02 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

CALL GENERAL SESSION TO ORDER

Mayor Gayaldo called the meeting to order at 6:02 p.m.

PLEDGE OF ALLEGIANCE

Mayor Gayaldo led the pledge of allegiance.

ROLL CALL

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

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

Ms. Cheryl Halston addressed the City Council requesting creation of a Senior Commission.

Ms. Kristin Shaeffer addressed the City Council expressing concern about overnight parking by semitrucks along Dominguez Road.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Vice Mayor Bass reported attendance at the Placer County Local Agency Formation Commission (LAFCO) meeting.

Council Member Halldin reported attendance at the Placer County Economic Development Board meeting; shared that Western Placer Waste Management Authority had acquired new sorting equipment; commended the Rocklin Firefighters Association for a successful Annual Easter Egg Hunt which had a large turnout; and reported attendance at the Sacramento Area Council of Governments meeting.

Mayor Gayaldo reported attendance at Placer County Association of Realtors meeting; shared that she attended the Annual Easter Egg Hunt noting the event had expanded this year; reported attendance at the Placer Mosquito and Vector Control District meeting and cautioned the public about Hantavirus.

City Manager Zimmermann announced that the ribbon cutting for the Bike Pump Track was taking place on April 23, 2025 at Whitney Park; there were two events on Saturday April 26, 2025 including Medication Take-Back Day and the Civic Celebration at Johnson-Springview Park.

CONSENT CALENDAR

Council Member Broadway requested to pull Consent Item No. C5 from the Consent Calendar.

C1. Proclamation Declaring April 20-26, 2025 as National Volunteer Week
Action: Approved a Proclamation Declaring April 20-26, 2025 as National Volunteer Week, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.

C2. Proclamation Declaring May 4-10, 2025 as Public Service Recognition Week
Action: Approved a Proclamation Declaring May 4-10, 2025 as Public Service Recognition Week, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. Confidential Salary Schedule Update
Action: Adopted Resolution 2025-070 of the City Council of the City of Rocklin to Approve a Revised Confidential Unit Salary Schedule.

C4. Northwest Rocklin Community Parks Master Plan - Contract Award
Action: Adopted Resolution 2025-071 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract with Melton Design Group for the Creation of the Northwest Rocklin Community Parks Master Plan.

C5. Aquatic Complex License Agreement with Rocklin Swim Team – Pulled for Discussion
Action: Adopted Resolution 2025-072 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the Aquatic Complex License Agreement with the Rocklin Swim Team.

C6. Bluffs Subdivision ADA Ramps Phase 2 Bid Award
Action: Adopted Resolution 2025-073 of the City Council of the City of Rocklin Awarding the Contract for the Bluffs Subdivision ADA Ramps Phase 2 to Hyatt Contracting, Inc., and Authorizing the City Manager to Execute an Agreement with Hyatt Contracting, Inc.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C4, and C6 by Council Member Broadway and seconded by Vice Mayor Bass. Passed by the following vote:

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

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

Council Member Broadway requested to pull Consent Item No. C5 for discussion.

C5. Aquatic Complex License Agreement with Rocklin Swim Team
Action: Adopted Resolution 2025-072 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the Aquatic Complex License Agreement with the Rocklin Swim Team.

Parks and Recreation Director Veronica Tracy presented the item to City Council.

City Council comments and discussion followed.

PUBLIC COMMENT

Mr. Ken Thompson addressed the City Council sharing that his wife was experienced with aquatic programs.

Motion to approve Consent Calendar Item No. C5 by Council Member Halldin with an amendment to the contract to offer Open Swim five days a week, four hours a day, and no charges to Rocklin residents during the Open Swim period; seconded by Vice Mayor Bass. Passed by the following vote:

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

PRESENTATIONS

P1. 2025 Ruhkala Community Service Award Presentation
Mayor Gayaldo introduced Community Recognition Commission Vice Chair Michele Vass who presented to the City Council, and along with Councilmembers, recognized the following honorees:

Rula Khatib - Individual Award
Debra Leonard - Individual Award
Maddie McCright, Youth Award
Finley Phelps - Youth Award
Kent & Anne Dazey - Pioneer Award
Kathy Magnuson - Pioneer Award

P2. Proclamation Declaring April 20-26, 2025 as National Volunteer Week

Mayor Gayaldo read the proclamation and presented it to the Police and Fire volunteers and the Trail Keepers.

P3. Proclamation Declaring May 4-10, 2025 as Public Service Recognition Week

Mayor Gayaldo read the proclamation and recognized those who work in the public sector.

The City Council took a recess at 7:32 p.m. and returned from its recess at 7:42 p.m.

PUBLIC HEARINGS

PH1. Federal Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) 2025-2029 Five-Year Consolidated Plan, 2025-2026 One-Year Action Plan, and Amendment to the Citizen Participation Plan
Action: Conducted a Public Hearing and Considered the Following Action: Adopted Resolution 2025-074 of the City Council of the City of Rocklin Approving the Adoption of the 2025-2029 Consolidated Plan, the 2025-2026 One-Year Action Plan, and an Amendment to the Citizen Participation Plan and Authorizing the City Manager to Execute and File All Documents Required to Receive U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Funding.

Mayor Gayaldo opened the public hearing for Item PH1.

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

PUBLIC COMMENT

Ms. Louise Arquilla with Stand Up Placer addressed the City Council and thanked the City for the funding recommendation.

Mayor Gayaldo closed the public hearing for item PH1.

Motion to approve Public Hearing Item No. PH1 by Councilmember Broadway seconded by Councilmember Halldin. Passed by the following vote:

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

PH2. South Grove Street Apartments / Design Review, DR2024-0002 and Environmental, ENV2024-0008

Mayor Gayaldo opened the public hearing for Item PH2.

Senior Planner Bennett Smithhart presented the item to City Council.

City Council comments and discussion followed. Project applicant Akashdeep Grewal and Architect Mary Waltering, along with City staff addressed questions.

PUBLIC COMMENT

The following members of the public addressed the City Council expressing concern about the proposed project:

Ms. Lisa Byrnes
Ms. Crystal Devoreux
Ms. Bonnie Ruhkala Neumann
Ms. Karin Bakotich
Mr. Fred Fletcher
Ms. RoyceAnn Ruhkala Burks
Mr. Trent Carter
Mr. Paul Ruhkala
Mr. Craig Miller
Mr. Casey Fairchild

Mayor Gayaldo closed the public hearing for item PH2.

City staff members including Senior Planner Smithhart, City Manager Zimmermann, City Attorney McOmber, and Community Development Director Mohlenbrok, and the

project architect responded to additional questions.

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

A. Adopted Resolution 2025-075 of the City Council of the City of Rocklin Approving a Notice of Exemption (South Grove Street Apartments / ENV2024-0008).

Motion to approve Public Hearing Item No. PH2.A. by Councilmember Broadway seconded by Councilmember Janda. Passed by the following vote:

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

B. Adopted Resolution 2025-076 of the City of Rocklin Approving a Design Review (South Grove Street Apartments / DR2024-0002).

Motion to approve Public Hearing Item No. PH2.B. by Councilmember Broadway with conditions that the applicant move forward with the three recommendations identified in the Traffic Memo intersection evaluation, and the additional landscape on South Grove Street; seconded by Councilmember Janda. Passed by the following vote:

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

PH3. Abatement of Public Nuisance (Weed Abatement) in Various Locations in the City of Rocklin

Action: Conducted a Public Hearing and Considered the Following Action: Adopted Resolution 2025-077 of the City of Rocklin Ordering Abatement of a Public Nuisance in Various Properties in the City of Rocklin (Weed Abatement).

Mayor Gayaldo opened the public hearing for Item PH3.

Public Services Manager Rick Lawrence presented the item to City Council.

City Clerk Avinta Singh announced that one objection was received from the following property owner: 1857 East Main Street LLC (APN 364-090-024-000).

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH3.

Motion to approve Public Hearing Item No. PH3. allowing an objection for APN 364-090-024-000 by Councilmember Broadway seconded by Councilmember Janda. Passed by the following vote:

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

PH4. Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Approval of the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Benefit of Pacific Street Housing Associates Four, L.P.
Action: Conducted a Public Hearing and Considered the Following Action: Adopted Resolution 2025-078 of the City Council of the City of Rocklin Approving a Plan of Finance including the Issuance of Revenue Bonds by the California Municipal Finance Authority to Finance and Refinance a Qualified Residential Rental Project for the Benefit of Pacific Street Housing Associates Four, L.P., and Certain Other Matters Relating Thereto.

Mayor Gayaldo opened the public hearing for Item PH4.

Management Analyst Megan Bressem presented the item to City Council.

City Council comments and discussion followed. City Manager Zimmermann addressed questions.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH4.

Motion to approve Public Hearing Item No. PH4. by Councilmember Broadway seconded by Councilmember Janda. Passed by the following vote:

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

DISCUSSION ITEMS

D1. Public Works Report and Operational Outlook
Action: Received a Report from the Public Works Department About the Status of City Infrastructure and an Operational Outlook.

City Manager Zimmermann shared that Public Works Director Justin Nartker had been awarded Public Works Manager of the Year by the American Public Works Association Sacramento Chapter.

Public Works Director Justin Nartker and Administrative Services Deputy Director Daniel Choe, presented the item to the City Council.

City Council comments and discussion followed. Public Works Director Nartker and City Manager Zimmermann responded to Councilmember questions. The City Council commended the Public Works Department for the wonderful work, spoke favorably of the Access Rocklin application and quick response by staff.

PUBLIC COMMENT

Mr. Benjamin Bjorkman addressed the City Council offering comments on the managed grazing program.

FUTURE AGENDA ITEMS

There were none.

Members of the City Council left the Council Chambers and reconvened Closed Session at 10:32 p.m.

CLOSED SESSION

CS3. Pursuant to Government Code Section 54956.95, Liability Claim. Claimant: Chad Vert. Agency Claimed Against: City of Rocklin

CS4. Pursuant to Government Code Section 54956.9(d)(4), Conference with Legal Counsel, Anticipated Litigation: the City Council is Meeting to Consider Whether to Initiate Litigation in One Case.

Members of the City Council returned to the Council Chambers at 11:02 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 11:02 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of April 22, 2025 as approved by the Rocklin City Council.

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Declaring May 11-17, 2025 as National Police Week and May 15 as Peace Officers Memorial Day

Date: May 13, 2025

Submitted By: Rustin Banks, Chief of Police

Department: Police

Recommendation:
Approve a Proclamation Declaring May 11-17, 2025 as National Police Week and May 15 as Peace Officers Memorial Day, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. National Police Week and Peace Officers Memorial Day Proclamation

Proclamation

Issued by City Council

National Police Week - May 11 – 17, 2025
Peace Officers Memorial Day – May 15, 2025

***WHEREAS**, National Police Week was established in 1962 by President John F. Kennedy along with a joint resolution of Congress to pay special tribute to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and*

***WHEREAS**, more than 800,000 law enforcement officers serving in communities across the United States, including the loyal 67 sworn members of the Rocklin Police Department who work devotedly and selflessly on behalf of the citizens of the City of Rocklin regardless of the peril or hazard to themselves; and*

***WHEREAS**, since the first recorded death in 1786, over 24,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including Marshal Sam Renaldi, February 19, 1914, and Officer Matt Redding, October 9, 2005, of the City of Rocklin Police Department; and*

***WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial, which was dedicated in 1991 in Washington, D.C.; and*

***WHEREAS**, 345 new names of fallen heroes were added to the National Law Enforcement Officers Memorial this Spring, including 148 officers killed in 2024 and 197 officers who died in previous years whose stories of sacrifice had been lost to history until now; and*

***WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored, and the names of the officers newly engraved on the Memorial will be formally dedicated, during the National Law Enforcement Officers Memorial Fund's 37th Annual Candlelight Vigil which will be held on the evening of May 13, 2025; and*

***WHEREAS**, May 15, 2025 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.*

***NOW, THEREFORE, BE IT RESOLVED**, that the Rocklin City Council hereby proclaims the week of May 11-17, 2025 as National Police Week 2025 in the City of Rocklin and publicly salute the service of law enforcement officers in our community and in communities across the nation.*

***NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Rocklin, does hereby proclaim the week of May 11-17, 2025 as National Police Week 2025 in the City of Rocklin and publicly salute the service of law enforcement officers in our community and in communities across the nation.*

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Declaring May 18-24, 2025, as National Public Works Week

Date: May 13, 2025

Submitted By: Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Approve a Proclamation Declaring May 18-24, 2025, as National Public Works Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. National Public Works Week Proclamation

Proclamation

Issued by City Council

Proclamation for Public Works Week

WHEREAS, *the week of May 18 through May 24, 2025, has been designated as National Public Works Week to celebrate public works professionals who focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of City of Rocklin; and*

WHEREAS, *these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are trades workers, maintenance professionals, engineers, managers, and employees at all levels of our city government, who are responsible for rebuilding, improving, and protecting our city's traffic and transportation assets, open space, drainage, roadway and median landscaping, fleet operations and assets, public buildings, and other structures and facilities essential for our residents; and,*

WHEREAS, *it is in the public interest for the citizens, civic leaders and our residents in the City of Rocklin to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in our nation, state, and community; and,*

WHEREAS*, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association.*

NOW, THEREFORE, BE IT RESOLVED, *that the Rocklin City Council hereby proclaims the observance of National Public Works Week, May 18 through May 24, 2025, and encourages all residents to join with representatives of the American Public Works Association, federal, state and city governments to pay tribute to our city's public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our public health, safety, and quality of life.*

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

_____

Jill Gayaldo, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Declaring the Month of May 2025 as Lyme Disease Awareness Month

Date: May 13, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve a Proclamation Declaring the Month of May 2025 as Lyme Disease Awareness Month, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. Lyme Disease Awareness Month Proclamation

Proclamation

Issued by City Council

Lyme Disease Awareness Month
May 2025

WHEREAS, *Lyme disease is an often-misunderstood illness that can cause serious health problems if it is not caught early and properly treated; and*

WHEREAS, *Lyme disease is a bacterial infection caused by the spirochete Borrelia burgdorferi and is primarily transmitted by the bite of an infected tick. The disease was first identified in North America in the 1970s in Lyme, Connecticut, for which it was named, and since that time, the disease has since been found in all 50 statesin the United States. The reach of Lyme disease is global, having been reported in more than 60 countries on six continents and several islands; and*

WHEREAS*, Lyme disease is a complex, multisystem illness. Early signs of infection may include rash and flu-like symptoms, including fever, muscle aches, headaches, and fatigue. Usually, the disease responds well to prompt treatment with appropriate antibiotics. If untreated or inadequately treated, however, Lyme disease can invade multiple organs of the body, including the brain and nervous system. In those instances, patients can become increasingly disabled over time, suffering crippling muscle and joint pain, neurological impairment, psychological disorders, and a host of other symptoms that can lead to financial hardship, job loss, broken families, increased numbers of people on disability or welfare, and even death; and*

WHEREAS, *Since there is no reliable form of testing that can accurately pinpoint Lyme disease, getting a proper diagnosis and prompt treatment is often extremely difficult; and*

WHEREAS, *Patients with Lyme disease are frequently misdiagnosed with chronic fatigue syndrome, fibromyalgia, multiple sclerosis, and various psychiatric illnesses, including depression. Misdiagnosis of these other diseases often delays the correct diagnosis and treatment, while the underlying infection progresses; and*

WHEREAS, *Lyme disease affects people of all ages but is most common in children and older adults, and in people who spend time outdoors in wooded, grassy areas, including park rangers and firefighters; and*

WHEREAS, *according to the Centers for Disease Control and Prevention (CDC) statistics, an average of 467,000 new cases of Lyme disease are reported in the United States each year. This total is about 2 times the number of women diagnosed with breast cancer and six times the number of new HIV/AIDS cases per year. Upto 40 percent of Lyme disease cases result in long-term health problems, suggesting approximately 132,000 patients annually; and*

WHEREAS, *Ticks have three life stages: larval, nymphal, and adult. Both nymphs and adults can transmit diseases to humans. Ticks attach themselves to host animals such as deer, rodents, and birds, and as the host animals migrate to new areas, so do the ticks. Most people who contract Lyme disease get it from the bite of a nymphal tick and because nymphs are as small as poppy seeds and their bite is painless, many people do not notice or remove them. The longer a tick is attached to the body, the more likely it will transmit whatever diseases it carries; and*

WHEREAS, *In California, the Lyme disease bacterium is transmitted by the western blacklegged tick (Ixodes pacificus). Ticks are active year-round, especially when itis wet. Thus, this tick is most common in the coastal regions and along the western slope of the Sierra Nevada range, but has been found in 56 of California's 58 counties; and*

WHEREAS, *In some areas of California, Lyme disease infection rates of nymphal ticks have been found to be as high as 42 percent. Thus, the infection rate in certain regions of California is among the highest in the entire United States. However, since some areas of the state have not been tested for tick infection, the true scope of the problem is not known; and*

WHEREAS, *Although Lyme disease is the most common vector borne infection inthe United States, the ticks that spread Lyme disease can also spread other diseases at the same time. Among these coinfections are diseases such as babesiosis, anaplasmosis, and ehrlichiosis. The presence of coinfections can complicate the treatment of Lyme disease; and*

WHEREAS, *Recently, three new borrelial species belonging to the Lyme disease spirochetal complex have been described, thus increasing the number of these bacteria known to occur in California to five and making California the locus of more distinct borrelia species than any other geographical region in the United States; and*

NOW, THEREFORE, BE IT RESOLVED *that the City Council of the City of Rocklin, does hereby proclaim May 2025 as Lyme Disease Awareness Month and urge all Rocklin residents to take appropriate precautions to prevent Lyme disease by protecting yourself from ticks; checking yourself, your children and pets for ticks; removing ticks properly as soon as they are found and by recording the date and location of the tick bite and watching for symptoms.*

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

_____

Jill Gayaldo, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: California Statewide Communities Development Authority (CSCDA) Open Property Assessed Clean Energy (PACE) Program

Date: May 13, 2025

Submitted By: Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Consenting to the Inclusion of Properties Within the Territory of the City in the CSCDA Open PACE Programs; Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the City; and Authorizing Related Actions.

Background:
State law authorizes contract assessment districts in charter and general law counties to provide financing for renewable energy, energy efficiency, and water conservation (among other measures with a communal sustainability or resiliency benefit) improvements to qualified property owners. A property owner voluntarily enters into a contractual agreement with one of the Joint Power Authority (JPA) assessment districts in which they reside to access financing by securing a lien on their property and repay it as a special tax or assessment on their property tax bill. This financing mechanism is referred to as Property Assessed Clean Energy (PACE).

In order to provide Rocklin property owners with a variety of trusted PACE finance options, the Council is asked to consider admitting licensed PACE providers by adopting a resolution approving CSCDA Open PACE Program to operate in the City. The City of Rocklin is a member of CSCDA, and has been 1999 (City Resolution No. 99-41; February 6).

PACE financing can be set up and administered under AB 811 (2008) which allows qualifying upgrades to be financed through an assessment district. Additional legislation expanded projects eligible for financing to include water efficiency improvements, electric vehicle charging stations, seismic improvements, and wildfire resiliency. Additional laws that have expanded the original legislation and provide for additional consumer protections are summarized in Attachment 2.

PACE offers an alternative to traditional means of financing property improvements such as paying cash, taking a home equity line of credit (HELOC), or using credit cards. PACE

financing eligibility is primarily based on property equity and ability to pay, rather than the credit worthiness of the applicant. PACE financing has fixed term interest rates with terms generally longer than those of other private and/or unsecured loans, but equal to the average useful life of the improvement being undertaken. Some other advantages of PACE financing include 100% financing for eligible improvements, and the reliability of pre-approved, vetted, trained and strictly monitored contractors. Participation in PACE financing is voluntary.

Because the capital for PACE financing is from private sources and the transactions are between program administrators and building owners, the City will incur no cost or risk associated with program activities. The City is not required or expected to provide administrative support or marketing for the programs, which are conducted by the program administrators. However, many jurisdictions throughout the state have found that partnering in outreach and marketing can enhance the efficacy of the program. The City is not obliged to repay bonds issued by the JPA or assessments levied on the participating properties.

Enabling the City of Rocklin's PACE availability by approving licensed program administrators will create a competitive marketplace that provides a variety of financing options with more favorable terms to home and business owners. Doing so may also incentivize more property owners to undertake improvements, resulting in the creation of more renewable energy and local jobs, reduction in energy use, greenhouse gas emissions and water consumption, among other improvement categories.

PACE in Placer County

Placer County created its own PACE Program, MPower, in 2015. In December 2020 the Board of Supervisors voted to end the exclusivity of MPower and authorized other PACE providers including those within the CSCDA Open PACE Program to operate within the unincorporated territory. MPower was closed to new applications in 2021 leaving residents of the incorporated cities and the City of Rocklin with no PACE options.

The Placer County Association of Realtors (PCAR) worked closely with the County of Placer to establish the now defunct MPower program. PCAR's goal was to establish protections for PACE consumers and real estate buyers and sellers that were not previously required by PACE legislation. Since that time, additional legislation noted in this report has addressed the concerns of PCAR so that PACE programs in general are more transparent, provide necessary consumer protections to ensure PACE consumers are more educated and real estate buyers and sellers are aware of PACE's impact. Staff has met with PCAR, reviewed PCAR's concerns and found that these are addressed by the CSCDA Open PACE program and relevant legislation governing PACE.

In October 2022 the City Council of Roseville voted unanimously to approve CSCDA Open PACE to operate within the territory of that City. In late 2023, the County extended their commitment to ensure property owners in the unincorporated areas have equitable access to these improvements. In June 2024, the City of Auburn also voted unanimously to approve CSCDA Open PACE.

California Statewide Communities Development Authority (CSCDA) Open PACE

CSCDA Open PACE is an umbrella initiative including three DFPI licensed residential PACE providers: PACE Funding Group (dba Home Run Financing), FortiFi Financial, and Renew Financial; and several commercial PACE providers. Launched in 2015 it is sponsored by the California Statewide Communities Development Authority (CSCDA). CSCDA Open PACE's

goal is to create a platform to vet and pre-qualify PACE administrators so that local governments only need to pass a single resolution to authorize multiple providers including specialist residential or commercial PACE providers.

Fiscal Impact:
Adoption of the Resolution and actions contained herein will not result in any costs to the City. All costs of marketing, financial, and program administration are borne by CSCDA as the program administrator and are covered with private capital.

ATTACHMENTS:
1. Resolution
2. Summary of California PACE Laws

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Rocklin (the "City"); and

WHEREAS, Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") authorizes the Authority to establish voluntary contractual assessment programs to finance or refinance renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments within counties and cities throughout the State of California that consent to the participation of properties within their respective territories and the issuance of bonds from time to time; and

WHEREAS, for the purpose of providing financing and refinancing for the Improvements, the Authority has established two CSCDA Open PACE Programs (the "Programs"): (i) the CaliforniaFIRST Program and (ii) the CSCDA Open PACE Program; and

WHEREAS, the Authority has designated multiple third-party program administrators to administer the Programs; the current program administrators are the Counterpointe Energy Solutions II (CA) LLC, PACE Funding Group LLC dba Home Run Financing, Renew Financial Group LLC, Fortifi, Nuveen Green Capital, White Oak Advisors, Stonehill PACE, LLC, Lord Cap PACE, Green PACE Capital, PACE Loan Group and Petros PACE Finance, Castle Green Finance, Bayview PACE, Green Rock Healthcare Capital, Citizens Business Bank and the Authority will notify the City of any additions or changes; and

WHEREAS, the Authority may also administer certain projects itself, working directly with third-party capital providers; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible to conduct or for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

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

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Program within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible to conduct or for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The City Manager or designee is hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The Assistant City Manager, together with any other staff persons chosen by the City Manager, are hereby designated as the contact persons for the Authority in connection with the Programs.

Section 4. The City Manager or designee is hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

PASSED AND ADOPTED this 13th day of May, 2025 by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

PROPERTY ASSESSED CLEAN ENERGY – CALIFORNIA LEGISLATION

Original Law

AB 811 (2008) established PACE programs in California by expanding existing assessment district law. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote water conservation, renewable energy generation, energy efficiency, electric vehicle charging infrastructure and seismic strengthening.

Additional Laws

AB 2693 (2016) enhanced disclosures to homeowners participating in PACE programs and guarantees the right to cancel PACE financing within three business days of execution. AB 2693 also prohibits marketing promises of monetary or percentage representations of increased value to a property owner regarding the effect the financed improvements will have on the market value of the property unless the market value is estimate using one of specified methods.

SB 242 (2017) requires a recorded telephone call to residential consumers to confirm key terms of the agreement. This call and contractual documents must be available in one of five enumerated non-English languages as necessary. SB 242 also prohibits kickbacks to contractors for steering consumers into a particular program and any misrepresentation as to tax deductibility of a PACE assessment contract. PACE providers are prevented from disclosing to contractors the amount of funds the property is eligible for under a PACE assessment under this law.

AB 1284 (2017) establishes state oversight for the California's PACE program (through the regulator – Department of Financial Protection and Innovation – DFPI) and requires PACE administrators that are not local governments to obtain a license under California Financing Law. They are also held accountable for screening, training, and monitoring the contractors and sales reps enrolled in their programs. Lastly, PACE providers have to determine a consumer's ability to repay, including income verification, before entering into a PACE assessment.

SB 465 (2018) allows for fire resiliency measures to be financed under enabling PACE legislation.

AB 1551 (2020) prohibits penalties for early prepayment, prohibits PACE financing with reverse mortgages, requires financing documents to be provided to the homeowner as a printed copy unless the homeowner opts out

AB 2471 (2020) extends the right to cancel on all home improvement contracts including PACE for persons 65 years and older from three to five days

AB 790 (2021) extends laws regulating unfair methods of competition and unfair or deceptive acts or practices with regard to the home solicitation of senior citizens for home improvements funded by PACE

DFPI regulations (2021) further regulated the PACE Administrator license and application process, advertising standards and standardized disclosures, complaints processes and procedures, dishonest dealings and misleading statements, and PACE enrollment standards and processes.

PACENation Consumer Protection Policies (2021). The PACE national trade association adopted a set of consumer protection policies which included further protections for protected classes (elderly and low income), a standardized residential PACE guide for applicants, and enhanced communications to existing PACE consumers.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Exempt Surplus Declaration - Front Street, Rocklin, California (APN 010-191-069-000)

Date: May 13, 2025

Submitted By: Elizabeth Sorg, Assistant to the City Manager
Aly Zimmermann, City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Declaring that the Portion of the Real Property Located along Front Street, Rocklin, California (APN 010-191-069-000) that is Not a Part of the Front Street Right-Of-Way 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 Action.

Background:

On November 27, 2012, the Rocklin City Council approved the use of Public Transportation Modernization, Improvement and Service Enhancement Account funding to create a “Quiet Zone” along Front Street so passing trains would not be required to sound their horn at the railroad crossings. Part of these enhancements included installing a concrete median along Farron Street in front of the railroad crossing. To enable a left turn off of Front Street onto Farron, the City purchased the right of way on Front Street to move the street to the west to accommodate left turns. Since Front Street has been moved and the project is completed, there is no need for the City to keep the excess right of way on Front Street.

The attached Resolution the portion of the real property located along the north side of Front Street, between Farron and “C” Streets (APN 010-191-069-000) that is not a part of the Front Street right-of-way (the Property), consisting of approximately two (2) acres, as depicted on the Assessor’s parcel map and aerial view map, which are included as Exhibits A and B to the attached Resolution. The Property is an elongated-oblong shaped parcel that narrows from southwest to northeast. Due to its shape, it is unsuitable for development on a stand-alone basis, but could be useful to the owners of the immediately adjacent parcels to expand their front yard areas.

Consistent with California Government Code (GC) §§ 54221 (f) (1) (E) and 54222.3 and §§ 103 (c) (6) and 400 (e) of the California Department of Housing and Community Development

(the HCD) Updated Surplus Land Act Guidelines dated August 1, 2024 (the Updated HCD Guidelines), the Property is exempt surplus land with respect to the California Surplus Land Act (the SLA), because it is a former street, right of way or easement, and is to be conveyed to an adjacent property owner.

Pursuant to §§ 103 (c) (6) and 400 (e) of the Updated HCD Guidelines, any determination by a local agency that its surplus lands are exempt from the SLA must provide HCD with a copy of the resolution (or other documentation recording a formal action by the governing body), at least 30 days prior to disposition, declaring the property exempt surplus land together with written findings and evidence supporting such declaration.

In this instance, the Property abuts four (4) parcels of land (the Adjacent Parcels). All of the fee owners of the Adjacent Parcels (i.e., Front Street, LLC, 5476 Front Street [APN 010-210-002-000], Sandra M. Keller, 5450 Front Street [APN 010-210-020-000], and Steven Rank, 5420 Front Street [APNs 010-210-013-000 and 010-210-018-000]) have confirmed in writing that they are interested in acquiring from the City the portion of the Property that abuts their Adjacent Parcels.

Approval of the Resolution will confirm the City Council's declaration that the Property is exempt surplus land consistent with GC §§ 54221 (f) (1) (E) and 54222.3 and §§ 103 (c) (6) and 400 (e) of the Updated HCD Guidelines. Subsequent to the approval of the Resolution, staff will submit a copy of it to HCD pursuant to §§ 103 (c) (6) and 400 (e) of the Updated HCD Guidelines.

Once HCD concurs with the City's determination that the exemption applies, City staff will cause the creation of legal descriptions of the portions of the Property to be sold, obtain an appraisal for the component portions of the Property, the preparation of appropriate purchase and sale agreements, present the purchase and sale agreements to the City Council for approval and thereafter cause the transfer of the component portions of the Property to the owners of the Adjacent Parcels without any further SLA conditions.

Environmental Analysis:
The attached Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (CEQA). The City Council declaration that a parcel is exempt surplus land is in compliance with a statutory requirement and is not part of a project that has been identified, designed or funded. No physical change in the environment would occur. The action is an administrative activity that would not result in direct or indirect physical changes in the environment and is not a project as defined in CEQA. (CEQA Guidelines sections 15378(b)(2), 15060(c)(3)). If and when the Property is sold to a purchaser and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

Fiscal Impact:
There is no financial impact associated with the declaration of exempt surplus land. Any future negotiations regarding the sale, lease or disposal of the property will be considered at a future date.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN, CALIFORNIA DECLARING THAT THE PORTION OF THE REAL PROPERTY LOCATED ALONG FRONT STREET, ROCKLIN, CALIFORNIA (APN 010-191-069-000) THAT IS NOT A PART OF THE FRONT STREET RIGHT-OF-WAY 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 ACTION

WHEREAS, this Resolution concerns the portion of the real property located along the north side of Front Street, between Farron and "C" Streets, Rocklin, California (APN 010-191-069-000) that is not a part of the Front Street right-of-way (the "Property"), consisting of approximately two (2) acres, as depicted in whole on the Assessor's parcel map and aerial view map, which are included as Exhibits "A" and "B" to this Resolution; and

WHEREAS, the Property is a remnant of the recently completed Front Street improvement project, is an elongated-oblong shaped parcel that narrows from southwest to northeast that due to its shape is unsuitable for development on a stand-alone basis, but could be useful to the owners of the immediately adjacent parcels to expand their front yard areas; and

WHEREAS, consistent with California Government Code ("GC") §§ 54221 (f) (1) (E) and 54222.3 and §§ 103 (c) (6) and 400 (e) of the California Department of Housing and Community Development (the "HCD") Updated Surplus Land Act Guidelines dated August 1, 2024 (the "Updated HCD Guidelines"), the Property is exempt surplus land with respect to the California Surplus Land Act (the "SLA"), because it is a former street, right of way or easement, and is to be conveyed to an adjacent property owner; and

WHEREAS, pursuant to §§ 103 (c) (6) and 400 (e) of the Updated HCD Guidelines, any determination by a local agency that its surplus lands are exempt from the SLA must provide HCD with a copy of the resolution (or other documentation recording a formal action by the governing body), at least 30 days prior to disposition, declaring the property exempt surplus land together with written findings and evidence supporting such declaration; and

WHEREAS, in this instance, the Property abuts four (4) parcels of land (the "Adjacent Parcels") wherein all of the fee owners of the Adjacent Parcels (i.e., Front Street, LLC, 5476 Front Street [APN 010-210-002-000], Sandra M. Keller, 5450 Front Street [APN 010-210-020-000], and Steven Rank, 5420 Front Street [APNs 010-210-013-000 and 010-210-018-000]) have confirmed in writing that they are interested in acquiring from the City the portion of the Property that abuts their Adjacent Parcels; and

WHEREAS, approval of this Resolution will confirm the City Council's declaration that the Property is exempt surplus land consistent with GC §§ 54221 (f) (1) (E) and 54222.3 and §§ 103 (c) (6) and 400 (e) of the Updated HCD Guidelines; and

WHEREAS, subsequent to the approval of this Resolution, staff will submit a copy of it to HCD pursuant to §§ 103 (c) (6) and 400 (e) of the Updated HCD Guidelines; and

WHEREAS, once HCD concurs with the City determination that the exemption applies, City staff will cause the creation of legal descriptions of the portions of the Property to be sold, obtain an appraisal for the component portions of the Property, the preparation of appropriate purchase and sale agreements, present the purchase and sale agreements to the City Council for approval and thereafter cause the transfer of the component portions of the Property to the owners of the Adjacent Parcels without any further SLA conditions; and

WHEREAS, this Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act. (Public Resources Code § 21000 *et seq.*) The City Council declaration that a parcel is exempt surplus land is in compliance with a statutory requirement and is not part of a project that has been identified, designed or funded. No physical change in the environment would occur. The action is an administrative activity that would not result in direct or indirect physical changes in the environment and is not a project as defined in CEQA. (CEQA Guidelines sections 15378(b)(2), 15060(c)(3)). If and when the Property is sold to a purchaser and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

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

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

Section 2. The City Council hereby declares that the Property is exempt surplus land consistent with GC §§ 54221 (f) (1) (E) and 54222.3 and consistent with §§ 103 (c) (6) and 400 (e) of the Updated HCD Guidelines.

Section 3. The City Manager, or designee, is authorized to submit an adopted copy of this Resolution to HCD pursuant to §§ 103 (c) (6) and 400 (e) of the Updated Guidelines.

Section 4. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*) (the "CEQA"). The City Council declaration that a parcel is exempt surplus land is in

compliance with a statutory requirement and is not part of a project that has been identified, designed or funded. No physical change in the environment would occur. The action is an administrative activity that would not result in direct or indirect physical changes in the environment and is not a project as defined in CEQA. (CEQA Guidelines sections 15378(b)(2), 15060(c)(3)). If and when the Property is sold to a purchaser and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

Section 5. The City Clerk is directed to file a Notice of Exemption pursuant to CEQA Guidelines § 15062.

Section 6. The officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

Section 7. This Resolution shall take effect upon the date of its adoption.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

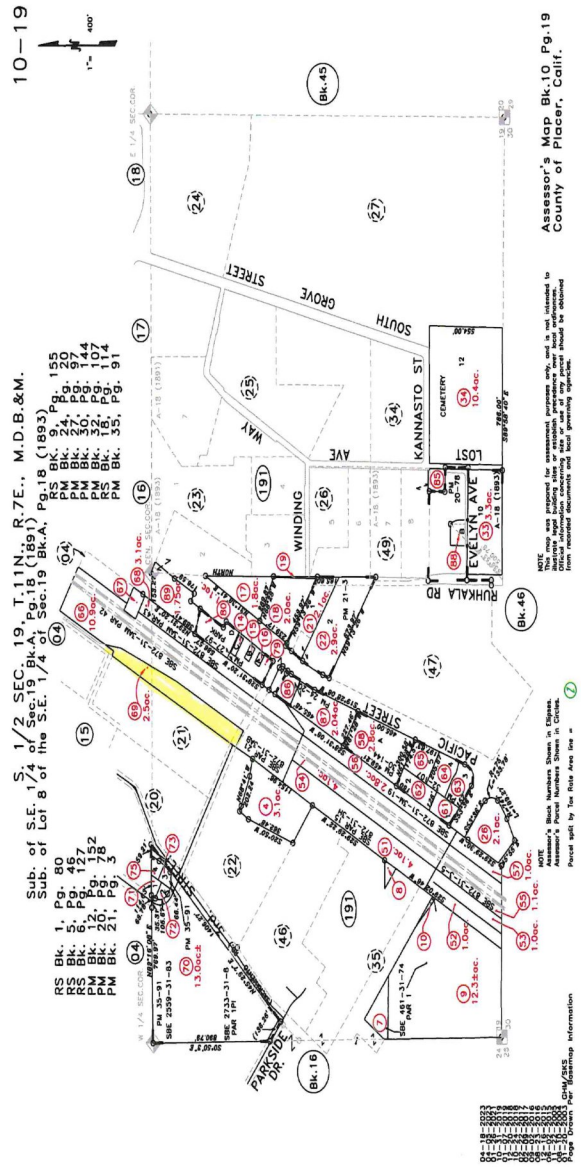
_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT “A”

ASSESSOR’S PARCEL MAP
OF THE REAL PROPERTY LOCATED ALONG THE
NORTH SIDE OF FRONT STREET, BETWEEN FARRON AND “C” STREETS, ROCKLIN, CALIFORNIA
(APN 010-191-069-000)
(Highlighted in Yellow)



AERIAL VIEW MAP

OF THE REAL PROPERTY LOCATED ALONG THE
NORTH SIDE OF FRONT STREET, BETWEEN FARRON AND "C" STREETS, ROCKLIN, CALIFORNIA
(APN 010-191-069-000)



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fire Station Design Services Agreement - First Amendment

Date: May 13, 2025

Submitted By: Elizabeth Sorg, Assistant to the City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the First Amendment to the Agreement Between the City of Rocklin and COAR Design Group for the Architectural and Engineering Designs for the Fourth Fire Station and Training Site.

Background:

At the December 12, 2023 City Council Meeting, the City Council approved a contract with COAR Design Group (COAR) for the architectural and engineer design services for the construction of a fourth fire station in the City (Resolution No. 2023-224). Since then, staff and COAR have been working together to finalize the design for the station to move the project toward a shovel ready status. As part of this process, staff have been evaluating both current and future needs of the Fire Department to ensure that this new station meets long term operations and training requirements.

Preparedness is critical to Fire operations. Staff train for a variety of scenarios to ensure their own safety while they conduct life saving operations. These efforts include breaking through doors and walls, maneuvering around furniture and appliances, rescuing people from buildings, and properly applying water to contain and extinguish fires. Fire crews may not experience these scenarios on a regular basis in live emergencies, so it is vital that they maintain their training to be ready to respond to any situation.

The Fire Department currently provides some training at fire station 24, located at 3401 Crest Drive. Training at this location is limited due to site constraints, limited props, and adjacency to residences. Rocklin lacks in house training facilities for a variety of building layouts including multistory apartment and hotel buildings that present unique challenges. As the city continues to grow, these types of buildings are becoming more common, including some that have already been entitled.

Staff recommends this amendment to the existing COAR contract to incorporate a training element at the new station site. The current design already includes a training room that can

hold up to 30 students, providing much needed space for instructional training. The site also presents a unique opportunity to add an exterior live training element, like a training tower on-site that will enhance the utility of the already included classroom training element and will bring Rocklin's training facilities more in line with industry standards.

The recommended amendment to the current contract incorporates the addition of an exterior training element into the design of the station. COAR will work with staff to identify the needed training elements and design a concept that aligns with the City's goals.

Fiscal Impact:
Funds in the amount of $4.5 million were set aside in the General Fund to support the new 4th Fire Station project, of which $2,378,500 has been appropriated to date for the design and the purchase of a fire truck. Staff recommends appropriating an additional $275,000 from the General Fund committed fund balance to support the contract amendment.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Amendment No. 1
3. Executed Agreement with COAR Design Group

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ROCKLIN AND COAR DESIGN GROUP FOR THE ARCHITECTURAL AND ENGINEERING DESIGNS FOR THE FOURTH FIRE STATION AND TRAINING SITE

WHEREAS, the City wishes to construct a fourth fire station in east Rocklin; and

WHEREAS, the City entered into an agreement with the Sierra Joint Community College District for the transfer of land at Sierra College Boulevard and Stadium way for the construction of a fire station; and

WHEREAS, on December 12, 2023 the City Council approved a contract with COAR Design Group for the architectural and engineering design of the fourth fire station (Resolution No. 2023-224); and

WHEREAS, the City of Rocklin staff have evaluated the training needs of the Fire Department and recommend including a training site at the fourth fire station; and

WHEREAS, the COAR Design Group is able to provide the design services to include a training element with the plans for the fourth fire station; and

WHEREAS, the City wishes to enter into the first amendment to the existing contract to include the training element into the final plans; and

WHEREAS, an additional appropriation of $275,000 from the General Fund committed fund balance, previously set aside by the City Council for the construction of the fourth fire station, is needed to support the first contract amendment.

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

Section 1. The City Council approves and authorizes the City Manager to execute the first amendment to the agreement with COAR Design Group in a form attached as Exhibit A.

Section 2. An appropriation of $275,000 from the General Fund (Fund 100) committed fund balance is hereby approved to support the first contract amendment for the Fourth Fire Station project (Project No. 50240).

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Docusign Envelope ID: 6452D05B-0494-4989-8436-FB35349A85C8

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ROCKLIN AND COAR DESIGN GROUP FOR FIRE STATION ARCHITECTURAL AND ENGINEERING SERVICES

This First Amendment is entered into between the City of Rocklin ("City") and COAR Design Group, a California Corporation ("Contractor").

RECITALS

WHEREAS, City and Contractor have previously entered into an agreement on January 4, 2024 to provide for fire station architectural and engineering services ("Original Agreement"); and

WHEREAS, City and Contractor desire to amend the Agreement to include a fire station training center design and increase the not to exceed amount by $275,000 accordingly ("First Amendment"); and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Exhibit A, Contractor Proposal/Scope of Work is renamed as Contractor Scope of Work.

II. The title ("RE" subject line) of the COAR Design Group document, dated November 15, 2023 and attached as Exhibit A, is hereby renamed as "RE: Architectural Services – Rocklin Fire Station 22" and the term "Proposal" is deemed removed and stricken from the header in Exhibit A and any other reference in the agreement that denotes the scope of work or any other express statement the Contractor's scope of work as a "proposal" is hereby deemed removed and stricken.

III. The single-sentence fourth paragraph of the COAR Design Group document, dated November 15, 2023 and attached as Exhibit A, which previously stated, "We are proposing to offer the following scope of services" is stricken and is hereby replaced with the following statement: "Contractor shall perform all of the following tasks, services, and work to City's reasonable satisfaction:"

IV. Notwithstanding any language in the agreement to the contrary, Contractor agrees that it shall perform all tasks, services, and work described in the agreement that is otherwise reasonably necessary to accomplish the purposes and objectives of the agreement, notwithstanding any statement or provision that is otherwise described in as proposed or a proposal.

V. Exhibit A is hereby amended to add the following tasks to provide for fire station training center design as of the effective date of this First Amendment as follows:

Docusign Envelope ID: 6452D05B-0494-4989-8436-FB35349A85C8

TASK 1A: PROJECT INITIATION-FIRE STATION TRAINING CENTER DESIGN

1. Meet with City Building and Planning Department to review all requirements including design review, environmental documentation and approval process.
2. Set up and facilitate tours of other Training Facility sites in the State if desired in conjunction with Fire Staff.
3. Meet with Fire Staff to review and discuss detailed Training Program goals for each of the prop elements.
4. Coordinate with City departments and other agencies.

TASK 2A: SCHEMATIC DESIGN PHASE-FIRE STATION TRAINING CENTER DESIGN

1. Develop Preliminary Site Plans and Building Floor Plans and massing studies for the fire training components.
2. Determine overall utility load requirements for the training components to ensure adequate capacity for the addition of all utility loads at the proposed point of connection.
3. Determine impacts to Site Utilities including lighting, electrical, gas (if needed for burn props), storm, sewer and water. Prepare Utility Plans that provides location and availability of all existing utilities and services to serve the site.
4. Present concept options to stakeholders for review and consideration/selection of final design option.
5. Make required submissions to City for Final Schematic review and approval. Drawings required for this submittal shall include:
    - Site Plan
    - Schematic Floor Plan
    - Preliminary Grading Plan
    - Preliminary Utility Plan
    - Schematic Building Elevations
6. Make required modifications to Schematic Design to obtain Schematic Design approval.
7. After obtaining approval of Schematic Design, we will proceed into Task 3, Design Development.

TASK 3A: DESIGN DEVELOPMENT PHASE-FIRE STATION TRAINING CENTER DESIGN

1. Develop performance plans and specifications for Fire Training Tower to be incorporated into Construction Documents. Final design of Fire Training Tower shall be a deferred approval item provided by the contractor. Tower Foundation design will be incorporated into the Construction Documents as part of the base scope of services.

Docusign Envelope ID: 6452D05B-0494-4989-8436-FB35349A85C8

2. Develop water recycling system plans for onsite Fire Hydrant/hose testing system.
3. Select pump equipment and coordinate design of pump house.
4. Refine design of Site Plan, Architectural Plans, and Engineering Plans.
5. Prepare updated design renderings and conduct Virtual Reality walk thru.
6. Develop structural system consistent with design concept.
7. Develop building mechanical, plumbing and electrical systems consistent with design concept.
8. Make required submittal to the City for Design Development Review.
9. After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Task 4, Construction Documents.
10. For the Design Development Phase, we have included monthly in person/virtual coordination meetings with selected staff and stakeholders.

TASK 4A: CONSTRUCTION DOCUMENTS (CD) PHASE-FIRE STATION TRAINING CENTER DESIGN

1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work for the added Training components, including required civil, architectural, structural, mechanical, plumbing and electrical. It is assumed for this proposal that the Training Components will be included as part of the Fire Station bid documents and issued out as a complete bid package. No separate bid package or alternate bid items are anticipated.
2. All other elements of our original proposal for services apply.

TASK 5A: CONSTRUCTION PHASE SERVICES-FIRE STATION TRAINING CENTER DESIGN

1. Provide all services necessary for Construction contract administration services. Added fees for Training specific components are included below.

ASSUMPTIONS & ADDITIONAL SERVICES-FIRE STATION TRAINING CENTER DESIGN

The following items are not included in the Basic Services and will be provided as additional services only after written authorization is provided by the City. Unless the Contractor provides a subsequent fixed fee proposal agreed to and accepted by City in writing, the additional City-approved work will be done on an hourly basis.

VI. Paragraph A of Section 2 of the Agreement (Compensation) is amended as of the effective date of this First Amendment to read as follows:

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

Docusign Envelope ID: 6452D05B-0494-4989-8436-FB35349A85C8

sum of $1,503,496 (one million, five hundred three thousand, four hundred ninety-six dollars)

VII. Exhibit C, Schedule of Fees is amended as of the effective date of this First Amendment to add up to an additional $275,000 for FIRE STATION TRAINING CENTER DESIGN services for Tasks 1A through 5A respectively as follows:

Task 1A: Project Initiation $15,000.00
Task 2A: Schematic Design Phase $55,000.00
Task 3A: Design Development $40,000.00
Task 4A: Construction Documents $140,000.00
Task 5A: Construction Administration Services $25,000.00

(TOTAL INCREASE AS SET FORTH IN THIS FIRST AMENDMENT DUE TO THE ADDITION OF THE FIRE STATION TRAINING CENTER DESIGN SERVICES EQUALS $ 275,000.00, which amount is included in the not-to-exceed total set forth in Section 2(A) of the Agreement.)

IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 6452D05B-0494-4989-8436-FB35349A85C8

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this First Amendment and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

Date: _____

By: _____
Aly Zimmermann, City Manager

APPROVED AS TO FORM:
MATTHEW McOMBER
CITY ATTORNEY

By: Signed by: Matthew McOmber 3496B8242C674E3... _____
Matthew McOmber, City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

COAR DESIGN GROUP

Date: 4/25/2025 | 4:17 AM PDT

By: Signed by: Jeff Katz 3A1AEF7001C1481... _____
Jeff Katz, President and Secretary
Tax I.D.#: 46-4449528

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

CONTRACT FOR SERVICES

THIS CONTRACT is made on 1/4/2024 | 11:42 AM PST, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and COAR Design Group "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 $1,228,496 (one million, two hundred twenty eight thousand, four hundred ninety six dollars).** 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;

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

(6) Amount of invoice, itemizing all authorized reimbursable expenses; and
(7) Total billed to date under agreement.

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

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

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

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 1, 2026 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.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

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

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

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

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

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

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

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.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

18. CONTRACTOR TO PROVIDE INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

1. ***Commercial General Liability (CGL)***: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

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

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

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

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

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

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

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

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

   ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

   iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

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

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

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

19. GENERAL/MISCELLANEOUS PROVISIONS:

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

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

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

D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

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 Office of the City Manager 3970 Rocklin Road Rocklin, CA 95677
	City of Rocklin Office of the City Attorney 3970 Rocklin Road Rocklin, CA 95677
Contractor:	COAR Design Group 200 E Street Santa Rose, CA 95404

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,

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

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

DocuSigned by:
By: Jeff Katz
DA1AEE7001C1481...
Jeff Katz, President and Secretary

CITY OF ROCKLIN

DocuSigned by:
By: Aly Zimmermann
66D99BDD19844F8...
Aly Zimmermann, City Manager

ATTEST:

DocuSigned by:
By: Haley Reid
96D1B81BAA45...
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Daniel Cucchi
5563D9734417413...
Daniel Cucchi, Interim City Attorney

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

EXHIBIT A

Contractor Proposal/Scope of Work

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

November 15, 2023

Elizabeth Sorg, Management Analyst
Office of the City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

RE: **Architectural Services – Rocklin Fire Station 22 Proposal**

Dear Elizabeth:

We are pleased to provide this follow up proposal for Fire Station 22 based on our discussions in our call of November 14, 2023 as well as the RFP. Please note that this proposal is based on the Scope of Services we believe is necessary to successfully complete this phase of the project. Our proposal includes the following disciplines: Civil, Structural, Mechanical, Plumbing, Electrical, Landscape Architecture and Cost Estimating services and Geotechnical Engineering. The following sections include a more detailed explanation of the scope being provided. If there are scope items that are not included, or that are not necessary, we are pleased to adjust the scope to meet your needs.

This proposal is based on your requirements for Project Initiation, Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration services.

I have based this proposal on the preliminary requirement to design the Rocklin Fire Station as a 3 bay station with associated staff living and support spaces. The project is noted to have an assumed construction budget of $$17M-$20M. The site design is anticipated to include additional training space, but no training props, training tower, etc. is included at this time.

We are proposing to offer the following scope of services.

TASK 1: PROJECT INITIATION

1. Meet with City Building and Planning Department to review all requirements including design review, environmental documentation and approval process.
2. Review available as-built documents, preliminary design or programming documents, and any previous studies or reports for the facility.
3. Develop a Project Management Plan .
4. Provide a detailed design schedule indicating required milestone dates.
5. Establish communication channels with all parties involved.
6. Review and list all applicable design and planning standards.
7. Coordinate with City departments and other agencies.
8. Discuss and identify the public works, planning, and zoning entitlements, including traffic and other environmental concerns, that should be addressed by the Project and receive environmental review. City to lead environmental approval process.

TASK 2: SCHEMATIC DESIGN PHASE

1. Work with City and Fire Staff to develop preliminary space needs analysis and establish square foot requirements for the facility.
2. Meet with Fire Station Design Committee to discuss examples which the committee has seen on their tour of existing stations, to review areas which the Fire Department feels are examples of both good and poor design elements. Hold up to two "Brainstorming" sessions with Fire Department personnel to discuss features of the new station designs in order to understand and develop a detailed program for the project.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

3. Conduct tours (2) of recently completed fire station and training facilities with the City and Fire staff.
4. Perform preliminary zoning and building code check with City Development Services representatives.
5. Review existing site conditions.
6. Determine feasibility of keeping existing temporary station in place and operational during design and construction Phases of the project.
7. Provide Geotechnical Investigation. Coordinate with Geotechnical Engineer for recommendations for grading, foundation design, retaining walls and site paving.
    - Perform up to approximately 10 test pits using a typical rubber tire backhoe. Our test pits will extend to approximately 8 feet or practical refusal.
    - Observe the prevailing soils conditions, obtain representative soil samples from the test pits and return to our laboratory for further examination and testing.
    - Log the soils encountered in the test pits in accordance with the Unified Soil Classification System.
    - Upon completion, the test pits will be backfilled in lifts with tamped excavation spoils.
    - Perform laboratory tests on selected samples to evaluate pertinent geotechnical parameters.
    - Laboratory testing assignments will be based on the soils conditions encountered in our field exploration; testing for shear strength, gradation, maximum dry density and optimum moisture content, plasticity, expansion potential and R-value may be performed. In addition, four soil samples will be submitted to our laboratory for screening-level corrosion testing.
    - Prepare a report with design-level conclusions and recommendations.
8. Prepare Topographic Survey of the site and immediate frontage.
9. Determine overall utility load requirements for the project to ensure adequate capacity for service to the project site.
10. Determine impacts to Site Utilities including lighting, electrical, gas, storm, sewer and water. Prepare Utility Plans that provides location and availability of all existing utilities and services to serve the fire station site.
11. Develop concept designs for building construction and site development, based needs identified for the Fire Station Building and present to City stakeholders.
12. Develop Preliminary Site Plans and Building Floor Plans and massing studies for the fire station.
13. Prepare conceptual site drawings indicating placement of structures and amenities on site. This will include the following:
    - building site orientation, site ingress and egress, and miscellaneous site information.
    - Develop preliminary Civil Plans including preliminary grading plans, utility study and hydrology based on topo survey data.
    - Prepare preliminary landscape and hardscape plans.
14. Develop building structural, mechanical, plumbing and electrical system Basis of Design documentation for the fire station.
15. Develop preliminary Cost Estimates based upon building systems for the proposed design. The estimates prepared at this phase will be generally square foot cost estimates for the various building components, and will include a design development contingency (to allow for potential increases as the design is refined further in the later stages of the project).
16. Present concept options to stakeholders for review and consideration/selection of final design option.
17. Provide a written preliminary evaluation of the project, schedule and construction budget based on selected design option.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

18. Make required submissions to City for Final Schematic review and approval. Drawings required for this submittal would include:
    - Site Plan
    - Schematic Floor Plan
    - Preliminary Grading Plan
    - Preliminary Utility Plan
    - Schematic Building Elevations
    - Conceptual Landscape Plans
    - Exterior Color and Material Sample Boards
    - A colored rendering of the fire station
19. Present Schematic design alternatives at two (2) City Council meetings and at two (2) Public Workshops (total of 4 presentations/meetings for this bullet)
20. Assist in preparation and presentation of staff reports recommendation to the City of Rocklin City Council for final design approval.
21. Make required modifications to Schematic Design to obtain Schematic Design approval.
22. After obtaining approval of Schematic Design we will proceed into Task 3, Design Development.
23. For the Design Development Phase, we have included monthly in person/virtual coordination meetings with selected staff and stakeholders.

TASK 3: DESIGN DEVELOPMENT PHASE

1. Refine design of Site Plan, Architectural Plans, and Engineering Plans.
2. Prepare preliminary material and equipment selections for review.
3. Prepare updated design renderings and conduct Virtual Reality walk thru.
4. Develop structural system consistent with design concept.
5. Develop building mechanical, plumbing and electrical systems consistent with design concept.
6. Development of Median improvements, Striping and Signage Plans.
7. Prepare Storm Water Prevention Plan in accordance with City requirements.
8. Coordinate with Owner systems for phone/data/cable/security/AV requirements.
9. Develop Interior Elevations, Building Sections, Reflected Ceiling Plan and Roof Plan.
10. Prepare preliminary FFE matrix in conjunction with City purchasing, and make recommendations on all finishes and materials to be consistent with building design.
11. Develop performance plans and specifications for Fire Sprinkler and Fire Alarm system modifications to be incorporated into Construction Documents. Final design of sprinkler and alarm systems shall be a deferred approval item provided by the contractor.
12. Prepare preliminary line item Construction Cost Estimate based on actual building components. This estimate will be more detailed than the systems estimate prepared during schematic design but will include design and construction contingencies.
13. Make required submittal to the City for Design Development Review.
14. After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Task 4, Construction Documents.
15. For the Design Development Phase, we have included monthly in person/virtual coordination meetings with selected staff and stakeholders.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

TASK 4: CONSTRUCTION DOCUMENTS (CD) PHASE

1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing, electrical and planting and irrigation. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 65%, 90% and 100% and will include plans and specifications.
2. Construction Documents will incorporate Geotechnical requirements and recommendations for soils preparation, foundation and paving design.
3. Submit plans to Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
4. Update Construction Cost Estimate.
5. Submit plans to local utility companies for review and approval. (Note: any required Utility Company fees are not included).
6. For the Construction Document Phase, we have included we have included monthly in person/virtual coordination meetings with selected staff and stakeholders.

TASK 5: BID SUPPORT SERVICES

Bid support services are based on an assumed 4 week bid period, followed by 4 weeks of bid analysis and review services as noted.

1. Provide input for the pre-bid meeting and attend the pre-bid meeting and site visit.
2. Assist in responding to questions raised during the bidding process. Prepare Addenda as required to address bidding questions.
3. Attend the bid opening.
4. Assist in preparing the bidders analysis including checking the calculations in each bid.
5. Assist in reviewing and preparing a recommendation of the successful bidder.
6. Submit all Addenda and assist in obtaining approval from City to incorporate into the Permit Set.

TASK 6: CONSTRUCTION PHASE SERVICES

Construction contract administration services are based on a Sixteen month construction period, from Authorization to Proceed through Punchlist Inspection.

1. Attend and lead the project pre-construction meeting and construction kick-off meeting.
2. Attend Progress Construction Meetings on a weekly basis (virtual or in person as needed) during the course of construction (total of 68) to observe the project, and prepare site visit report. Site visit shall include meeting with Contractor and City representative to review progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
3. Provide two site visits per discipline (by the respective engineers) for civil, structural, electrical mechanical and Landscape to review progress of construction and conformance with construction documents.
4. Make one additional site visit to perform Punchlist Inspection, and one additional visit to perform Final Inspection. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor. Final Inspection will certify that all work has been completed in accordance with construction documents.
5. Review construction submittals and address submittal clarification/substitution requests.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

6. Respond in writing to any Contractor's Requests For Information (RFI's) during construction. Create a log identifying each RFI, the date the RFI was submitted, the resolution to each RFI, and the date the resolution was submitted to City.
7. Issue drawing modifications or sketches as required to provide clarification.
8. Provide periodic (monthly minimum) as-built drawings review.
9. Assist in review of Contractor's monthly pay requests.

ASSUMPTIONS & ADDITIONAL SERVICES

The following items are not included in the Basic Services and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis.

Additional Services not included in our basic scope of work include:

1. Revisions to Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval.
2. Preparing separate construction document packages for discretionary permits, alternate bid items or project phasing.
3. Attendance of any public hearings and/or additional meetings other than noted.
4. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, budget, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
5. Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
6. Providing services in conjunction with implementing substitutions proposed by the Contractor and making subsequent revisions to Contract Documents resulting from such. This includes the review of alternate lighting packages.
7. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.
8. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
9. Providing "Special Inspection" services required by law or the Contract Documents.
10. Hydraulic Pump Design for fire protection systems.
11. Fire Protection Engineering for full fire protection systems design. As noted above, performance criteria specifications are included in base scope.
12. Design of Distributed Antenna Systems (DAS) for emergency responder radio systems.
13. Transportation/Traffic Engineering.
14. Design for undergrounding of existing overhead utilities.
15. Design of Photo-voltaic (PV) systems other than code required infrastructure.
16. A Geotechnical Report is required with foundation and seismic design parameters which is not available yet. Alternate foundation systems such as matt or post-tensioned slabs or deep pier or pile foundations with non-grade supported slabs and grade beams as well as liquefaction or slope stability mitigation are not included at this time.
17. Commissioning or Enhanced Commissioning services.
18. Preparation of documentation to process the project through the US Green Building Council as a LEED project.
19. Preparation of Right of Way improvements as a separate drawing package.
20. Plan check and permit fees (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

21. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost

We propose to provide the stated basic services for a fixed fee as noted below. Invoices will be submitted monthly for the work completed during the month, on any particular phase in accordance with City Guidelines.

The proposed breakdown for the Basic Services charges will be as follows.

Task 1: Project Initiation	$	40,716.00
Task 2: Schematic Design Phase	$	198,824.00
Task 3: Design Development	$	295,644.00
Task 4: Construction Documents	$	469,823.00
Task 5: Bid Support	$	24,210.00
Task 6: Construction Administration Services	$	191,279.00
Reimbursable Expenses	$	8,000.00
TOTAL BASE SCOPE	**$**	**1,228,496.00**

As you probably know, definition of construction cost is always an issue on projects. I have included as Exhibit 'B' a further description of responsibility with respect to the budget and construction cost for this project. The definitions listed are from the AIA Document B141, Owner/Architect Agreement. Although we will not be using the AIA document for our contract, these definitions are useful to understanding what the design team and the Owner's responsibilities are and should be a part of the final contract for the project. Prior to our starting work on this project I will need from you a clearer definition of what the actual "hard dollar" construction budget is expected to be. As part of our Schematic Design services, we will then prepare preliminary estimates, and a report indicating what we expect the project cost will be to include all the requested program elements. At that time we will work with you to adjust the project scope or modify the budget to fit.

We appreciate the opportunity to present this proposal. We are available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. We are excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,

Jeff Katz, AIA
Principal

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

EXHIBIT A
HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis:

COAR DESIGN GROUP - Prime Architect

Principal Architect	$265.00/hr.
Senior Project Manager	$220.00/hr.
Project Architect/Manager	$200.00/hr.
Design Manager	$225.00/hr
QC Manager	$195.00/hr.
Job Captain	$150.00/hr.
Specification Writer	$195.00/hr.
Construction Administrator	$190.00/hr.
Drafter	$130.00/hr.
Administrative	$ 95.00/hr.

CAPITAL ENGINEERING – Mechanical/Plumbing Engineer

Principal	$223.00/hr.
Project Manager	$196.00/hr.
Engineer	$160.00/hr.
Drafter	$127.00/hr.

O'MAHONY & MYER - Electrical Engineer

Principal	$235.00/hr.
Project Engineer	$165.00/hr.
Drafter	$120.00/hr.
Administrative	$105.00/hr.

RHAA – Landscape Architect

Principal-in-Charge Landscape Architect	$300.00/hr.
Project Manager	$175.00/hr.
Designer	$160.00/hr.
Administration	$90.00/hr.

ZFA Structural Engineer

Principal	$250.00/hr.
Engineer	$135.00/hr.
Senior Drafter	$130.00/hr.
Designer	$120.00/hr.

BKF Civil Engineer

Principal	$268.00/hr.
Project Manager	$247.00/hr.
Project Engineer	$212.00/hr.
Drafter	$162.00/hr.
Administration	$95.00/hr.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

GEOCON – Geotechnical Engineer

Principal Engineer	$269.00/hr.
Senior Engineer	$180.00/hr.
Project Engineer	$150.00/hr.
Field Technician	$140.00/hr.
Equipment Operator	$150.00/hr.
CADD / Administration	$105.00/hr.

GRIFFIN STRCUTURES - Cost Estimator

Principal	$240.00/hr.
Senior Cost Estimator	$220.00/hr.
Junior Cost Estimator	$200.00/hr.
Administration	$90.00/hr.

COAR assumes responsibility for all work performed by sub-consultants on the project and factors in required time to coordinate the sub-consultants work. However, COAR does not markup sub-consultant work, which will be billed at the direct rate provided by the consultant.

Rates noted will remain in effect for the duration of the noted project schedule, but will increase 4% per year after 2026 (assumed project completion October 2026).

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

Exhibit "B"

CLARIFICATION OF RESPONSIBILITIES

The following articles are restated from AIA Document B141, Owner/Architect Agreement:

2.6.6The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5.1.1The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.2.1Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.3If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 .....give written approval of an increase in such fixed limit;

.2 authorize re-bidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

5.2.5If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

6.1The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

9.8Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9The Architect shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

EXHIBIT B

Schedule of Performance

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

	Task Name	Start Date	End Date	Duration	Predecessors
1	**City of Rocklin Fire Station #22**	**12/12/23**	**08/10/26**	**693d**	
2	**General Activities**	**12/12/23**	**01/03/24**	**15d**	
3	Council meeting to award contract	12/12/23	12/12/23	1d	
4	Kick-Off Meeting	01/03/24	01/03/24	1d	3FS +13d
5	**Task 1: Site Information Gathering**	01/04/24	02/28/24	40d	4
6	Topographic Survey	01/04/24	02/28/24	40d	4
7	Geotechnic Survey	01/04/24	02/28/24	40d	4
8	**Task 2: Preliminary Site and Building Design**	01/04/24	06/07/24	112d	
9	**Conceptual Design**	**01/04/24**	**04/15/24**	**73d**	
10	Prepare Conceptual Design Package	01/04/24	02/26/24	38d	4
11	**Concept Design Package to City w/ Page-Flip**	**02/27/24**	**02/27/24**	1d	10
12	Pick up City Comments	02/28/24	03/12/24	10d	11
13	**Submit 100% Concept Design Package to City**	**03/12/24**	**03/12/24**	0	12
14	Meet with City Planning for Environmental Review Document	03/13/24	03/13/24	1d	13
15	City 100% Concept Design Review & Approval	03/13/24	04/15/24	24d	13
16	**Design Development**	04/16/24	06/07/24	39d	
17	Authorization to Proceed to Design Development	04/16/24	04/16/24	1d	15
18	Design Development	04/17/24	06/07/24	38d	17
19	Prepare Design Development Package	04/17/24	05/28/24	30d	17
20	**Consultants DD Drawings to COAR**	**05/14/24**	**05/14/24**	1d	19FF -10d
21	COAR Review of DD	05/14/24	05/14/24	1d	20FF
22	Pick up COAR Comments	05/15/24	05/24/24	8d	21
23	**Submit DD Package to City**	**05/24/24**	**05/24/24**	0	22
24	City DD Review & Approval	05/27/24	06/07/24	10d	23
25	**Task 3: Prepare Final Plans and Specifications suitable for Competitive Bidding**	06/10/24	12/26/24	144d	4
26	**Construction Documents**	06/10/24	12/26/24	144d	
27	Authorization to Proceed to Construction Documents	06/10/24	06/10/24	1d	24
28	60% Construction Documents	06/11/24	08/23/24	54d	
29	Prepare 60% CDs	06/11/24	07/22/24	30d	27
30	**Consultants 60% CD Drawings to COAR**	**07/15/24**	**07/15/24**	1d	29FF -5d
31	COAR Review of 60% CDs	07/23/24	07/26/24	4d	29
32	Pick up COAR Comments	07/29/24	08/02/24	5d	31
33	**Submit 60% CD Package to City**	**08/02/24**	**08/02/24**	0	32
34	City 60% CD Review & Approval	08/05/24	08/23/24	15d	33
35	95% Construction Documents	08/26/24	11/07/24	54d	
36	Prepare 95% CDs	08/26/24	10/04/24	30d	34
37	**Consultants 95% CD Drawings to COAR**	**09/27/24**	**09/27/24**	1d	36FF -5d
38	COAR Review of 95% CDs	10/07/24	10/10/24	4d	36
39	Pick up COAR Comments	10/11/24	10/17/24	5d	38
40	**Submit 95% CD Package to Building Department**	**10/18/24**	**11/07/24**	15d	39
41	100% Construction Documents	11/08/24	12/26/24	35d	
42	Pick up Building Department Comments	11/08/24	12/05/24	20d	40
43	**Submit Final 100% CDs to Building Department**	**12/05/24**	**12/05/24**	0	42
44	Receive Permitted Set	12/06/24	12/26/24	15d	43
45	**Task 4: Assist the City in Bidding Process**	12/27/24	03/24/25	62d	
46	Bid Period	12/27/24	02/10/25	32d	44
47	Bid Review	02/11/25	02/24/25	10d	46
48	Council Award of Bid	02/25/25	03/24/25	20d	47
49	**Task 5: Provide Construction Administration Services for the Project**	03/25/25	08/10/26	360d	
50	Mobilization	03/25/25	04/14/25	15d	48
51	Construction	04/15/25	08/10/26	345d	50

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

EXHIBIT C

Schedule of Fees

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

coar DESIGN GROUP

ROCKLIN FIRE STATION 22
COST PROPOSAL

We take no exception to the scope of work outlined in the RFP and acknowledge all addenda.
This proposal shall remain valid for 90 days

	COAR DESIGN GROUP MANPOWER BREAK DOWN	Principal In-Charge Architect	Project Manager	Design Manager	Job Captain	TOTAL HOURS	COAR TOTAL LABOR FEE	ZFA - Structral Engineering	O'MAHONY & MYER - Electrical Engineering	CAPITAL ENGINEERING - Mechanical Engineering	RHAA - Landscape Architect	BKF - Civil Engineering	BKF - Survey	GRIFFIN STRUCTURES - Cost Estimating	Geocon - Geotechnical	TOTAL REIMB EXPENSES	TOTAL FEE
	billing rate	$265.00	$200.00	$225.00	$150.00												
	Task Description																
1	Project Initiation	24	24			48	$ 11,160	$ 1,540	$ -	$ -	$ -	$ 2,316	$ 25,700	$ -	$ -		$ 40,716
2	Schematic Design	40	160	160	340	700	$ 129,800	$ 14,280	$ 5,000	$ 12,816	$ 15,160	$ 7,648	$ -	$ 14,320	$ -	$ 2,000	$ 200,824
3	Design Development	68	200	160	340	768	$ 145,020	$ 33,400	$ 31,890	$ 15,938	$ 9,680	$ 15,296	$ -	$ 26,720	$ 17,700	$ 2,000	$ 297,644
4	Construction Documents	68	300	160	760	1,288	$ 228,020	$ 60,250	$ 59,000	$ 41,981	$ 15,640	$ 45,732	$ -	$ 19,200	$ -	$ 2,000	$ 471,823
5	Bid Phase	8	24	12	24	68	$ 13,220	$ 2,080	$ 1,800	$ 2,446	$ 1,980	$ 2,684	$ -	$ -	$ -		$ 24,210
6	Construction Administration	60	40	40	400	540	$ 92,900	$ 29,000	$ 19,800	$ 13,829	$ 19,820	$ 15,930	$ -	$ -	$ -	$ 2,000	$ 193,279
	TOTAL	268	748	532	1,864	3,412	$619,920	$140,550	$117,490	$87,010	$62,280	$89,606	$25,700	$60,240	$17,700	$8,000	$1,228,496

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

	ZFA STRUCTURAL ENGINEERS MANPOWER BREAK DOWN	Principal In-Charge	Engineer	Designer	Senior BIM Tech	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$250.00	$135.00	$120.00	$130.00				
	Task Description								
1	**Project Initiation**	4	4			8	$ 1,540		**$ 1,540**
2	**Schematic Design**	24	40	24		88	$ 14,280		**$ 14,280**
3	**Design Development**	40	80	40	60	220	$ 33,400		**$ 33,400**
4	**Construction Documents**	40	150	120	120	430	$ 60,250		**$ 60,250**
5	**Bid Phase**	4	8			12	$ 2,080		**$ 2,080**
6	**Construction Administration**	32	120	40		192	$ 29,000		**$ 29,000**
	TOTAL	144	402	224	180	950	140550	0	140550

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

	O'MAHONY & MYER CONSULTING MANPOWER BREAK DOWN	Principal In-Charge	Project Engineer	Drafter	Admin	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$235.00	$165.00	$120.00	$105.00				
	Task Description								
1	**Project Initiation**					0	$ -		$ -
2	**Schematic Design**	8	16	4		28	$ 5,000		$ **5,000**
3	**Design Development**	60	86	30		176	$ 31,890		$ **31,890**
4	**Construction Documents**	80	200	60		340	$ 59,000		$ **59,000**
5	**Bid Phase**		8	4		12	$ 1,800		$ **1,800**
6	**Construction Administration**	24	80	8		112	$ 19,800		$ **19,800**
	TOTAL	172	390	106	0	668	117490	0	117490

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

	CAPITAL ENGINEERING MANPOWER BREAK DOWN	Principal In-Charge	Project Manager	Engineer	Drafter	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$223.00	$196.00	$160.00	$127.00				
	Task Description								
1	Project Initiation					0	$ -		$ -
2	Schematic Design	17	20	20	15	72	$ 12,816		$ 12,816
3	Design Development	11	32	30	19	92	$ 15,938		$ 15,938
4	Construction Documents	15	61	135	40	251	$ 41,981		$ 41,981
5	Bid Phase	4	5	2	2	13	$ 2,446		$ 2,446
6	Construction Administration	12	37	22	3	74	$ 13,829		$ 13,829
	TOTAL	59	155	209	79	502	87010	0	87010

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

	RHAA LANDSCAPE ARCHITECTS + PLANNERS MANPOWER BREAK DOWN	Principal In-Charge Landscape Architect	Project Manager	Designer	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$300.00	$175.00	$160.00				
	Task Description							
1	**Project Initiation**					$ -		$ -
2	**Schematic Design**	8	40	36		$ 15,160		$ **15,160**
3	**Design Development**	1	28	28		$ 9,680		$ **9,680**
4	**Construction Documents**	0	40	54		$ 15,640		$ **15,640**
5	**Bid Phase**	0	4	8		$ 1,980		$ **1,980**
6	**Construction Administration**	6	92	12		$ 19,820		$ **19,820**
	TOTAL	15	204	138	0	62280	0	62280

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

	BKF ENGINEERS MANPOWER BREAK DOWN	Sr. Associate Principal	Project Manager	Senior Project Engineer	Design Engineer	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$268.00	$247.00	$212.00	$162.00				
	Task Description								
1	Project Initiation	1	4	5		10	$ 2,316		$ 2,316
2	Schematic Design	2	8	12	16	38	$ 7,648		$ 7,648
3	Design Development	4	16	24	32	76	$ 15,296		$ 15,296
4	Construction Documents	4	40	80	110	234	$ 45,732		$ 45,732
5	Bid Phase		4	8		12	$ 2,684		$ 2,684
6	Construction Administration		54		16	70	$ 15,930		$ 15,930
	TOTAL	11	126	129	174	440	89606	0	89606

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

	BKF ENGINEERS MANPOWER BREAK DOWN	Associate Principal	Survey Project Manager	Drafter III	2-Person Survey Crew	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$260.00	$247.00	$143.00	$348.00				
	Task Description								
1	Field Topographic Survey (up to 5 days)	1		40	40	81	$ 19,900		$ 19,900
2	Boundary Survey	4	8		8	20	$ 5,800		$ 5,800
	OPTIONAL SERVICES (IF CREATING A NEW PARCEL FOR FIRE STATION)					0	$ -		$ -
	Tentative Map					0	$ -		$ -
	Parcel Map					0	$ -		$ -
	Set Field Monuments					0	$ -		$ -
	TOTAL	5	8	40	48	101	25700	0	25700

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

	GRIFFIN STRUCTURES MANPOWER BREAK DOWN	Preconstruction Manager	Chief Estimator	Cost Estimator	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$240.00	$220.00	$200.00				
	Task Description							
1	Project Initiation				0	$ -		$ -
2	Schematic Design	8	20	40	68	$ 14,320		$ 14,320
3	Design Development	8	40	80	128	$ 26,720		$ 26,720
4	Construction Documents	8	24	60	92	$ 19,200		$ 19,200
5	Bid Phase				0	$ -		$ -
6	Construction Administration				0	$ -		$ -
	TOTAL	24	84	180	288	60240	0	60240

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

	GEOCON MANPOWER BREAK DOWN	Sr. Engineer	Project Engineer	Field Technician II (PW)	Field Technician II (PW) OT	Equipment Operator (PW)	Equipment Operator (PW) OT	Sr. Draftsman	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$180.00	$150.00	$140.00	$210.00	$150.00	$225.00	$105.00				
	Task Description											
1	**Project Initiation**								0	$ -		$ -
2	**Schematic Design**								0	$ -		$ -
3	**Design Development**	12	24	8	4	8	4	8	68	$ 10,660	$ 7,040	$ **17,700**
4	**Construction Documents**								0	$ -		$ -
5	**Bid Phase**								0	$ -		$ -
6	**Construction Administration**								0	$ -		$ -
	TOTAL	12	24	8	4	8	4	8	68	10660	7040	17700

DocuSign Envelope ID: 42432C0B-5501-45ED-A4CB-0AB775EBA642

EXHIBIT D

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

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

CONTRACTORS

DocuSigned by:

By: Jeff Katz
8A1AEF7001C1481...

Jeff Katz

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Acquisition of LIFEPAK 35 Monitor/Defibrillators

Date: May 13, 2025

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

Department: Fire

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving Lease Purchase Agreement for LIFEPAK 35 Monitor/Defibrillators with Flex Financial, a Division of Stryker Sales, LLC, and Authorizing the City Manager to Execute the Agreement.

Background:
The Fire Department provides Advanced Life Support (ALS) services to the residents of the City of Rocklin. In providing ALS services, the Fire Department is required by Sierra-Sacramento Valley Emergency Medical Services (S-SV EMS) to use manual monitors/defibrillators to treat adult and pediatric patients who are experiencing a cardiac arrest and other cardiac system failure that require immediate defibrillation, transcutaneous cardiac pacing, cardioversion, and electrocardiogram 12-lead cardiac monitoring.

The Fire Department currently has four (4) LIFEPAK 15 cardiac monitor/defibrillators (purchased in 2016) which are at their end of serviceable and useful life phase. Staff conducted a thorough assessment of comparable monitors/defibrillators by evaluating product availability, product compatibility, products' ability to transmit patient data to the receiving hospitals and conducted in-depth field trials to determine most effective and efficient products for use, and recommends continuing the use of LIFEPAK monitor/defibrillator products.

LIFEPAK 35, cardiac monitor/defibrillator, is a clinically advanced, life-saving device with propriety tools and technology built on an intuitive platform for advanced patient care. The purchase lease agreement with Flex Financial, a division of Stryker Sales, LLC, includes an extended warranty service for five years due to the nature of the devices requiring calibration and maintenance service annually. The Fire Department will receive a credit for returning four (4) LIFEPAK 15 units; the credit is included in the calculation for the lease purchase of the four (4) new LIFEPAK 35 units.

Fiscal Impact:
There is no additional fiscal impact, as sufficient funds are available in the Fiscal Year 2024/25 Operating Budget within the General Fund (Fund 100). Additional funding needed in future fiscal years will be will be included in future budgets.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Agreement

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING LEASE PURCHASE AGREEMENT FOR LIFEPAK 35 MONITOR/DEFIBRILLATORS WITH FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Fire Department provides Advanced Life Support (ALS) services to the citizens of the City of Rocklin, which includes the use of complex, technical medical equipment like the LIFEPAK 35 monitor/defibrillator; and

WHEREAS, the Fire Department purchased four (4) LIFEPAK 15 monitor/defibrillators in 2016, which are at the end of their serviceable and useful life; and

WHEREAS, the Fire Department budgeted to replace one (1) LIFEPAK unit in Fiscal Year (FY) 2024/25; but, it is preferrable to keep all technical, medical equipment systems consistent across all apparatus for best patient outcomes and operator knowledge; and

WHEREAS, the Fire Department negotiated a favorable lease purchase plan for four (4) new LIFEPAK 35 units under a five-year payment plan beginning in FY 2024/25; and

WHEREAS, there is no additional fiscal impact, as sufficient funds are available in the FY 2024/25 Operating Budget within the General Fund (Fund 100). Any additional funding needed in future fiscal years will be appropriated, provided sufficient funds are available in the adopted budgets for the applicable fiscal years; and

WHEREAS, staff recommends that the City Council authorize the City Manager to sign all necessary documents for this lease purchase agreement.

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

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

Section 2. The City Council approves of the agreement with Flex Financial, a division of Stryker Sales, LLC, and the City Manager is authorized to executed the lease purchase agreement in substantially the form attached hereto as Exhibit “A”.

PASSED AND ADOPTED this 13th day of May, 2025 by the following vote:

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

Jill Gayaldo, Mayor

ATTEST:

Avinta Singh, City Clerk

Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332

Date: April 10, 2025

RE: Reference no:2210238672

CITY OF ROCKLIN
4060 ROCKLIN RD
ROCKLIN, California 95677-2722

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Conditional Sale Agreement

Exhibit A - Detail of Equipment

State and Local Government Rider

Addendum

****Conditions of Approval: Federal ID, State and Local Government Rider, Customer PO**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	**Accounts Payable address:**	_____
Purchase order number:	_____		
Upfront Payment Check No: (if applicable)	_____	**Contact name:**	_____
Phone number:	_____	**Email address:**	_____

ADMINISTRATIVE CONTACT

Administrative contact name:	_____	**Administrative contact name:**	_____
Email address:	_____	**Email address:**	_____
Phone number:	_____	**Phone number:**	_____

Please fax completed documents to (877) 204-1332.

If you have any questions regarding these documents, please email: StrykerFinancialSolutions@stryker.com.

The proposal evidenced by these documents is valid through the last business day of April, 2025

Sincerely,
F**lex Financial, a division of Stryker Sales, LLC**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

stryker

Short Form Conditional Sale Agreement No.2210238672

Owner ("we" or "us"):
Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF ROCKLIN 4060 ROCKLIN RD ROCKLIN ,California 95677-2722	**Equipment Location:** 4060 ROCKLIN RD ROCKLIN,California 95677-2722 **Supplier:** Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 **Equipment description**: **see Exhibit A** (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)

Payment information

Number of payments	Payment frequency	Payment amount
5	Annual	$54,662.59(First payment due 30 days after Agreement is commenced), (includes estimate of sales taxes - see "Taxes" section below)

Terms and conditions:

1. Purchase agreement/ acceptance/ payments: You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the**"Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or $10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. “SOFR” with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s Website as quoted by Bloomberg.**

2. Ownership/security interest/laws/use/maintenance: Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "**AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warrantees or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warrantees to you.** As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

3. Taxes: You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment (**"Taxes"**). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

4. Assignment: You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer (**"Transfer"**) this Agreement to a third party (each, an **"Assignee"**), and each Assignee will have our Transferred rights, but none of our obligations, **and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC.

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

6. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going

concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

7. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes “electronic chattel paper” or “an electronic record evidencing chattel paper” under the UCC and both you and we have signed electronically, the version identified by us as the “single authoritative copy” is the chattel paper for purposes of perfection by control..You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warrantees made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

Exhibit A to Short Form Conditional Sale Agreement Number 2210238672

Description of equipment

Customer name: CITY OF ROCKLIN

Delivery Location: 4060 ROCKLIN RD, ROCKLIN,California , 95677-2722

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	4
11335-000001	BATTERY, LI-ION, WITH IFU, LP35	4
11140-000102	CHARGER, BATTERY, LP35	4
11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	4
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M	4
11996-000520	SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI	4
11335-000005	KIT, PRINTER, LP35	4
11335-000008	KIT, STORAGE BAGS, LP35	4
11260-000073	KIT, SHOULDER STRAP, LP35	4
TR-LPLOYAL-HIGH	LP35 Loyalty Program LP15 Hosptial High	4

Total equipment: $171,408.00

Service coverage:

Model number	Service coverage description	Quantity	Years
11150-000020	KIT, MODEM, NA, LP35	4	6.00
LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR	4	6.00

Total service coverage: $53,719.20

Freight: $3,352.84

Total upfront sales tax: $16,564.80

Total Amount: $245,044.84

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement No. 2210238672 (the "Agreement") between Flex Financial**, a division of Stryker Sales, LLC ("Owner") and CITY OF ROCKLIN **("Customer")to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.

2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.

4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.

5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

ADDENDUM TO SHORT FORM CONDITIONAL SALE AGREEMENT NO. 2210238672 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND CITY OF ROCKLIN

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum, the provisions of this Addendum shall control.

1. The first sentence of Section 7 of the Agreement is hereby amended in its entirety to read as follows:

"This Agreement shall be governed and construed in accordance with the laws of *California*."

2. The last sentence of Section 7 of the Agreement is hereby amended in its entirety to read as follows:

"YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW."

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Intention to Annex Sky View (Westridge) into Community Facilities District No. 1

Date: May 13, 2025

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

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 92) and to Authorize the Levy of Special Taxes Therein (Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000).

Background:
Sky View (Westridge), Assessor's Parcel Numbers 030-030-086-000 and 032-010-048-000, is a residential development property located on the northeasterly side of Park Drive, southeast of the intersection of Park Drive and Black Oak Place. The annexation map is included as Attachment 2. The development of Sky View (Westridge) is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 1. CFD No. 1 provides financing for the operation and maintenance of fire protection and suppression services and paramedic services.

The landowner has submitted a petition and waiver letter for CFD No. 1 (Attachment 3), which requests the annexation to occur and waives some of the procedural requirements for processing the annexation. With the petitions and waivers, the City Council may adopt the resolution of intention (Attachment 1) at this meeting, and proceed with the public hearing and election, and order the annexation at its meeting on June 24, 2025.

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

ATTACHMENTS:
1. Resolution
2. Annexation Map
3. Waiver of Notice Letter

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX TERRITORY TO ROCKLIN COMMUNITY FACILITIES DISTRICT NO. 1 (ANNEXATION NO. 92) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN
(Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000)

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

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

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

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 1 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 92 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 92 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as Sky View (Westridge).

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

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

a) Single family detached - $258.27
b) Condominium - $258.27
c) Multi-family with up to four units - $387.41

d) Multi-family with five or more units - $811.71
e) Commercial - $338.21
f) Light industrial - $405.86

Section 6. Beginning July 1, 2025 and each July 1 thereafter, the maximum annual tax rates assigned to each building category shall be increased to an amount equal to 103% of the amount in effect in the prior year.

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

Section 8. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 1, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on June 24, 2025, at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California.

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

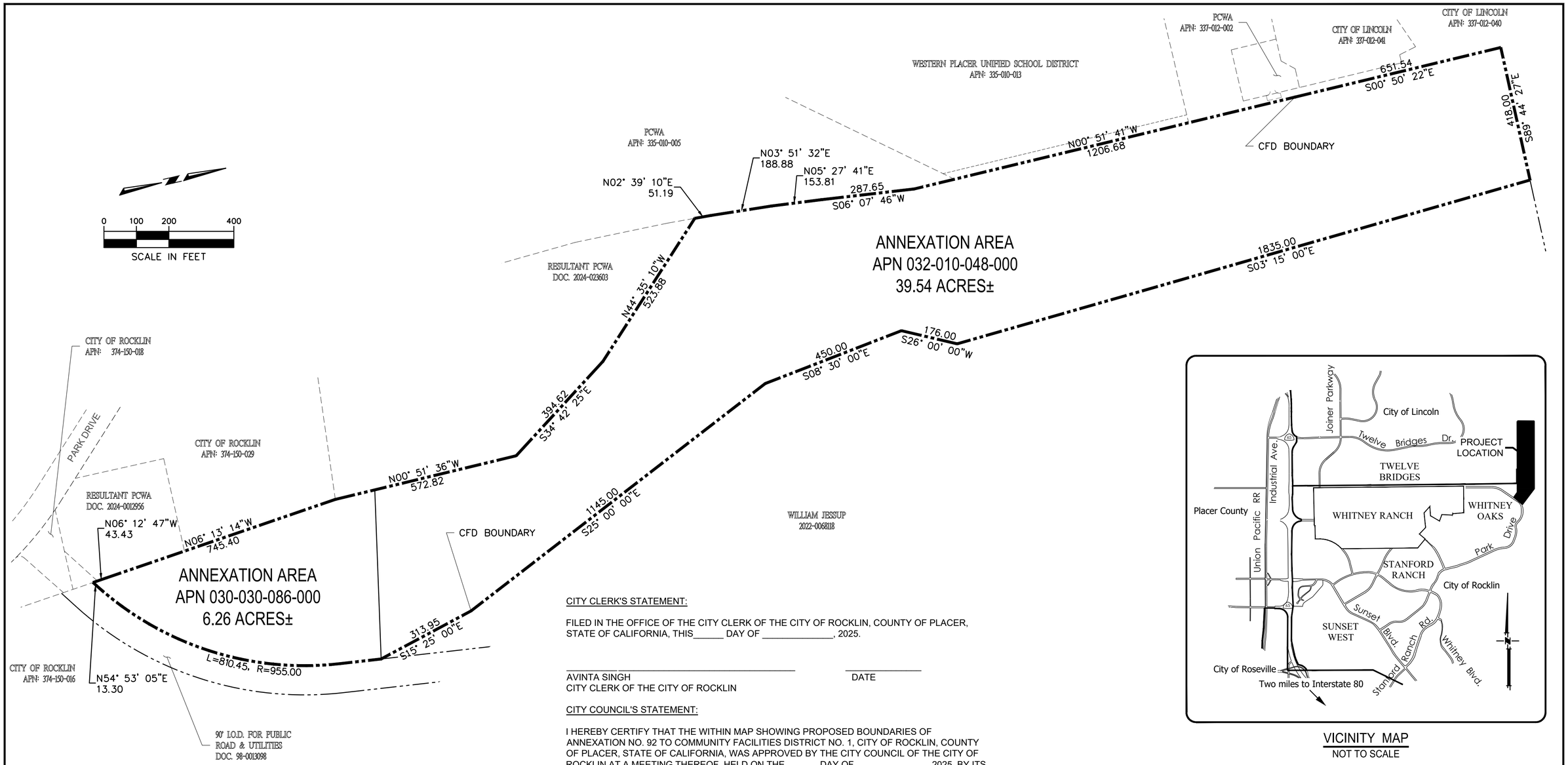
PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk



VICINITY MAP
NOT TO SCALE

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

UBORA ENGINEERING & PLANNING
"EXCELLENCE"
3741 DOUGLAS BOULEVARD, SUITE 385
ROSEVILLE, CA 95661 (916) 780-2500
www.uborainc.com

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS_____ DAY OF _____, 2025.

_____ _____
AVINTA SINGH DATE
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT:

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 92 TO COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2025, BY ITS RESOLUTION NO. _____.

_____ _____
AVINTA SINGH DATE
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____O'CLOCK, __.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

BY: _____
DEPUTY

FILE NO. _____ FEE: _____

CLOVER VALLEY WESTRIDGE (SKY VIEW)
ANNEXATION MAP NO. 92 OF COMMUNITY FACILITIES DISTRICT NO. 1

DOCUMENT NO. 2024-0033059 BEING A PORTION OF SECTIONS 5 & 6 TOWNSHIP 11 NORTH , RANGE 7 EAST, MDM AND A PORTION OF SECTIONS 31 & 32 TOWNSHIP 12 NORTH, RANGE 7 EAST, MDM
CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
APRIL, 2025

SHEET 1 OF 1

Tim Lewis Communities
3500 Douglas Blvd
Suite 270
Roseville, CA 95661

t: 916-783-2300
f: 916-783-2301
timlewis.com

March 25, 2025

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

Re: Waiver of Notice and Time Requirements in Connection with Special Election for Approval of Special Tax Levy under Mello-Roos Community Facilities Act of 1982
Community Facilities District No. 1 (Annexation No. 92), Clover Valley Westridge (Sky View)

Honorable Members of the Rocklin City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below, and hereby requests that the City of Rocklin (the "City") begin proceedings to annex territory, including the property identified below, to the Rocklin **Community Facilities District No. 1 (Annexation No. 92)** (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code section 53111 et seq.) (the "Act").

The undersigned hereby further requests that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of providing fire protection and suppression services and ambulance and paramedic services to the real property proposed to be annexed.

The undersigned hereby further requests that the annexation and levy of the special tax proceed as quickly as possible. Being that there are fewer than twelve registered voters residing in the area to be annexed to the CFD, and the undersigned being the only expected qualified elector for the annexation, the undersigned does hereby waive on its behalf the provisions of Government Code section 53326 requiring that the special election concerning the levy of a special tax imposed under the Act be held at least 90 days following the close of the protest hearing applicable to that special tax, and the undersigned does hereby consent to an election concerning the levy of such a special tax prior to expiration of the prescribed 90-day period.

The undersigned hereby waives any other time for and notices of said special election under the Act, and the inclusion of an impartial analysis and arguments and rebuttals in the ballot materials. In furtherance of this waiver, the election may be conducted by mail or hand delivered ballot, to be

returned as quickly as possible to the City Clerk of the City, and the results of said election may be canvassed and reported to you as soon as possible.

This waiver shall be applicable only to the special election in connection with the annexation of the real property identified below to the Rocklin Community Facilities District No. 1 and the levy of a special tax and shall not be construed as applicable to any other or unrelated special election.

Submitted herewith is a check for $4,621.00 to be used by the City to pay the costs incurred by the City in the annexation process.

Respectfully submitted as of this _25_ day of March_____, 2025.

TL SKY VIEW L.P., a California Limited Partnership

By: TL MANAGEMENT, INC., a California Corporation

Its: General Partner

By: _____

JAY TIMOTHY LEWIS

Its: President

The property that is the subject of this Petition and owned (not leased or optioned) by the above owner is Placer County Assessor Parcel Nos. 030-030-086-000 and 032-010-048-000 and the property consists of a total of 45.8 acres.

The address of the above owner for purposes of receiving all notices and ballots is.

TL Sky View, L.P.
3500 Douglas Road, Suite 270
Roseville, CA 95661
Attn: Jim Baggerly and Tim Lewis

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Intention to Annex Sky View (Westridge) into Community Facilities District No. 5

Date: May 13, 2025

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

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 5 (Annexation No. 77) and to Authorize the Levy of Special Taxes Therein (Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000).

Background:
Sky View (Westridge), Assessor's Parcel Numbers 030-030-086-000 and 032-010-048-000, is a residential development property located on the northeasterly side of Park Drive, southeast of the intersection of Park Drive and Black Oak Place. The annexation map is included as Attachment 3. The development of Sky View (Westridge) is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 5.

CFD No. 5 finances the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting. The rate and method of apportionment of the special tax levy to pay for the services provided to the annexation territory is included as Exhibit A to the resolution (Attachment 2).

The landowner has submitted a petition and waiver letter for CFD No. 5 (Attachment 4), which requests the annexation to occur and waives some of the procedural requirements for processing the annexation. With the petitions and waivers, the City Council may adopt the resolution of intention (Attachment 1) at this meeting, and proceed with the public hearing and election, and order the annexation at its meeting on June 24, 2025.

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

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Rate and Method of Apportionment
3. Annexation Map
4. Waiver of Notice Letter

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX TERRITORY TO ROCKLIN COMMUNITY FACILITIES DISTRICT NO. 5 (ANNEXATION NO. 77) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN
(Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000)

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

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

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

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 3 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 77 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 77 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as Sky View (Westridge).

Section 4. The public services authorized for the existing CFD are operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting. The services to be provided in the territory proposed to be annexed to the CFD are operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting as described in section 3 of Resolution No. 96-255 adopted by the Council on October 8, 1996, ("Resolution of Formation"), together with drainage and waterway maintenance, open spaces and park trail maintenance, roadway maintenance, maintenance of signalized intersections and safety lighting, roadway landscaping and associated signage and infrastructure. It is presently intended that the public services shall be shared without preference or priority by the existing territory in the CFD and the territory proposed to be annexed to the CFD, while the additional services described above shall be provided without preference or priority within the territory proposed to be annexed to the CFD as described herein and to other territory annexed to the CFD in the future, as and to the extent described in any proceedings related thereto.

Section 5. Except where funds are otherwise available, a special tax sufficient to pay for all such services will be annually levied and collected in the same manner as

ordinary ad valorem property taxes within the territory proposed to be annexed to the CFD as set forth in the attached Exhibit A, Rate and Method of Apportionment of Special Tax, incorporated herein by reference. The special tax shall be levied pursuant to the applicable ordinances previously adopted by the Council for the CFD.

Section 6. No alteration in the special tax rate authorized to be levied in the existing CFD shall be made as a result of the proposed annexation.

Section 7. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 5, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on June 24, 2025 at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 8. The City Clerk is hereby directed to give notice of the hearing in accordance with sections 53339.4, 53322 and 53322.4 of the Act by publication in the Placer Herald once at least seven (7) days prior to the hearing and by first-class mail to each registered voter and each landowner within the territory proposed to be annexed to the CFD at least 15 days before the hearing. The notice shall be substantially in the form specified in section 53339.4 of the Act.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 5 - ANNEXATION NO. 77
(Sky View (Westridge))

A. **Purpose for the Special Tax.**

The annual special tax shall be levied by the City on each parcel within the Rocklin Community Facilities District No. 5 – Annexation No. 77 (Sky View (Westridge)) (the "CFD") as shown on the Placer County Assessor's records, based on the apportionment procedure specified herein for the purpose of paying for authorized public services.

B. **Determination of Parcels Subject to the Special Tax.**

The basis for determining the parcels subject to the special tax will be the equalized property tax roll produced by the County Assessor of Placer County. The following parcels shall be exempt from the special tax:

1. All parcels which are designated to be owned or which are owned by federal, state, the City and local governments or any public agency at the time of the approval of the special tax and all parcels designated in whole as wetlands, and/or open space by the City.

Parcels originally designated for such public uses but which are redesignated or rezoned for residential, commercial, or industrial use in the future, shall become subject to the special tax. Any parcel zoned residential, commercial, or industrial which is rezoned to an excluded category, shall continue to be taxed at up to the maximum annual tax originally assigned to the parcel.

C. **Definitions.**

"Administration Expenses" means the cost associated with the administration of the Community Facilities District. Administration costs may include, but are not limited to the cost of tax collection, legal fees, legal notices, direct labor, indirect cost allocations, and contract services.

"Administrator" means the person or firm designated by the City to administer the special tax according to this rate and method of apportionment of special tax.

"Annual Special Tax Requirement" means the amount necessary each year to pay for the activities of the Facilities District No. 5, Annexation No. 77 (Sky View (Westridge)).

"Annual Special Tax" means the amount of tax levied each year on each parcel.

"CFD" means Rocklin Community Facilities District No. 5.

"City" means the City of Rocklin.

"Commercial Lot" means any Final Lot which is not a Single-Family Lot or Multi-Family Lot.

"Council" means the City Council of the City of Rocklin.

"Equivalent Dwelling Unit (EDU)" is defined as follows:

Single Family Unit	1 EDU
Multi-family Unit	.63 EDU
Commercial Lot (all non-residential)	3 EDU/acre
Undeveloped Property	3 EDU/acre

"Final Lot" means any lot subdivided down to its ultimate size consistent with its zone as approved by the City pursuant to the Subdivision Map Act (California Government Code §66410, et seq.) and for which a building permit may be issued. For all lots exclusive of single family dwelling lots, the lots of a parcel will not become a "Final Lot" until at least one building permit has been applied for and issued for construction of a structure on that parcel.

"Fiscal Year" means July 1 to June 30 of any year.

"Maximum Annual Special Tax" means the maximum special tax that can be levied against a parcel in any year.

"Maximum Annual Tax for Final Lots" means $ 632.79 per EDU, adjusted annually for inflation by a factor of 4%.

"Maximum Annual Tax for Undeveloped Property" means $1,898.37 per acre, adjusted annually for inflation by a factor of 4%.

"Multi-Family Lot" means a Final Lot used or designated for use as multi-family housing units.

"Single-Family Lot" means any Final Lot used or designated for use as a single-family unit or duplex.

"Special Tax Requirement" means the amount necessary in any fiscal year to pay for the authorized services set forth in the Resolution of Intention, and to cure any delinquencies in the payment of special taxes levied in prior years or (based on delinquencies in the payment of special taxes which have already taken place) are expected to occur in the fiscal year in which the tax will be collected.

"Undeveloped Property" means all property which is not a final lot.

D. **Calculating the Maximum Annual Special Tax.**

The Maximum Annual Special Tax for each Final Lot and Undeveloped Property shall be calculated as follows:

Step 1 Identify all Final Lots in the CFD and determine if the Final Lot is a single family lot, a Multi-Family Lot or a Commercial Lot.

Step 2
a) For each Single Family Lot identified in Step 1, apply the Maximum Annual Tax for Final Lots.

b) For each Multi-Family Lot identified in Step 1, apply the Maximum Annual Tax for Final Lots, multiplied by .63, and multiplied again by the number of dwelling units approved or built on each multi-family lot.

c) For each Commercial Lot identified in Step 1, multiply the acreage within the Commercial Lot by 3, and multiply the result by the Maximum Annual Tax for Final Lots.

Step 3 Identify all Undeveloped Property by acreage.

Step 4 Apply the Maximum Annual Tax Rate for Undeveloped Property to each acre of undeveloped property identified in Step 3.

E **Changes to the Maximum Annual Tax.**

Beginning July 1, 2025 and each July 1, thereafter, the maximum annual tax shall be increased by 4%.

F. **Apportionment and Levy of Special Tax.**

Commencing with fiscal year 2025/26 and for each following fiscal year, the administrator shall determine the annual special tax requirement for the CFD by applying the following steps. Based on the administrator's determination, the special tax will be levied.

Step 5 Identify the total Special Tax Requirement to be paid in the fiscal year for which the special tax is being calculated.

Step 6 For each Final Lot, determine the number of EDUs for that lot by applying the appropriate land use factor shown in the table above.

Step 7 Add all EDUs determined in Step 6.

Step 8 Divide the total Special Tax Requirement by the total number of EDUs to determine the annual tax per EDU and multiply that amount times the number of EDUs in each Final Lot applying the appropriate land use factor.

Step 9 If the amount calculated in Step 8 is less than or equal to the Maximum Annual Tax for Final Lots, then that amount shall be levied on all Final Lots. **If the amount calculated in Step 8 is more than the maximum annual tax, the maximum annual tax should be levied on all final lots.**

If the total amount of tax available after taxing all Final Lots at the Maximum Annual Tax for Final Lots is less than the Special Tax Requirement, then that difference shall be collected by an assessment against the Undeveloped Property.

Step 10 Subtract the total amount of tax available after taxing all Final Lots at the Maximum Annual Tax for Final Lots from the Special Tax Requirement.

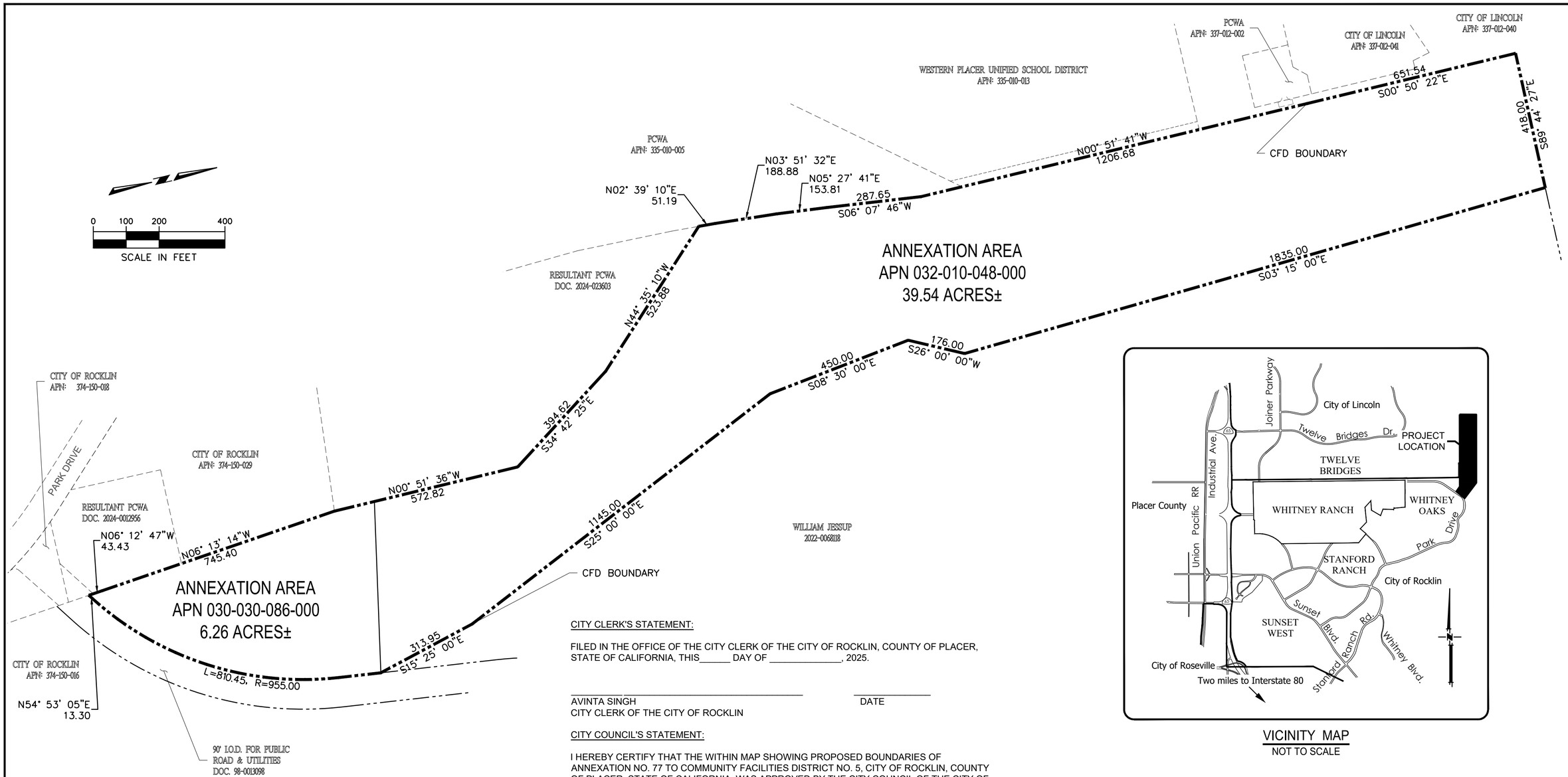
Step 11 Determine the total number of acres of Undeveloped Property.

Step 12 Divide the remaining Special Tax Requirement from Step 10 by the total number of acres of Undeveloped Property to arrive at the annual tax per acre of Undeveloped Property and the levy that amount against each acre of Undeveloped Property, up to the Maximum Annual Tax for Undeveloped Property.

G. **Manner of Collection.**

The special taxes for the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes.

The following parcels, and any subsequent parcels stemming from the following parcels, are included with the Community Facilities District No. 5 – Annexation No. 77 APNs 030-030-086-000 and 032-010-048-000.



VICINITY MAP
NOT TO SCALE

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

UBORA *ENGINEERING & PLANNING*
"EXCELLENCE"
3741 DOUGLAS BOULEVARD, SUITE 385
ROSEVILLE, CA 95661 (916) 780-2500
www.uborainc.com

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS_____ DAY OF _____, 2025.

_____ _____
AVINTA SINGH DATE
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT:

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 77 TO COMMUNITY FACILITIES DISTRICT NO. 5, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2025, BY ITS RESOLUTION NO. _____.

_____ _____
AVINTA SINGH DATE
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____O'CLOCK, __.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

BY: _____
DEPUTY

FILE NO. _____ FEE: _____

CLOVER VALLEY WESTRIDGE (SKY VIEW)
ANNEXATION MAP NO. 77 OF COMMUNITY FACILITIES DISTRICT NO. 5

DOCUMENT NO. 2024-0033059 BEING A PORTION OF SECTIONS 5 & 6 TOWNSHIP 11 NORTH , RANGE 7 EAST, MDM AND A PORTION OF SECTIONS 31 & 32 TOWNSHIP 12 NORTH, RANGE 7 EAST, MDM
CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
APRIL, 2025

SHEET 1 OF 1

Tim Lewis Communities
3500 Douglas Blvd
Suite 270
Roseville, CA 95661

t: 916-783-2300
f: 916-783-2301
timlewis.com

March 25, 2025

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

Re: Waiver of Notice and Time Requirements in Connection with Special Election for Approval of Special Tax Levy under Mello-Roos Community Facilities Act of 1982
Community Facilities District No. 5 (Annexation No. 77), Clover Valley Westridge (Sky View)

Honorable Members of the Rocklin City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below, and hereby requests that the City of Rocklin (the "City") begin proceedings to annex territory, including the property identified below, to the Rocklin **Community Facilities District No. 1 (Annexation No. 92)** (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code section 53111 et seq.) (the "Act").

The undersigned hereby further requests that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of providing the operation and maintenance of publicly owned parks, parkways, landscaping, street/parkway lighting, drainage and waterway maintenance, open space and park trail maintenance, roadway maintenance, maintenance of signalized intersections and safety lighting, roadway landscaping and associated signage and infrastructure to the real property proposed to be annexed.

The undersigned hereby further requests that the annexation and levy of the special tax proceed as quickly as possible. Being that there are fewer than twelve registered voters residing in the area to be annexed to the CFD, and the undersigned being the only expected qualified elector for the annexation, the undersigned does hereby waive on its behalf the provisions of Government Code section 53326 requiring that the special election concerning the levy of a special tax imposed under the Act be held at least 90 days following the close of the protest hearing applicable to that special tax, and the undersigned does hereby consent to an election concerning the levy of such a special tax prior to expiration of the prescribed 90-day period.

The undersigned hereby waives any other time for and notices of said special election under the Act, and the inclusion of an impartial analysis and arguments and rebuttals in the ballot materials. In

furtherance of this waiver, the election may be conducted by mail or hand delivered ballot, to be returned as quickly as possible to the City Clerk of the City, and the results of said election may be canvassed and reported to you as soon as possible.

This waiver shall be applicable only to the special election in connection with the annexation of the real property identified below to the Rocklin Community Facilities District No. 5 and the levy of a special tax, and shall not be construed as applicable to any other or unrelated special election.

Submitted herewith is a check for $4,621.00 to be used by the City to pay the costs incurred by the City in the annexation process.

Respectfully submitted as of this _25_ day of March_____, 2025.

TL SKY VIEW L.P., a California Limited Partnership

By: TL MANAGEMENT, INC., a California Corporation

Its: General Partner

By: _____

JAY TIMOTHY LEWIS

Its: President

The property that is the subject of this Petition and owned (not leased or optioned) by the above owner is Placer County Assessor Parcel Nos. 030-030-086-000 and 032-010-048-000 and the property consists of a total of 45.8 acres.

The address of the above owner for purposes of receiving all notices and ballots is.

TL Sky View, L.P.
3500 Douglas Road, Suite 270
Roseville, CA 95661
Attn: Jim Baggerly and Tim Lewis

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Intention to Annex Montreo into Community Facilities District No. 1

Date: May 13, 2025

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

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 93) and to Authorize the Levy of Special Taxes Therein (Montreo, APNs 030-020-024-000 and 030-010-019-000).

Background:
Montreo, APNs 030-020-024-000 and 030-010-019-000, is a residential development property located on the easterly side of Park Drive, north of the intersection of Park Drive and Coldwater Place. The annexation map is included as Attachment 2. The development of Montreo is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 1. CFD No. 1 provides financing for the operation and maintenance of fire protection and suppression services and paramedic services.

The landowner has submitted a petition and waiver letter for CFD No. 1 (Attachment 3), which requests the annexation to occur and waives some of the procedural requirements for processing the annexation. With the petitions and waivers, the City Council may adopt the resolution of intention (Attachment 1) at this meeting, and proceed with the public hearing and election, and order the annexation at its meeting on June 24, 2025.

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

ATTACHMENTS:
1. Resolution
2. Annexation Map
3. Notice of Waiver Letter.pdf

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX TERRITORY TO ROCKLIN COMMUNITY FACILITIES DISTRICT NO. 1 (ANNEXATION NO. 93) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN (Montreo, APNs 030-020-024-000 and 030-010-019-000)

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

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

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

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 1 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 93 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 93 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as Montreo.

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

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

a) Single family detached - $258.27
b) Condominium - $258.27
c) Multi-family with up to four units - $387.41

d) Multi-family with five or more units - $811.71
e) Commercial - $338.21
f) Light industrial - $405.86

Section 6. Beginning July 1, 2025 and each July 1 thereafter, the maximum annual tax rates assigned to each building category shall be increased to an amount equal to 103% of the amount in effect in the prior year.

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

Section 8. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 1, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on June 24, 2025, at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California.

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

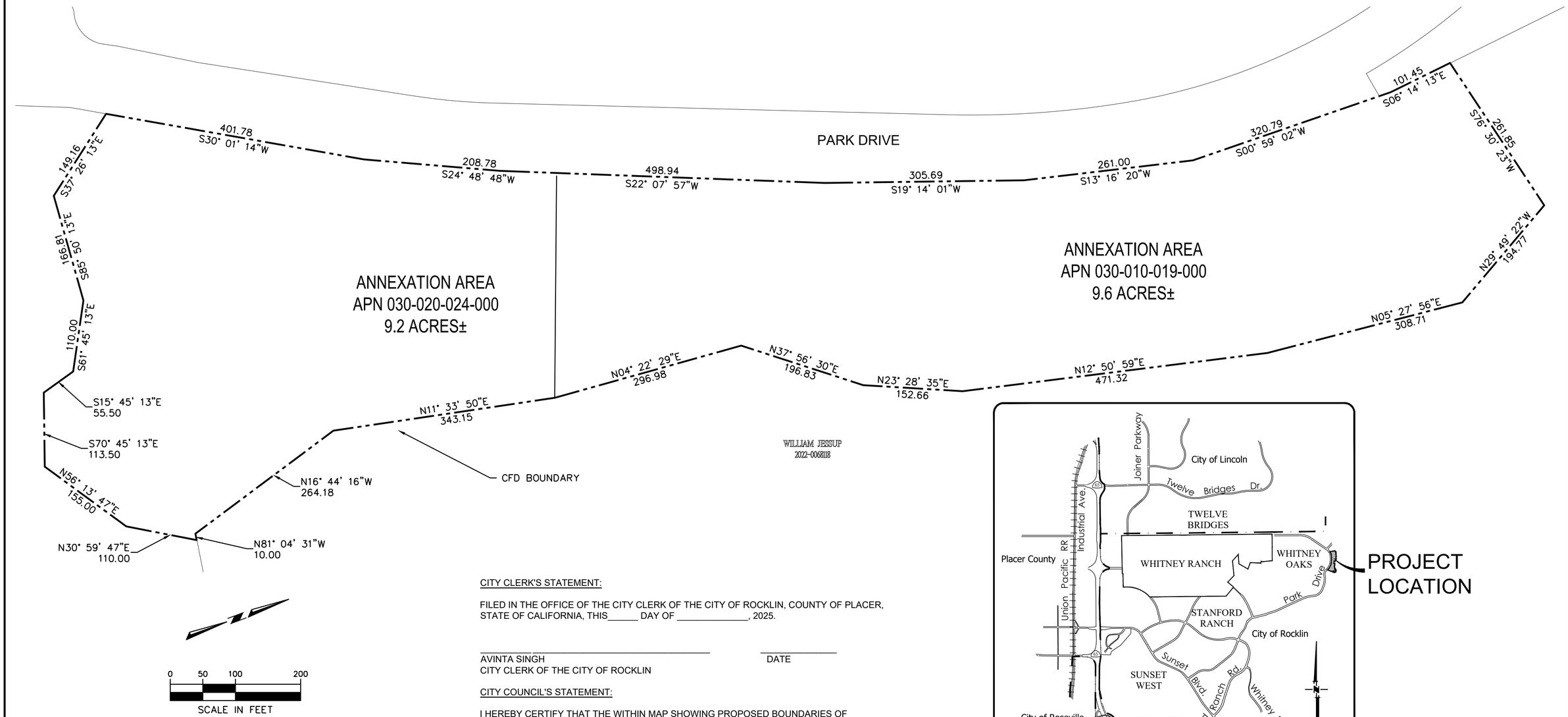
PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk



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

UBORA *ENGINEERING & PLANNING*
"EXCELLENCE"
3741 DOUGLAS BOULEVARD, SUITE 385
ROSEVILLE, CA 95661 (916) 780-2500
www.uborainc.com

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS_____ DAY OF _____, 2025.

_____ _____
AVINTA SINGH DATE
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT:

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 93 TO COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2025, BY ITS RESOLUTION NO. _____.

_____ _____
AVINTA SINGH DATE
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____O'CLOCK, __.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

_____
RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

BY: _____
DEPUTY

FILE NO. _____ FEE: _____

VICINITY MAP
NOT TO SCALE

CLOVER VALLEY MONTREO ANNEXATION MAP NO. 93 OF COMMUNITY FACILITIES DISTRICT NO. 1

RESULTANT PARCEL 5 DESCRIBED IN DOCUMENT NO. 2019-0098924 BEING A PORTION OF SECTIONS 5 & 6 TOWNSHIP 11 NORTH, RANGE 7 EAST, MDM
CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
APRIL, 2025

SHEET 1 OF 1

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

Re: Waiver of Notice and Time Requirements in Connection with Special Election for Approval of Special Tax Levy under Mello-Roos Community Facilities Act of 1982
Community Facilities District No. 1 (Annexation No. 93), Clover Valley Montreo

Honorable Members of the Rocklin City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below, and hereby requests that the City of Rocklin (the "City") begin proceedings to annex territory, including the property identified below, to the Rocklin **Community Facilities District No. 1 (Annexation No. 93)** (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code section 53111 et seq.) (the "Act").

The undersigned hereby further requests that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of providing fire protection and suppression services and ambulance and paramedic services to the real property proposed to be annexed.

The undersigned hereby further requests that the annexation and levy of the special tax proceed as quickly as possible. Being that there are fewer than twelve registered voters residing in the area to be annexed to the CFD, and the undersigned being the only expected qualified elector for the annexation, the undersigned does hereby waive on its behalf the provisions of Government Code section 53326 requiring that the special election concerning the levy of a special tax imposed under the Act be held at least 90 days following the close of the protest hearing applicable to that special tax, and the undersigned does hereby consent to an election concerning the levy of such a special tax prior to expiration of the prescribed 90-day period.

The undersigned hereby waives any other time for and notices of said special election under the Act, and the inclusion of an impartial analysis and arguments and rebuttals in the ballot materials. In furtherance of this waiver, the election may be conducted by mail or hand delivered ballot, to be returned as quickly as possible to the City Clerk of the City, and the results of said election may be canvassed and reported to you as soon as possible.

This waiver shall be applicable only to the special election in connection with the annexation of the real property identified below to the Rocklin Community Facilities District No. 1 and the levy of a special tax, and shall not be construed as applicable to any other or unrelated special election.

Submitted herewith is a check for $4,621.00 to be used by the City to pay the costs incurred by the City in the annexation process.

Respectfully submitted as of this 30 day of April, 2025.

RDMCV LLC
(name of owner of fee)

By Rick Massie
(property owner)

The property that is the subject of this Petition and owned (not leased or optioned) by the above owner is Placer County Assessor Parcel Nos. 030-010-019-000 and 030-020-024-000 and the property consists of a total of 18.8 acres.

The address of the above owner for purposes of receiving all notices and ballots is:

5800 Lonetree Blvd., Suite 201
Rocklin, CA 95765

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Intention to Annex Montreo into Community Facilities District No. 5

Date: May 13, 2025

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

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 5 (Annexation No. 78) and to Authorize the Levy of Special Taxes Therein (Montreo, APNs 030-020-024-000 and 030-010-019-000).

Background:
Montreo, APNs 030- 020-024 -000 and 030-010-019-000, is a residential development property located on the easterly side of Park Drive, north of the intersection of Park Drive and Coldwater Place. The annexation map is included as Attachment 3. The development of Montreo is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 5.

CFD No. 5 finances the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting. The rate and method of apportionment of the special tax levy to pay for the services provided to the annexation territory is included as Exhibit A to the resolution (Attachment 2).

The landowner has submitted a petition and waiver letter for CFD No. 5 (Attachment 4), which requests the annexation to occur and waives some of the procedural requirements for processing the annexation. With the petitions and waivers, the City Council may adopt the resolution of intention (Attachment 1) at this meeting, and proceed with the public hearing and election, and order the annexation at its meeting on June 24, 2025.

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

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Rate and Method of Apportionment
3. Annexation Map
4. Waiver of Notice Letter

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX TERRITORY TO ROCKLIN COMMUNITY FACILITIES DISTRICT NO. 5 (ANNEXATION NO. 78) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN (Montreo, APNs 030-020-024-000 and 030-010-019-000)

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

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

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

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 3 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 78 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 78 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as Montreo.

Section 4. The public services authorized for the existing CFD are operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting. The services to be provided in the territory proposed to be annexed to the CFD are operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting as described in section 3 of Resolution No. 96-255 adopted by the Council on October 8, 1996, ("Resolution of Formation"), together with drainage and waterway maintenance, open spaces and park trail maintenance, roadway maintenance, maintenance of signalized intersections and safety lighting, roadway landscaping and associated signage and infrastructure. It is presently intended that the public services shall be shared without preference or priority by the existing territory in the CFD and the territory proposed to be annexed to the CFD, while the additional services described above shall be provided without preference or priority within the territory proposed to be annexed to the CFD as described herein and to other territory annexed to the CFD in the future, as and to the extent described in any proceedings related thereto.

Section 5. Except where funds are otherwise available, a special tax sufficient to pay for all such services will be annually levied and collected in the same manner as

ordinary ad valorem property taxes within the territory proposed to be annexed to the CFD as set forth in the attached Exhibit A, Rate and Method of Apportionment of Special Tax, incorporated herein by reference. The special tax shall be levied pursuant to the applicable ordinances previously adopted by the Council for the CFD.

Section 6. No alteration in the special tax rate authorized to be levied in the existing CFD shall be made as a result of the proposed annexation.

Section 7. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 5, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on June 24, 2025 at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 8. The City Clerk is hereby directed to give notice of the hearing in accordance with sections 53339.4, 53322 and 53322.4 of the Act by publication in the Placer Herald once at least seven (7) days prior to the hearing and by first-class mail to each registered voter and each landowner within the territory proposed to be annexed to the CFD at least 15 days before the hearing. The notice shall be substantially in the form specified in section 53339.4 of the Act.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 5 - ANNEXATION NO. 78
(Montreo)

A. **Purpose for the Special Tax.**

The annual special tax shall be levied by the City on each parcel within the Rocklin Community Facilities District No. 5 – Annexation No. 78 (Montreo) (the "CFD") as shown on the Placer County Assessor's records, based on the apportionment procedure specified herein for the purpose of paying for authorized public services.

B. **Determination of Parcels Subject to the Special Tax.**

The basis for determining the parcels subject to the special tax will be the equalized property tax roll produced by the County Assessor of Placer County. The following parcels shall be exempt from the special tax:

1. All parcels which are designated to be owned or which are owned by federal, state, the City and local governments or any public agency at the time of the approval of the special tax and all parcels designated in whole as wetlands, and/or open space by the City.

Parcels originally designated for such public uses but which are redesignated or rezoned for residential, commercial, or industrial use in the future, shall become subject to the special tax. Any parcel zoned residential, commercial, or industrial which is rezoned to an excluded category, shall continue to be taxed at up to the maximum annual tax originally assigned to the parcel.

C. **Definitions.**

"Administration Expenses" means the cost associated with the administration of the Community Facilities District. Administration costs may include, but are not limited to the cost of tax collection, legal fees, legal notices, direct labor, indirect cost allocations, and contract services.

"Administrator" means the person or firm designated by the City to administer the special tax according to this rate and method of apportionment of special tax.

"Annual Special Tax Requirement" means the amount necessary each year to pay for the activities of the Facilities District No. 5, Annexation No. 78 (Montreo).

"Annual Special Tax" means the amount of tax levied each year on each parcel.

"CFD" means Rocklin Community Facilities District No. 5.

"City" means the City of Rocklin.

"Commercial Lot" means any Final Lot which is not a Single-Family Lot or Multi-Family Lot.

"Council" means the City Council of the City of Rocklin.

"Equivalent Dwelling Unit (EDU)" is defined as follows:

Single Family Unit	1 EDU
Multi-family Unit	.63 EDU
Commercial Lot (all non-residential)	3 EDU/acre
Undeveloped Property	3 EDU/acre

"Final Lot" means any lot subdivided down to its ultimate size consistent with its zone as approved by the City pursuant to the Subdivision Map Act (California Government Code §66410, et seq.) and for which a building permit may be issued. For all lots exclusive of single family dwelling lots, the lots of a parcel will not become a "Final Lot" until at least one building permit has been applied for and issued for construction of a structure on that parcel.

"Fiscal Year" means July 1 to June 30 of any year.

"Maximum Annual Special Tax" means the maximum special tax that can be levied against a parcel in any year.

"Maximum Annual Tax for Final Lots" means $ 287.81 per EDU, adjusted annually for inflation by a factor of 4%.

"Maximum Annual Tax for Undeveloped Property" means $863.43 per acre, adjusted annually for inflation by a factor of 4%.

"Multi-Family Lot" means a Final Lot used or designated for use as multi-family housing units.

"Single-Family Lot" means any Final Lot used or designated for use as a single-family unit or duplex.

"Special Tax Requirement" means the amount necessary in any fiscal year to pay for the authorized services set forth in the Resolution of Intention, and to cure any delinquencies in the payment of special taxes levied in prior years or (based on delinquencies in the payment of special taxes which have already taken place) are expected to occur in the fiscal year in which the tax will be collected.

"Undeveloped Property" means all property which is not a final lot.

D. **Calculating the Maximum Annual Special Tax.**

The Maximum Annual Special Tax for each Final Lot and Undeveloped Property shall be calculated as follows:

Step 1 Identify all Final Lots in the CFD and determine if the Final Lot is a single family lot, a Multi-Family Lot or a Commercial Lot.

Step 2
a) For each Single Family Lot identified in Step 1, apply the Maximum Annual Tax for Final Lots.

b) For each Multi-Family Lot identified in Step 1, apply the Maximum Annual Tax for Final Lots, multiplied by .63, and multiplied again by the number of dwelling units approved or built on each multi-family lot.

c) For each Commercial Lot identified in Step 1, multiply the acreage within the Commercial Lot by 3, and multiply the result by the Maximum Annual Tax for Final Lots.

Step 3 Identify all Undeveloped Property by acreage.

Step 4 Apply the Maximum Annual Tax Rate for Undeveloped Property to each acre of undeveloped property identified in Step 3.

E **Changes to the Maximum Annual Tax.**

Beginning July 1, 2025 and each July 1, thereafter, the maximum annual tax shall be increased by 4%.

F. **Apportionment and Levy of Special Tax.**

Commencing with fiscal year 2025/26 and for each following fiscal year, the administrator shall determine the annual special tax requirement for the CFD by applying the following steps. Based on the administrator's determination, the special tax will be levied.

Step 5 Identify the total Special Tax Requirement to be paid in the fiscal year for which the special tax is being calculated.

Step 6 For each Final Lot, determine the number of EDUs for that lot by applying the appropriate land use factor shown in the table above.

Step 7 Add all EDUs determined in Step 6.

Step 8 Divide the total Special Tax Requirement by the total number of EDUs to determine the annual tax per EDU and multiply that amount times the number of EDUs in each Final Lot applying the appropriate land use factor.

Step 9 If the amount calculated in Step 8 is less than or equal to the Maximum Annual Tax for Final Lots, then that amount shall be levied on all Final Lots. **If the amount calculated in Step 8 is more than the maximum annual tax, the maximum annual tax should be levied on all final lots.**

If the total amount of tax available after taxing all Final Lots at the Maximum Annual Tax for Final Lots is less than the Special Tax Requirement, then that difference shall be collected by an assessment against the Undeveloped Property.

Step 10 Subtract the total amount of tax available after taxing all Final Lots at the Maximum Annual Tax for Final Lots from the Special Tax Requirement.

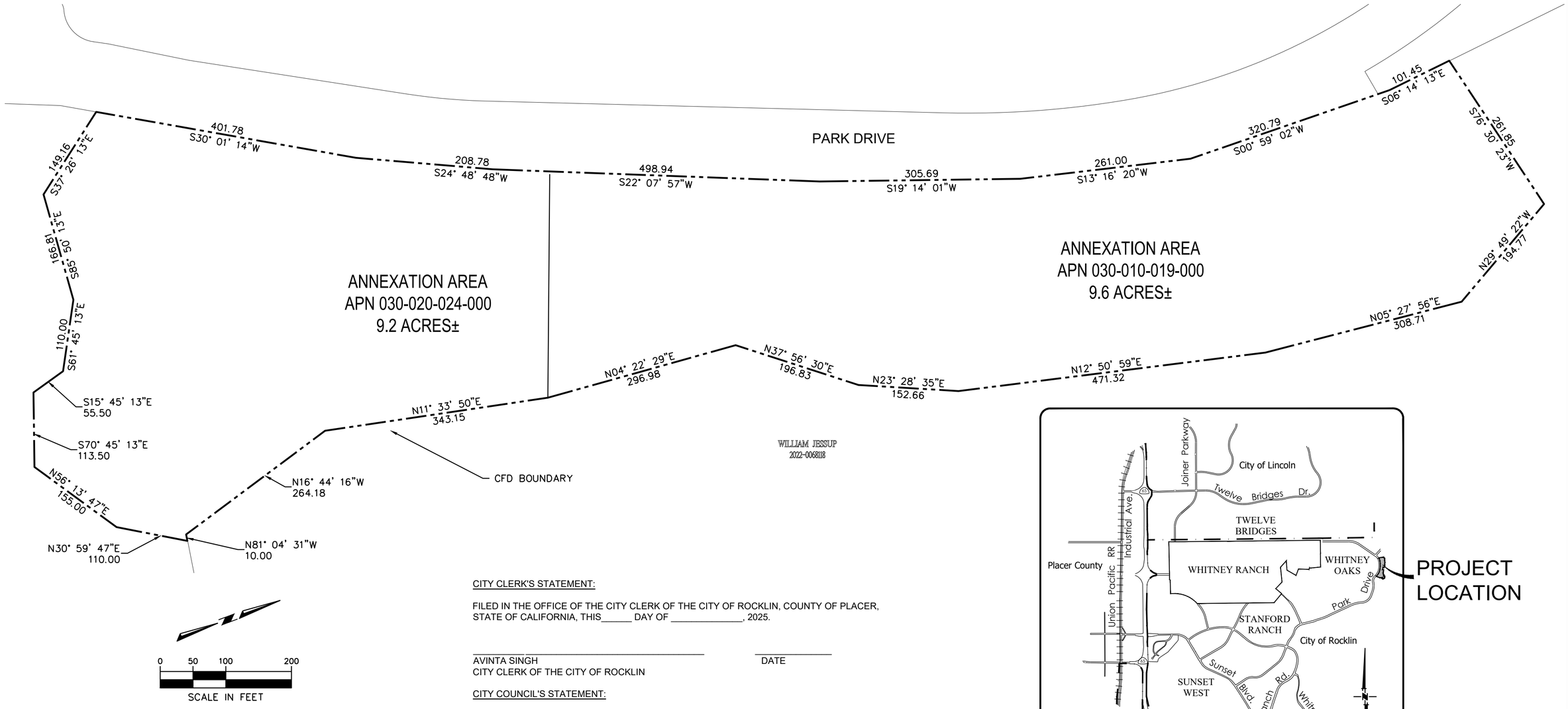
Step 11 Determine the total number of acres of Undeveloped Property.

Step 12 Divide the remaining Special Tax Requirement from Step 10 by the total number of acres of Undeveloped Property to arrive at the annual tax per acre of Undeveloped Property and the levy that amount against each acre of Undeveloped Property, up to the Maximum Annual Tax for Undeveloped Property.

G. **Manner of Collection.**

The special taxes for the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes.

The following parcels, and any subsequent parcels stemming from the following parcels, are included with the Community Facilities District No. 5 – Annexation No. 78 APNs 030-020-024-000 and 030-010-019-000.



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

UBORA *ENGINEERING & PLANNING*
"EXCELLENCE"
3741 DOUGLAS BOULEVARD, SUITE 385
ROSEVILLE, CA 95661 (916) 780-2500
www.uborainc.com

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS_____ DAY OF _____, 2025.

_____ _____
AVINTA SINGH DATE
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT:

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 78 TO COMMUNITY FACILITIES DISTRICT NO. 5, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2025, BY ITS RESOLUTION NO. _____.

_____ _____
AVINTA SINGH DATE
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____O'CLOCK, __.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

RYAN RONCO _____
COUNTY RECORDER OF PLACER COUNTY

BY: _____
DEPUTY

FILE NO. _____ FEE: _____

VICINITY MAP
NOT TO SCALE

CLOVER VALLEY MONTREO ANNEXATION MAP NO. 78 OF COMMUNITY FACILITIES DISTRICT NO. 5

RESULTANT PARCEL 5 DESCRIBED IN DOCUMENT NO. 2019-0098924 BEING A PORTION OF SECTIONS 5 & 6 TOWNSHIP 11 NORTH, RANGE 7 EAST, MDM
CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
APRIL, 2025

SHEET 1 OF 1

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

Re: Waiver of Notice and Time Requirements in Connection with Special Election for Approval of Special Tax Levy under Mello-Roos Community Facilities Act of 1982
Community Facilities District No. 5 (Annexation No. 78), Clover Valley Montreo

Honorable Members of the Rocklin City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below, and hereby requests that the City of Rocklin (the "City") begin proceedings to annex territory, including the property identified below, to the Rocklin **Community Facilities District No. 5 (Annexation No. 78)** (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code section 53111 et seq.) (the "Act").

The undersigned hereby further requests that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of providing the operation and maintenance of publicly owned parks, parkways, landscaping, street/parkway lighting, drainage and waterway maintenance, open space and park trail maintenance, roadway maintenance, maintenance of signalized intersections and safety lighting, roadway landscaping and associated signage and infrastructure to the real property proposed to be annexed.

The undersigned hereby further requests that the annexation and levy of the special tax proceed as quickly as possible. Being that there are fewer than twelve registered voters residing in the area to be annexed to the CFD, and the undersigned being the only expected qualified elector for the annexation, the undersigned does hereby waive on its behalf the provisions of Government Code section 53326 requiring that the special election concerning the levy of a special tax imposed under the Act be held at least 90 days following the close of the protest hearing applicable to that special tax, and the undersigned does hereby consent to an election concerning the levy of such a special tax prior to expiration of the prescribed 90-day period.

The undersigned hereby waives any other time for and notices of said special election under the Act, and the inclusion of an impartial analysis and arguments and rebuttals in the ballot materials. In furtherance of this waiver, the election may be conducted by mail or hand delivered ballot, to be returned as quickly as possible to the City Clerk of the City, and the results of said election may be canvassed and reported to you as soon as possible.

This waiver shall be applicable only to the special election in connection with the annexation of the real property identified below to the Rocklin Community Facilities District No. 5 and the levy of a special tax, and shall not be construed as applicable to any other or unrelated special election.

Submitted herewith is a check for $4,621.00 to be used by the City to pay the costs incurred by the City in the annexation process.

Respectfully submitted as of this 30 day of April, 2025.

RDMCV LLC
(name of owner of fee)

By Rick Massie
(property owner)

The property that is the subject of this Petition and owned (not leased or optioned) by the above owner is Placer County Assessor Parcel Nos. 030-010-019-000 and 030-020-024-000 and the property consists of a total of 18.8 acres.

The address of the above owner for purposes of receiving all notices and ballots is:

5800 Lonetree Blvd., Suite 201
Rocklin, CA 95765

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Concession Agreement with Final 9 Sports

Date: May 13, 2025

Submitted By: Laurie York, 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 the Concession Agreement with Final 9 Sports.

Background:
Final 9 Sports has leased space in the Parks and Recreation building at Johnson-Springview Park since January 2012, operating a disc golf pro shop that sells disc golf equipment, supplies, snacks, and drinks to park patrons. Over time, Final 9 has become an integral part of the disc golf community and park experience by offering expertise in the sport, supporting tournaments, providing disc rentals, and contributing to a visible and positive presence in the park during evenings and weekends.

The most recent Concession Agreement between the City and Final 9 Sports was approved on February 12, 2019, via Resolution No. 2019-22. That agreement established a monthly concession fee of $500 (reduced from $1,000) in response to financial challenges expressed by the Concessionaire and supported by staff analysis. The City concluded that Final 9's contributions to the upkeep and programming of the disc golf course, including informal monitoring and general course maintenance, exceeded the value of the waived rent and helped reduce staff time and operational costs.

Since then, Final 9 has continued to provide value-added services beyond those required by contract, including trash removal, basket repair, and daily course observations. The 2019 agreement expired on January 31, 2025.

The proposed five year Concession Agreement maintains the core terms of the existing agreement while clarifying responsibilities and modernizing provisions related to insurance and instruction. The Agreement also includes the potential for modest additional revenue via a 50% share of registration fees from City-sponsored group instructional programs. Final 9 Sports bears all operational costs for the concession space, while the City continues to cover basic utilities (electricity, water, and HVAC). Additionally, the City benefits from Final 9's continued in-kind contributions, including informal course maintenance and oversight, which

help reduce staff workload and budgetary demands.

Staff recommends the City Council approve the Concession Agreement, which continues a longstanding and productive partnership between the City and a local business that serves both recreational users and the broader community.

Fiscal Impact:
The agreement continues to provide $500 per month in consistent revenue to the City ($6,000 annually).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Contract with Final 9 Sports

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONCESSION AGREEMENT WITH FINAL 9 SPORTS

WHEREAS, Final 9 Sports has operated a disc golf pro shop at Johnson-Springview Park since 2012, under successive agreements with the City of Rocklin; and

WHEREAS, the most recent agreement was approved by the City Council on February 12, 2019, via Resolution No. 2019-22, and expired on January 31, 2025; and

WHEREAS, Final 9 Sports continues to provide disc golf supplies, instruction, rentals, and other services beneficial to the City's recreation programming and public amenities; and

WHEREAS, the City desires to continue its partnership with Final 9 Sports by entering into a new agreement that is retroactively effective February 1, 2025, through January 31, 2030;

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

Section 1. The City Council hereby approves the Concession Agreement between the City of Rocklin and Final 9 Sports, substantially in the form presented with this Resolution.

Section 2. The City Manager is authorized and directed to execute the Agreement on behalf of the City.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____

Jill Gayaldo, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

CONCESSION AGREEMENT BY AND BETWEEN
FINAL 9 SPORTS AND THE CITY OF ROCKLIN
(A Portion of the Parks and Recreation Office Building
located at Johnson-Springview Park, Rocklin, California)

This Concession Agreement ("Agreement") is made and entered into this 13th day of May, 2025, by and between the CITY OF ROCKLIN, a municipal corporation (hereinafter "City"), and FINAL 9 SPORTS, a California business association, hereinafter referred to as ("Concessionaire").

RECITALS

WHEREAS, City is the owner of the real property known as Johnson-Springview Park, which includes the City disc golf course as a park amenity; and

WHEREAS, Concessionaire successfully operated a concession shop for disc golf in the City-owned Parks and Recreation office building at Johnson-Springview Park under a Concession Agreement approved by the City of Rocklin on February 12, 2019, by Resolution No. 2019-22. Concessionaire has sold disc golf supplies, clothing, food and beverages, miscellaneous sporting goods, and other related items to members of the public who utilize the disc golf facility at Johnson-Springview Park, and has provided disc golf instructional services to the public. The operation has improved and expanded recreational opportunities at Johnson-Springview Park, has provided an additional revenue stream to the City to help it support its Parks and Recreation programs, and has provided additional recreation instructional services to members of the public; and

WHEREAS, the current Concession Agreement expired on January 31, 2025; and

WHEREAS, City hereby finds that it is in the public interest to enter into a new Agreement with the Concessionaire that will be retroactively effective from February 1, 2025, for a term of five (5) years to January 31, 2030, to allow Concessionaire to continue operating a disc golf pro shop.

NOW, **THEREFORE**, it is agreed as follows:

1. GRANT OF LICENSE.
Subject to all of the terms and conditions of this Agreement, Concessionaire is hereby granted an exclusive license to improve, occupy and use the Premises (as shown on Exhibit A) as a disc golf pro shop, operate a disc golf pro shop concession, to occupy and use the City's disc golf facility within Johnson-Springview Park for disc golf instruction services, and to occupy and use existing parking facilities in Johnson-Springview-Park for the use of Concessionaire's disc golf pro shop customers.

2. TERM AND RIGHT TO EARLIER TERMINATION.

A. The term of this Agreement is from February 1, 2025, until January 31, 2030, unless earlier terminated by the City or the Concessionaire pursuant to the provision of subdivision (B) below.

B. Termination.

1. If Concessionaire materially fails to perform Concessionaire’s responsibilities under this Agreement to the satisfaction of City, or if Concessionaire fails to fulfill in a timely and professional manner Concessionaire’s responsibilities under this Agreement, or if Concessionaire violates any of the terms or provisions of this Agreement, then City shall have the right to terminate this agreement for cause effective immediately upon the City giving written notice thereof to Concessionaire. If termination for cause is given by City to Concessionaire and it is later determined that Concessionaire was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B(2) of this Section.
2. City may terminate this agreement without cause on thirty (30) days written notice to Concessionaire.
3. City may terminate this agreement immediately upon oral notice should funding for the Premises cease or be materially decreased during the term of this Agreement.

4. City's right to terminate this Agreement may be exercised by the City Manager.
5. Concessionaire may terminate this Agreement without cause on ninety (90) days written notice to City at any time starting on or after October 31, 2026.

3. USE.

A. Concessionaire agrees that its sole use of the Premises shall consist of the operation of a disc golf pro shop open to the public, together with related sale of merchandise, training and instructional programs. Concessionaire acknowledges and agrees that no user fees shall be charged either by City or Concessionaire with respect to public use of the City's disc golf facilities. Concessionaire is permitted by this Agreement to supply, for rental by the general public, disc golf supplies suitable for use on City's preexisting disc golf facilities. Such disc golf supplies shall be clearly marked as to rental fee on a sign located on the Premises. Such rental fees for disc golf supplies may be subject to written approval of the Director of Parks Recreation. All outside signage used by Concessionaire shall be approved in writing by the Director of Parks and Recreation.

B. Concessionaire agrees to supply and have ready for sale at its disc golf pro shop, disc golf supplies including golf discs, disc golf bags, baskets, mini discs and mini baskets, sport clothing including t-shirts, sweatshirts and hats, rental discs and supplies, miscellaneous notions such as sun glasses, sun screen, water bottles, disc golf video and books, snacks and non-alcoholic drinks, miscellaneous sporting goods and disc golf instructional services suitable for sale to the public using the disc golf facility as may be agreed upon between Concessionaire and City. All items for sale shall be clearly marked as to price. The price of merchandise to be sold should be competitive with the prices of similar merchandise at other retail stores in the area.

C. Concessionaire's instructional facility shall be consistent with accepted rules of the Professional Disc Golf Association (PDGA). Operating rules and regulations at the disc golf facility are subject to the approval of Director of Parks and Recreation.

D. Concessionaire agrees that it shall not use the property at Johnson-Springview Park for any use other than those specified in this Agreement without City's written consent.

E. Concessionaire shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance, provided that it is mutually understood and agreed that the use of disc golf facilities will in no event be deemed by City to violate this prohibition against nuisance and/or unreasonable annoyance.

F. Concessionaire agrees that City's disc golf facilities at Johnson-Springview Park and its disk golf pro shop shall be open and available for use by members of the general public between the hours of 10:00 am and 5:00 pm 6 days per week, except state holidays and tournaments. In no event shall the hours of operation extend beyond the hours of operation of Johnson-Springview Park.

G. Concessionaire shall conduct its business at Johnson-Springview Park under the trade name of Final 9 Sports.

H. Concessionaire shall organize and conduct a cleanup day of the entire disc golf course twice each year to remove accumulated trash and debris, which will be deposited into refuse bins provided by the City.

I. Concessionaire shall work with City staff to provide all club members and other participants all applicable City rules and regulations, as such rules and regulations may be amended from time to time, as they pertain to disc golf etiquette and any other City ordinances.

4. COMPENSATION.

A. Concessionaire shall pay to City for the right to operate its disc golf pro shop within a portion of the City's Parks and Recreation office building, and to conduct instructional services on the Premises known as Johnson-Springview Park, a fixed monthly payment in the sum of $500 per month

("Concession Fee"). With respect to disc golf instructional services, all group lessons will be offered by Concessionaire through a group instructional program sponsored by City. City shall be responsible for all registration services with respect to members of the public who wish to avail themselves of group disc golf instructional services offered by Concessionaire. All funds received by City for group disc golf instructional services offered by Concessionaire shall be separately accounted for and shall not be commingled with the fixed monthly fee or the percentage of Concessionaire's monthly gross revenues received by City pursuant to this Agreement. At the end of each calendar quarter, 50% of the total registration fees received by City from group disc golf instructional services provided by Concessionaire shall be paid to Concessionaire. City is entitled to the remaining 50% of total registration fees from group disc golf instructional services provided by Concessionaire.

B. Concessionaire may provide private disc golf instructional services to individuals throughout the term of this Agreement and City will not be entitled to any share of the revenues received by the Concessionaire from providing private individual disc golf instructional services on the Premises.

C. The Concession Fee shall be paid in advance on the first day of each month commencing on the date the term commences and continuing during the term of this Agreement, as payment for the right to provide the disc golf instructional services and to operate the disc golf pro shop on the Premises. Except as otherwise expressly stated in this Agreement, all costs associated with providing disc golf instructional services and installation and operation of the disc golf pro shop on City property shall be at the sole expense of Concessionaire.

D. It is agreed by and between City and Concessionaire that City shall be solely responsible for all costs and expenses associated with providing electricity, water and HVAC to the Premises. Concessionaire shall pay for all other utilities and services for the Premises.

5. OPERATIONS.

Concessionaire agrees that its disc golf pro shop shall be open and operating between the hours of 10:00 a.m. and 5:00 p.m. 6 days per week, except state holidays, tournaments and for such additional times as may be desired by Concessionaire. However, in no event shall the hours of operation extend beyond the hours of operation of Johnson-Springview Park.

Concessionaire has the right, but not the obligation to provide any instructional services, in accordance with the terms herein.

6. ALTERATIONS AND IMPROVEMENTS.

A. Concessionaire may not make any changes, alterations, modifications, or additions to City's existing disc golf facility without the prior written approval of the Director of Parks and Recreation. Any such changes, alterations, modifications, or additions to City's existing disc golf facility shall comply with all zoning and building ordinances and regulations, as well as rules and regulations of the Professional Disc Golf Association. All costs of such changes, alterations, modifications, or additions shall be paid for by Concessionaire.

B. Concessionaire shall perform all of the work and supply all the necessary materials and labor to prepare the Premises for Concessionaire's occupancy and authorized use. Such work includes preparation of plans and specifications, architectural, engineering and design services, acquisition of all permits, equipment, labor and materials associated with the construction of such building improvements (hereinafter "BI").

C. Upon the expiration of the term of this Agreement or any earlier termination thereof, or any renewal thereof, Concessionaire shall surrender to City possession of City's disc golf facilities and City's parking facilities, and the Premises. Concessionaire shall remove its furniture, furnishings, fixtures, and equipment installed by Concessionaire on City property. Any of said property not removed from City property within thirty (30) days after the date of termination shall be considered abandoned and shall

belong to City without the payment of any consideration.

7. MAINTENANCE AND GOOD ORDER.

A. Concessionaire shall at its own cost and expense, during the full term of this Agreement, keep and maintain the Premises in good order and condition to the equivalent standard of maintenance of all other comparable City facilities. However, City shall be responsible for maintenance of the disc golf course, parking lot and other recreational facilities at Johnson-Springview Park.

B. City shall not be obligated to make any repairs made necessary by the negligence of Concessionaire or its agents, servants, licensees or invitees.

C. By entry hereunder, Concessionaire accepts the Premises as being in good and sanitary order, condition and repair and Concessionaire waives the provisions of Section 1941 and Section 1942 of the Civil Code of the State of California.

8. NON-LIABILITY OF CITY FOR DAMAGES AND INDEMNIFICATION OF AGREEMENT.

This Agreement is made upon the express condition that the City is to be free from all liability and claims for damage by reason of any injury to any person or persons, including Concessionaire, its agents and employees, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Concessionaire, its agents and employees, from any cause or causes whatsoever, arising out of Concessionaire's performance of this Agreement, or any extension thereof.

Concessionaire hereby agrees to defend and indemnify City and save City harmless from any and all claims, liability, damages, expenses, causes of action, suites or judgments, together with any and all cost or expenses connected with the investigation or defense thereof, including legal fees incurred in connection with said investigation and defense, by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Concessionaire, or any agent or employee of Concessionaire; (2) any alleged negligent act or omission of Concessionaire, or Concessionaire's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused by City as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of City or its employees.

The indemnification provisions are independent of, and shall not in any way be limited by, Concessionaire's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

9. CONCESSIONAIRE TO PROVIDE INSURANCE.

Concessionaire shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement hereunder by the Concessionaire, its agents, representatives, or employees:

A. **MINIMUM SCOPE AND LIMIT OF INSURANCE**

1. Commercial General Liability (CGL}:
   Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability:
   Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Concessionaire has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no

less than **$1,000,000 per accident** for bodily injury and property damage.

3. Workers' Compensation Insurance:
Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident** for bodily injury or disease.

4. At all times that Concessionaire is providing instructional classes for minors, Concessionaire shall carry coverage for Sexual Abuse or Molestation with limits of $2 million per occurrence or claim, $2 million aggregate.

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

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

4. Waiver of Subrogation:
Concessionaire hereby grants to City a waiver of any right to subrogation which any insurer of said Concessionaire may acquire against the City by virtue of the payment of any loss under such insurance. Concessionaire 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 Concessionaire to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

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

i. The Retroactive Date must be shown and must be before the date of the Agreement 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 Agreement.
iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Concessionaire must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement.

8. Verification of Coverage:
Concessionaire 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 Concessionaire'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:
Concessionaire shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Concessionaire 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.

10. LICENSES AND PERMITS.
Concessionaire shall comply with all licensing requirements of the State of California applicable to Concessionaire's use of the Premises, and Concessionaire shall comply with all federal, state, county and city laws, regulations or ordinances affecting the Premises, the improvements thereon, the conditions existing thereon, and all activities conducted on the Premises, including, without limitation, the obligation of Concessionaire at Concessionaire's expense to alter, repair, maintain and restore the Premises in compliance and conformity with all laws and regulations relating to the condition, use or occupancy of the Premises.

11. TAXES.
Concessionaire shall, at its sole cost and expense, pay any and all taxes for which it is responsible, or which may be assessed against it.

A. Possessory Interest Tax.
Under this Agreement a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to Revenue and Taxation Code section 107.6 that such possessory interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interests. Also, the interest created by this Agreement may be subject to special taxation pursuant to the Mello-Roost Community Facilities Act of 1982 (Government Code section 53311, et seq.), and a party in whom a possessory interest is vested may be subject to the payment of special taxes levied on such interest pursuant to that Act.

B. Right to Contest Taxes.
Concessionaire shall have the right in its own name, or to the extent necessary in City's name, to contest in good faith and by all appropriate proceedings the amount, applicability or validity of any

possessory interest tax assessment pertaining to the disc golf pro shop at Johnson-Springview Park and Concessionaire's operations thereon. In the event Concessionaire initiates such contest, City shall reasonably cooperate with Concessionaire, provided that such contest will not subject any part of City's property to forfeiture or loss.

If at any time, payment of any tax or assessment becomes necessary and Concessionaire has exhausted its remedies with respect to contesting the amount, applicability or validity of any such tax assessment pertaining to the disc golf pro shop facilities at Johnson-Springview Park, Concessionaire shall then timely pay such tax or assessment.

12. DAMAGE TO OR DESTRUCTION OF PREMISES.

In the event of loss or damage to the Premises by fire or any extended coverage insured against by any insurance policy, Concessionaire shall collect the proceeds and shall apply them to the rebuilding, restoring or repair of the damaged or destroyed building to the same general condition in which it existed at the time of the occurrence of said event. If the net proceeds of said insurance are insufficient, Concessionaire may elect to pay any additional funds necessary to complete the repair and restoration of the Premises. If Concessionaire elects not to pay said additional funds, then this Agreement shall terminate. However, City may elect to pay any excess amount required to repair or restore the Premises and thereby continue the terms and conditions of this Agreement in full force and effect.

Concessionaire hereby waives the provisions of Section 1932, subdivision 2 and Section 1933, subdivision 4 of the Civil Code of the State of California.

Concessionaire shall not be liable for the payment of the Concession Fee accruing during the period of time required for the repair or restoration of the Premises if Concessionaire's business cannot be operated during this period. However, if Concessionaire is able to continue to use the Premises after the destruction and during the period of repair and restoration, Concessionaire shall be liable for payment of the Concession Fee as stated herein, subject to negotiation with City.

13. INSPECTION AND FINANCIAL STATEMENTS.

City or its duly authorized representative or agents may enter upon the Premises at any and all reasonable times during the term of this Agreement for the purpose of determining whether Concessionaire is complying with the terms and conditions hereof, and for any other purpose incidental to the rights of City. Upon request from the City Manager, Concessionaire shall deliver to City a financial statement.

14. ASSIGNMENT OR SUBCONTRACTING.

Concessionaire shall have no right, authority or power to sell or assign the concession rights herein granted to any other person, nor shall Concessionaire have any right, authority or power to allow or permit any other person or party to have any interest in this Agreement without the written consent of City. It is the purpose and intent of this Agreement to grant said concession privileges solely to said Concessionaire and neither directly nor indirectly to any other person or party. The assignment, subcontract, sublease or conveyance of said concession rights and obligations to any other person or entity without the prior written consent of City shall be void and, at the option of City, shall terminate this Agreement. No assignment, subcontract or sublease shall relieve Concessionaire of its obligations under the terms of this Agreement. The written consent of City to one assignment, subcontract, sublease, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subcontract, sublease, occupation or use by another person.

15. DEFAULT BY CONCESSIONAIRE.

The occurrence of any of the following shall constitute a default by Concessionaire:

a) Failure to pay the Concession Fee or any other sum due hereunder when due, if the failure continues for a period of thirty (30) days after said payment became due as provided herein.

b) Abandonment or vacation of the Premises (failure to occupy and/or operate the business on said Premises for ten (10) consecutive days) shall be deemed an abandonment and vacation except when caused by acts of God, forces of nature or other causes beyond the control of the Concessionaire.

c) Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been given to Concessionaire.

In the event of any such default, City shall have the following rights and remedies in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

City can continue this Agreement in full force and effect and the Agreement will continue in effect as long as City does not terminate Concessionaire's rights under this Agreement, and City shall have the right to collect the Concession Fee when due. During the period Concessionaire is in default, City can enter the Premises and contract for their use, the improvements and the furniture, furnishings, fixtures, equipment, supplies and other personal property on the Premises, or any part or parts of them with third parties for the account of Concessionaire. Concessionaire shall be liable immediately to City for all costs City incurs in subcontracting for use of the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises, attorneys' fees and like costs. The subcontract can be for a period shorter or longer than the remaining term of this Agreement. Concessionaire shall pay to City on the due date specified herein, all sums required of Concessionaire under this Agreement, plus City's cost of said subcontract, less the Concession Fees City received from said subcontract. No act by City allowed by this Paragraph shall terminate this Agreement unless City notifies Concessionaire that City elects to terminate this Agreement. After Concessionaire's default, and for as long as City does not terminate Concessionaire's right to use the Premises, Concessionaire may assign or subcontract their interest in this Agreement if Concessionaire obtains City's written consent, but Concessionaire shall not be released from liability. City's consent to a proposed assignment or subcontract shall not be unreasonably withheld.

Upon default by Concessionaire as defined herein, City can terminate Concessionaire's right to use the Premises at any time. Upon termination, Concessionaire shall immediately surrender and vacate the Premises, and all improvements, in broom clean condition. City may immediately reenter and take possession of the Premises and all remaining improvements and all furniture, furnishings, fixtures, equipment, supplies and all other personal property owned by Concessionaire in the operation of the business of Concessionaire. Termination under this Paragraph shall not relieve Concessionaire from the payment of any sums then due to City, or for money claimed for damages previously accrued or then accruing against Concessionaire. No act by City, other than giving notice of default to Concessionaire, shall terminate this Agreement. Acts of maintenance or preservation or efforts to subcontract the property, or the appointment of a receiver upon the initiative of the City to protect the City's interest under the Agreement, shall not constitute a termination of Concessionaire's rights under this Agreement.

On termination, City has the right to recover from Concessionaire:

a) The worth at the time of award of the unpaid Concession Fees which had been earned at the time of termination of this Agreement.

b) The worth at the time of award of the amount by which the unpaid Concession Fees which would have been earned after termination until the time of award exceeds the amount of such loss that the Concessionaire proves could have been reasonably avoided.

c) The worth at the time of award of the amount by which the unpaid Concession Fees for the balance of the term after the time of award exceeds the amounts of such loss that Concessionaire proves could be reasonably avoided.

d) Any other amount necessary to compensate City for all the detriment proximately caused by Concessionaire's failure to perform its obligations under the Agreement, or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in subparagraphs (a) and (b) of this Section is to be computed by allowing interest at the rate of five percent (5%) per annum. The "worth

at the time of award" of the amount referred to in subparagraph (c) is to be computed by discounting said amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

16. DEFAULT BY CITY.
The failure of City to perform any of its obligations pursuant to the provisions of this Agreement shall constitute a default by City if Concessionaire notifies City of its failure to perform any of its obligations pursuant to the provisions of this Agreement in writing, and City fails to initiate performance within sixty (60) days after such written notice has been given to City by Concessionaire. In the event of such default by City, Concessionaire shall have the option of terminating this Agreement.

17. HOLDING OVER.
Any holding over after the expiration of the Term, including any Extension Period, with the consent of City, shall be construed to be an extension of the Agreement on a month-to-month basis, cancelable upon thirty (30) days' written notice, and subject to all terms and conditions as existed during the last year of the Term, including any Extension Period. Any holding over after the expiration of the Term, including any Extension Period, without the consent of City, shall be subject to a monthly Concession Fee of One Thousand Two Hundred and 00/100 Dollars ($1,200.00) per month but otherwise on the terms and conditions in this Agreement.

18. LIENS.
Ten (10) days before commencement of any work, improvement or repair which will cost in excess of Two Hundred Fifty Dollars ($250.00), Concessionaire shall notify City in writing of its intention to commence said work. Said notice is to be given for the express purpose of permitting City to post a Notice of Non-responsibility to protect City's interests in the Premises from the attachment of any mechanic's liens.

19. FORCE MAJEURE.
If either party shall be delayed or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated, performance of this act shall be excused for the period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of the delay; provided, however, nothing in this Section shall excuse Concessionaire from the prompt payment of any Concession Fee or other sums required of Concessionaire except as may be provided elsewhere in this Agreement.

20. PARTIAL INVALIDITY.
If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.

21. ATTORNEY'S FEES; LITIGATION COSTS.
If any action at law or in equity is brought to recover any Concession Fees or other sums under this Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

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

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

22. NON-WAIVER.
The failure or omission by City to terminate this Agreement for any violation of its terms, conditions or covenants shall in no way bar, stop or prevent City from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition or covenant. The acceptance of Concession Fees or other sums hereunder shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

23. CONCESSIONAIRE AS INDEPENDENT CONTRACTOR.
The parties hereto agree that at all times during the term of this Agreement, Concessionaire and Concessionaire's employees hired to perform services pursuant to this Agreement are independent contractors for all purposes of this Concessionaire Agreement. Under no circumstances shall Concessionaire or Concessionaire's employees be considered agents or employees of City. Concessionaire acknowledges, therefore, that it and its agents and employees are not entitled to workers' compensation benefits from City should Concessionaire or its agents and employees sustain an injury in the course of performing services specified in this Agreement.

City shall have the right to control Concessionaire only as to the results to be obtained in operation of the disc golf pro shop and provision of group disc golf instructional services at Johnson-Springview Park, but not as to the means of accomplishing such results. Concessionaire shall be solely responsible for and have control over the means, methods, details, techniques and procedures for operation of the disc golf pro shop and provision of disc golf instructional services at Johnson-Springview Park referred to in this Agreement. Concessionaire shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent except as City may specify in writing. Concessionaire shall have no authority, express or implied, pursuant to this Agreement, to bind City to any obligation whatsoever.

24. NEGATION OF PARTNERSHIP.
City shall not become or be deemed a partner or joint venture with Concessionaire by reason of the provisions of this Agreement.

25. AGREEMENT TO BIND SUCCESSORS AND ASSIGNS.
This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

26. SECTION AND PARAGRAPH HEADINGS.
The section and paragraph headings are titles to the sections and paragraphs of this Agreement and are inserted for reference only, and are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

27. COMPLETE AGREEMENT.
This instrument contains all of the agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns.

28. AUTHORITY.
If Concessionaire is a corporation, trust, or general or limited partnership, all individuals executing this Agreement on behalf of that entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity. If Concessionaire is a corporation, trust, or partnership, Concessionaire shall, prior to the execution of this Agreement, deliver to City evidence of that authority and evidence of due formation, all satisfactory to City. If Concessionaire is a partnership, Concessionaire shall furnish City with a copy of Concessionaire's partnership agreement.

29. GOVERNING LAW.
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

30. SERVICE OF NOTICE.
Any notice to or demand upon City or Concessionaire required or permitted to be made under the provisions of

this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

CITY:
City of Rocklin
Parks & Recreation Department
5460 5th Street
Rocklin, CA 95677

CONCESSIONAIRE:
Final 9 Sports
P.O. Box 1295
Orangevale, CA 95662

31. TIME.
Time is of the essence of this Agreement and all that is herein contained.

32. 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.

IN WITNESS WHEREOF, Concessionaire has caused its duly authorized representative for and on its behalf to execute this Agreement, and the City of Rocklin, a municipal corporation, has caused this Agreement to be executed by its City Manager and attested to by its City Clerk under the authority of Resolution No. 2019 -22, adopted by the City Council of the City of Rocklin on the 12th day of February, 2019, and Concessionaire has so executed it.

CONCESSIONAIRE:

Final 9 Sports

By: _____
Bruce Knisley, Owner

Date: _____

CITY:

City of Rocklin, a municipal corporation

By: _____
Aly Zimmermann, City Manager

Date: _____

APPROVED AS TO FORM:
Matthew McOmber
City Attorney

By: _____
Crystal Hodgson, Assistant City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

EXHIBIT A

PREMISES



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: K9 and K9 Handler Training Services Contract - Amendment No. 1

Date: May 13, 2025

Submitted By: Chad Morris, Captain
Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Contract for Services with D-TAC K9, LLC.

Background:
The City of Rocklin Police Department utilizes Police Canines (K9) when appropriate. Each K9 and K9 Handler must complete extensive 240-hour Basic K9/Handler Training; in addition, each K9 must complete 20 hours of training monthly to maintain proficiency in basic patrol and/or detection skills. Some K9s and K9 Handlers participate in additional specialized training including but not limited to scent detection or tactical obedience training exercises.

The City has a current Agreement with D-TAC K9, LLC for K9 and K9 Handler monthly training services. This agreement is valid through June 30, 2025, with a total compensation amount not-to-exceed $25,000.

In January of this year, the Police Department acquired a new K9 police service dog, “Blue”. Both the K9 and K9 Handler were required to attend and complete the K9 and K9 Basic Handler Training per Peace Officer Standards and Training (POST) and the City of Rocklin Police Department’s Policies and Procedures.

The current Agreement does not include Basic Handler Training or other trainings other than monthly maintenance training in the Scope of Work. However, in February and March of this year, D-TAC K9, LLC, provided the Basic Handler Training course to Blue and his handler, so the City could remain in compliance with POST standards with respect to the timing of the training. Therefore, staff recommends the City Council approve an amendment to the Agreement, in part to add the Basic Handler Training course, for a fee of $7,500, which amendment would retroactively apply to the Basic Handler Training Services rendered by D-TAC K9, LLC, so that the City can pay those costs incurred.

In addition to adding the Basic Handler Training Class to the Scope of Work of the Agreement, Amendment No. 1 extends the Scope of Work to include a Narcotic/Odor Detection Class

(four-week course designed as a building block to the Basic Handler Class, Pending dates) and other trainings offered by the Contractor that can be scheduled at the City's request and subject to Contractor's availability; to extend the term of the agreement by three additional years, through June 30, 2028; and to increase the total contract award not-to-exceed amount to $85,000.

The proposed Resolution (Attachment 1) also authorizes the City Manager to approve and execute one amendment each year the Agreement is in effect to increase the not-to-exceed amount of the Agreement by up to $10,000 annually. If the City Manager authorizes these increases each of the three years, the total not-to-exceed amount could be increased up to $115,000, for all the K9 and K9 Handler trainings conducted under the Agreement.

Fiscal Impact:
There is no additional fiscal impact, as sufficient funds are available in the Fiscal Year 2024/25 Operating Budget within the General Fund (Fund 100). Any additional funding needed in future fiscal years will be appropriated, provided sufficient funds are available in the adopted budgets for the applicable fiscal years.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Amendment No. 1 to Agreement with D-TAC K9 LLC

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE CONTRACT FOR SERVICES WITH D-TAC K9, LLC

WHEREAS, on or about October 18, 2023, the City entered into an agreement for K9 and K9 Handler monthly training services with D-TAC K9, LLC (the "Agreement"); and

WHEREAS, the term of the Agreement is from July 1, 2023 to June 30, 2025, for services not to exceed $25,000; and

WHEREAS, on or about January 18, 2025 the Police Department acquired a new K9 police service dog, "Blue", which was required to attend and complete the K9 and K9 Basic Handler Training and additional specialized training as needed; and

WHEREAS, D-TAC K9, LLC, over a few weeks in February and March, provided the Basic Handler Training to the City at a cost of $7,500, which is not yet included in the Scope of Work of the Agreement, so an amendment must be approved and ratified to authorize addition of this service to the Scope of Work and payment of the costs of this training service; and

WHEREAS, additionally, the City and D-TAC K9, LLC desire to amend the Agreement to extend the Scope of Work to include (in addition to the Basic Handler Training) a Narcotic/Odor Detection Class (four-week course designed as a building block to the Basic Handler Class), and various other trainings offered by the Contractor; to increase the total compensation not-to-exceed amount to $85,000; to extend the term of the agreement to June 30, 2028; and to authorize the City Manager to execute up to three subsequent amendments to increase the not to exceed amount $10,000 annually; and

WHEREAS, there is no additional fiscal impact, as sufficient funds are available in the FY 2024/25 Operating Budget within the General Fund (Fund 100). Any additional funding needed in future fiscal years will be appropriated, provided sufficient funds are available in the adopted budgets for the applicable fiscal years.

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

Section 1. Amendment No. 1 to the Contract for Services with D-TAC K9, LLC. is approved and the City Manager is authorized to execute Amendment No. 1 in substantially the form attached hereto as Exhibit "A."

Section 2. The City Council authorizes the City Manager to approve and execute one subsequent amendment to the Agreement per year the contract is in effect, to increase compensation to an amount of up to $10,000 annually, so that the total do not exceed amount of the compensation under the amended Agreement does not exceed $115,000.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

Jill Gayaldo, Mayor

ATTEST:

Avinta Singh, City Clerk

AMENDMENT NO. 1
TO CONTRACT FOR SERVICES BETWEEN
THE CITY OF ROCKLIN AND D-TAC K9, LLC

This Amendment is entered into on May 13, 2025, by and between the City of Rocklin, a municipal corporation ("City") and **D-TAC K9, LLC** ("Contractor") who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Contract for Services dated July 1, 2023, for police service dog training (hereafter "Agreement"); and

WHEREAS, the Contractor performs monthly police service dog training for canines that have already been on-boarded to the City of Rocklin's Police Department, which training is charged at a monthly rate of $400 per month, per K9 and handler, for a total not-to-exceed amount of $25,000; and

WHEREAS, since the Agreement was executed, the City acquired a new police service dog and the canine and its handler were required to attend a Basic Handler Class prior to deployment for field work; and

WHEREAS, Contractor offers a Basic Handler Class training for a flat rate of $7,500 and provided this additional service to the City from February 4-March 14, 2025, so staff requests that the City Council approve this amendment to add additional services at additional costs for an extended term until June 30, 2025, and to ratify the retroactivity of the contract to cover these services performed by the Consultant in February and March 2025; and

WHEREAS, Contractor offers other trainings for police officers and their canines, including a four-week Narcotic/Odor Detection Class course that the City needs for one or more police officers and their canines to comply with all state and other regulations and best practices;

WHEREAS, the current Agreement for Services is scheduled to expire on June 30, 2025, and the Contractor and City desire to amend the current Agreement to allow for the Contractor to continue to provide K9 and handler training services to the City for three additional years.

WHEREAS, compensation for the additional trainings proposed to be added to the Scope of Work over the additional three (3) years added to the term of the current Agreement are estimated to cost additional $60,000, and therefore, the Parties desires to Amendment the not to exceed amount due under the Agreement to a total of $85,000; and

AGREEMENT

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

1. Section 2 "Compensation", subsection "A" shall be amended to change the total compensation amount from Twenty-Five Thousand Dollars ($25,000) to Eighty-

Five Thousand Dollars ($85,000).

2. Exhibit A “Scope of Work” shall be deleted and replaced with the Exhibit A “Amended Scope of Work” attached hereto. read as follows:

3. Exhibit B Schedule of Performance shall be amended to add the following: " The Narcotic/Odor Detection Class shall be completed within six weeks of City’s request for the Contractor to conduct the class. Other training will be completed in accordance with a request from the Chief of Police.”

4. Exhibit C “Schedule of Fees” shall be amended to delete the first sentence of the text and replace it with the following:

5. “The City shall compensate Contractor at the rates sets forth below:

SERVICE	**COST**
Basic Patrol Handler Course (240 hours)	$7,500 per dog/handler team
Basic Detection Handler Course (160 hours)	$4,500 per dog/handler team
*Includes narcotics and/or firearm detection	
Basic EOD Handler Course (240 hours)	$6,500 per dog/handler team
Patrol dog prospect	$15,500
Detection dog prospect (Narcotics/EOD)	$12,500
Police K9 Decoy Course (16 hours)	
Other training services available on an hourly basis from the Consultant with prior approval of the City	$65/ hour
Monthly Maintenance Training	$450 per dog/handler team per month

Total compensation under this Agreement shall not exceed $85,000.”

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.

SIGNATURES ON NEXT PAGE

CONTRACTOR

By: _____
Gregg Tawney, Owner

CITY

By: _____
Aly Zimmermann, City Manager

APPROVED AS TO FORM:
Matthew McOmber, City Attorney

By:
_____
Crystal Hodgson, Assistant City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

EXHIBIT A
AMENDED SCOPE OF WORK

1. Consultant shall provide the Rocklin Police Department (RPD) with in-service training and evaluation of the RPD canine program, on both a scheduled and as needed basis.
2. Consultant shall provide the below services to RPD's Canine Unit. Services shall include, but are not limited to the following:
    a. Consultant shall provide in-service training and evaluation of the RPD Canine Unit on the second and fourth Wednesday each month to create uniformity and consistency across the Canine Unit for both the canines and their handlers.
        i. Training and evaluations times on the first and second Tuesday of each month will vary and shall include:
            1. An eight (8) hour patrol training session.
            2. Firearms and narcotics detection training for a minimum of four (4) hours per month on the scheduled eight (8) hour training days.
            3. Obedience, agility, protection, tracking, scent detection, tactical deployment, and current tactical officer-safety canine handling techniques.
            4. A professional decoy, provided by the Consultant.
            5. On-going training and evaluation of the canines and their handlers and written documentation of time, date, location, name of officer/canine team, and any issues identified during training that will require additional training.
                a. The written documentation shall be submitted to the Canine Unit supervisor and Consultant shall communicate with the Canine Unit supervisor regarding all concerns or deficiencies as soon as they are identified.
            6. Problem solving solutions regarding any behavioral patterns or problems that may arise with the officers/canine teams during training and evaluation.
    b. Consultant shall provide a beginner canine handler course for newly assigned RPD canine handlers. The beginner course shall be held within 50 miles of the City of Rocklin. The course shall include a minimum of 240 hours of training with the handler and the canine. At the conclusion of the course, the canine handler team shall meet the minimum standard set by the RPD and the CA Peace Officer Standards and Training ("POST") standard.

1. Consultant shall provide Canine Unit supervisor with written documentation of time, date, location, name off officer/canine team and training covered as well as any issues identified throughout the beginner canine handler course.

c. Consultant shall provide training at RPD's canine training facility located at 3970 Rocklin Road, Rocklin, CA 95677, and various other training locations as requested by the RPD Canine Unit. Trainings shall take place in the City of Rocklin, unless agreed upon by both Consultant and the Canine Unit supervisor.
d. Consultant shall arrange for annual POST certification for each canine and shall provide the certification to the Canine Unit supervisor.
e. Consultant shall assist with the selection of canines purchased by the RPD.
f. Consultant shall keep the RPD Canine Unit supervisor informed of the status and progress of the RPD Canine Unit on a monthly and as needed basis.
g. Consultant shall provide additional training, outside of regularly scheduled training, within one (1) month of request by the Canine Unit supervisor.
h. Consultant shall offer Expert Witness testimony to the City of Rocklin.
1. Consultant shall allow RPD Canine Unit to attend additional trainings hosted by Consultant in the Sacramento region, at no additional cost to the City.

3. Consultant shall maintain a California Class C Driver's License.
4. Consultant shall maintain a POST Certified Instructor Certificate.
5. Consultant shall maintain a POST Canine Evaluator Certificate.
6. Gregg Tawney shall be the primary trainer at all training sessions.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Approving the Fiscal Year 2025/26 Engineer's Reports

Date: May 13, 2025

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

Department: Administrative Services - Finance

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Fiscal Year 2025/26 Engineer's Report for the Levy of the Annual Assessment for Lighting Maintenance District No. 1.
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Its Intention to Levy and Collect Annual Assessments for Lighting Maintenance District No. 1 and Setting a Time and Place for Public Hearing Thereon.
C. Adopt a Resolution of the City Council of the City of Rocklin Approving the Fiscal Year 2025/26 Engineer's Report for the Levy of the Annual Assessment for Landscape and Lighting Maintenance District No. 2.
D. Adopt a Resolution of the City Council of the City of Rocklin Declaring its Intention to Levy and Collect Annual Assessments for Landscape and Lighting Maintenance District No. 2 and Setting a Time and Place for Public Hearing Thereon.

Background:

In accordance with the California Streets and Highways Code, Division 15, Part 2, section 22500 et seq. (the Landscaping and Lighting Act of 1972), the City of Rocklin formed two maintenance districts. On August 6, 1979, Lighting Maintenance District No. 1 (LMD No. 1), was formed for the purposes of maintaining street lights and safety lighting located within the district boundaries. A map of LMD No. 1 district boundaries can be found on page 8 of the LMD No. 1 Engineer's Report (Attachment 2). On November 19, 1984, Landscape and Lighting Maintenance District No. 2 (LLMD No. 2) was formed for the purposes of maintaining street lights and safety lighting, and the maintenance of roadway landscaping located within the district boundaries. A map of LLMD No. 2 district boundaries can be found on page 14 of the LLMD No. 2 Engineer's Report (Attachment 5).

The Landscaping and Lighting Act of 1972 (the Act), identifies the process required to annually levy and collect assessments to meet the needs of the maintenance districts. The Act requires an Engineer's Report to be prepared each year assessments are to be levied and collected. The report is to contain plans and specifications regarding improvements to be maintained, an estimated cost for maintaining the improvements, a diagram of the proposed assessment area

and an assessment of the estimated costs. On February 25, 2025 the City Council ordered the preparation on the Engineer's Reports for LMD No. 1 and LLMD No. 2.

Pursuant to the Act, upon completion of the reports, in order for the City to levy and collect assessments for Fiscal Year (FY) 2025/26 to pay for the cost of maintaining street lights and safety lighting in LMD No. 1 and street lights, safety lighting, and roadway landscaping in LLMD No. 2, the City Council must approve or modify and approve the completed Engineer's Reports, declare an intent to levy and collect assessments, and set a public hearing.

For areas within the districts created before the 1996/97 tax year, Proposition 218 requires any modification of assessment rates or methodologies to be brought to the voters. The maximum allowable tax for these districts have not changed since the 1996/97 tax year. The maximum tax for areas annexed into LLMD No. 2 after the 1996/97 tax year are based on a base year rate equivalent to the first year's actual utility and maintenance costs, increased by an annual 4% inflationary factor.

For FY 2025/26, budgeted expenses for the LMD No. 1 will equal budgeted assessment revenue. The Engineer's Report (Attachment 2) shows that based on the budgeted needs of LMD No. 1 and depending on location, LMD No. 1's assessment for FY 2025/26 will be between $11.05 and $125.15 for a single-family residential parcel.

For FY 2025/26, budgeted expenses for the LLMD No. 2 exceed budgeted tax revenue by $314,300 due to increases in operating expenses. Reserves will cover the shortfall. The Engineer's Report (Attachment 5) shows that based on the budgeted needs of LLMD No. 2 and depending on location, LLMD No. 2's assessment for FY 2025/26 will be between $5 and $1,585.11.

City Council adoption of the attached resolutions will allow the City to levy and collect assessments for FY 2025/26 to pay the maintenance costs for LMD No. 1 and LLMD No. 2. Staff recommends the City Council set June 10, 2025, as the date for a public hearing regarding these assessments.

Fiscal Impact:
The total LMD No. 1 assessment revenue for FY 2025/26 is approximately $251,800. The budget is equal to the assessments for FY 2025/26.

The total LLMD No. 2 assessment revenue for FY 2025/26 is approximately $2,830,600. Based on the budget, this level of funding will leave LLMD No. 2 with a deficit of $314,300 for FY 2025/26. The deficit will be covered by the existing fund balance.

ATTACHMENTS:
1. Resolution A - Approving LMD No. 1 Engineer's Report
2. Resolution A Exhibit A - LMD No. 1 Engineer's Report
3. Resolution B - Setting Public Hearing LMD No. 1
4. Resolution C - Approving LLMD No. 2 Engineer's Report
5. Resolution C Exhibit A - LLMD No. 2 Engineer's Report
6. Resolution D - Setting Public Hearing LLMD No. 2

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE FISCAL YEAR 2025/26 ENGINEER'S REPORT
FOR THE LEVY OF THE ANNUAL ASSESSMENT FOR
LIGHTING MAINTENANCE DISTRICT NO. 1

WHEREAS, pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council did, by Resolution 2025-030, order the preparation of an Engineer's Report consisting of plans and specifications, estimate of cost, a diagram of the Maintenance District, and assessment spread relating to Lighting Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

WHEREAS, said "Report" has been presented to this City Council as required by the Act and as previously directed by resolution; and

WHEREAS, this City Council has now examined and reviewed the "Report", as presented, and is satisfied with each and all of the items and documents as set forth therein and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed as set forth in said "Report".

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

Section 1. That the above recitals are all true and correct.

Section 2. That the "Report", as presented, consisting of the following:

1. Plans and Specifications;
2. Estimate of Cost;
3. Diagram of the Maintenance District; and
4. Assessment of the Estimated Cost

is hereby approved and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open for public inspection.

Section 3. That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Engineer's Report attached hereto as Exhibit A and incorporated by reference herein.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

City of Rocklin

Engineer's Report

Lighting Maintenance District No. 1

FISCAL YEAR 2025/2026

Intent Meeting: May 13, 2025
Public Hearing: June 10, 2025

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com

TABLE OF CONTENTS

TABLE OF CONTENTS 1

I. OVERVIEW 2

A. BACKGROUND 2

II. PLANS AND SPECIFICATIONS 2

III. ESTIMATE OF COST 2

IV. METHOD OF APPORTIONMENT 3

A. ASSESSMENT OF THE ESTIMATED COSTS 3

V. ASSESSMENT DIAGRAM 6

VI. ASSESSMENT ROLL 7

I. OVERVIEW

A. BACKGROUND

The City of Rocklin Lighting Maintenance District No. 1 ("the District") was formed for the purpose of maintaining streetlights and safety lighting located within the District. The 2025/2026 Engineer's Report for the District is submitted pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), and in accordance with the provisions of Chapter 1, Article 4, commencing with Section 22565, of the Act.

The 2025/2026 Engineer's Report consists of the following:

1. Plans and specifications of the improvements to be maintained.
2. An estimate of the costs for maintaining the improvements for the 2025/2026 Fiscal Year.
3. An assessment of the estimated costs for the maintenance work for the 2025/2026 Fiscal Year.
4. A diagram of the area proposed to be assessed.
5. An assessment roll for the 2025/2026 Fiscal Year.

II. PLANS AND SPECIFICATIONS

The District was formed to maintain all "Improvements" within the District; which consist of street lighting and safety lighting in the District. The total number of streetlights to be maintained in 2025/2026 will be 1,632.

Safety lighting to be maintained consists of traffic signals and flashing yellow safety lights. There are twenty (20) traffic signals, three (3) flashing beacons, ten (10) speed radar signs, nine (9) blinker signs and thirty-four (34) rectangular flashing beacons to be maintained in the District during Fiscal Year 2025/2026.

III. ESTIMATE OF COST

The City's budget for the District is shown below and details the estimated costs for Fiscal Year 2025/2026 as available at the time of preparation of this report.

The total cost of operating the District in 2025/2026 is as follows:

Estimated Street Lighting Costs	$228,900
Administrative Overhead	22,900
Total Costs	**$251,800**
Total Assessments [(1)]	**$251,800**

[(1)] Slight variance from Total Assessment in Table A of Section IV. Due to rounding.

The estimated cost of street lighting is based on the following assumptions:

1. Projected rates from PG&E; and
2. Updates to the street light inventory.

IV. METHOD OF APPORTIONMENT

A. ASSESSMENT OF THE ESTIMATED COSTS

The formula detailed below was used during the 1996/1997 assessment proceedings. In compliance with Proposition 218, the city will levy the 2025/2026 assessments using the methodology and data used in the previous year. There is no change in the assessment methodology.

The annual levy by Zone of Benefit for 2025/2026 is shown in Table A (page 6 of this report).

The annual assessment for lighting maintenance is calculated using the following formula:

Annual Assessment = I + J + K + L + M

Where,
I = Street Lighting Maintenance Assessment
J = Administrative Overhead
K= Miscellaneous Energy Assessment
L= 1996-1997 Fixed Adjustment
M= Cost of Public Notification

The formula for the Street Lighting Maintenance Assessment is as follows:

1996/1997 estimated energy costs for street lighting minus the difference between the 1995/1996 estimated and actual costs for street lighting energy, divided by the total number of assessable units per zone.

The Administrative Overhead is a flat $5.74 per parcel. This amount is 15% of the total cost of maintenance, divided by the total number of assessable units in the District as of 1996/1997.

The formula is as follows:

(Street Light Costs + Traffic Safety Light Costs + Reserve Capitalization)*.15/Total Assessable Units

The Miscellaneous Energy Assessment is calculated using the following formula, where the letter represents the column in the table:

Miscellaneous Energy Assessment=Total Estimated Costs/Total District EDUs

Equivalent Dwelling Units (EDUs) are assigned to each land use, as shown in the table below, based on the criteria assigned in a particular category. The total number of EDUs for the District is divided into the total cost of "Miscellaneous Energy", deriving a "per EDU" assessment.

EDU Assignments:

Land Use Category	Land Use	Unit	EDU per Unit
Residential	Single Family	DU	1.00
	Multi-Family	DU	0.63
	Mobile Home Park	DU	0.56
	Retirement	DU	0.28
Hotel / Motel		Room	0.69
Office		1,000 SF	1.75
Retail			
Low	Mini-Storage	1,000 SF	0.14
	Lumber Yard	1,000 SF	0.40
	Hardware	1,000 SF	0.59
	Auto Dealer	1,000 SF	0.95
Medium	Neighborhood	1,000 SF	1.38
	Regional Center	1,000 SF	1.66
	Supermarket	1,000 SF	1.69
	Specialty	1,000 SF	2.05
High	Restaurant	1,000 SF	3.02
	Convenient Market	1,000 SF	3.49
	Discount Club	1,000 SF	4.36
	Coffee Shop	1,000 SF	4.66
	Fast Food	1,000 SF	6.11
	Banks	1,000 SF	7.86
	Gas Station	Station	1.88
Industrial	Light Industrial	1,000 SF	0.92
	Heavy Industrial	1,000 SF	0.70
	Warehouse	1,000 SF	0.69
Golf Courses		Hole	4.27

The EDU assignments for parcels designated as other than single family residential, or vacant or undeveloped land can be found in the above table.

The 1996/1997 fixed adjustment was calculated using the following formula:

((Total Costs Per Zone/120,822)*15,000)/Total Parcels Per Zone *

*Fixed Adjustment per 1996/1997 calculation. This adjustment was derived by using a formula that allocates the 1996/1997 deficit reduction costs ($15,000) back to each zone of benefit based on the percentage of 1996/1997 lighting costs ($120,822) of the zone of benefit as compared to the District.

TABLE A
ANNUAL LEVY BY ZONE OF BENEFIT – 2025/2026
Lighting Maintenance District No. 1

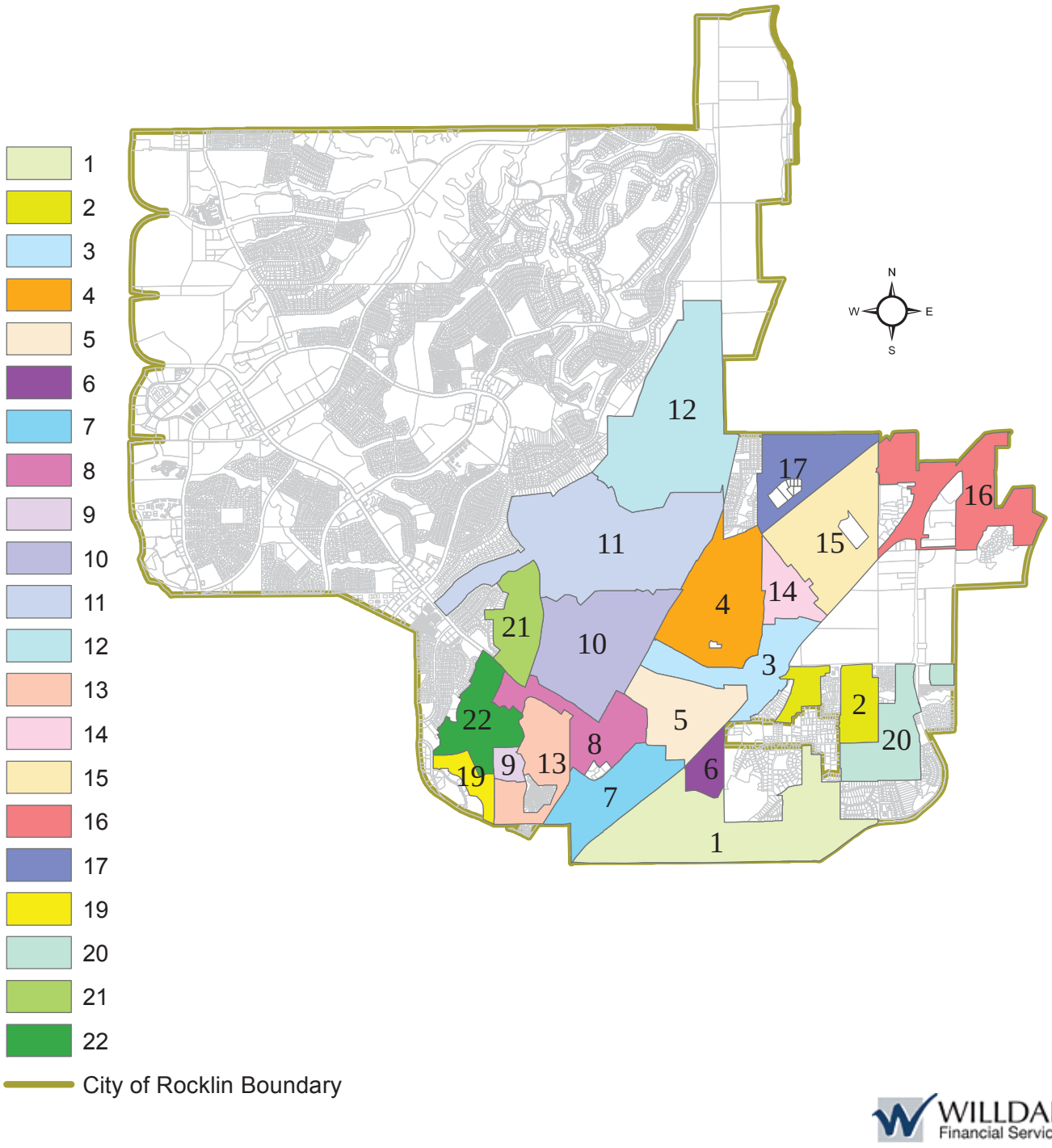
Zone	Total Levied Parcels	High Density EDU	High Density Assessment	EDU	Applied Assessment Rate ($)	Assessment ($)	Max Assessment Rate ($)	Total Assessment ($) [1]
1	408	0.00	0.00	408.00	$11.04	$4,504.32	$11.05	$4,504.32
2	169	39.17	440.08	164.00	$40.44	6,632.16	$40.44	7,072.24
3	131	857.11	9,528.80	63.00	$40.58	2,556.54	$40.58	12,085.34
4	520	301.62	4,312.90	455.00	$40.58	18,463.90	$40.58	22,776.80
5	101	335.95	7,364.98	80.00	$40.58	3,246.40	$40.58	10,611.38
6	75	0.00	0	75.00	$35.10	2,632.50	$35.11	2,632.50
7	460	238.87	3,218.78	409.00	$36.86	15,075.74	$36.86	18,294.52
8	103	557.66	7,281.26	74.76	$125.14	9,355.70	$125.15	16,636.96
9	24	0.00	0	24.00	$58.26	1,398.24	$58.27	1,398.24
10	457	89.21	960.72	441.00	$26.54	11,704.14	$26.54	12,664.86
11	910	18.00	385.20	901.00	$35.84	32,291.84	$35.85	32,677.04
12	392	6.17	55.58	391.00	$55.58	21,731.78	$55.59	21,787.36
13	438	255.26	2,283.34	427.00	$32.26	13,775.02	$32.27	16,058.36
14	133	281.33	3,177.76	106.00	$52.12	5,524.72	$52.12	8,702.48
15	66	990.87	8,316.92	14.00	$34.96	489.44	$34.97	8,806.36
16	15	106.46	887.62	13.03	$31.38	409.02	$31.38	1,296.64
17	35	410.46	3,100.94	10.00	$20.90	209.00	$20.90	3,309.94
19	73	0.00	0	73.00	$33.68	2,458.64	$33.69	2,458.64
20	292	310.69	2,396.12	286.00	$46.00	13,156.00	$46.00	15,552.12
21	279	4.73	45.60	278.00	$45.60	12,676.80	$45.61	12,722.40
22	598	2.94	33.10	597.00	$33.10	19,760.70	$33.11	19,793.80
Total	**5,679**	**4,806.50**	**53,789.70**	**5,289.80**		**$198,052.60**		**$251,842.30**

[1] Slight Variance from Total Assessment in City's Budget in Section III. due to rounding.

V. ASSESSMENT DIAGRAM

The Assessment Diagram for the District is shown below and it contains the zones of benefit for the District.

City of Rocklin
Lighting Maintenance District No. 1



WILLDAN Financial Services

VI. ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2025/2026 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Placer. The Preliminary Assessment Roll is provided as part of this report and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Placer and these records are, by reference, made part of this Report.

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR LIGHTING MAINTENANCE DISTRICT NO. 1 AND SETTING A TIME AND PLACE FOR PUBLIC HEARING THEREON

WHEREAS, pursuant to Division 15, Part 2 of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin has formed a Maintenance District that is known and designated as Lighting Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

WHEREAS, there has been presented and approved by the City Council of the City of Rocklin the Engineer's Report on the levy of the annual assessment for fiscal year (FY) 2025/26, as required by the Act.

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

Section 1. The above recitals are all true and correct.

Section 2. The public interest and convenience require, and it is the intention of this City Council to levy and collect annual assessments for the continual maintenance of street lighting and traffic signals for FY 2025/26, all to serve and benefit the Maintenance District as said area is shown and delineated on a map approved by this City Council and which is on file in the office of the City Clerk, and open to public inspection. The map so referenced is hereby incorporated herein.

Section 3. The proposed maintenance work within the area to be assessed shall be for certain existing street lighting and traffic signal improvements. No new improvements or substantial changes to existing improvements are proposed.

Section 4. Reference is made to the Engineer's Report on file with the City Clerk and open to public inspection for a full and detailed description of the boundaries of the assessment District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

Section 5. Neither the amount of the proposed assessment nor the approved methodologies for calculating the assessment for each parcel is proposed to be increased from the 2024/25 fiscal year.

Section 6. Any lots or parcels of land owned by a federal or state governmental agency or other local agency shall not be subject to assessment.

Section 7. NOTICE IS HEREBY GIVEN that Tuesday, June 10, 2025, at the hour of 6:00 p.m.**,** in the City of Rocklin City Council Chambers, 3970 Rocklin Road, Rocklin, California, being the regular meeting place of said City Council, is the time and place fixed by this City Council for the public hearing for the hearing of protests or objections in reference to the levy of the proposed assessment, and any other matters contained in this resolution. Any person who wishes to object to the levy of assessments for street lighting may appear.

Section 8. The City Clerk is hereby directed to publish a Notice of Public Hearing in the Placer Herald, a newspaper of general circulation in said City, not less than ten (10) days before the date of said public hearing.

Section 9. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person and the local agency or department so designated:

Megan Bressem
Management Analyst
City of Rocklin
3970 Rocklin Road
Rocklin, California 95677
Phone: (916) 625-5029

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE FISCAL YEAR 2025/26 ENGINEER'S REPORT
FOR THE LEVY OF THE ANNUAL ASSESSMENT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2

WHEREAS, pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council did, by Resolution 2025-031, order the preparation of an Engineer's Report consisting of plans and specifications, estimate of cost, a diagram of the Maintenance District, and assessment spread relating to Landscape and Lighting Maintenance District No. 2 (hereinafter referred to as the "Maintenance District"); and

WHEREAS, said "Report" has been presented to this City Council as required by the Act and as previously directed by resolution; and

WHEREAS, this City Council has now carefully examined and reviewed the "Report", as presented, and is satisfied with each and all of the items and documents as set forth therein and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed as set forth in said "Report".

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

Section 1. That the above recitals are all true and correct.

Section 2. That the "Report", as presented, consisting of the following:

A. Plans and Specifications;
B. Estimate of Cost;
C. Diagrams of the Maintenance District; and
D. Assessment of the Estimated Cost

is hereby approved and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open for public inspection.

Section 3. That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Engineer's Report, attached hereto as Exhibit A and incorporated by reference herein.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

City of Rocklin

Engineer's Report

Landscape and Lighting Maintenance District No. 2

FISCAL YEAR 2025/2026

Intent Meeting: May 13, 2025
Public Hearing: June 10, 2025

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com

TABLE OF CONTENTS

TABLE OF CONTENTS 1

I. OVERVIEW 2

A. BACKGROUND 2

II. PLANS AND SPECIFICATIONS 2

III. ESTIMATE OF COST 3

IV. METHOD OF APPORTIONMENT 4

A. ASSESSMENT OF THE ESTIMATED COSTS 4

B. ASSESSMENT RATES 7

V. ASSESSMENT DIAGRAM 12

VI. ASSESSMENT ROLL 13

I. OVERVIEW

A. BACKGROUND

The City of Rocklin Landscaping and Lighting Maintenance District No. 2 ("the District") was formed for the purpose of maintaining streetlights, safety lighting, and all related costs of maintenance of roadway landscaping located within the District. The 2025/2026 Engineer's Report for the District is submitted for review pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), and in accordance with the provisions of Chapter 1, Article 4, commencing with Section 22565, of the Act.

The 2025/2026 Engineer's Report consists of the following:

1. Plans and specifications of the improvements to be maintained.
2. An estimate of the costs for maintaining the improvements for the 2025/2026 Fiscal Year.
3. An assessment of the estimated costs for the maintenance work for the 2025/2026 Fiscal Year.
4. A diagram of the area proposed to be assessed.
5. An assessment roll for the 2025/2026 Fiscal Year.

II. PLANS AND SPECIFICATIONS

The District was formed to maintain all "Improvements" within the District, which consist of street lighting, safety lighting, and all related costs for the maintenance of roadway landscaping in the District. The total number of streetlights to be maintained in 2025/2026 will be 2,924.

Safety lighting to be maintained consists of traffic signals and flashing yellow safety lights. There are fifty-two (52) traffic signals, three (3) flashing beacons, four (4) speed radar signs and eighteen (18) blinker signs to be maintained in the District during 2025/2026.

Landscaping maintenance costs consist of labor, materials, water, electric (for landscape water meters), contract and professional services, and equipment associated with the maintenance of landscaping. The cost of operating irrigation timers for roadway landscaping is also included in this category of expense. There are one hundred fifty-four (154) irrigation controllers. Maintenance costs will be allocated to the "benefit zones" of the District based on the level of maintenance required by each zone.

III. ESTIMATE OF COST

The City's budget for the District shown below details the estimated costs for Fiscal Year 2025/2026, as available at the time of preparation of this report.

Estimated Landscape Maintenance Costs	$1,396,700
Estimated Signals and Lights Costs	1,258,700
Estimated Administrative Overhead	461,200
County Collection Fee	28,300
Total Costs	**$3,144,900**
Reserve Contribution	(314,271)
Total Assessments*	**$2,830,629**

* Levy will be slightly less than the budgeted amount due to the rounding of parcels to the nearest even penny in order to be placed on the Secured Roll.

Details of total costs:

Labor/Benefits	$844,300
Materials/supplies	125,500
Utilities	402,900
Services	661,400
Communications	611,700
Travel, Training	7,500
Fleet Services	122,200
Repair and Maintenance	287,000
Rentals	7,000
Collection Fees	28,300
Equipment	5,000
Miscellaneous	500
Administrative Overhead	41,600
[1] **Total**	**$3,144,900**

Proposed maintenance includes:
Replacement/repair of existing landscape, walls, and fences.

[1] Costs exceed expenses due to an increase in operating expenses. This expense will be paid from District reserves.

IV. METHOD OF APPORTIONMENT

A. ASSESSMENT OF THE ESTIMATED COSTS

Assessments are listed by Zone of Benefit in the attached Table A. All assessments were created by the calculations described below in June of 1996, except in Zones of Benefit 42 through Zone of Benefit 86. Zones of Benefit 42-54 and 56-86 were established by resolution following a landowner election. Zone of Benefit 55 was established at the time of annexation into the City in accordance with Local Agency Formation Commission findings. All zones have been assigned a base year assessment, and zones 42 through 86 are adjusted annually by 4 percent to reflect inflationary increases.

Unit Assignment Tables

For all "planned" parcels located in zones 24, 32, 33, 34, 35, and 36 (Stanford Ranch), and for developed commercial and multi-family parcels located in zones 23, 30, 52, 54, and 56 an Equivalent Dwelling Unit (EDU) total has been assigned to each parcel. An EDU is defined for taxing purposes as a single-family detached house on a single lot. The standard EDU is based on an average density of 5.3 single-family units per acre for an approved final large lot subdivision map. All other uses are compared to the single-family dwelling unit in establishing the number of taxable units assigned to a parcel of land.

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Condominium	1.0	per unit
Duplex, Triplex	0.8	per unit
Multi-Family	10.0	per acre
Developed Non-Residential		
Business/Professional	10.0	per acre
Commercial	10.0	per acre
Industrial	6.0	per acre
Undeveloped Parcels	5.3	per acre

For parcels located in zone 58 and zone 67, the following EDU factors have been designated and only those parcels within these two zones that are in their final map phase prior to June 30th of the current year are subject to the upcoming fiscal year's assessment.

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Multi-Family Residential	0.63	per unit
Developed Non-Residential		
Business/Professional	5.3	per acre
Commercial	5.3	per acre

For parcels located in zones 59 through 86 the following EDU factors have been designated for each land use:

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Multi-Family Residential	0.63	per unit
Developed Non-Residential		
Business/Professional	5.3	per acre
Commercial	5.3	per acre
Undeveloped Non-Residential		
Commercial	5.3	per acre

Zone 55

For all parcels located in the Atherton Tech Center/Herman Miller Property (zone 55), an Equivalent Taxing Unit (ETU) total has been assigned to each parcel. An ETU is defined for taxing purposes as a Final Use Parcel. A Final Use Parcel is a parcel that has been subdivided to its final lot size. Parcels not determined to be Final Use Parcels are assigned an ETU factor based upon estimated future development. The Herman Miller property (now owned by William Jessup University) was determined to have an ETU assignment of 28 ETUs.

Zones of Benefit 23 through 41

Assessments in Zones of Benefit 23 through 41 were calculated as detailed below.

The annual assessment for landscaping and lighting is calculated using the following formula:

Annual Assessment = I + J + K + L + M

Where,

I = Street Lighting Maintenance Assessment
J = Administrative Overhead
K = Traffic Safety Lighting Assessment
L = Landscape Maintenance Assessment
M = Cost of Notification

The formula for the Street Lighting Maintenance Assessment is as follows:

(G-(D-E))/C

Where,
G = 1996-1997 Estimated Street Light Maintenance Costs
D = 1995-1996 Estimated Street Light Maintenance Costs
E = 1995-1996 Actual Street Light Maintenance Costs
C = Number of assessable Equivalent Dwelling Units assigned in the benefit zone

The Administrative Overhead of $3.33 per Equivalent Dwelling Unit represents 15% of the total 1996-1997 lighting maintenance costs for District 1, divided evenly by the number of assessable 1996-1997 EDUs in District 1. See the 1996-1997 Engineer's Report for District 1 EDU figures.

The Traffic Safety Lighting Assessment is calculated using the following formula:

Traffic Safety Lighting Assessment = Total Cost of Maintenance for Traffic Safety/Total EDU's

The Landscape Maintenance Assessment is calculated using the following formula:

Landscape Assessment = Cost of Landscape Maintenance per Zone / total EDUs per zone

B. ASSESSMENT RATES

Zones of Benefit 23 through 41

Assessments in Zones of Benefit 23 through 41 for the purposes of this report were established in June of 1996 and have not changed. In compliance with Proposition 218, the City will levy the 2025/2026 assessments using the same methodology used in the previous year. There has been no change in the assessment methodology since the 1996-1997 assessment proceedings.

Zones of Benefit 42 through 54 and 56 through 86

Assessments in Zones of Benefit 42 through 54 and 56 through 86 were assigned a base year assessment in the year of the zone's formation with a 4% inflation rate to be added to the base levy in each year after the base year. The base year and base assessment are shown below:

Zone	Zone Description	Resolution Number	Base Year	Base Rate/EDU
42	Stanford Ranch Lot 34	98-269	1999-2000	$117.00
43	Andrea Court	98-168	1998-1999	$158.00
44	Parcel 38 Stanford Ranch	98-222	1998-1999	$101.00
45	Reedy Subdivision	98-332	1999-2000	Single Family = $88.00 High Density = $21.00
46	Sunset West/R.C.Collet	99-105	1999-2000	$28.54
47	Sunset West/Cresleigh	99-106	1999-2000	$29.53
48	Sunset West-Diversified Investors/Syncom Homes/Cresleigh/Kaufman and Broad	99-373	2000-2001	$33.88
49	Sunset West Lot 49A, B & C	00-176	2000-2001	$61.37
50	Quarry Ridge Units 1-4	00-346	2001-2002	$73.87
51	Yankee Hill Estates Units 1-6	01-299	2002-2003	$90.21
52	Rock Eight Units 1-3	02-140	2002-2003	$69.05
53	Quarry Ridge Units 6 & 7	02-236	2003-2004	$57.27
54	Sunset West Lots 1 & 2A	03-047	2003-2004	$28.83
56	Sierra Valley Oaks	03-237	2004-2005	$50.53
57	Parcel K- Stonegate	04-037	2004-2005	$52.49
58	Whitney Oaks	05-070	2005-2006	$124.68
59	Blue Oaks	05-170	2006-2007	$67.08
60	Orchard Creek	06-036	2006-2007	$34.53
61	Croftwood	06-055	2006-2007	$310.44
62	Granite Lakes Estates	07-060	2007-2008	$159.84
63	Rocklin Executive Office Park	07-252	2008-2009	$243.05
64	Sierra College Center	07-307	2008-2009	$184.55
65	Meyer Court	08-219	2008-2009	$65.18
66	Pacific Tech Center	08-121	2008-2009	$92.23

Zone	Zone Description	Resolution Number	Base Year	Base Rate/EDU
67	Whitney Ranch Phase II SD-2006-06A	11-155	2011-2012	$66.02
68	Sierra College Interchange Rocklin Commons DL 2006-7	13-30	2013-2014	$77.68
69	Sierra College Interchange Rocklin Crossings DL 2006-7	13-31	2013-2014	$58.60
70	Sunset West Parcel 48 SD-2006-02	2013-119	2013-2014	$47.57
71	Sunset West Parcel 39 SD-2006-04	2013-184	2013-2014	$75.47
72	Rocklin Del Rio Self Storage DL-2009-01	2014-7	2013-2014	$9.13
73	Rocklin 60 SD-2005-07	2014-242	2014-2015	$379.95
74	Arco Station DR-2013-11	2014-88	2014-2015	$256.98
75	Avalon SD-2013-01	2014-246	2014-2015	$357.15
76	Parklands South SD-2013-03	2014-266	2014-2015	$371.46
77	Center at Secret Ravine DL-2009-03	2015-79	2015-2016	$96.56
78	Brighton Subdivision SD-2014-0002	2015-220	2015-2016	$279.57
79	Garnet Creek SD-2013-10	2015-216	2015-2016	$79.87
80	Spring Valley Phase 1 Village 1 SD-2013-07	2015-223	2015-2016	$207.49
81	Audi Rocklin SD-2013-06	2015-307	2015-2016	$79.82
83	Parklands North 2016-04	2016-04	2015-2016	$455.86
85	Granite Drive Estates 216-99	2016-41	2016-2017	$10.23
86	Spring Valley Village Phase I 2016-64	2016-64	2016-2017	$206.24

The base year assessment for landscaping and lighting maintenance is calculated using the following formula:

Annual Assessment = I + J + K + L

Where,
I = Street Lighting Maintenance Assessment
J = Administrative Overhead
K = Traffic Safety Lighting Assessment
L = Landscape Maintenance Assessment

The formula for the Street Lighting Maintenance Assessment is as follows: **G/C**

Where,
G = Estimated Street Light Maintenance Costs for the year in which the zone was formed
C = Number of assessable Equivalent Dwelling Units assigned in the benefit zone for the year in which the zone was formed or, in the case of zone 58, the number of anticipated Equivalent Dwelling Units once the zone is fully developed.

The Traffic Safety Assessment and Landscape Maintenance Assessment are calculated using the same formulas applied in Zones of Benefit 23 through 41. The assessments are calculated using the same data used in the year in which the zone was created.

Zone of Benefit 55

Assessments in Zone of Benefit 55 were assigned a base year assessment in the fiscal year following the zone's annexation with a 4% inflation rate to be added to the base levy in each year after the base year. A study conducted by City staff determined that the costs of maintenance in Zone of Benefit 55 would be approximately the equivalent to assessments collected under the 2002-2003 Placer County CSA#28 - Zone 47 assessment methodology. The base assessment was determined to be equivalent to the area's prior year assessment as determined by the methodology applied by the Placer County CSA #28 - Zone 47.

The base year assessment for landscaping and lighting maintenance is calculated using the following formula:

Annual Assessment = (I x A) + L

Where,
I = Street Lighting Maintenance Assessment
A = Gross Assessable Acreage
L = Landscape Maintenance Assessment

The formula for the Street Lighting Maintenance Assessment is as follows: **G/B**
Where,
G = Estimated Street Light Maintenance Costs
B = Gross assessable acres in the benefit zone

The Landscape Maintenance Assessment is calculated using the following formula:

Landscape Assessment = Cost of Landscape Maintenance per zone / ETUs per zone

Zone of Benefit 55 allows for the assessments on a common area to be reapportioned to the parcels receiving benefit from that common on the basis of land area.

TABLE A
ESTIMATED UNITS AND EDU'S – 2025/2026
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 2

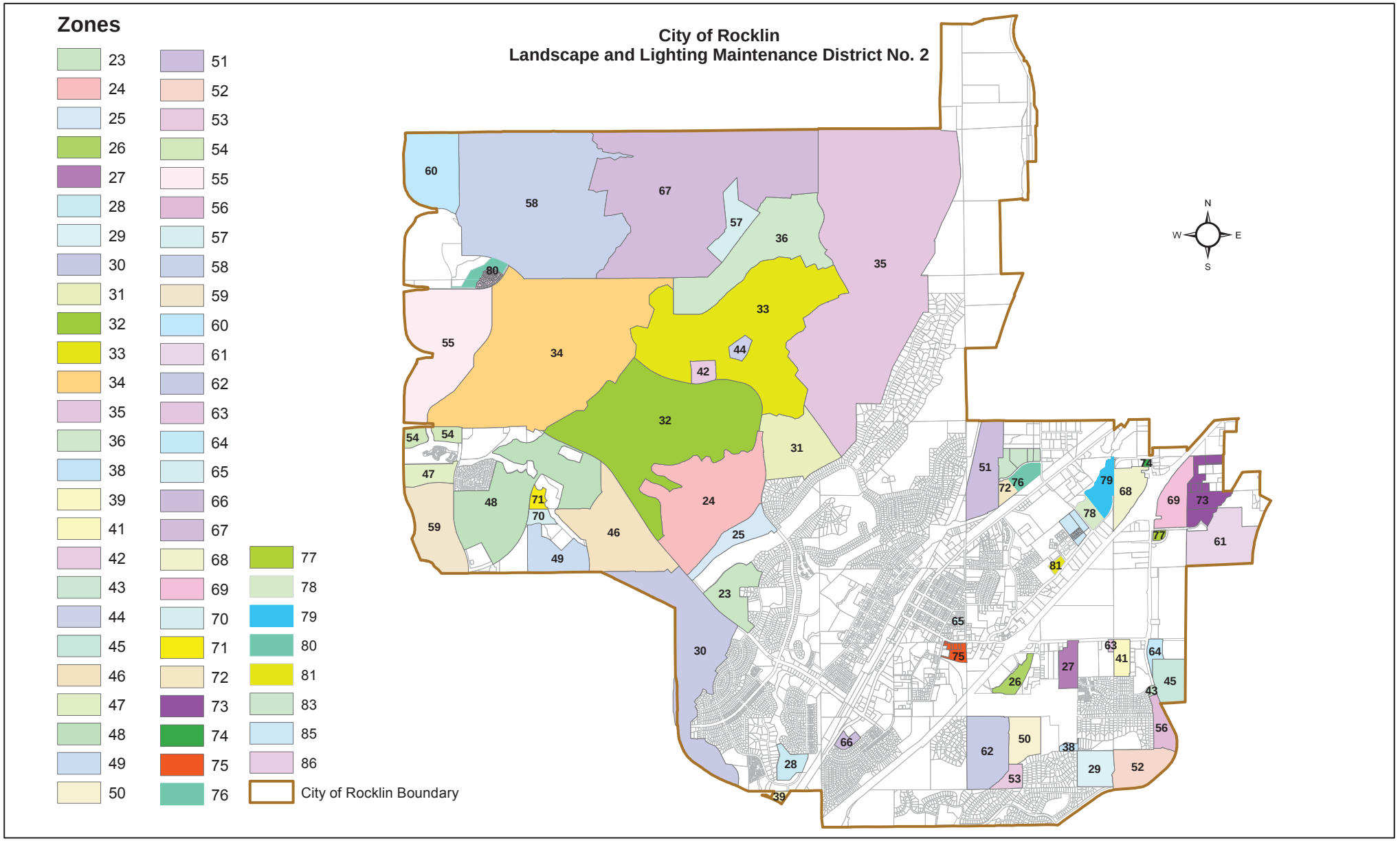
Zone	Total Parcels FY 2025/2026	Total EDUs FY 2025/2026	Maximum Assessment Rate Per EDU	Applied Rate per EDU	Total FY 2025/2026 Levy
23	198	268.02	$48.30	$48.30	$12,945.36
24	1,052	1,277.55	$90.46	$90.38	$115,467.30
25	132	132.00	$50.78	$50.78	$6,702.96
26	37	37.00	$8.79	$8.78	$324.86
27	73	73.00	$24.12	$24.12	$1,760.76
28	123	123.00	$72.61	$72.60	$8,929.80
29	80	80.00	$34.79	$34.78	$2,782.40
30	887	1,633.32	$49.57	$49.56	$80,955.14
31	291	291.00	$60.09	$60.08	$17,483.28
32	746	2,024.78	$84.76	$84.76	$171,620.18
33	1,148	1,354.34	$89.50	$89.50	$121,213.36
34	1,187	3,075.17	$71.83	$71.83	$220,878.96
35	1,854	1,854.00	$5.00	$5.00	$9,270.00
36	512	657.38	$87.73	$87.72	$57,666.84
39	93	0.00	$0.00	$0.00	$0.00
41	76	76.00	$36.10	$36.10	$2,743.60
42	101	101.00	$324.29	$324.28	$32,752.28
43	8	8.00	$455.58	$455.58	$3,644.64
44	65	65.00	$291.21	$291.20	$18,928.00
45	140	140.00	$243.97	$243.96	$34,154.40
46	519	535.79	$79.08	$79.08	$42,370.36
47	176	176.00	$81.93	$81.92	$14,417.92
48	1,031	1,030.00	$90.29	$90.28	$92,988.40
49	258	258.00	$163.58	$163.58	$42,203.64
50	62	62.00	$189.37	$189.36	$11,740.32
51	198	198.00	$222.35	$222.34	$44,023.32
52	95	96.10	$170.19	$170.18	$16,354.32
53	30	30.00	$135.73	$135.72	$4,071.60
54	9	57.24	$68.33	$68.33	$3,911.34
55	37	174.61	$1,585.11	$1,585.11	$276,783.30
56	70	70.00	$115.12	$115.12	$8,058.40
57	109	109.00	$119.58	$119.58	$13,034.22
58	1,850	1,853.08	$273.19	$273.18	$506,223.72
59	167	451.23	$141.32	$141.32	$63,766.10
60	12	440.24	$72.75	$72.75	$32,028.80

Zone	Total Parcels FY 2025/2026	Total EDUs FY 2025/2026	Maximum Assessment Rate Per EDU	Applied Rate per EDU	Total FY 2025/2026 Levy
61	139	139.00	$654.05	$654.04	$90,911.56
62	50	110.00	$323.80	$323.80	$35,617.96
63	7	3.13	$473.43	$473.43	$1,482.92
64	1	54.01	$359.49	$359.48	$19,415.78
65	9	9.00	$122.08	$122.08	$1,098.72
66	7	41.02	$179.65	$179.65	$7,369.74
67	1,566	1,547.00	$114.33	$114.32	$176,853.04
68	18	199.49	$124.37	$124.37	$24,809.74
69	20	261.71	$93.82	$93.82	$24,554.00
70	62	61.00	$76.16	$76.16	$4,645.76
71	50	48.00	$120.83	$120.82	$5,799.36
72	1	50.88	$14.61	$14.61	$743.72
73	169	169.00	$584.92	$584.92	$98,851.48
74	1	6.73	$395.66	$395.66	$2,662.76
75	76	76.00	$549.82	$549.82	$41,786.32
76	66	66.00	$571.85	$571.84	$37,741.44
77	4	18.82	$142.93	$142.93	$2,689.96
78	74	74.00	$413.83	$413.82	$30,622.68
79	79	79.00	$118.23	$118.22	$9,339.38
80	130	130.00	$307.14	$307.14	$39,928.20
81	1	24.59	$118.15	$118.15	$2,905.38
83	76	76.00	$674.78	$674.78	$51,283.28
85	76	81.82	$14.56	$14.56	$1,191.28
86	89	89.00	$293.54	$293.54	$26,125.06
Total	**16,197**	**22,227.05**			**$2,830,629.40**

Note: EBU, Maximum and Applied Rates are rounded to two decimal places. Levy for individual parcels are rounded to the nearest even pennies as required by Placer County.

V. ASSESSMENT DIAGRAM

The map showing benefit zone boundaries is attached to the Report.


Zones
23
24
25
26
27
28
29
30
31
32
33
34
35
36
38
39
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
83
85
86
City of Rocklin Boundary
City of Rocklin
Landscape and Lighting Maintenance District No. 2
N
W
E
S

VI. ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2025/2026 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Placer. The Preliminary Assessment Roll is provided as part of this report and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Placer and these records are, by reference, made part of this Report.

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2 AND SETTING A TIME AND PLACE FOR PUBLIC HEARING THEREON

WHEREAS, pursuant to Division 15, Part 2 of the Streets and Highways Code of the State of California, being known as the "Landscape and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin has formed a maintenance district that is known and designated as Landscape and Lighting Maintenance District No. 2 (hereinafter referred to as the "Maintenance District"); and

WHEREAS, there has been presented and approved by the City Council of the City of Rocklin the Engineer's Report on the levy of the annual assessment for fiscal year (FY) 2025/26, as required by the Act.

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

Section 1. The above recitals are all true and correct.

Section 2. The public interest and convenience require, and it is the intention of this City Council to levy and collect annual assessments for the continual maintenance of street lighting and landscaping for FY 2025/26, all to serve and benefit the Maintenance District as said area is shown and delineated on a map approved by this City Council and which is on file in the office of the City Clerk, and open to public inspection. The map so referenced is hereby incorporated herein.

Section 3. The proposed maintenance work within the area to be assessed shall be for certain existing street lighting and landscaping improvements. No new improvements or substantial changes to existing improvements are proposed.

Section 4. Reference is made to the Engineer's Report on file with the City Clerk and open to public inspection for a full and detailed description of the improvements, the boundaries of the Maintenance District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

Section 5. It is proposed that the approved methodologies for calculating the assessment for each parcel remain unchanged from the 2024/25 fiscal year.

Section 6. Any lots or parcels of land owned by a federal or state governmental agency or other local agency shall not be subject to assessment.

Section 7. NOTICE IS HEREBY GIVEN that Tuesday, June 10, 2025, at or after the hour of 6:00 p.m., in the City of Rocklin City Council Chambers, 3970 Rocklin Road, Rocklin, California, being the regular meeting place of said City Council, is the time and place fixed by this City Council for public hearing, for the hearing of protests or objections in reference to the levy of the proposed assessment, and any other matters contained in this resolution. Any person who wished to object to the levy of assessments for street lighting and landscaping may appear.

Section 8. The City Clerk is hereby directed to publish a Notice of Public Hearing in the Placer Herald, a newspaper of general circulation in said City, not less than ten (10) days before the date of said public hearing.

Section 9. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person and the local agency or department so designated:

Megan Bressem
Management Analyst
City of Rocklin
3970 Rocklin Road
Rocklin, California 95677
Phone: (916) 625-5029

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Bluffs Subdivision ADA Ramps - Notice of Completion

Date: May 13, 2025

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Bluffs Subdivision ADA Ramps, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (FBD Vanguard Construction, Inc.).

Background:
On October 8, 2024, the City Council awarded the Bluffs Subdivision ADA Ramps project (Resolution No. 2024-226) to FBD Vanguard Construction, Inc., in the amount of $327,760, plus a 15% contingency ($49,164), for a total not-to-exceed project amount of $376,924. This project consisted of removing and replacing forty (40) existing concrete curb ramps located in the Bluffs area of the City of Rocklin to comply with the Americans with Disabilities Act (ADA), as well as miscellaneous flatwork and curb and gutter improvements (see Attachment 2 for Project Location).

The project was completed on January 31, 2025. Staff recommends that the City Council accept the public work known as the Bluffs Subdivision ADA Ramps, accept the Notice of Completion, and authorize and direct the execution and recordation of the Notice of Completion on behalf of the City.

Fiscal Impact:
There is no direct fiscal impact associated with approving the Notice of Completion. The project is included in the FY 2024/25 Budget and is funded using the SB325 Sales Tax Fund (Fund 210).

ATTACHMENTS:
1. Resolution
2. Project Location Map

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE BLUFFS SUBDIVISION ADA RAMPS, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY
(FBD VANGUARD CONSTRUCTION, INC.)

WHEREAS, on October 8, 2024, the City Council of the City of Rocklin adopted Resolution No. 2024-226, awarding the contract for the Bluffs Subdivision ADA Ramps project to FBD Vanguard Construction, Inc., in the amount of $327,760; and

WHEREAS, this project consisted of removing and replacing forty (40) existing concrete curb ramps located in the Bluffs area of the City of Rocklin to comply with the Americans with Disabilities Act (ADA), as well as miscellaneous flatwork and curb and gutter improvements; and

WHEREAS, Rocklin Municipal Code section 3.04.050 authorized a contingency amount of fifteen percent of the contract ($49,164), which was approved by the City Council of the City of Rocklin, for a total authorized project cost of $376,924; and

WHEREAS, the project was completed on January 31, 2025, and funded by the SB325 Sales Tax Fund (210).

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

Section 1 The attached Notice of Completion relative to the public work known as the Bluffs Subdivision ADA Ramps (FBD Vanguard Construction, Inc.) is hereby approved and the public work is accepted.

Section 2. The Public Works Director is authorized and directed to execute said Notice on behalf of the City of Rocklin.

Section 3. The City Clerk is authorized and directed to record said Notice in the Office of the Placer County Recorder when fully executed and notarized, and within ten (10) days of Council approval.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Recording Requested by and Return to:

No Fee Per Gov't Code §27383

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Bluffs Subdivision ADA Ramps is complete. The location of said project is in the Bluffs Subdivision area in Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was January 31, 2025. The contractor on the project was FBD Vanguard Construction, Inc., and the surety on said project was Travelers Casualty and Surety Company of America.

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

City of Rocklin

ATTEST:

_____
Justin Nartker, Public Works Director - City of Rocklin – 3970 Rocklin Road- Owner of the Public Work Improvement

_____
Avinta Singh, City Clerk

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

Date:_____ Signature: _____
Justin Nartker, Public Works Director
Rocklin, California

Exhibit A

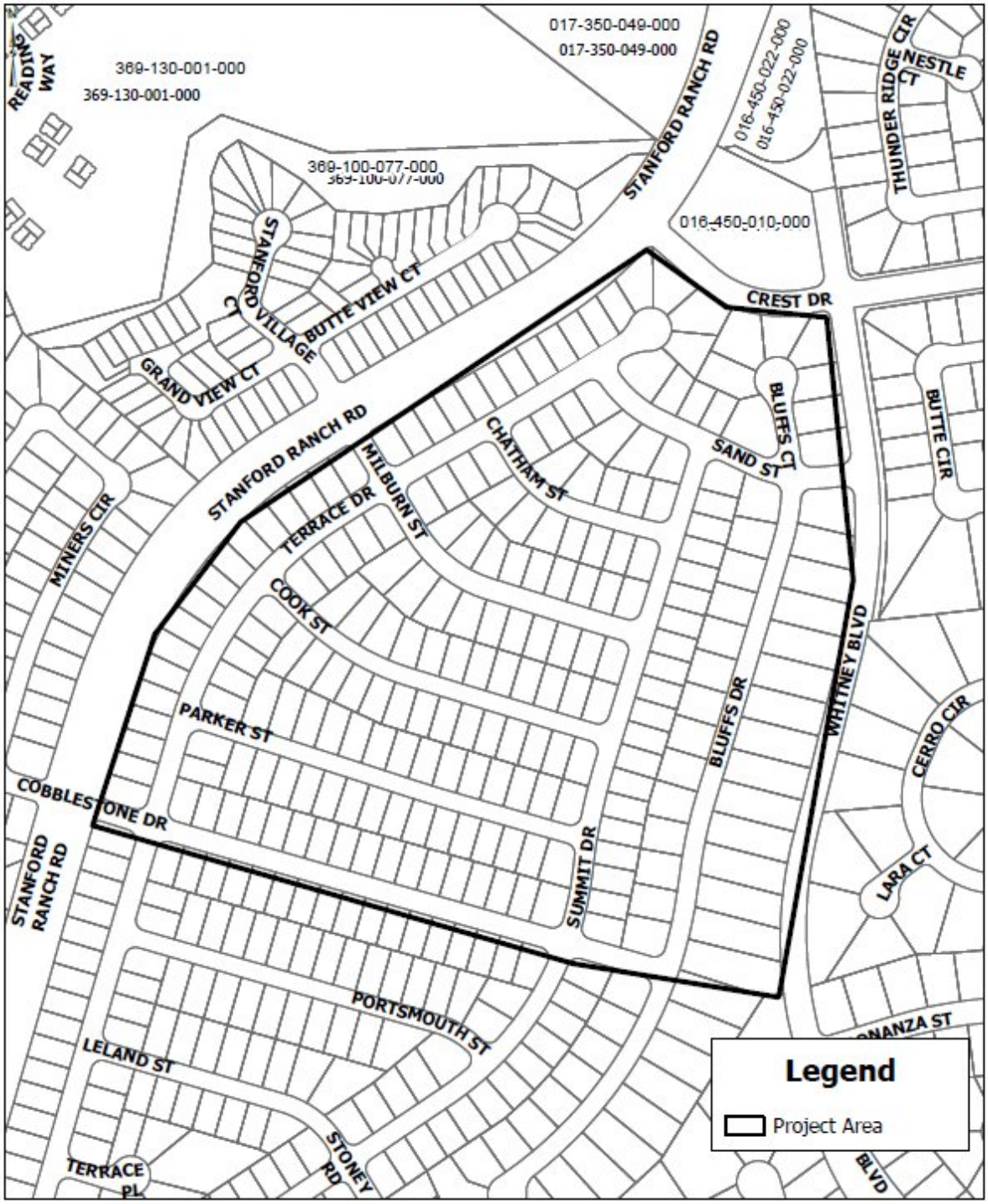
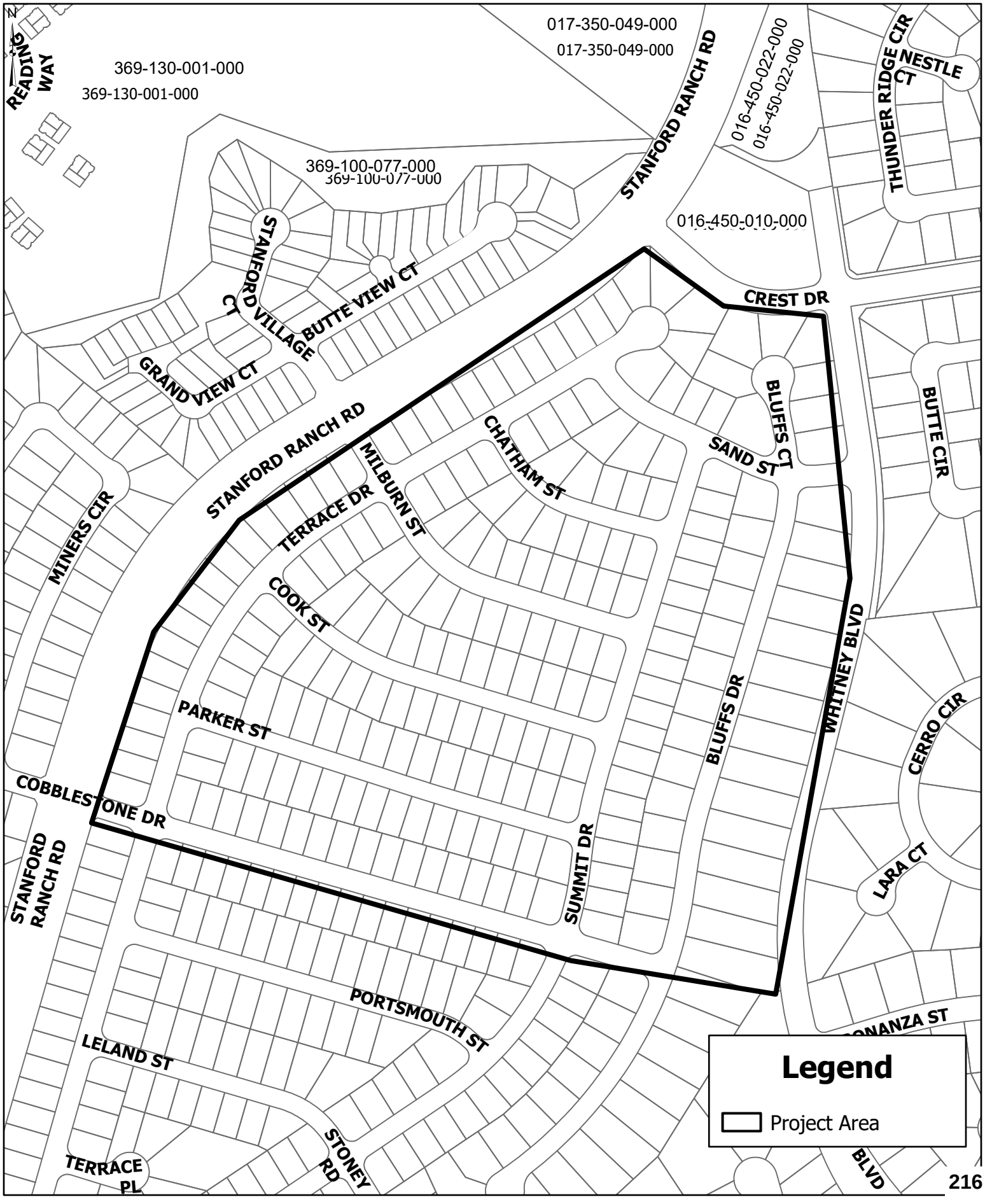

017-350-049-000
017-350-049-000
369-130-001-000
369-130-001-000
READING WAY
369-100-077-000
STANFORD RANCH RD
016-450-022-000
016-450-022-000
THUNDER RIDGE CIR
NESTLE CT
016-450-010-000
CREST DR
STANFORD VILLAGE CT
BUTTE VIEW CT
GRAND VIEW CT
BLUFFS CT
BUTTE CIR
SAND ST
CHATHAM ST
MILBURN ST
TERRACE DR
MINERS CIR
COOK ST
PARKER ST
COBBLESTONE DR
BLUFFS DR
WHITNEY BLVD
CERRO CIR
LARA CT
SUMMIT DR
PORTSMOUTH ST
LELAND ST
TERRACE PL
STONEY RD
Legend
Project Area

Exhibit A


017-350-049-000
017-350-049-000
369-130-001-000
369-130-001-000
READING WAY
STANFORD RANCH RD
016-450-022-000
016-450-022-000
THUNDER RIDGE CIR
NESTLE CT
369-100-077-000
369-100-077-000
016-450-010-000
STANFORD VILLAGE CT
BUTTE VIEW CT
CREST DR
GRAND VIEW CT
BLUFFS CT
BUTTE CIR
STANFORD RANCH RD
CHATHAM ST
SAND ST
MILBURN ST
TERRACE DR
MINERS CIR
COOK ST
WHITNEY BLVD
PARKER ST
BLUFFS DR
CERRO CIR
COBBLESTONE DR
SUMMIT DR
LARA CT
STANFORD RANCH RD
PORTSMOUTH ST
LELAND ST
STONEY RD
TERRACE PL
BLVD
Legend
Project Area

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Solid Waste Collection Service Rate Increase

Date: May 13, 2025

Submitted By: Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intent to Amend the Solid Waste Collection Service Rates Within the Incorporated Limits of the City of Rocklin and Setting a Time and Place for a Public Hearing Thereon.

Background:
Recology Auburn Placer (Recology) has a Franchise Agreement for Solid Waste Handling Services with the City that allows for an annual Cost of Living Adjustment up to a maximum of 4.0%, as established by Resolution No. 2009-42 and amended by Resolution No. 2024-32. Recology has approached the City with a request for a Cost-of-Living Adjustment (COLA) of 2.5%. In addition, the Western Placer Waste Management Authority (WPWMA) is increasing the landfill rate by 2.58%, which is passed through to the City's solid waste hauler and is applicable to Debris Boxes and Construction and Demolition (C&D) material.

Recology has been Rocklin's solid waste provider since 1979. They operate under a Franchise Agreement originally granted by the City in 1979 and extended in 1999. In 2009 Recology was granted a new and revised Franchise Agreement in which they may apply for a yearly COLA rate adjustment based on a specified formula. There are procedures necessary for a solid waste fee increase in order to comply with Proposition 218.

Refuse collection services are not subject to voter approval, but are subject to the notice, hearing, and majority protest procedures set forth in Article XIIID, section 6(a). Approval of the staff recommendation will set a Public Hearing on the proposed rate increases for June 24, 2025.

Recology's rates compare favorably with neighboring communities in the region, especially when considering the expanded service Rocklin residents receive. Beyond the normal weekly trash service, Rocklin residents receive green waste pickup, street sweeping, curbside e-waste recycling, Spring Cleanup, cardboard recycling, and dead animal pickup, which are included in the monthly rate.

Below is a comparison of the existing and proposed rates for a sampling of the multiple rates provided within the Franchise Agreement. Cost projections are based on the Cost of Living Increase at 2.5% and a landfill rate increase of 2.58%.

Collection Rates	Container	Base Rate (Monthly)	Disposal	Franchise Fee	Total	+ or -
Current Rate	1 - 32 Gallon	8.41	8.08	1.83	18.32	
Proposed Rate		8.62	8.28	1.88	18.78	+ .46
Current Rate	Toter Only	14.51	16.15	3.41	34.07	
Proposed Rate		14.87	16.57	3.49	34.93	+ .86
Current Rate	Unlimited toter	19.86	20.77	4.51	45.14	
Proposed Rate		20.36	21.30	4.63	46.29	+ 1.15
Current Rate	Sr. Unlimited Toter	10.46	20.77	3.47	34.70	
Proposed Rate		10.72	21.30	3.56	35.58	+ .88
Current Rate	1 Yd - 1 x Week	73.14	34.61	11.97	119.72	
Proposed Rate		74.97	35.51	12.28	122.76	+ 3.04
Current Rate	1 Yd - 4 x Week	217.09	138.45	39.50	395.04	
Proposed Rate		222.52	142.03	40.51	405.06	+ 10.02
Current Rate	4 Yd - 1 x Week	217.09	138.45	39.50	395.04	
Proposed Rate		222.52	142.03	40.51	405.06	+ 10.02

Fiscal Impact:
The impact of the proposed rate increase on Recology customers is noted above. The fiscal impact to the City of the proposed rate increases would result in an increase in franchise fee revenue in the General Fund (100) of approximately $100,000 for Fiscal Year 2025/26.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Rates

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN OF INTENT TO AMEND THE SOLID WASTE COLLECTION SERVICE RATES WITHIN THE INCORPORATED LIMITS OF THE CITY OF ROCKLIN AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON

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

WHEREAS, Recology Auburn Placer is the franchise solid waste disposal contractor for the City of Rocklin; and

WHEREAS, Recology Auburn Placer has approached the City with a request for a Cost of Living Adjustment (COLA) rate adjustment as provided by the terms of the Franchise Agreement for Solid Waste Handling Services between the City of Rocklin and Recology Auburn Placer; and

WHEREAS, Rocklin Municipal Code Section 13.08.100 provides that fees for collection of solid waste shall be set by resolution of the City Council.

Now, therefore the City Council of the City of Rocklin does resolve as follows:

Section 1. The above recitals are all true and correct.

Section 2. The cost of living service rate increase presented by Recology Auburn Placer, the City of Rocklin's franchised solid waste hauler, is shown in the attached Exhibit A, which is incorporated herein by this reference.

Section 3. Notice is hereby given that Tuesday, June 24, 2025, at or after the hour of 6:00 o'clock p.m., in the Council Chambers of the City of Rocklin, 3970 Rocklin Road, Rocklin, California, the City Council shall hold a public hearing to provide an opportunity for owners of property and customers served by Recology Auburn Placer to appear and protest the proposed increase in fees. In the alternative, owners of property and customers served by Recology Auburn Placer may file a written protest with the City Clerk at the above address. The written protest must identify the parcel served by address or Assessor’s Parcel Number (APN) and be actually received (not postmarked) by the City Clerk, before or during the Public Hearing. Only one protest per parcel shall be counted for purposes of establishing a majority protest to the proposed fee increase.

Section 4. The City Clerk is authorized, instructed and directed to give further or additional notice of the proposed service rate increase and the time and place of the above noted Public Hearing, in the time, form and manner required by law.

Section 5. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person and the local agency or department so designated:

Justin Nartker
Public Works Director
City of Rocklin
4081 Alvis Court
Rocklin, California 95677
Phone: (916) 625-5500

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

Recology Auburn Placer

CITY of ROCKLIN

Rate Components

For Rate Year July 1, 2025 through June 30, 2026

Annual Increase - Rate Year 2024-2025	
Cost of Living Increase	2.500%
Other - Carry forward from 2023 - 2024	0.000%
Other	0.000%
TOTAL INCREASE (Cap at 4%)	**2.500%**

* * Old Landfill Rate (See Note 1)	$ 106.50
* * **New Landfill Rate (See Note 1)**	**$ 109.25**
Landfill Increase	$2.75
% Increase	2.58%
Street Sweeping	0.00%

* * **Note 1** Landfill Rates Applicable to Debris Boxes and C&D:

CURRENT-EFFECTIVE JULY 1, 2024
RESIDENTIAL RATES

		BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
**	1 - 32-Gallon Can	$ 8.41	$ 8.08	$ 1.83	$ 18.32
	Toter Only	$ 14.51	$ 16.15	$ 3.41	$ 34.07
	Unlimited Toters	19.86	$ 20.77	4.51	45.14
	Senior Citizen				
**	1 - 32-Gallon Can	$ 4.10	$ 8.08	$ 1.35	$ 13.53
	Toter Only	$ 9.49	$ 16.15	2.85	28.49
	Unlimited Toter	10.46	$ 20.77	3.47	34.70
	Extra Charge				
	Bag	$ 2.55	$ 0.96	$ 0.39	$ 3.90
	Can	3.27	1.86	0.57	5.70
	Toter	7.62	3.73	1.26	12.61
	Extra Toter Rental (Unlimited Svc.)	3.60		0.40	4.00
	Backyard Gate Fee	1.59		0.18	1.77

PROPOSED - EFFECTIVE JULY 1, 2025
RESIDENTIAL RATES

		BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
**	**1 - 32-Gallon Can**	$ 8.62	$ 8.28	$ 1.88	**$ 18.78**
	Toter Only	$ 14.87	$ 16.57	$ 3.49	**$ 34.93**
	Unlimited Toters	20.36	21.30	4.63	**46.29**
	Senior Citizen				
**	**1 - 32-Gallon Can**	$ 4.20	$ 8.28	$ 1.39	**$ 13.87**
	Toter Only	$ 9.73	16.57	$ 2.92	**$ 29.22**
	Unlimited Toter	10.72	21.30	3.56	**35.58**
	Extra Charge				
	Bag	$ 2.61	$ 0.98	$ 0.40	**$ 3.99**
	Can	3.35	1.91	0.58	**5.84**
	Toter	7.81	3.82	1.29	**12.92**
	Extra Toter Rental (Unlimited Svc.)	3.69		0.41	**4.10**
	Backyard Gate Fee	1.63		0.18	**1.81**

** **Existing Customers only. Service is not available to new customers.**

CITY OF ROCKLIN

CURRENT-EFFECTIVE JULY 1, 2024
COMMERCIAL RATES

SIZE	Frequency (Pickups per Week) 1	2	3	4	5	6
1 Cu Yd	$ 73.14	$ 121.09	$ 168.81	$ 217.09	$ 265.38	$ 331.70
Disposal	34.61	69.23	103.84	138.45	173.06	207.68
	$ 107.75	$ 190.32	$ 272.65	$ 355.54	$ 438.44	$ 539.38
Fran Fee	11.97	21.15	30.29	39.50	48.72	59.93
TOTAL	$ 119.72	$ 211.47	$ 302.94	$ 395.04	$ 487.16	$ 599.31
2 Cu Yd	$ 120.90	$ 217.35	$ 313.56	$ 409.98	$ 506.14	$ 632.69
Disposal	69.23	138.45	207.68	276.90	346.13	415.35
	$ 190.13	$ 355.80	$ 521.24	$ 686.88	$ 852.27	$ 1,048.04
Fran Fee	21.13	39.53	57.92	76.32	94.70	116.45
TOTAL	$ 211.26	$ 395.33	$ 579.16	$ 763.20	$ 946.97	$ 1,164.49
3 Cu Yd	$ 169.00	$ 313.44	$ 457.86	$ 602.22	$ 746.57	$ 933.21
Disposal	103.84	207.68	311.51	415.35	519.19	623.03
	$ 272.84	$ 521.12	$ 769.37	$ 1,017.57	$ 1,265.76	$ 1,556.24
Fran Fee	30.32	57.90	85.49	113.06	140.64	172.92
TOTAL	$ 303.16	$ 579.02	$ 854.86	$ 1,130.63	$ 1,406.40	$ 1,729.16
4 Cu Yd	$ 217.09	$ 409.71	$ 602.10	$ 794.36	$ 986.96	$ 1,233.72
Disposal	138.45	276.90	415.35	553.80	692.25	830.70
	$ 355.54	$ 686.61	$ 1,017.45	$ 1,348.16	$ 1,679.21	$ 2,064.42
Fran Fee	39.50	76.29	113.05	149.80	186.58	229.38
TOTAL	$ 395.04	$ 762.90	$ 1,130.50	$ 1,497.96	$ 1,865.79	$ 2,293.80
5 Cu Yd	$ 265.38	$ 446.45	$ 627.56	$ 808.45	$ 989.82	$ 1,237.29
Disposal	173.06	346.13	519.19	692.25	865.31	1,038.38
	$ 438.44	$ 792.58	$ 1,146.75	$ 1,500.70	$ 1,855.13	$ 2,275.67
Fran Fee	48.72	88.06	127.42	166.74	206.13	252.85
TOTAL	$ 487.16	$ 880.64	$ 1,274.17	$ 1,667.44	$ 2,061.26	$ 2,528.52
6 Cu Yd	$ 300.88	$ 510.75	$ 771.89	$ 930.14	$ 1,189.11	$ 1,486.39
Disposal	207.68	415.35	623.03	830.70	1,038.38	1,246.05
	$ 508.56	$ 926.10	$ 1,394.92	$ 1,760.84	$ 2,227.49	$ 2,732.44
Fran Fee	56.51	102.90	154.99	195.65	247.50	303.60
TOTAL	$ 565.07	$ 1,029.00	$ 1,549.91	$ 1,956.49	$ 2,474.99	$ 3,036.04
7 Cu Yd	$ 336.46	$ 575.07	$ 916.27	$ 1,051.79	$ 1,388.40	$ 1,735.48
Disposal	242.29	484.58	726.86	969.15	1,211.44	1,453.73
	$ 578.75	$ 1,059.65	$ 1,643.13	$ 2,020.94	$ 2,599.84	$ 3,189.21
Fran Fee	64.31	117.74	182.57	224.55	288.87	354.36
TOTAL	$ 643.06	$ 1,177.39	$ 1,825.70	$ 2,245.49	$ 2,888.71	$ 3,543.57

CITY OF ROCKLIN

PROPOSED - EFFECTIVE JULY 1, 2025
COMMERCIAL RATES

SIZE	Frequency (Pickups per Week) 1	2	3	4	5	6
1 Cu Yd	$ 74.97	$ 124.12	$ 173.03	$ 222.52	$ 272.01	$ 339.99
Disposal	35.51	71.01	106.52	142.03	177.53	213.04
	$ 110.48	$ 195.13	$ 279.55	$ 364.55	$ 449.54	$ 553.03
Fran Fee	12.28	21.68	31.06	40.51	49.95	61.45
TOTAL	**$ 122.76**	**$ 216.81**	**$ 310.61**	**$ 405.06**	**$ 499.49**	**$ 614.48**
2 Cu Yd	$ 123.92	$ 222.78	$ 321.40	$ 420.23	$ 518.79	$ 648.51
Disposal	71.01	142.03	213.04	284.05	355.06	426.08
	$ 194.93	$ 364.81	$ 534.44	$ 704.28	$ 873.85	$ 1,074.59
Fran Fee	21.66	40.53	59.38	78.25	97.09	119.40
TOTAL	**$ 216.59**	**$ 405.34**	**$ 593.82**	**$ 782.53**	**$ 970.94**	**$ 1,193.99**
3 Cu Yd	$ 173.23	$ 321.28	$ 469.31	$ 617.28	$ 765.23	$ 956.54
Disposal	106.52	213.04	319.56	426.08	532.59	639.11
	$ 279.75	$ 534.32	$ 788.87	$ 1,043.36	$ 1,297.82	$ 1,595.65
Fran Fee	31.08	59.37	87.65	115.93	144.20	177.29
TOTAL	**$ 310.83**	**$ 593.69**	**$ 876.52**	**$ 1,159.29**	**$ 1,442.02**	**$ 1,772.94**
4 Cu Yd	$ 222.52	$ 419.95	$ 617.15	$ 814.22	$ 1,011.63	$ 1,264.56
Disposal	142.03	284.05	426.08	568.10	710.13	852.15
	$ 364.55	$ 704.00	$ 1,043.23	$ 1,382.32	$ 1,721.76	$ 2,116.71
Fran Fee	40.51	78.22	115.91	153.59	191.31	235.19
TOTAL	**$ 405.06**	**$ 782.22**	**$ 1,159.14**	**$ 1,535.91**	**$ 1,913.07**	**$ 2,351.90**
5 Cu Yd	$ 272.01	$ 457.61	$ 643.25	$ 828.66	$ 1,014.57	$ 1,268.22
Disposal	177.53	355.06	532.59	710.13	887.66	1,065.19
	$ 449.54	$ 812.67	$ 1,175.84	$ 1,538.79	$ 1,902.23	$ 2,333.41
Fran Fee	49.95	90.30	130.65	170.98	211.36	259.27
TOTAL	**$ 499.49**	**$ 902.97**	**$ 1,306.49**	**$ 1,709.77**	**$ 2,113.59**	**$ 2,592.68**
6 Cu Yd	$ 308.40	$ 523.52	$ 791.19	$ 953.39	$ 1,218.84	$ 1,523.55
Disposal	213.04	426.08	639.11	852.15	1,065.19	1,278.23
	$ 521.44	$ 949.60	$ 1,430.30	$ 1,805.54	$ 2,284.03	$ 2,801.78
Fran Fee	57.94	105.51	158.92	200.62	253.78	311.31
TOTAL	**$ 579.38**	**$ 1,055.11**	**$ 1,589.22**	**$ 2,006.16**	**$ 2,537.81**	**$ 3,113.09**
7 Cu Yd	$ 344.87	$ 589.45	$ 939.18	$ 1,078.08	$ 1,423.11	$ 1,778.87
Disposal	248.54	497.09	745.63	994.18	1,242.72	1,491.26
	$ 593.41	$ 1,086.54	$ 1,684.81	$ 2,072.26	$ 2,665.83	$ 3,270.13
Fran Fee	65.93	120.73	187.20	230.25	296.20	363.35
TOTAL	**$ 659.34**	**$ 1,207.27**	**$ 1,872.01**	**$ 2,302.51**	**$ 2,962.03**	**$ 3,633.48**

CITY OF ROCKLIN

CURRENT-EFFECTIVE JULY 1, 2024
COMMERCIAL RATES
COMMERCIAL CAN

	Frequency (Pickups per Week)				
	1	2	3	4	5
1 Can	$ 12.27	$ 24.95	$ 37.46	$ 50.00	$ 62.47
Disposal	8.08	16.15	24.23	32.31	40.38
	$ 20.35	$ 41.10	$ 61.69	$ 82.31	$ 102.85
Fran Fee	2.26	4.57	6.85	9.15	11.43
TOTAL	$ 22.61	$ 45.67	$ 68.54	$ 91.46	$ 114.28
2 Cans	$ 14.33	$ 28.82	$ 43.37	$ 57.89	$ 72.29
Disposal	16.15	32.31	48.46	64.61	80.76
	$ 30.48	$ 61.13	$ 91.83	$ 122.50	$ 153.05
Fran Fee	3.39	6.79	10.20	13.61	17.01
TOTAL	$ 33.87	$ 67.92	$ 102.03	$ 136.11	$ 170.06
3 Cans	$ 16.20	$ 32.86	$ 49.13	$ 65.63	$ 82.07
Disposal	24.23	48.46	72.69	96.92	121.14
	$ 40.43	$ 81.32	$ 121.82	$ 162.55	$ 203.21
Fran Fee	4.49	9.04	13.54	18.06	22.58
TOTAL	$ 44.92	$ 90.36	$ 135.36	$ 180.61	$ 225.79
4 Cans	$ 18.03	$ 35.53	$ 81.65	$ 72.83	$ 91.13
Disposal	32.31	64.61	96.92	129.22	161.53
	$ 50.34	$ 100.14	$ 178.57	$ 202.05	$ 252.66
Fran Fee	5.59	11.13	19.84	22.45	28.07
TOTAL	$ 55.93	$ 111.27	$ 198.41	$ 224.50	$ 280.73
5 Cans	$ 19.96	$ 40.43	$ 60.99	$ 81.35	$ 101.78
Disposal	40.38	80.76	121.14	161.53	201.91
	$ 60.34	$ 121.19	$ 182.13	$ 242.88	$ 303.69
Fran Fee	6.70	13.47	20.24	26.99	33.74
TOTAL	$ 67.04	$ 134.66	$ 202.37	$ 269.87	$ 337.43
6 Cans	$ 21.87	$ 44.33	$ 66.87	$ 89.38	$ 111.60
Disposal	48.46	96.92	145.37	193.83	242.29
	$ 70.33	$ 141.25	$ 212.24	$ 283.21	$ 353.89
Fran Fee	7.81	15.69	23.58	31.47	39.32
TOTAL	$ 78.14	$ 156.94	$ 235.82	$ 314.68	$ 393.21

CITY OF ROCKLIN

PROPOSED - EFFECTIVE JULY 1, 2025
COMMERCIAL RATES
COMMERCIAL CAN

	Frequency (Pickups per Week)				
	1	2	3	4	5
1 Can	$ 12.58	$ 25.57	$ 38.40	$ 51.25	$ 64.03
Disposal	8.28	16.57	24.85	33.14	41.42
	$ 20.86	$ 42.14	$ 63.25	$ 84.39	$ 105.45
Fran Fee	2.32	4.68	7.03	9.38	11.72
TOTAL	**$ 23.18**	**$ 46.82**	**$ 70.28**	**$ 93.77**	**$ 117.17**
2 Cans	$ 14.69	$ 29.54	$ 44.45	$ 59.34	$ 74.10
Disposal	16.57	33.14	49.71	66.28	82.85
	$ 31.26	$ 62.68	$ 94.16	$ 125.62	$ 156.95
Fran Fee	3.47	6.96	10.46	13.96	17.44
TOTAL	**$ 34.73**	**$ 69.64**	**$ 104.62**	**$ 139.58**	**$ 174.39**
3 Cans	$ 16.61	$ 33.68	$ 50.36	$ 67.27	$ 84.12
Disposal	24.85	49.71	74.56	99.42	124.27
	$ 41.46	$ 83.39	$ 124.92	$ 166.69	$ 208.39
Fran Fee	4.61	9.27	13.88	18.52	23.15
TOTAL	**$ 46.07**	**$ 92.66**	**$ 138.80**	**$ 185.21**	**$ 231.54**
4 Cans	$ 18.48	$ 36.42	$ 83.69	$ 74.65	$ 93.41
Disposal	33.14	66.28	99.42	132.56	165.70
	$ 51.62	$ 102.70	$ 183.11	$ 207.21	$ 259.11
Fran Fee	5.74	11.41	20.35	23.02	28.79
TOTAL	**$ 57.36**	**$ 114.11**	**$ 203.46**	**$ 230.23**	**$ 287.90**
5 Cans	$ 20.46	$ 41.44	$ 62.51	$ 83.38	$ 104.32
Disposal	41.42	82.85	124.27	165.70	207.12
	$ 61.88	$ 124.29	$ 186.78	$ 249.08	$ 311.44
Fran Fee	6.88	13.81	20.75	27.68	34.60
TOTAL	**$ 68.76**	**$ 138.10**	**$ 207.53**	**$ 276.76**	**$ 346.04**
6 Cans	$ 22.42	$ 45.44	$ 68.54	$ 91.61	$ 114.39
Disposal	49.71	99.42	149.13	198.84	248.54
	$ 72.13	$ 144.86	$ 217.67	$ 290.45	$ 362.93
Fran Fee	8.01	16.10	24.19	32.27	40.33
TOTAL	**$ 80.14**	**$ 160.96**	**$ 241.86**	**$ 322.72**	**$ 403.26**

CURRENT-EFFECTIVE JULY 1, 2024
COMMERCIAL RATES
COMMERCIAL TOTERS

		Frequency (Pickups per Week)		
		1	2	3
1	Toter	$ 25.53	$ 51.05	$ 76.58
	Disposal	16.15	32.31	48.46
		$ 41.68	$ 83.36	$ 125.04
	Fran Fee	4.63	9.26	13.89
	TOTAL	$ 46.31	$ 92.62	$ 138.93
2	Toters	$ 44.44	$ 88.91	$ 133.34
	Disposal	32.31	64.61	96.92
		$ 76.75	$ 153.52	$ 230.26
	Fran Fee	8.53	17.06	25.58
	TOTAL	$ 85.28	$ 170.58	$ 255.84
3	Toters	$ 63.38	$ 126.77	$ 190.16
	Disposal	48.46	96.92	145.37
		$ 111.84	$ 223.69	$ 335.53
	Fran Fee	12.43	24.85	37.28
	TOTAL	$ 124.27	$ 248.54	$ 372.81
4	Toters	$ 82.30	$ 164.61	$ 246.92
	Disposal	64.61	129.22	193.83
		$ 146.91	$ 293.83	$ 440.75
	Fran Fee	16.32	32.65	48.97
	TOTAL	$ 163.23	$ 326.48	$ 489.72
5	Toters	$ 101.22	$ 202.40	$ 303.66
	Disposal	80.76	161.53	242.29
		$ 181.98	$ 363.93	$ 545.95
	Fran Fee	20.22	40.44	60.66
	TOTAL	$ 202.20	$ 404.37	$ 606.61

CITY OF ROCKLIN

PROPOSED - EFFECTIVE JULY 1, 2025
COMMERCIAL RATES
COMMERCIAL TOTERS

		Frequency (Pickups per Week)		
		1	2	3
1	**Toter**	$ 26.17	$ 52.33	$ 78.49
	Disposal	16.57	33.14	49.71
		$ 42.74	$ 85.47	$ 128.20
	Fran Fee	4.75	9.50	14.24
	TOTAL	**$ 47.49**	**$ 94.97**	**$ 142.44**
2	**Toters**	$ 45.55	$ 91.13	$ 136.67
	Disposal	33.14	66.28	99.42
		$ 78.69	$ 157.41	$ 236.09
	Fran Fee	8.74	17.49	26.23
	TOTAL	**$ 87.43**	**$ 174.90**	**$ 262.32**
3	**Toters**	$ 64.96	$ 129.94	$ 194.91
	Disposal	49.71	99.42	149.13
		$ 114.67	$ 229.36	$ 344.04
	Fran Fee	12.74	25.48	38.23
	TOTAL	**$ 127.41**	**$ 254.84**	**$ 382.27**
4	**Toters**	$ 84.36	$ 168.73	$ 253.09
	Disposal	66.28	132.56	198.84
		$ 150.64	$ 301.29	$ 451.93
	Fran Fee	16.74	33.48	50.21
	TOTAL	**$ 167.38**	**$ 334.77**	**$ 502.14**
5	**Toters**	$ 103.75	$ 207.46	$ 311.25
	Disposal	82.85	165.70	248.54
		$ 186.60	$ 373.16	$ 559.79
	Fran Fee	20.73	41.46	62.20
	TOTAL	**$ 207.33**	**$ 414.62**	**$ 621.99**

CITY OF ROCKLIN

CURRENT-EFFECTIVE JULY 1, 2024
COMMERCIAL RATES

	BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
EXTRA EMPTIES				
1 Cu Yd	$ 17.86	$ 7.99	$ 2.87	$ 28.72
2 Cu Yd	29.57	15.98	5.06	50.61
3 Cu Yd	41.23	23.96	7.24	72.43
4 Cu Yd	53.02	31.95	9.44	94.41
5 Cu Yd	64.83	39.94	11.64	116.41
6 Cu Yd	80.03	47.93	14.22	142.18
7 Cu Yd	95.24	55.91	16.79	167.94
BIN RENTAL				
1 Cu Yd	$ 19.36		$ 2.15	$ 21.51
2 Cu Yd	24.04		2.67	26.71
3 Cu Yd	28.92		3.21	32.13
4 Cu Yd	33.70		3.74	37.44
5 Cu Yd	38.48		4.28	42.76
6 Cu Yd	43.38		4.82	48.20
7 Cu Yd	48.25		5.36	53.61

PROPOSED - EFFECTIVE JULY 1, 2025
COMMERCIAL RATES

	BASE RATE	DISPOSAL	FRANCHISE FEE	**TOTAL**
EXTRA EMPTIES				
1 Cu Yd	$ 18.31	$ 8.19	$ 2.94	**$ 29.44**
2 Cu Yd	30.31	16.39	5.19	**51.89**
3 Cu Yd	42.26	24.58	7.43	**74.27**
4 Cu Yd	54.35	32.78	9.68	**96.81**
5 Cu Yd	66.45	40.97	11.94	**119.36**
6 Cu Yd	82.03	49.16	14.58	**145.77**
7 Cu Yd	97.62	57.36	17.22	**172.20**
BIN RENTAL				
1 Cu Yd	$ 19.84		$ 2.20	**$ 22.04**
2 Cu Yd	24.64		2.74	**27.38**
3 Cu Yd	29.64		3.29	**32.93**
4 Cu Yd	34.54		3.84	**38.38**
5 Cu Yd	39.44		4.38	**43.82**
6 Cu Yd	44.46		4.94	**49.40**
7 Cu Yd	49.46		5.50	**54.96**

CITY OF ROCKLIN

CURRENT-EFFECTIVE JULY 1, 2024
COMMERCIAL RATES
DEBRIS BOXES

	BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
15 Cu Yd	$ 207.21	$ 217.26	$ 47.16	$ 471.63
20 Cu Yd	226.43	289.68	57.35	573.46
30 Cu Yd	193.29	434.52	69.76	697.57
33 Cu Yd	178.40	477.97	72.93	729.30
40 Cu Yd	148.44	579.36	80.87	808.67
50 Cu Yd	211.77	724.20	104.00	1,039.97
Temporary Bins				
5 Cu Yd	$ 106.18	$ 39.94	$ 16.24	$ 162.36
6 Cu Yd	120.35	47.93	18.70	186.98
7 Cu Yd	134.60	55.91	21.17	211.68

PROPOSED - EFFECTIVE JULY 1, 2025
COMMERCIAL RATES
DEBRIS BOXES

	BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
15 Cu Yd	$ 212.39	$ 222.87	$ 48.36	**$ 483.62**
20 Cu Yd	232.09	297.16	58.81	**588.06**
30 Cu Yd	198.12	445.74	71.54	**715.40**
33 Cu Yd	182.86	490.31	74.80	**747.97**
40 Cu Yd	152.15	594.32	82.94	**829.41**
50 Cu Yd	217.06	742.90	106.66	**1,066.62**
Temporary Bins				
5 Cu Yd	$ 108.83	$ 40.97	$ 16.64	**$ 166.44**
6 Cu Yd	123.36	49.16	19.17	**191.69**
7 Cu Yd	137.97	57.36	21.70	**217.03**

CURRENT-EFFECTIVE JULY 1, 2024
COMMERCIAL RATES
C & D BINS

	BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
C & D BINS				
5 Cu Yd	$ 93.42	$ 39.94	$ 14.82	$ 148.18
6 Cu Yd	105.93	47.93	17.10	170.96
7 Cu Yd	134.60	55.91	21.17	211.68

PROPOSED - EFFECTIVE JULY 1, 2025
COMMERCIAL RATES
C & D BINS

		BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
C & D BINS					
5 Cu Yd		$ 95.76	$ 40.97	15.19	**$ 151.92**
6 Cu Yd		108.58	49.16	17.53	**175.27**
7 Cu Yd	Subject to Note	137.97	57.36	21.70	**217.03**

NOTE: Rate subject to a minimum of three (3) containers per service

Recology Auburn Placer

City of Rocklin

Cost of Living Increase

For Rate Year July 1, 2025 through June 30, 2026

City of Rocklin Format

C:\Users\TPerez\OneDrive - Recology\Documents\

BASIC FORMULA

COLA = 0.1 Fixed Cost + .45 x (ECI_{v1} / ECI_{v0}) + .45 x (PPI_{v1} / PPI_{v0})

Rounding: To 3 decimal places per basic agreement	0.0010

CALCULATION:

Fixed / Non-escalating Costs

No index used

Factor (per cent of total cost) 0.10

Index None

Index None

Labor Cost

Employment Cost Index - Wages & Salaries, Private Industry, Manufacturing; production, transportation and material moving (Series ID: CIU2023000500000I)

Factor (percent of total cost) 0.45

Index:	4th Quarter 2024	170.00
Base Index:	4th Quarter 2023	163.40
Change in Index:		6.60
		4.00%

Goods & Services

Producer Price Index for All Commodities (WPU00000000)

Factor (percent of total cost) 0.45

Index:	December 2024	253.59
Base Index:	December 2023	249.89
Change in Index:		3.70
		1.50%

Calculation 1 = **1.0250**

NET RATE CHANGE (percent) **2.50%**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Annexation Into Community Facilities District No. 1 (Chapa-De South Placer Clinic)

Date: May 13, 2025

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

Department: Administrative Services - Finance

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

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 91), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Chapa-De South Placer Clinic).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 91) (Chapa-De South Placer Clinic).

Background:
On April 8, 2025, the City Council adopted Resolution No. 2025-059, a Resolution of Intention to Annex Territory to Rocklin Community Facilities District (CFD) No. 1 (Annexation No. 91) and to Authorize the Levy of Special Taxes Therein and Set a Public Hearing Date regarding Chapa-De South Placer Clinic, a business professional development property located at the northwest corner of the intersection of West Stanford Ranch Road and Wildcat Boulevard. A map of the annexation area is included as Attachment 3. A Notice of Public Hearing was published in the Placer Herald on April 25, 2025.

The development of Chapa-De South Placer Clinic is conditioned on, among other things, annexation into CFD No. 1. CFD No. 1 provides financing for the operation and maintenance of fire protection and suppression services and paramedic services.

There are two resolutions for City Council consideration. Resolution A (Attachment 1) finds that no majority protest exists, orders the annexation, and authorizes the levy of the special tax, subject to approval by a two-thirds vote of the landowners.

In anticipation of approval of the annexation, the election has already occurred, and Resolution B (Attachment 2) approves the canvass of the election, declares the results of the

election, and orders the recording of the amended notice of special tax lien, which gives notice that the land within the project area is now subject to the special tax.

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

ATTACHMENTS:
1. Resolution A - Levy of Special Taxes
2. Resolution B - Annexation Election
3. Annexation Map

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1
(ANNEXATION NO. 91), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND
SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS
(Chapa-De South Placer Clinic)

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

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

1. The City Council on April 8, 2025 adopted Resolution No. 2025-059 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 1 (Annexation No. 91) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

2. A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities and/or services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for fire prevention and suppression services and ambulance and paramedic services, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

3. On the date hereof, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

4. At said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held;

5. Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD;

6. Annexation Map No. 91 to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk; and

7. All prior proceedings taken by this City Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby

determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation Map No. 91 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 3. The provisions of the Resolution of Intention as heretofore adopted by this City Council are by this reference incorporated herein, as if fully set forth herein.

Section 4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

Section 5. This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this City Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This City Council hereby determines that paragraphs (a), (b), (c)(1) and (2) of said Section 4000 are applicable to this election.

Section 7. The City Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on May 13, 2025, in the meeting place of this City Council, City Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

Section 9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 p.m. on May 13, 2025 whether received by mail or by personal delivery.

Section 10. This City Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein above specified is established accordingly.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 91)
(Chapa-De South Placer Clinic)

OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rocklin no later than 5:00 p.m. on May 13, 2025, either by mail or in person. The City Clerk's office is located at 3970 Rocklin Road, Rocklin, California 95677.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Rocklin and obtain another.

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2025-059 of the City of Rocklin, adopted by its Council on April 8, 2025?	YES:_____
	NO:_____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 14
Property Owner: Chapa-De Indian Health Program Inc.

Name: Chapa-De Indian Health Program Inc.
Address: 11670 Atwood Road
Auburn, CA 95603

By:_____
Print Name

_____
Signature
Title:_____

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 1 (ANNEXATION NO. 91)
(Chapa-De South Placer Clinic)

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

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

1. In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 1 (Annexation No. 91) (the "CFD");

2. Pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

3. This City Council has reviewed the Canvass and hereby approves it.

Section 2. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2025-059, the Resolution of Intention.

Section 3. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowner-voter being the qualified electors of the territory annexed to the CFD by more than two-thirds of the qualified electors voting at the special election.

Section 4. Pursuant to the voter approval, the annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this City Council may levy special taxes therein as heretofore provided in these proceedings.

Section 5. It is hereby found that all prior proceedings and actions taken by this City Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Section 6. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

PASSED AND ADOPTED this 13th day of May, 2025 by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 91)
(Chapa-De South Placer Clinic)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to Community Facilities District No. 1 (Annexation No. 91) of the City of Rocklin, which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rocklin Community Facilities District No. 1 Annexation No. 91 Special Tax Annexation Election, May 13, 2025	14	_____	_____	_____

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (Annexation No. 91) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2025-059 of the City of Rocklin, adopted by its Council on April 8, 2025?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 13th day of May, 2025.

CITY OF ROCKLIN

By:_____
Avinta Singh, City Clerk

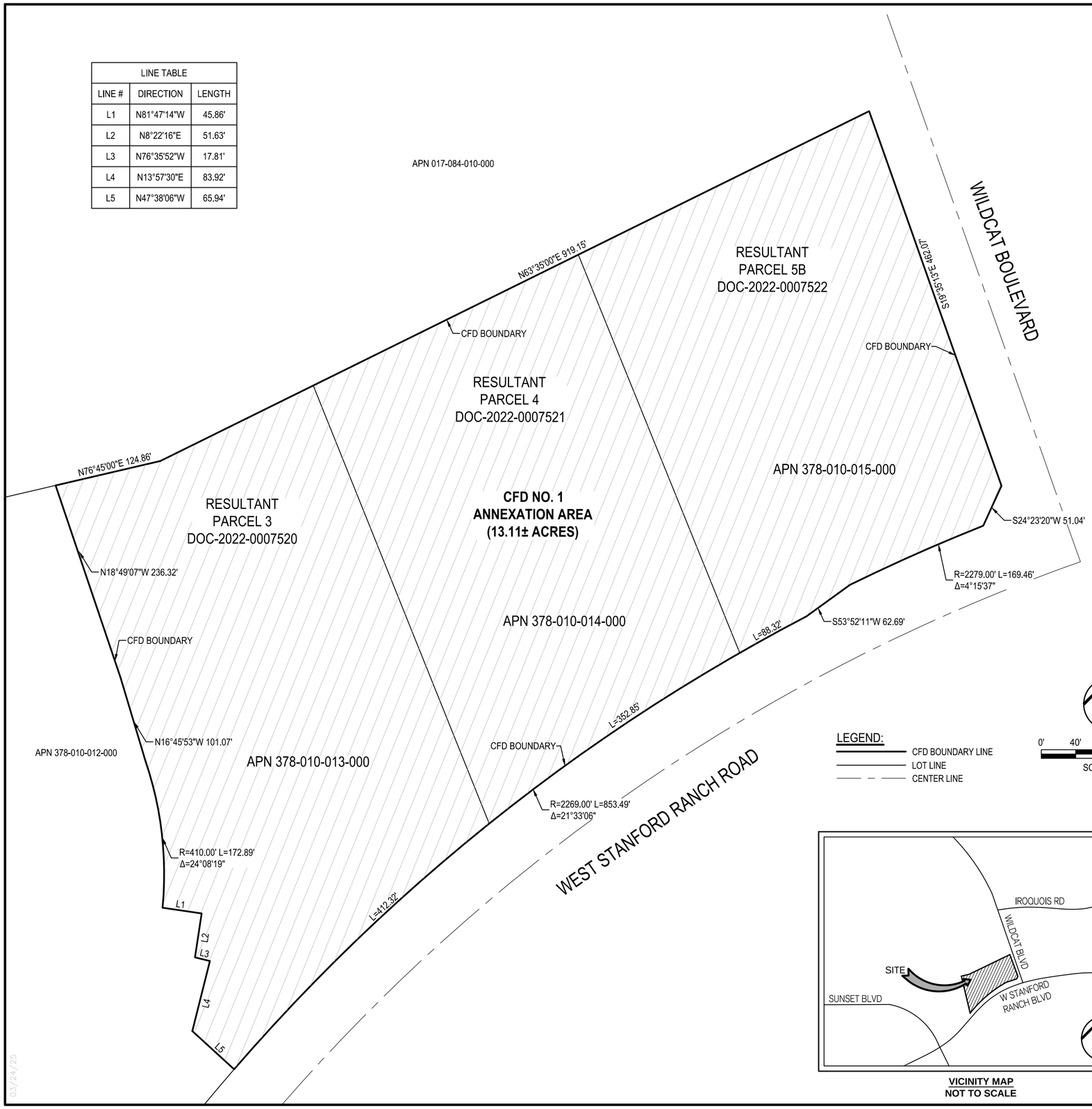
BOOK ____ OF COMMUNITY FACILITIES DISTRICT, PAGE ____

CHAPA-DE SOUTH PLACER CLINIC ANNEXATION MAP NO. 91 OF COMMUNITY FACILITIES DISTRICT NO. 1

BEING RESULTANT LOTS 3, 4, AND 5B AS DESCRIBED IN THE GRANT DEEDS D.N. 2022-0007520,D.N. 2022-0007521, AND D.N. 2022-0007522, PLACER COUNTY RECORDS, AND ALSO BEING PORTIONS OF SECTIONS 10 AND 11, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
MARCH, 2025

SIEGFRIED
CIVIL ENGINEERING
STRUCTURAL ENGINEERING
SURVEYING
PLANNING
3428 Brookside Road, Stockton, California 95219
209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N81°47'14"W	45.86'
L2	N8°22'16"E	51.63'
L3	N76°35'52"W	17.81'
L4	N13°57'30"E	83.92'
L5	N47°38'06"W	65.94'



LEGEND:
- CFD BOUNDARY LINE
- LOT LINE
- CENTER LINE

0' 40' 80' 160'
SCALE: 1"=80'

VICINITY MAP
NOT TO SCALE

NOTES:

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

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS _____DAY OF _____, 2025.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT:

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 91 TO COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE _____DAY OF _____, 2025, BY ITS RESOLUTION NO. _____.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____ O'CLOCK _____M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

RYAN RONCO _____ BY: _____
PLACER COUNTY RECORDER DEPUTY

FILE NO. _____ FEE: _____

03/24/25

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Annexation Into Community Facilities District No. 5 (Chapa-De South Placer Clinic)

Date: May 13, 2025

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

Department: Administrative Services - Finance

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

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 5 (Annexation No. 76), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Chapa-De South Placer Clinic).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 5 (Annexation No. 76) (Chapa-De South Placer Clinic).

Background:
On April 8, 2025, the City Council adopted Resolution No. 2025-060, a Resolution of Intention to Annex Territory to Rocklin Community Facilities District (CFD) No. 5 (Annexation No. 76) and to Authorize the Levy of Special Taxes Therein and Set a Public Hearing Date regarding Chapa-De South Placer Clinic, a business professional development property located at the northwest corner of the intersection of West Stanford Ranch Road and Wildcat Boulevard. A map of the annexation area is included as Attachment 3. A Notice of Public Hearing was published in the Placer Herald on April 25, 2025.

The development of Chapa-De South Placer Clinic is conditioned on, among other things, annexation into CFD No. 5. CFD No. 5 finances the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting.

There are two resolutions for City Council consideration. Resolution A (Attachment 1) finds that no majority protest exists, orders the annexation, and authorizes the levy of the special tax, subject to approval by a two-thirds vote of the landowners.

In anticipation of approval of the annexation, the election has already occurred, and Resolution B (Attachment 2) approves the canvass of the election, declares the results of the

election, and orders the recording of the amended notice of special tax lien, which gives notice that the land within the project area is now subject to the special tax.

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

ATTACHMENTS:
1. Resolution A - Levy of Special Taxes
2. Resolution B - Annexation Election
3. Annexation Map

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 5
(ANNEXATION NO. 76), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND
SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS
(Chapa-De South Placer Clinic)

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

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

1. The City Council on April 8, 2025, adopted Resolution No. 2025-060 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 5 (Annexation No. 76) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

2. A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities and/or services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

3. On the date hereof, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

4. At said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held;

5. Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD;

6. Annexation Map No. 76 to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk; and

7. All prior proceedings taken by this City Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby

determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to CFD, as described in said Annexation Map No. 76 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 3. The provisions of the Resolution of Intention as heretofore adopted by this City Council are by this reference incorporated herein, as if fully set forth herein.

Section 4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

Section 5. This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this City Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This City Council hereby determines that paragraphs (a), (b), (c)(1) and (2) of said Section 4000 are applicable to this election.

Section 7. The City Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on May 13, 2025, in the regular meeting place of this City Council, City Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

Section 9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 p.m. on May 13, 2025, whether received by mail or by personal delivery.

Section 10. This City Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein above specified is established accordingly.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 5 (Annexation No. 76)
(Chapa-De South Placer Clinic)

OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rocklin no later than 5:00 p.m. on May 13, 2025, either by mail or in person. The City Clerk's office is located at 3970 Rocklin Road, Rocklin, California 95677.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Rocklin and obtain another.

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 5 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2025-060 of the City of Rocklin, adopted by its Council on April 8, 2025?	YES:_____
	NO:_____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 14
Property Owner: Chapa-De Indian Health Program Inc.

Name: Chapa-De Indian Health Program Inc.
Address: 11670 Atwood Road
Auburn, CA 95603

By:_____
Print Name

_____
Signature
Title:_____

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 5 (ANNEXATION No. 76)
(Chapa-De South Placer Clinic)

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

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

1. In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 5 (Annexation No. 76) (the "CFD");

2. Pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

3. This City Council has reviewed the Canvass and hereby approves it.

Section 2. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2025-060, the Resolution of Intention.

Section 3. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowner-voter being the qualified electors of the territory annexed to the CFD by more than two-thirds of the qualified electors voting at the special election.

Section 4. Pursuant to the voter approval, the annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this City Council may levy special taxes therein as heretofore provided in these proceedings.

Section 5. It is hereby found that all prior proceedings and actions taken by this City Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Section 6. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

PASSED AND ADOPTED this 13th day of May, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 5 (Annexation No. 76)
(Chapa-De South Placer Clinic)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to Community Facilities District No. 5 (Annexation No. 76) of the City of Rocklin, which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rocklin Community Facilities District No. 5 Annexation No. 76 Special Tax Annexation Election, May 13, 2025	14	_____	_____	_____

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 5 (Annexation No. 76) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2025-060 of the City of Rocklin, adopted by its Council on April 8, 2025?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 13th day of May, 2025.

CITY OF ROCKLIN

By:_____
Avinta Singh, City Clerk

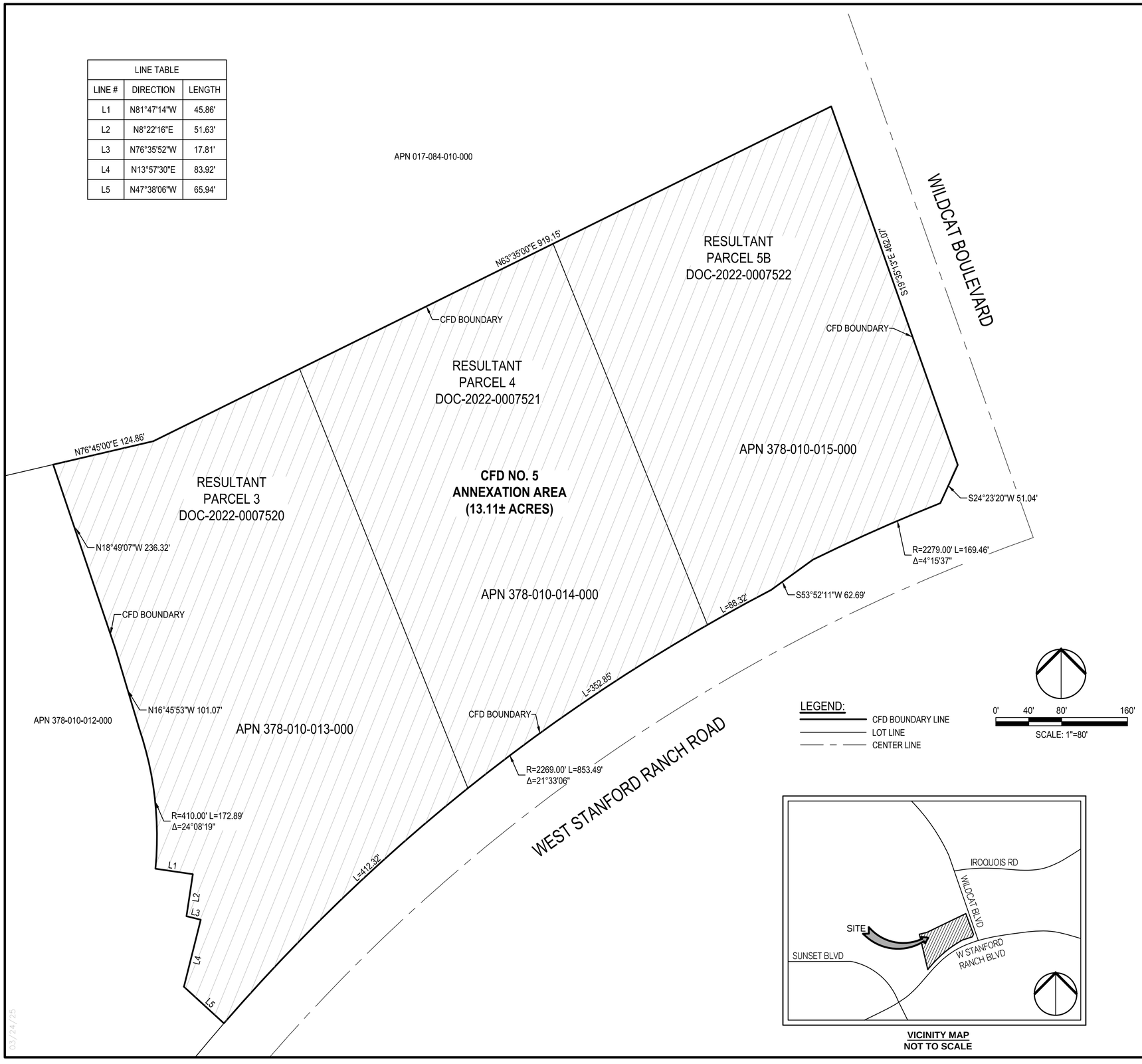
BOOK ____ OF COMMUNITY FACILITIES DISTRICT, PAGE ____

CHAPA-DE SOUTH PLACER CLINIC ANNEXATION MAP NO. 76 OF COMMUNITY FACILITIES DISTRICT NO. 5

BEING RESULTANT LOTS 3, 4, AND 5B AS DESCRIBED IN THE GRANT DEEDS D.N. 2022-0007520,D.N. 2022-0007521, AND D.N. 2022-0007522, PLACER COUNTY RECORDS, AND ALSO BEING PORTIONS OF SECTIONS 10 AND 11, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
MARCH, 2025

SIEGFRIED
CIVIL ENGINEERING
STRUCTURAL ENGINEERING
SURVEYING
PLANNING
3428 Brookside Road, Stockton, California 95219
209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N81°47'14"W	45.86'
L2	N8°22'16"E	51.63'
L3	N76°35'52"W	17.81'
L4	N13°57'30"E	83.92'
L5	N47°38'06"W	65.94'



LEGEND:
- CFD BOUNDARY LINE
- LOT LINE
- CENTER LINE

0' 40' 80' 160'
SCALE: 1"=80'

VICINITY MAP
NOT TO SCALE

NOTES:

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

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS _____DAY OF _____, 2025.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT:

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 76 TO COMMUNITY FACILITIES DISTRICT NO. 5, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE _____DAY OF _____, 2025, BY ITS RESOLUTION NO. _____.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____ O'CLOCK _____M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

RYAN RONCO _____ BY: _____
PLACER COUNTY RECORDER DEPUTY

FILE NO. _____ FEE: _____

03/24/25

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: AB 481 – Military Equipment Report and Inventory: Annual Update

Date: May 13, 2025

Submitted By: Chris Osborne, Lieutenant
Rustin Banks, Chief of Police

Department: Police

Recommendation:
Introduce, Waive the Full Reading, and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Approving and Adopting A Military Equipment Use Policy for Fiscal Year 2025-26.

Background:
California Assembly Bill (AB) 481 requires an ordinance for a law enforcement agency to adopt a policy for use of military equipment prior to purchasing, raising funds, acquiring, using and/or collaborating with other law enforcement agencies in the deployment or use of military equipment within the governing body's jurisdiction. In May 2022, the Rocklin City Council introduced an ordinance adopting a military equipment policy authorizing use of all military equipment as outlined in the RPD inventory report. In order to adhere to the policy, as well as AB 481, an annual report must be submitted to the governing body with any updates relevant to the policy.

Per AB 481, the military equipment policy and inventory report will be available on the RPD website for as long as the military equipment is available for use. The policy and annual report have been posted to the RPD website 30 days prior to tonight's meeting.

Fiscal Impact:
There is no fiscal impact associated with this action.

ATTACHMENTS:
1. Ordinance
2. AB 481 Annual Report 2024
3. APPENDIX A RPD - Military Equipment Inventory 2024
4. Rocklin Police Department Policy 706 - Military Equipment

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND ADOPTING A MILITARY EQUIPMENT USE POLICY
FOR FISCAL YEAR 2025-26

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

WHEREAS, the Rocklin Police Department has submitted a Military Equipment Use Policy for Fiscal Year (FY) 2025-26 for the City Council's consideration and adoption.

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

Section 1. Purpose.

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

Section 2. Authority.

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

Section 3. Findings.

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

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

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

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

Section 4. Determinations.

Based upon the findings set forth above, in addition to information provided as part of the regular City Council meeting wherein the Rocklin Police Department's Military Use Policy for FY 2025-26 was considered for adoption, the City Council of the City of Rocklin determines as follows:

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

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

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

4. The Rocklin Police Department's Military Equipment Use Policy is approved and adopted for FY 2025-26.

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

Section 6. Environmental. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

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

Section 8. Publication. Within 15 days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, a summary of the ordinance, or an advertisement of the ordinance to be published in a newspaper of general circulation, with the names of those City Councilmembers voting for and against the ordinance, in

accordance with Government Code section 36933.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on May 13, 2025, 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 _____, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 05.13.2025
Second Reading:
Effective Date:

ROCKLIN POLICE DEPARTMENT

2024 ANNUAL MILITARY EQUIPMENT REPORT

ASSEMBLY BILL 481

Contact: Luke Sincerny, Captain – Operations (916) 625-5444, luke.sincerny@rocklin.ca.us

BACKGROUND

AB 481

Assembly Bill 481 ("AB 481" or the "Bill") was signed by Governor Newsom on September 30, 2021, and requires that law enforcement agencies obtain approval from the agency's governing body prior to purchasing, raising funds for, or acquiring "military equipment", using "military equipment", and collaborating with other law enforcement agencies in the deployment or use of "military equipment" within the governing body's territorial jurisdiction.

The term "military equipment", as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military, obtained from the military, or is even considered military grade. Pursuant to AB 481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles (i.e. drones or bomb disposal robots), armored vehicles, command post vehicles, battering rams, water cannons, pepper balls, "bean bag" launchers, "rubber bullets", long range acoustic devices, and commonly used long rifles. The Bill's stated intent is to increase transparency, accountability and oversight surrounding the acquisition and use of the designated "military equipment" by state and local law enforcement.

After initial approval by the governing body, AB 481 requires law enforcement agencies that receive approval for the use of "military equipment" to submit annual reports to the governing body regarding the use of the equipment, any complaints received, any internal audits or other information about violations of the military equipment use policy, the cost and quantity of each type of military equipment, and the quantity of military equipment if the agency intends to acquire additional military equipment in the next year. The governing body is required to review any ordinance it has adopted at least annually and vote on whether to renew the ordinance at a regular, public meeting.

Rocklin Police Department's "Military Equipment" Policy

The Rocklin Police Department's "Military Equipment" policy complies with AB 481 and is based on a model

policy utilized by many other law enforcement agencies in California. The "Military Equipment" policy is reviewed annually and published on the Rocklin Police Department's website.

ANNUAL REPORTING

The Rocklin Police Department is required to prepare an annual report for its governing body on the status of the military equipment program. The report must be made publicly available on the department's website for as long as the military equipment is available for use, and the report must include, at a minimum, all information as required by Government Code § 7072. This annual military equipment covers the period of January 1, 2024 to December 31, 2024.

Use of Equipment

All "Military Equipment" maintained by the Rocklin Police Department is intended to be used to support law enforcement operations in order to safeguard the public's welfare, safety, civil rights, and civil liberties. Any Military Equipment used during the reporting period was consistent with such intended use and pursuant to the Department's Military Equipment Policy. Attached as Appendix A to this report is a summary of the equipment used and the purpose of the use during the reporting period.

Civilian Complaint Reporting

The Rocklin Police Department maintains a procedure for citizens to report a complaint or concern associated with the Department. The Rocklin Police Department has not received any complaints from the public during the reporting period regarding the intended or actual use of Military Equipment or the Department's Military Equipment Policy.

Internal Audits

The Rocklin Police Department has assigned a designee to act as the Military Equipment Coordinator. The Military Equipment Coordinator, among other duties, conducts an annual inventory of all equipment listed under the "Military Equipment" policy. The Rocklin Police Department has all equipment listed under this policy documented and accounted for. There have been no reports or complaints of violations of the Military Equipment Policy during the reporting period, and no internal audits have indicated any violations or misuse.

Fiscal Impact

There is no fiscal impact associated with equipment identified under the "Military Equipment" policy, as the equipment has already been acquired and / or budgeted for. Any future equipment would be subject to approved budgets at the time of acquisition and approval. Attached as Appendix A to this report is the Rocklin Police Department's current inventory of Military Equipment. Appendix A lists any initial and ongoing costs

associated with the Military Equipment. All Military Equipment is funded by City of Rocklin general funds allocated to the Rocklin Police Department unless otherwise indicated on the current inventory list (e.g., paid for by another local agency, grant funded, etc.).

Quantity Possessed

The Rocklin Police Department maintains an updated list of "Military Equipment" in its inventory. Attached as Appendix A to this report is the current list of qualifying equipment maintained by the Department.

Intent to Acquire Additional Military Equipment

During the next calendar year for reporting purposes (January 1, 2025 – December 31, 2025), the Rocklin Police Department does not intend to acquire new equipment that is not already listed on the current Military Equipment inventory (Appendix A). If warranted, the Department does intend on replacing old equipment that is nearing the end of its expected lifespan and / or expanding on existing authorized equipment to adjust to added staff or operational needs.

Respectfully Submitted,

Captain Luke Sincerny

TYPE	**ARMORED VEHICLE - Tactical Response Vehicle (TRV) - SHARED ASSET between Rocklin PD, Roseville PD and Placer County Sheriff's Office**
DESCRIPTION	**2005 LENCO BEARCAT - Armored personnel carrier, four wheeled, green in color. Equipped with red / blue lights, siren, loudspeaker, winch, ram, spotlights and rotating overwatch turret. Can hold a driver and 8-10 personnel.**
QUANTITY	**1**
CAPABLITIES	**Open floor plan allows for transport, security and rescue of personnel / citizens. Armor provides greater safety to personnel / citizens from various projectiles up to .50 caliber rounds.**
EXPECTED LIFESPAN	**20 - 25 years**
MANUFACTURER'S DESCRIPTION	**Four-wheeled, five-speed automatic transmission, Ford F550 chassis, diesel engine powered personnel carrier with ballistic glass and armor rated up to .50 caliber.**
PURPOSE AND AUTHORIZED USES	**To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents to include active shooters. Use of the armored vehicle authorized by watch commander or SWAT commander.**
FISCAL IMPACT	**Initial cost - $250,000 // Annual Maintenance - $10,000**
LEGAL / PROCEDURAL RULES	**Rocklin Policy 418.11 and Roseville / Rocklin SWAT Team Manual**
REQUIRED TRAINING	**To be used only by officers trained in familiarization and deployment and in a manner consistent with Department policy.**
COMPLIANCE MECHANISIMS	**Operational use under the review of the watch commander or SWAT commander.**
2024 USAGE	**21 deployments by SWAT team on active incidents / call outs - includes incidents in Roseville. 2 deployments for Rocklin PD non-SWAT active incidents.**

TYPE	**DJI Matrice 300 RTK Drone with Zenmuse H20 Camera**
DESCRIPTION	**Quadcopter drone with thermal imaging Zenmuse H20 camera, smart controller and batteries.**
QUANTITY	**1**
CAPABLITIES	**Flight up to 400 feet in altitude with an unobstructed range of 4.9 miles, or within line of sight. Zenmuse camera is capable of 23 times hybrid optical zoom, and 200 times maximum zoom.**
EXPECTED LIFESPAN	**5 years**
MANUFACTURER'S DESCRIPTION	**The Matrice 300 RTK is DJI's latest commercial drone platform that takes inspiration from modern aviation systems. Offering up to 55 minutes of flight time, advanced AI capabilities, 6 direction sensing and more.**
PURPOSE AND AUTHORIZED USES	**Drones are utilized to enhance the department's mission of protecting lives and property when other means or resources are not available or are less effective. Uses include, but are not limited to; search / rescue, major collision investigations, natural disaster management, crime scene photography, SWAT or other tactical public safety and life preservation mission, and in response to specific requests from RFD.**
FISCAL IMPACT	**Initial cost - $30,000 / Annual maintenance - $500**
LEGAL / PROCEDURAL RULES	**Rocklin PD Policy 610 / FAA Part 107 Regulations**
REQUIRED TRAINING	**Initial 20 hr Ground School Training. Must pass the FAA Part 107 Test to obtain license to fly the drones and re-apply for license / test every two years. Pilots must attend ongoing monthly training.**
COMPLIANCE MECHANISIMS	**Operational use under the review of the drone coordinator.**

TYPE	**DJI Mavic 2 Enterprise Dual Drone**
DESCRIPTION	**Quadcopter drone with thermal imaging camera, spotlight, speaker, beacon, smart controller and batteries**
QUANTITY	2
CAPABLITIES	**Flight up to 400 feet in altitude with an unobstructed range of 3.5 miles, or within line of sight. Thermal Camera**
EXPECTED LIFESPAN	**5 years**
MANUFACTURER'S DESCRIPTION	**The Mavic 2 Enterprise is the ultimate expression of a tool that delivers beyond expectation to meet current workplace challenges and future demands.**
PURPOSE AND AUTHORIZED USES	**Drones are utilized to enhance the department's mission of protecting lives and property when other means or resources are not available or are less effective. Uses include, but are not limited to; search / rescue, major collision investigations, natural disaster management, crime scene photography, SWAT or other tactical public safety and life preservation mission, and in response to specific requests from RFD.**
FISCAL IMPACT	**Initial cost per drone - $6000 / Annual maintenance per drone - $200**
LEGAL / PROCEDURAL RULES	**Rocklin PD Policy 610 / FAA Part 107 Regulations**
REQUIRED TRAINING	**Initial 20 hr Ground School Training. Must pass the FAA Part 107 Test to obtain license to fly the drones and re-apply for license / test every two years. Pilots must attend ongoing monthly training.**
COMPLIANCE MECHANISIMS	**Operational use under the review of the drone coordinator.**

TYPE	**DJI Mavic 3 Enterprise Dual Drone**
DESCRIPTION	**Quadcopter drone with thermal imaging camera, spotlight, speaker, beacon, smart controller and batteries**
QUANTITY	1
CAPABLITIES	**Flight up to 400 feet in altitude with an unobstructed range of 3.5 miles, or within line of sight. Thermal camera.**
EXPECTED LIFESPAN	**5 years**
MANUFACTURER'S DESCRIPTION	**The Mavic 3 Enterprise is the ultimate expression of a tool that delivers beyond expectation to meet current workplace challenges and future demands.**
PURPOSE AND AUTHORIZED USES	**Drones are utilized to enhance the department's mission of protecting lives and property when other means or resources are not available or are less effective. Uses include, but are not limited to; search / rescue, major collision investigations, natural disaster management, crime scene photography,**
FISCAL IMPACT	**Initial cost per drone - $6000 / Annual maintenance per drone - $200**
LEGAL / PROCEDURAL RULES	**Rocklin PD Policy 610 / FAA Part 107 Regulations**
REQUIRED TRAINING	**Initial 20 hr Ground School Training. Must pass the FAA Part 107 Test to obtain license to fly the drones and re-apply for license / test every two years. Pilots must attend ongoing monthly training.**
COMPLIANCE MECHANISIMS	**Operational use under the review of the drone coordinator.**
COMPLIANCE MECHANISIMS	**Operational use under the review of the drone coordinator.**

TYPE	**DJI Mavic Mini 2 Drone**
DESCRIPTION	**Mini quadcopter drone with camera, controller and batteries**
QUANTITY	**1**
CAPABLITIES	**Flight up to 400 feet in altitude with an unobstructed range of 3.7 miles, or within line of sight.**
EXPECTED LIFESPAN	**5 years**
MANUFACTURER'S DESCRIPTION	**The DJI Mini 2 is a compact drone with ultra-clear 4k video.**
PURPOSE AND AUTHORIZED USES	**Drones are utilized to enhance the department's mission of protecting lives and property when other means or resources are not available or are less effective. Uses include, but are not limited to; search / rescue, major collision investigations, natural disaster management, crime scene photography, SWAT or other tactical public safety and life preservation mission, and in response to specific requests from RFD.**
FISCAL IMPACT	**Initial cost per drone - $500 / Annual maintenance per drone - $200**
LEGAL / PROCEDURAL RULES	**Rocklin PD Policy 610 / FAA Part 107 Regulations**
REQUIRED TRAINING	**Initial 20 hr Ground School Training. Must pass the FAA Part 107 Test to obtain license to fly the drones and re-apply for license / test every two years. Pilots must attend ongoing monthly training.**
COMPLIANCE MECHANISIMS	**Operational use under the review of the drone coordinator.**

TYPE	DJI Avata 1
DESCRIPTION	Quadcopter drone with 4K video capabilities, smart controller and batteries. Smaller in size and therefore more manuverable in confinded spaces.
QUANTITY	1
CAPABLITIES	Flight time of 18 minutes, generally used for indoor use, 155 degree field of view with 4K video resolution.
EXPECTED LIFESPAN	5 years
MANUFACTURER'S DESCRIPTION	The Avata 1 is a First Person View quadcopter drone with 4K stabilized video. Saftey features include built-in propeller guard, emergency brake button and downward sensors.
PURPOSE AND AUTHORIZED USES	Drones are utilized to enhance the department's mission of protecting lives and property when other means or resources are not available or are less effective. Uses include, but are not limited to; search / rescue, major collision investigations, natural disaster management, crime scene photography, SWAT or other tactical public safety and life preservation mission, and in response to specific requests from RFD.
FISCAL IMPACT	Initial cost - $600 / Annual maintenance - $50
LEGAL / PROCEDURAL RULES	Rocklin PD Policy 610 / FAA Part 107 Regulations
REQUIRED TRAINING	Initial 20 hr Ground School Training. Must pass the FAA Part 107 Test to obtain license to fly the drones and re-apply for license / test every two years. Pilots must attend ongoing monthly training.
COMPLIANCE MECHANISIMS	Operational use under the review of the drone coordinator.

TYPE	DJI Avata 2
DESCRIPTION	Quadcopter drone with 4K video capabilities, smart controller and batteries. Smaller in size and therefore more manuverable in confinded spaces.
QUANTITY	1
CAPABLITIES	Flight time of 18 minutes, generally used for indoor use, 155 degree field of view with 4K video resolution.
EXPECTED LIFESPAN	5 years
MANUFACTURER'S DESCRIPTION	The Avata 2 is a First Person View quadcopter drone with 4K stabilized video. Saftey features include built-in propeller guard, emergency brake button and downward sensors.
PURPOSE AND AUTHORIZED USES	Drones are utilized to enhance the department's mission of protecting lives and property when other means or resources are not available or are less effective. Uses include, but are not limited to; search / rescue, major collision investigations, natural disaster management, crime scene photography, SWAT or other tactical public safety and life preservation mission, and in response to specific requests from RFD.
FISCAL IMPACT	Initial cost - $600 / Annual maintenance - $50
LEGAL / PROCEDURAL RULES	Rocklin PD Policy 610 / FAA Part 107 Regulations
REQUIRED TRAINING	Initial 20 hr Ground School Training. Must pass the FAA Part 107 Test to obtain license to fly the drones and re-apply for license / test every two years. Pilots must attend ongoing monthly training.
COMPLIANCE MECHANISIMS	Operational use under the review of the drone coordinator.
2024 USAGE - ALL DRONES	Flight Total: 144 - Cases / Incidents: 128 Demos: 4 Training / other: 16

TYPE	**Remote Operated Robot - Remotec Andros F5 - SHARED ASSET with Regional EOD**
DESCRIPTION	**Heavy-duty, remote controlled robot that can be configured with treads or pneumatic wheels / tires. Approximately 800 lbs. Equipped with an articulating arm.**
QUANTITY	**1**
CAPABLITIES	**Can be operated up to approximately 300 yards away, able to breach windows and doors remotely, ability to clear potential threats remotely via camera, equipped with speaker, light, and manipulator for multiple accessories and tool combinations. Safely assess and disrupt potential explosive devices.**
EXPECTED LIFESPAN	**10 years**
MANUFACTURER'S DESCRIPTION	**Versatile, heavy-duty robot. Proven stair climbing ability, rugged chassis, multiple communication options and tool combinations.**
PURPOSE AND AUTHORIZED USES	**Used to remotely gain visual / audio data, deliver HNT phones, open / breach doors and windows, disrupt packages and clear buildings and outdoor areas.**
FISCAL IMPACT	**Initial cost - $300,000 / Annual maintenance - $1000**
LEGAL / PROCEDURAL RULES	**Regional EOD manual, Law enforcement purposes only, Regional MOU**
REQUIRED TRAINING	**EOD personnel participate in ongoing, monthly training.**
COMPLIANCE MECHANISIMS	**Use authorized by Incident Commander, Tactical Commander, EOD personnel.**

TYPE	**Remote Operated Robot - ICOR - Mini Caliber - SHARED ASSET with Regional EOD**
DESCRIPTION	**Remote operated robot, tread driven, approximately 50 lbs in size, equipped with an articulating arm, camera, speaker, light, and disrupter.**
QUANTITY	**1**
CAPABLITIES	**Can be operated up to approximately 300 yards away, able to clear potential threats remotely via camera, equipped with speaker, and manipulator for multiple accessories and tool combinations. Safely assess and disrupt potential explosive devices.**
EXPECTED LIFESPAN	**10 years**
MANUFACTURER'S DESCRIPTION	**Highly portable and versatile, simple to operate and deploy for searching buildings and disrupt potentially hazardous packages remotely.**
PURPOSE AND AUTHORIZED USES	**Used to remotely gain visual / audio data, deliver HNT phones, open some doors, disrupt packages and clear buildings and outdoor areas.**
FISCAL IMPACT	**Initial cost - $75, 000 / Annual maintenance - $500**
LEGAL / PROCEDURAL RULES	**Regional EOD manual, Law enforcement purposes only, Regional MOU**
REQUIRED TRAINING	**EOD personnel participate in ongoing, monthly training.**
COMPLIANCE MECHANISIMS	**Use authorized by Incident Commander, Tactical Commander, EOD personnel.**

TYPE	**Remote Operated Robot - Irobot - 510 Packbot - SHARED ASSET with Regional EOD**
DESCRIPTION	**Remote operated robot, tread driven, approximately 50 lbs in size, equipped with an articulating arm, camera, speaker, light, and disrupter.**
QUANTITY	**2**
CAPABLITIES	**Can be operated up to approximately 300 yards away, able to clear potential threats remotely via camera, equipped with speaker, and manipulator for multiple accessories and tool combinations. Safely assess and disrupt potential explosive devices.**
EXPECTED LIFESPAN	**10 years**
MANUFACTURER'S DESCRIPTION	**Man-transportable robot that performs bomb disposal, surveillance and reconnaissance. Climbs stairs, navigates narrow passages, relaying video and audio while keeping the operator safe through distance. Deployable by one person in under two minutes.**
PURPOSE AND AUTHORIZED USES	**Used to remotely gain visual / audio data, deliver HNT phones, open / breach doors and windows, disrupt packages and clear buildings and outdoor areas.**
FISCAL IMPACT	**Initial cost $75,000 / Annual maintenance - $1000**
LEGAL / PROCEDURAL RULES	**Regional EOD manual, Law enforcement purposes only, Regional MOU**
REQUIRED TRAINING	**EOD personnel participate in ongoing, monthly training.**
COMPLIANCE MECHANISIMS	**Use authorized by Incident Commander, Tactical Commander, EOD personnel.**
2024 USAGE - ALL ROBOTS	**Various Training Deployments - Demonstrations**

TYPE	**Mobile Command Trailer**
DESCRIPTION	**2 axle, Ultra Haulers brand, custom 26' box style bumper pull trailer, with loading door and personnel door, black and white with Rocklin Police Department identifiers on it, retractable awning, equipped with a generator and multiple communication systems.**
QUANTITY	**1**
CAPABLITIES	**Provides shelter and a mobile office for command post personnel. Equipped with a 7,500 watt generator, multiple computer systems and multiple radio systems.**
EXPECTED LIFESPAN	**25 years**
MANUFACTURER'S DESCRIPTION	**High quality, extremely durable Mobile Command Trailer. Highly customizable with multiple configurations and options.**
PURPOSE AND AUTHORIZED USES	**Used as a command post office for incident command at extended critical incidents, natural disaster assistance and large preplanned events. Use authorized by watch commander or incident commander.**
FISCAL IMPACT	**Initial cost - $227,358 - grant funded / Annual maintenance - $500**
LEGAL / PROCEDURAL RULES	**Rocklin Policy 705.6 / California State Law vehicle operation**
REQUIRED TRAINING	**Mobile Command Trailer to be used by personnel who have been properly trained the safe handling and trailering.**
COMPLIANCE MECHANISIMS	**Use limited to trained personnel at the authorization of the watch commander or incident commander.**
2024 USAGE	**2 DUI Checkpoint // 1 Missing Person incident**

TYPE	**Breaching Shotgun and Rounds**
DESCRIPTION	**Royal Arms Remington 870 12 Gauge Express Breaching Shotgun, pump action, short barrel with stand off compensator, pistol grip and single point sling. Ammunition used - Royal Arms TESAR - #2, 425 grain, compressed copper frangible breaching round.**
QUANTITY	**2 shotguns / 25 rounds of ammunition**
CAPABLITIES	**Shotgun designed specifically for the operator to quickly breach doors by destroying deadbolts, locks and hinges. The stand-off compensator allows for positive placement for correct position and vents gases to prevent overpressure.**
EXPECTED LIFESPAN	**30,000 rounds**
MANUFACTURER'S DESCRIPTION	**Using the Remington 870 Express Model 12 Gauge Shotgun as the base, we completely modify it with custom CNC machined parts. Royal Arms invented breaching shotguns.**
PURPOSE AND AUTHORIZED USES	**To quickly and safely gain entry into a structure at the authorization of the Incident Commander or SWAT Commander during an incident or in training.**
FISCAL IMPACT	**Initial cost per shotgun - $850 / Cost per round of ammunition - $5**
LEGAL / PROCEDURAL RULES	**Roseville / Rocklin SWAT Team Manual / Rocklin Policy 308.3.2**
REQUIRED TRAINING	**Users limited to active SWAT personnel who have attended a 16 hour Shotgun Breacher Course, continued annual training.**
COMPLIANCE MECHANISIMS	**Use designated at the discretion of the SWAT Commander or appropriate SWAT Team supervisor.**
2024 USAGE	**No deployments outside of training**

TYPE	**AR-15 Rifle and Ammunition**
DESCRIPTION	**Colt, AR-15, Semi-Automatic Rifle, chambered in 5.56 / .223, magazine fed, shoulder fired with a pistol grip, outfitted with a sling and light. Rifles assigned to patrol feature 16 inch barrels and rifles assigned to SWAT personnel feature 10.5 inch barrels for increased maneuverability. AMMUNITION - Speer LE, Gold Dot , .223 caliber, 62 grain**
QUANTITY	**56 AR-15 Rifles / 30,000 rounds of Speer Gold Dot Ammunition**
CAPABLITIES	**Rifles provide greater accuracy at distance and the ability to defeat threats utilizing body armor. Provides personnel with the ability to meet or exceed a suspects firepower.**
EXPECTED LIFESPAN	**Rifle - 15,000 rounds / Ammunition - no expiration**
MANUFACTURER'S DESCRIPTION	**RIFLES - Colt AR-15 is the finest tool for local, regional and national law enforcement agencies. Dependable and thoroughly field-tested. AMMUNITION - Speer Gold Dot features nickel plated brass cases and boxer primers with a non-corrosive round. Gold Dot rifle ammunition asserts remarkable accuracy.**
PURPOSE AND AUTHORIZED USES	**To be used as precision weapons to address a potentially lethal threat with more accuracy and from greater distances than a pistol; providing more standoff in order to protect personnel and civilians alike.**
FISCAL IMPACT	**Per Rifle - $1,500 / Annual maintenance per rifle - approximately $30 / Ammunition - $300 per case of 500 rounds**
LEGAL / PROCEDURAL RULES	**Rocklin policy 301, 308.3.3, 410.6**
REQUIRED TRAINING	**Personnel must be POST certified in patrol rifle and pass annual qualification conducted during annual rifle training.**
COMPLIANCE MECHANISIMS	**POST patrol rifle certification, Rocklin Police Department patrol rifle qualification.**
2024 USAGE	**No rounds fired outside of training**

TYPE	**LIGHT-SOUND DISTRACTION DEVICE**
DESCRIPTION	**Defense Technology, Low Roll Distraction Device, model 27914, reloadable flashbang // Combined Tactical Systems, model 7290-9, nine-bang, flashbang, non-reloadable**
QUANTITY	**Defense Technology Low Roll Flash Bang Bodies - 47 Defense Technology Flash Bang reload - 50 Combined Tactical Systems 9-Bang Flashbang - 3**
CAPABLITIES	**Non-bursting, non-fragmenting device that creates a thunderous bang with an intense bright light.**
EXPECTED LIFESPAN	**No expiration**
MANUFACTURER'S DESCRIPTION	**Defense Technology - non-bursting, designed to limit movement and rolling once deployed. Once deployed, emits a burst of light at 6-8 million Candelas and a 175dB bang. Combined Tactical System 9-bang - non-fragmenting, minimal movement that outputs arrhythmic bursts approximately .5 seconds apart at 180 dB and 1 million Candelas.**
PURPOSE AND AUTHORIZED USES	**To produce atmospheric over-pressure and brilliant while light and, as a result, can cause short-term (6-8 seconds) of physiological / psychological sensory deprivation to give officers a tactical advantage. To be used during high-risk situations such as hostage rescues, high-risk search warrants, high-risk vehicle take downs, and other situations where there use would enhance officer safety.**
FISCAL IMPACT	**Defense Technology Low Roll Flash Bang Bodies - $55 per body Defense Technology Flash Bang reload - $33 per reload Combined Tactical Systems 9-Bang Flashbang - $140 per 9-bang**
LEGAL / PROCEDURAL RULES	**Roseville / Rocklin SWAT Manual**
REQUIRED TRAINING	**Personnel deploying light-sound distraction devices shall attend an 80 hr POST certified SWAT school, Authorized personnel to attend ongoing**
COMPLIANCE MECHANISIMS	**Use of light-sound distraction devices shall be pursuant to use of force policy.**
2024 USAGE	**Deployments by SWAT personnel during an active incident: Total of 15 deployment for single flashbang, 8 deployments for 9-bang. // Multiple training deployments.**

TYPE	**40MM Launcher and Rounds**
DESCRIPTION	**Defense Technology, 40MM Single shot launcher, shoulder fired with a front grip and sling. Rounds - Defense Technology, 40MM Exact Impact Sponge, #6325 less lethal, lightweight plastic and foam projectile capable of 325 FPS.**
QUANTITY	**25- 40MM Launchers / 150 - 40MM Rounds**
CAPABLITIES	**Rifled barrel, single shot, launcher capable of firing various munitions in 40MM. 40MM exact impact sponge is a 30 gram foam projectile that delivers 120 ft/lbs of energy on impact. Operational range of 5 feet up to 131 feet.**
EXPECTED LIFESPAN	**40MM Launcher - 10,000 rounds / 40MM Exact Impact Rounds - 5 years**
MANUFACTURER'S DESCRIPTION	**40MM Launcher is a tactical single shot launcher. It will fire standard 40MM less lethal ammunition. 40MM Exact Impact Sponge rounds provide accurate and effective performance.**
PURPOSE AND AUTHORIZED USES	**To limit the escalation of conflict when applicable and compel an individual to cease their actions when 40MM less lethal rounds present a reasonable option. Can be used to control potentially vicious animals. Potential use to gain tactical advantages. Can be used against specific, violent agitators in riot / crowd control situations. Effective de-escalation tactic due to increased distance from personnel to subject.**
FISCAL IMPACT	**Per 40MM Launcher - $1000 / Per 40MM impact round - $18**
LEGAL / PROCEDURAL RULES	**Rocklin policy 301, 304.9 / Roseville / Rocklin SWAT Manual**
REQUIRED TRAINING	**Personnel utilizing 40MM shall be trained by a POST certified instructor and subject to additional annual training.**
COMPLIANCE MECHANISIMS	**Use is subject to applicable policy and by authorized personnel.**
2024 USAGE	**No deployments outside of training**

TYPE	**Less Lethal Shotgun and Rounds**
DESCRIPTION	**Remington 870 Less Lethal Shotgun used to deploy 12 gauge less lethal rounds, shotgun is designated as solely less lethal by orange stock and fore end grip, equipped with a sling and light. Rounds - Defense Technology, 12-gauge drag stabilized less lethal beanbag round, #3027**
QUANTITY	**7 - Less Lethal Shotguns / 660 - drag stabilized less lethal rounds**
CAPABLITIES	**Fires a 12 gauge less lethal bean bag round at approximately 270 FPS with a range up to 75 feet.**
EXPECTED LIFESPAN	**Less Lethal Shotgun - 30,000 rounds / Drag stabilized less lethal rounds - 5 years**
MANUFACTURER'S DESCRIPTION	**The Remington 870 shotgun is a 12 gauge, pump action shotgun. The Defense Technology Drag Stabilized 12 gauge rounds loaded with a 40 gram tear shaped bag made from cotton and ballistic material blend and filled with #9 shot.**
PURPOSE AND AUTHORIZED USES	**To limit the escalation of conflict when applicable and compel an individual to cease their actions when less lethal bean bag rounds present a reasonable option. Can be used to control potentially vicious animals. Potential use to gain tactical advantages. Can be used against specific, violent agitators in riot / crowd control situations. Effective de-escalation tactic due to increased distance from personnel to subject.**
FISCAL IMPACT	**Per shotgun - $700 / Per round $5**
LEGAL / PROCEDURAL RULES	**Rocklin policy 301, 304.9 / Roseville / Rocklin SWAT Manual**
REQUIRED TRAINING	**Personnel utilizing less lethal shotguns shall be trained by a POST certified instructor and subject to additional annual training.**
COMPLIANCE MECHANISIMS	**Use is subject to applicable policy and by authorized personnel.**
2024 USAGE	**Multiple training deployments - Planned de-commision in 2025, replaced by 40 mm**

TYPE	**PepperBall SA-200 Launcher**
DESCRIPTION	**.68 caliber, air powered, less lethal PepperBall launcher. Rounds - PepperBall, Capsaicin II, .68 caliber, red in color.**
QUANTITY	**3 PepperBall Launchers / 400 Rounds of PepperBall rounds**
CAPABLITIES	**Operational range of 5 feet - 150 feet, allows for rapid follow up engagements.**
EXPECTED LIFESPAN	**PepperBall Launcher - 15 years / PepperBall Rounds - 10 years**
MANUFACTURER'S DESCRIPTION	
PURPOSE AND AUTHORIZED USES	**To limit the escalation of conflict when applicable and compel an individual to cease their actions when less lethal bean bag rounds present a reasonable option. Can be used to control potentially vicious animals. Potential use to gain tactical advantages. Can be used against specific, violent agitators in riot / crowd control situations. Effective de-escalation tactic due to increased distance from personnel to subject.**
FISCAL IMPACT	**Per PepperBall Launcher - $500 / PepperBall Rounds - $1000 for 500 rounds**
LEGAL / PROCEDURAL RULES	**Rocklin policy 301, 301.3, 304, 304.9, 304.10**
REQUIRED TRAINING	**Personnel utilizing Pepperball Launchers shall be trained by a POST certified instructor and subject to additional annual training.**
COMPLIANCE MECHANISIMS	**Use is subject to applicable policy and by authorized personnel.**
2024 USAGE	**No deployments outside of training**

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, use, collaborating in the use, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Rocklin Police Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms and standard-issue ammunition.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.

- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the Rocklin Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Rocklin Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department. See Attachment A.

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. The Department should not use military equipment belonging to any other law enforcement agency unless the military equipment is approved for use in that jurisdiction.

Military equipment use and acquisition is often a collaboration with the City of Roseville and the Roseville Police Department due to our regional SWAT and EOD teams.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

706.9 COMPLAINT PROCEDURE

All complaints or concerns regarding this policy will be handled pursuant to the Department's normal complaint process.