ROCKLIN CITY COUNCIL

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

August 12, 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.

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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.

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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)(2), Conference with Legal Counsel, Anticipated Litigation: Significant Exposure to Litigation - One Case.

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 June 24, 2025 Regular Meeting of the City Council

Recommendation: Approve the Minutes of the June 24, 2025 Regular Meeting of the City Council.

C2. Minutes of the July 30, 2025 Special Meeting of the City Council

Recommendation: Approve the Minutes of the July 30, 2025 Special Meeting of the City Council.

C3. Appointments to Various City Commissions

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Making Appointments to the Arts Commission.
B. Adopt a Resolution of the City Council of the City of Rocklin Making an Appointment to the Parks and Recreation Commission.
C. Adopt a Resolution of the City Council of the City of Rocklin Making Appointments to the Community Recognition Commission.

C4. Robbins and Holdaway Contract Amendment No. 3

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Attorney to Execute Amendment No. 3 to the Agreement Between the City of Rocklin and Robbins and Holdaway for Legal Services.

C5. Affordable Housing Agreement for Estia at Rocklin

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Estia at Rocklin Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants and Authorizing the City Manager to Execute the Agreement.

C6. Affordable Housing Agreement for Quarry Row

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Affordable Housing Agreement for the Quarry Row project and Authorizing the City Manager to Enter into the Agreement.

C7. Quarry Row Final Map

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Final Map of Quarry Row Subdivision/(SD-2016-0003) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Quarry Row Subdivision (SD-2016-0003).

C8. Quarterly Treasurer's Report
Recommendation: Receive the Treasurer's Report for the Quarter Ending June 30, 2025.

C9. Amending the Appropriations Limit for the City and the Special Districts for Fiscal Year 2024/25
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Amending the Appropriations Limit for the City of Rocklin and the Special Districts for Fiscal Year 2024/25.

C10. 2025-2028 Memorandum of Understanding with Rocklin Firefighters, Local 522
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Negotiated Memorandum of Understanding Between the City of Rocklin and the Rocklin Firefighters, Local 522, for the term of July 1, 2025 - June 30, 2028 and Adopt the Updated Fire Salary Schedule.

C11. City of Rocklin Fire Department's State Mandated Annual Fire Inspection Report
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Acknowledging the City of Rocklin Fire Department's Compliance with Sections 13146.2 and 13146.3 of the California Health and Safety Code.

C12. California Highway Patrol Grant - Award
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Grant Application Submitted to the Department of California Highway Patrol and Authorizing the City Manager to Execute the Grant Agreement.

C13. California State Office of Traffic Safety (OTS) Grant
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Submission of the Office of Traffic Safety (OTS) Grant Application for Selective Traffic Enforcement Program (STEP) and Accepting an Award in the amount of $70,000 and Authorize the City Manager to Sign the Grant Agreement and Necessary Grant Documentation.

C14. Masonry Wall Repair - Notice of Completion
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Masonry Wall Repair, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Hinkley's Masonry).

C15. Vehicle and Equipment Purchases

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Ten (10) 2025 Chevrolet Tahoe Vehicles From Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of One (1) Vactor Trailer from RDO Equipment Company and Authorizing the City Manager to Purchase the Vactor Trailer.

C16. Janitorial Services Agreement

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing Awarding the Contract for Janitorial Services of City Owned Facilities to Pride Industries One, Inc. and Authorizing the City Manager to Execute the Agreement with Pride Industries.

C17. Utility Construction Cooperation and Reimbursement Agreement

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving a Construction Cooperation and Reimbursement Agreement with South Placer Municipal Utility District (SPMUD) for Sewer Improvements During the Bluffs Subdivision Road Reconstruction Phase I Project and Authorizing the City Manager to Execute an Agreement with South Placer Municipal Utility District.

PRESENTATIONS

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

P1. Oaths of Office for Incoming Arts Commission, Community Recognition Commission, and Parks and Recreation Commission Members

P2. Placer Mosquito & Vector Control District Annual Update

PUBLIC HEARINGS

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

PH1. 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 Rocklin 688, L.P.

Recommendation: Conduct a Public Hearing and Consider the Following Action: Adopt a Resolution 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 Rocklin 688, L.P., and Certain Other Matters Relating Thereto.

PH2. Rocklin Municipal Code Kennel Ordinance Amendments / Zoning Ordinance Amendment, ZOA2025-0002
(Continued from June 24, 2025)

Recommendation: Conduct a Public Hearing and Consider the Following Action: Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending Rocklin Municipal Code Section 17.64.070 - Kennels. (Kennel Ordinance / ZOA2025-0002).

PH3. Whitney Walk Residential / Environmental, ENV2025-0007; General Development Plan, PDG2024-0002; Design Review, DR2024-0005; Tentative Subdivision Map, SD2024-0001; Tree Preservation Permit, TRE2024-001

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

A. Adopt a Resolution of the City Council of the City of Rocklin Approving an Addendum to the 2015 Sunset Hills Townhomes Initial Study/Mitigated Negative Declaration (IS/MND) and to the 2016 South Whitney Mixed-Use Townhomes and Medical Center Initial Study/Mitigated Negative Declaration (IS/MND) (Whitney Walk Residential / ENV2025-0007);
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (Whitney Walk Residential / DR2024-0005);
C. Adopt a Resolution of the City Council of the City of Rocklin Approving a Tentative Map and an Oak Tree Preservation Permit (Whitney Walk Residential / SD2024-0001 and TRE2024-0001);
D. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing Ordinance No. 1036 (Sunset Hills Townhomes General Development Plan) and Ordinance No. 1052 (South Whitney Mixed Use General Development Plan), and Adopting the Whitney Walk General Development Plan (Whitney Walk Residential / PDG2024-0002).

DISCUSSION ITEMS

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

D1. Build Up Rocklin Program - Agreement with Growth Factory and Budget Amendment

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving a Professional Services Agreement for the Continuation of the Build Up Rocklin Program, Establishing a Grant Program in Support of Participating Businesses, and Approving a Budget Amendment.

D2. City of Rocklin 2025-2027 Strategic Plan

Recommendation: Affirm the Outcomes of the 2025-2027 Strategic Planning Process and Provide Direction to Staff on the Proposed Two-Year Work Plan Items.

D3. City Manager Employment Agreement

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving a City Manager Employment Agreement with Alexandra Zimmermann and Authorizing the Mayor to Execute the Agreement.

D4. City Attorney Employment Agreement - Second Amendment

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Second Amendment to the Employment Agreement with the City Attorney and Authorizing the Mayor to Execute the Amendment.

D5. Inclusionary Housing Ordinance and In-Lieu Fee Program

Recommendation:

A. Receive a Staff Report of the Possible Timeframes that Could Be Implemented for Potential Adoption of an Inclusionary Housing Program and Provide Direction to Staff.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Negotiate and Execute a Contract Amendment with Keyser Marston Associates for the Creation of an Inclusionary Housing Ordinance and Establishment of an In-Lieu Fee.

FUTURE AGENDA ITEMS

ADJOURNMENT

City Council Staff Report

Subject: Minutes of the June 24, 2025 Regular Meeting of the City Council

Date: August 12, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the June 24, 2025 Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of June 24, 2025

ROCKLIN CITY COUNCIL

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

June 24, 2025
CONSOLIDATED MEETING AGENDA
City of Rocklin City Council
Public Financing Authority
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 5:02 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, Deputy Director of Administrative Services Daniel Choe and Jack Hughes; Employee Organizations: Sacramento Area Firefighters Local 522, Rocklin Firefighters Union Local 3847, Rocklin Police Officers' Association, Rocklin Public Safety Managers, Management and Confidential.

Members of the City Council returned to the Council Chambers at 6:18 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 6:18 p.m.

PLEDGE OF ALLEGIANCE

The Rocklin Scouts Troop 29 and 219 led the pledge of allegiance.

ROLL CALL

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

AGENDA REVIEW

City Manager Aly Zimmermann stated the Public Hearing Item No. PH10 is being continued to a date certain which was August 12, 2025; requested that Discussion Item No. D1 be heard before the Public Hearing items as per state law, Item No. D1 should be heard before the budget item; and requested that Consent Item No. C2 and Presentations Item No. P1 be removed from the agenda and brought back in August.

CITIZENS ADDRESSING THE CITY COUNCIL

Ms. Karrie Paletta addressed the City Council sharing the parking concerns on Christopher Court.

Mr. Brandon Sanders, PG&E Sierra Division Public Affairs Officer, addressed the City Council and shared that PG&E's natural gas pipeline inspection project would take place in August and September.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Council Member Janda reported attendance at the Placer County Air Pollution Control District Board meeting; and attended the Pioneer Community Energy Board meeting.

Council Member Broadway reported attendance at the Capitol Corridor Joint Powers Authority Board meeting; and attended the ribbon cutting for the I-80 Auxiliary Lanes Project.

Council Member Halldin reported attendance at the ribbon cutting for the I-80 Auxiliary Lanes Project; attended the Western Placer Waste Management Authority Board meeting; attended the Juneteenth Celebration held at Johnson-Springview Park, expressing his appreciation to the Rocklin Fire Department and community groups for their participation, and noted that the City of Rocklin table was popular and featured great youth engagement.

Mayor Gayaldo reported attendance at the Sacramento Area Council of Governments (SACOG) Board meeting, and participated in a tour led by Sacramento County Board Supervisor Rich Desmond of the Arden-Arcade area housing project; and reminded all of the upcoming Celebrate America entertainment and fireworks show at Twin Oaks Park.

City Manager Zimmermann stated that the Celebrate America event occurring on June 27th and 28th, 2025 was a private rental at Twin Oaks Park with a publicly viewable fireworks show, and reminded all to take care of their pets; she reminded residents that while safe and sane fireworks were permitted in the city, illegal fireworks were not allowed, and with the Fourth of July holiday approaching, fire danger was high; and shared that there were no regularly scheduled City Council meetings during the month of July, and the next meeting would be held on August 12, 2025.

CONSENT CALENDAR

Vice Mayor Bass requested to pull Consent Item No. C14 from the Consent Calendar. City Manager Zimmermann noted that Consent Item No. 2 was being moved to the August 12, 2025 meeting due to technical errors in the report.

C1. Minutes of the June 10, 2025 Regular Meeting of the City Council
Action: Approved the Minutes of the June 10, 2025 Regular Meeting of the City Council.

C2. Appointments to Various Boards, Commissions and Committees - *This item was continued to the August 12, 2025 City Council meeting.*

C3. Proclamation Declaring the Month of July as Parks and Recreation Month
Action: Approved a Proclamation Declaring the Month of July as Parks and Recreation Month, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.

C4. Community Recognition Commission Procedure Guide
Action: Adopted Resolution No. 2025-123 of the City Council of the City of Rocklin Repealing and Replacing Resolution No. 2021-11 Community Recognition Procedure Guide.

C5. Placer County Treasurer's Investment Pool - Designation of Authorized Staff
Action: Adopted Resolution No. 2025-124 of the City Council of the City of Rocklin Authorizing Investment of Monies in the Placer County Treasurer's Investment Pool, and Designating Staff Authorized to Deposit and Withdraw Monies.

C6. Delegation of Investment Decision Authority and Adoption of Legislative Policy No. 1 - Investment Policy

Action: Adopted Resolution No. 2025-125 of the City Council of the City of Rocklin Delegating Authority to Make Investment Decisions to the City Treasurer and Adopting Legislative Policy No. 1 - Investment Policy.

C7. Purchasing Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2025/26

Action: Adopted Resolution No. 2025-126 of the City Council of the City of Rocklin Authorizing the City Manager to Purchase Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2025/26.

C8. FY 2025/26 Community Facilities Districts Bond Debt Service Fund Budgets and Collection of Special Taxes on the 2025/26 Tax Roll

Action:

A. Adopted Resolution No. 2025-127 of the City Council of the City of Rocklin Adopting Budgets for Community Facilities Districts Bond Debt Service Funds for Fiscal Year 2025/26.

B. Adopted Resolution No. 2025-128 of the City Council of the City of Rocklin Requesting the Collection of Special Taxes on the 2025/26 Tax Roll.

C9. Salary Schedule Update

Action: Adopted Resolution No. 2025-129 of the City Council of the City of Rocklin Approving the Revised Salary Schedules for Rocklin Public Service Employees' Bargaining Unit; and Rocklin Management, Confidential, and Unrepresented Employees' Resolution.

C10. Cooperative Purchase Authorization Increase with AT&T Corporation

Action: Adopted Resolution No. 2025-130 of the City Council of the City of Rocklin Increasing the City Manager's Purchasing Authority for Citywide IT Purchases from AT&T Corporation through Cooperative Purchase Agreements for Fiscal Year 2024/25.

C11. Microsoft Enterprise Agreement Software Contract with Dell Marketing, L.P.

Action: Adopted Resolution No. 2025-131 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract with Dell Marketing, L.P. for the Purchase of a Microsoft Enterprise Agreement Software License Platform.

C12. Amendment No. 1 to the Agreement with Four Star Building Maintenance

Action: Adopted Resolution No. 2025-132 of the City Council of the City of Rocklin Approving Amendment No. 1 to the Contract for Services with Four Star Building Maintenance and Authorizing the City Manager to Execute Amendment No. 1.

C13. Rocklin Unified School District School Resource Officers
Action: Adopted Resolution No. 2025-133 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Reimbursement Agreement with the Rocklin Unified School District for School Resource Officers.

C14. Fleet Zero Emission Study and Transition Plan - *Pulled for discussion.*

C15. Fire Station 25 Dormitory Remodel Notice of Exemption and Bid Award.
Action:
A. Adopted Resolution No. 2025-135 of the City Council of the City of Rocklin Approving a Notice of Exemption (Fire Station Number 25 Dormitory Remodel).
B. Adopted Resolution No. 2025-136 of the City Council of the City of Rocklin Awarding the Contract for the Fire Station 25 Dormitory Remodel Bid Award to Sauren Construction, Inc. and Authorizing the City Manager to Execute an Agreement.

C16. PFA1: Public Financing Authority of the City of Rocklin Adopting a Budget for Fiscal Year 2025/26
Action: Adopted Resolution No. 2025-66 PFA of the Public Financing Authority of the City of Rocklin Adopting a Budget for Fiscal Year 2025/26.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1, C3 through C13, C15 and C16 by Council Member Broadway, seconded by Council Member Janda. Passed by the following vote:

Council Member Halldin abstained on Consent Item Nos. C10 and C11; Council Member Broadway abstained on Consent Item C10.

Vote for Consent Calendar Item Nos. C1, C3 through C9, C12, C13, C15 and C16:

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

Vote for Consent Calendar Item No. C10:

Ayes:	Councilmembers Bass and Janda Mayor Gayaldo
Noes:	None
Absent:	None

Abstain: Councilmembers Broadway and Halldin

Vote for Consent Calendar Item No. C11:

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

CONSENT CALENDAR ITEM PULLED FOR DISCUSSION

Vice Mayor Bass requested to pull Consent Item No. C14 for discussion.

C14. Fleet Zero Emission Study and Transition Plan
Action: Adopted Resolution No. 2025-134 of the City Council of the City of Rocklin Approving an Exemption to the City's Formal Bidding Requirements Under RMC § 3.04.090(E)(15) and Approving and Authorizing the City Manager to Execute a Contract for Preparation of a Fleet Zero Emission Study and Transition Plan with ICF Incorporated, LLC.

City Council comments and discussion followed. Public Works Manager Matt McClure responded to questions.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item No. C14 by Council Member Broadway, 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. Oaths of Office for Incoming Board, Commission, Committee Members - *This item was continued to the August 12, 2025 City Council meeting.*

P2. Proclamation Declaring the Month of July as Parks and Recreation Month

Mayor Gayaldo read the proclamation and presented it to Parks and Recreation Director Veronica Tracy, Parks and Recreation Commission Chair Matthew Duarte, and Youth Member John McMillan.

Director Veronica Tracy thanked the City Council for their support and the recognition, thanked her staff, and recognized Chair Duarte for his leadership and expressed her appreciation to outgoing Youth Commissioner McMillan.

DISCUSSION ITEMS

Discussion Item D1 was heard before Public Hearing items.

D1. City Personnel Vacancies

Action: Received a Presentation for Information Purposes in Compliance with California Assembly Bill 2561.

Administrative Services Director Tameka Usher presented the item to the City Council.

PUBLIC COMMENT

Mr. Benjamin Bjorkman offered input on addressing the number of vacancies in the city.

PUBLIC HEARINGS

PH1. Fiscal Years 2025/26 and 2026/27 Operating Budget and 2026-2031 Capital Improvement Program

Action: Adopted Resolution No. 2025-137 of the City Council of the City of Rocklin Adopting the Fiscal Years 2025/26 and 2026/27 Operating Budget and 2026-2031 Capital Improvement Program.

Mayor Gayaldo opened the public hearing for item PH1.

Budget Officer Zonousia Lee presented the item to the City Council.

City Council comments and discussion followed.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH1.

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

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

PH2. Annexation Into Community Facilities District No. 1 (Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000)

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

A. Adopted Resolution No. 2025-138 of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 92), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000).

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 Council Member Broadway, seconded by Council Member 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 46 qualified votes and 46 yes votes that were received.

B. Adopted Resolution No. 2025-139 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. 92) (Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000).

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

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

PH3. Annexation Into Community Facilities District No. 5 (Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000)

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

A. Adopted Resolution No. 2025-140 of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 5 (Annexation No. 77), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000).

Mayor Gayaldo opened the public hearing for Item PH3.

Management Analyst Megan Bressem presented the item to City Council.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH3.

Motion to approve Public Hearing Item No. PH3.A. by Council Member Broadway seconded by Council Member 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 46 qualified votes and 46 yes votes that were received.

B. Adopted Resolution No. 2025-141 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. 77) (Sky View (Westridge), APNs 030-030-086-000 and 032-010-048-000).

Motion to approve Public Hearing Item No. PH3.B. by Council Member Broadway, seconded by Council Member Janda. Passed by the following vote:

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

PH4. Annexation Into Community Facilities District No. 1 (Montreo, APNs 030-020-024-000 and 030-010-019-000)

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

A. Adopted Resolution No. 2025-142 of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 93), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Montreo, APNs 030-020-024-000 and 030-010-019-000).

Mayor Gayaldo opened the public hearing for Item PH4.

Management Analyst Megan Bressem presented the item to City Council.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH4.

Motion to approve Public Hearing Item No. PH4.A. by Council Member Halldin, seconded by Council Member 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 19 qualified votes and 19 yes votes that were received.

B. Adopted Resolution No. 2025-143 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. 93) (Montreo, APNs 030-020-024-000 and 030-010-019-000).

Motion to approve Public Hearing Item No. PH4.B. by Council Member Halldin, seconded by Council Member Janda. Passed by the following vote:

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

PH5. Annexation Into Community Facilities District No. 5 (Montreo, APNs 030-020-024-000 and 030-010-019-000)

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

A. Adopted Resolution No. 2025-144 of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 5 (Annexation No. 78), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Montreo, APNs 030-020-024-000 and 030-010-019-000).

Mayor Gayaldo opened the public hearing for Item PH5.

Management Analyst Megan Bressem presented the item to City Council.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH5.

Motion to approve Public Hearing Item No. PH5.A. by Council Member Halldin, seconded by Council Member Broadway. 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 19 qualified votes and 19 yes votes that were received.

B. Adopted Resolution No. 2025-145 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. 78) (Montreo, APNs 030-020-024-000 and 030-010-019-000).

Motion to approve Public Hearing Item No. PH5.B. by Council Member Halldin, seconded by Council Member Broadway. Passed by the following vote:

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

PH6. Special Assessments for Delinquent Weed Abatement Charges

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

A. Adopted Resolution No. 2025-146 of the City Council of the City of Rocklin Imposing Special Assessments Against Certain Parcels for Delinquent Weed Abatement Charges.

Mayor Gayaldo opened the public hearing for Item PH6.

Senior Accountant Angela Doyle presented the item to City Council, noting there was a Blue Memo with updated delinquency information.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH6.

Motion to approve Public Hearing Item No. PH6.A. by Council Member Halldin, seconded by Council Member Janda, to include the information noted in the Blue Memo. Passed by the following vote:

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

B. Adopted Resolution No. 2025-147 of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments on the 2025/26 Tax Roll (Weed Abatement Assessments).

Motion to approve Public Hearing Item No. PH6.B. by Council Member Halldin, seconded by Council Member Janda. Passed by the following vote:

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

PH7. Special Assessments for Delinquent Refuse Collection Fees

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

A. Adopted Resolution No. 2025-148 of the City Council of the City of Rocklin Imposing Special Assessments Against Certain Parcels for Delinquent Refuse Collection Fees.

Mayor Gayaldo opened the public hearing for Item PH7.

Senior Accountant Angela Doyle presented the item to City Council, noting there was a Blue Memo with updated delinquency information.

City council comments and discussion followed. Senior Accountant Doyle addressed questions.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH7.

Motion to approve Public Hearing Item No. PH7.A. by Council Member Broadway, seconded by Council Member Halldin, to include the information noted in the Blue Memo. Passed by the following vote:

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

B. Adopted Resolution No. 2025-149 of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments on the 2025/26 Tax Roll (Delinquent Refuse Collection Fees).

Motion to approve Public Hearing Item No. PH7.B. by Council Member Broadway, seconded by Council Member Halldin. Passed by the following vote:

Ayes:	Councilmembers Bass, Broadway, Halldin, Janda

Mayor Gayaldo
Noes: None
Absent: None
Abstain: None

PH8. Public Facilities Impact Fees Annual Inflation Adjustment

Action: Conducted a Public Hearing and Considered the Following Action: Adopted Resolution No. 2025-150 of the City Council of the City of Rocklin Authorizing the Annual Inflation Adjustments to the Public Facilities Impact Fees.

Mayor Gayaldo opened the public hearing for Item PH8.

Management Analyst Megan Bressem presented the item to City Council.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH8.

Motion to approve Public Hearing Item No. PH8 by Council Member Broadway, seconded by Council Member Janda. Passed by the following vote:

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

PH9. Solid Waste Rate Increase

Action: Conducted a public hearing and, if there is No Majority Protest, Considered the Following Action:

A. Adopted Resolution No. 2025-151 of the City Council of the City of Rocklin Approving a Notice of Exemption (Solid Waste Collection Service Rates Amendment).

Mayor Gayaldo opened the public hearing for Item No. PH9.

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

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for Item No. PH9. Mayor Gayaldo noted that protest letters had been received for this item.

Council Member Broadway stated that the proposed increase was significantly below the allowable amount, and recognized that Recology goes above and beyond for service delivery to the community.

Council Member Halldin shared that while WPWMA had a small increase in the tipping fee for this year, the board was in discussion to either have no increase or a reduction to the tipping fee the following year.

Motion to approve Public Hearing Item No. PH9.A. by Council Member Halldin, seconded by Council Member Janda. Passed by the following vote:

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

B. Adopted Resolution No. 2025-152 of the City Council of the City of Rocklin Amending Solid Waste Collection Service Rates within the Incorporated Limits of the City of Rocklin and Rescinding Resolution No. 2024-179.

Motion to approve Public Hearing Item No. PH9.B. by Council Member Halldin, seconded by Council Member Janda. Passed by the following vote:

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

PH10. Proposed Continuance of Rocklin Municipal Code Kennel Ordinance Amendments/ Zoning Ordinance Amendment, ZOA2025-0002 - *This item was continued to the August 12, 2025 City Council meeting.*

Mayor Gayaldo announced that Public Hearing Item No. PH10 was continued to the August 12, 2025 City Council meeting.

DISCUSSION ITEMS

D1. City Personnel Vacancies – *This item was heard before Public Hearing Item No. PH1.*

D2. Legislative and Regulatory Platform Update

Action: Adopted Resolution No. 2025-153 of the City Council of the City of Rocklin approving the Legislative and Regulatory Platform for State and Federal Advocacy.

Assistant to the City Manager Elizabeth Sorg presented the item to City Council.

PUBLIC COMMENT

There were none.

City Council comments and discussion followed. Vice Mayor Bass emphasized looking beyond the legislature for regulatory platforms, and suggested utilizing other early alert systems in addition to the League of California Cities and harnessing technology. Council Member Janda supported use of technology for this purpose.

City Manager Zimmermann indicated that the City does respond to regulatory issues as it is made aware of them, and could explore other methods for getting in front of issues.

Council Member Halldin asked if it was possible to regularly review and comment on rate increases for utilities serving Rocklin. City Manager Zimmermann responded that staff could further evaluate this as it fell within the purview of the platform.

Motion to approve Discussion Item No. D2 by Council Member Janda seconded, by Council Member Halldin. Passed by the following vote:

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

The City Council took a recess at 7:59 p.m. and returned at 8:06 p.m.

D3. Consider Providing Direction to Staff Regarding an Interim Inclusionary Housing Policy and a Corresponding Draft Ordinance and In-Lieu Fee Proposal

Action: Discussed the Potential Adoption of an Interim Inclusionary Housing Policy and Evaluated Whether to Provide Direction to Staff to Return at the Next Available City Council Regular Meeting with a Proposed Interim Inclusionary Housing Ordinance and Associated In-lieu Fee Structure for the City Council's Consideration.

Council Member Broadway presented the item to City Council.

City Council comments and discussion followed. City Manager Zimmermann responded to questions noting that the staff was working with consultant Keyser

Marston Associates on a feasibility study for an Inclusionary Housing and In-Lieu Fee Assessment project which was approximately 10 months away from completion.

PUBLIC COMMENT

Mr. Jeff Short with North State Building Industry Association, addressed the City Council cautioning that an inclusionary policy could result in a stop to all housing production and supported a nexus study.

Mr. Marcus LoDuca addressed the City Council and stated that inclusionary requirements could result in a no-build scenario as builders have many market options.

Mr. Benjamin Bjorkman addressed the City Council and supported maintaining zoning diversity in Rocklin which included its commercial, industrial and educational sectors.

Vice Mayor Bass emphasized the importance of having the present topic on the agenda for discussion at the City Council meeting, noting the intent was to have a conversation; expressed the City Council was accountable for its decisions today and in the future once full buildout was achieved; stated there was not a housing crisis but an affordability crisis in Rocklin; and underscored that what is being built in the city has to fit in the community.

Council Member Halldin underscored frustration with State mandates and having to comply with these requirements in the future by designating more space for multifamily housing, and supported sticking to the plan previously approved and wondered if the process could be sped up.

Council Member Janda appreciated the discussion on the topic, while he believed in expediency the challenge was complex and supported working with the development and regulatory community.

Council Member Broadway emphasized having a process that would provide control on producing affordable units, protecting areas that provide sustainability for the community, cautioned against builder's remedy, and granting community partners including the BIA an opportunity to provide feedback. He supported staff conducting research and presenting a potential option, and was concerned that by waiting ten months this would damage the potential for sustainability in the community.

Mayor Gayaldo expressed that while ten months for the assessment to be completed was long, she did not want to impede the progress of the permanent plan and hoped for a better timeline.

Council Member Halldin was concerned with diverting staff from other work and noted there was already a process underway with the consultant.

Council Member Broadway made a motion directing staff to review an interim inclusionary housing policy and corresponding draft ordinance in-lieu fee proposal, and to bring this to the City Council at a meeting in August, seconded by Vice Mayor Bass. Motion failed by the following roll call vote:

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

Council Member Janda appreciated the discussion but felt that for staff to return with an ordinance in one month was a big ask, and rather supported staff putting together a scope and some meaningful information in the future to form an ordinance.

Mayor Gayaldo was open to staff returning with more information including possibilities other cities may have, and if adjustments could be made to the timeline for conducting a permanent study.

City Manager Zimmermann stated that staff will evaluate opportunities to speed up the current process, and noted the discussion item was placed on the agenda based on feedback from the consultant and outside legal counsel that there were ways to establish an inclusionary housing ordinance and in-lieu fee policy without a nexus study.

FUTURE AGENDA ITEMS

There were none.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 9:22 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of June 24, 2025 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the July 30, 2025 Special Meeting of the City Council

Date: August 12, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the July 30, 2025 Special Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of July 30, 2025

ROCKLIN CITY COUNCIL

City Council Special Meeting
City Hall - Council Chambers
3970 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us
July 30, 2025
3:30 pm

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Gayaldo called the meeting to order at 3:30 p.m.

PLEDGE OF ALLEGIANCE

Mayor Gayaldo led the pledge of allegiance.

ROLL CALL

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

CITIZENS ADDRESSING CITY COUNCIL

Mr. Jacob Roe addressed the City Council providing an update on his journey through Sierra College, shared his future academic endeavors, and gratitude to the City Council for their support.

DISCUSSION ITEMS

D1. Interviewed Candidates for an Appointment to the Arts Commission

The City Council conducted interviews with the following applicants:

- Ashley Streight
- Marylee Hope
- Ivan Mercer
- Alan Whipple
- Holly Clark
- Lisa Marradi
- Jered Reinking

A resolution recommending the appointment will be presented to the City Council for adoption at the Regular Meeting of August 12, 2025.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 6:33 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of July 30, 2025 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Appointments to Various City Commissions

Date: August 12, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Making Appointments to the Arts Commission.
B. Adopt a Resolution of the City Council of the City of Rocklin Making an Appointment to the Parks and Recreation Commission.
C. Adopt a Resolution of the City Council of the City of Rocklin Making Appointments to the Community Recognition Commission.

Background:

On May 28, 2025, a City Council Subcommittee conducted interviews with qualified applicants to fill a scheduled vacancy on the Arts Commission and an unscheduled vacancy on the Community Recognition Commission.

On June 25, 2025, a City Council Subcommittee conducted interviews with qualified applicants to fill a scheduled vacancy on the Parks and Recreation Commission for a youth member.

Arts Commissioner Alex Shadle resigned from the Commission on June 24, 2025. The City Council held a special meeting on July 30, 2025, to conduct interviews to fill the unscheduled vacancy on the Arts Commission.

Exhibit A to each respective Resolution identifies the recommended appointments.

Fiscal Impact:

There is no fiscal impact to the staff recommendation.

ATTACHMENTS:

1. Resolution A - Arts Commission
2. Resolution B - Parks and Recreation Commission
3. Resolution C - Community Recognition Commission

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
MAKING APPOINTMENTS TO THE ARTS COMMISSION

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

Section 1. The City Council of the City of Rocklin does hereby appoint the following individuals to the Arts Commission of the City of Rocklin commencing July 1, 2025 as set forth in Exhibit A, attached hereto and hereby incorporated herein by this reference.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

APPOINTMENTS:

ARTS COMMISSION RMC Chapter 2.36 & 2.43 Four-Year Term	
Appointee	**Term Expires**
Gloria O. Beverage	6/30/2029
Holly Clark	6/30/2029

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
MAKING AN APPOINTMENT TO THE PARKS AND RECREATION COMMISSION

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

Section 1. The City Council of the City of Rocklin does hereby appoint the following individual to the Parks and Recreation Commission of the City of Rocklin commencing July 1, 2025 as set forth in Exhibit A, attached hereto and hereby incorporated herein by this reference.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

APPOINTMENT:

PARKS & RECREATION COMMISSION **RMC Chapter 2.36 & 2.44** **One-Year Term**	
Appointee	**Term Expires**
Maximus Kotte (Youth Commissioner)	6/30/2026

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
MAKING APPOINTMENTS TO THE COMMUNITY RECOGNITION COMMISSION

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

Section 1. The City Council of the City of Rocklin does hereby appoint the following individuals to the Community Recognition Commission of the City of Rocklin commencing July 1, 2025 as set forth in Exhibit A, attached hereto and hereby incorporated herein by this reference.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

APPOINTMENTS:

COMMUNITY RECOGNITION COMMISSION RMC Chapter 2.36 & 2.45 Four-Year Term	
Appointee	**Term Expires**
Price E. Johnson	6/30/2026
Laura E. Hutchison (Alternate Member)	6/30/2028

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Robbins and Holdaway Contract Amendment No. 3

Date: August 12, 2025

Submitted By: Elizabeth Sorg, Assistant to the City Manager
Andrew Keys, Assistant 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 Attorney to Execute Amendment No. 3 to the Agreement Between the City of Rocklin and Robbins and Holdaway for Legal Services.

Background:

On March 16, 2022, the City entered into a contract with Robbins and Holdaway to provide legal services related to affordable housing. Robbins and Holdaway has been primarily legal counsel for the Pacific Street Apartments project, having drafted the Affordable Housing Agreement currently in place and providing legal advice throughout the tenure of the Agreement. Two amendments to the original contract increased the not to exceed amount for affordable housing legal services to provide advice on additional affordable housing developments. Currently, Robbins and Holdaway provides services for the Pacific Street Apartments, USA affordable senior housing and the Quarry Row projects.

Community Housing Works (CHW) has secured the final 9% tax credits needed to finance the Pacific Street Apartments project, and additional legal services are needed to draft the updated Affordable Housing Agreement with CHW to finalize the project. The Resolution attached to this staff report (Attachment 1) authorizes the City Attorney, who serves as the City's purchasing officer for all legal services contracts pursuant to Rocklin Municipal Code 3.04.050, to sign Amendment No. 3, which will increase the not to exceed amount of the contract to $150,000, authorize staff to approve payment for invoices submitted by the firm that are accepted and approved by staff for legal services satisfactorily rendered to date, and extend the term of the contract to March of 2027.

Fiscal Impact:
There is no impact to the General Fund. Contract costs will be paid from the Low and Moderate Income Housing Asset Fund (270).

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Contract Amendment
3. Executed Robbins & Holdaway Contract with Amendments No. 1 and No. 2

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY ATTORNEY TO EXECUTE AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF ROCKLIN AND ROBBINS AND HOLDAWAY FOR LEGAL SERVICES

WHEREAS, the City wishes to increase the stock of affordable housing in the City; and

WHEREAS, after consultation with the City Attorney, the use of outside legal counsel is advisable to aid with compliance with the specialized, and necessary legal requirements associated with affordable housing agreements and related principles of law; and

WHEREAS, such specialized legal services are relevant and critical with respect to various issues and projects, including but not limited to the City's agreement with Community HousingWorks to construct a 110-unit affordable housing complex on Oak and Pine streets; and

WHEREAS, the City entered into a contract with Robbins and Holdaway to provide legal counsel related to affordable housing on March 10, 2022 for a not to exceed amount of $49,000; and

WHEREAS, the City entered into Amendment No. 1 on October 21, 2022, to increase the not to exceed amount of the $74,000; and

WHEREAS, the City entered into Amendment No. 2 on January 2, 2024, to increase the not to exceed amount of the $99,000; and

WHEREAS, the City wishes to enter into Amendment No. 3 to increase the not to exceed amount to $150,000 so Robbins and Holdaway can continue to provide legal services related to affordable housing and so staff can approve payment for invoices submitted by Robbins and Holdaway and accepted by City for legal services satisfactorily rendered to date; and

WHEREAS, the City Attorney is the City's purchasing officer for all contracts for legal services and consistent with Rocklin Municipal Code 3.04.050(B), legal services contracts in excess of $100,000 dollars require the City Council's approval.

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

Section 1. The Recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council approves and authorizes the City Attorney to execute Amendment No. 3 to the agreement with Robbins and Holdaway in a form attached as Exhibit A.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Docusign Envelope ID: 30164EA9-F3D6-46B0-8C59-24375AAEC6DB

THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ROCKLIN AND ROBBINS & HOLDAWAY FOR SPECIAL COUNSEL LEGAL SERVICES

This third Amendment is entered into between the City of Rocklin ("City") and Robbins & Holdaway, a professional corporation, ("Consultant").

RECITALS

WHEREAS, City and Consultant have previously entered into an agreement on March 11, 2022 to provide for special counsel legal services ("Original Agreement"); and

WHEREAS, the original Agreement was amended on and effective October 21, 2022 to reflect the compensation for the Agreement to not exceed the total sum of seventy-four thousand dollars ($74,000); and

WHEREAS, the Agreement was amended on and effective January 4, 2024 to reflect the compensation for the Agreement to not exceed the total sum of ninety-nine thousand dollars ($99,000); and

WHEREAS, City and Consultant desire to amend the Agreement to increase the amount of compensation payable to Consultant by fifty one thousand dollars ($51,000), for a total of one hundred and fifty thousand dollars ($150,000) ("Third Amendment"); and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. Section of the Agreement entitled "Fees" is amended as of the effective date of this Third Amendment to read as follows:

Fees.

> Mark J. Huebsch will have primary responsibility for your representation. At any time, we may also use other attorneys, legal assistants, and other law firm personnel as may be helpful in representing your interests. If Mark is unavailable to have primary responsibility over your representation, we will obtain your prior approval before assigning another attorney to the matter. Our time will be billed at $300 per hour. The rates charged to your account will not be changed except upon at least thirty days' notice with your agreement. The total fees charged under this Agreement shall not exceed One Hundred Fifty Thousand Dollars ($150,000).

II. Addition of a Section of the Agreement entitled "Term of Agreement" is to be included as of the effective date of this Third Amendment to read as follows:

Docusign Envelope ID: 30164EA9-F3D6-46B0-8C59-24375AAEC6DB

Term of Agreement.

This agreement shall commence as of March 11, 2022 and shall end on March 11, 2027.

III. **REAFFIRMATION**

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

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between City and Consultant.

V. **EFFECTIVE DATE**

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

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 30164EA9-F3D6-46B0-8C59-24375AAEC6DB

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

CITY OF ROCKLIN

Date:_____ By:_____
Matthew McOmber, City Attorney

ATTEST:
Avinta Singh
City Clerk

By: _____
Avinta Singh, City Clerk

ROBBINS & HOLDAWAY

Date: 7/28/2025 | 3:22 PM PDT

DocuSigned by:
By: DIANE E ROBBINS
Diane E Robbins, CEO/Secretary
Tax I.D.#: 33-0080945

AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES

This Agreement for Special Counsel Legal Services ("Agreement") is made and entered into as of March 11, 2022 by the CITY OF ROCKLIN ("City") and ROBBINS & HOLDAWAY, a professional corporation ("RH"). The CITY and RH are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City desires to retain RH to provide special counsel legal services to the City in connection with various transactional matters as may from time to time arise as determined by the City; and

WHEREAS, the attorneys of RH are duly licensed under the laws of the State of California and are fully qualified to provide the special counsel legal services contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises exchanged in this Agreement and the foregoing recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Special Counsel Services.

The City hereby retains RH to provide and RH agrees to provide special counsel legal services to the City in connection with proposed disposition and development agreements pertaining to the proposed Oak and Pine and Big Gun redevelopment projects. It is mutually understood that general counsel services will continue to be provided by the City Attorney.

Fees.

Mark J. Huebsch will have primary responsibility for your representation. At any time, we may also use other attorneys, legal assistants, and other law firm personnel as may be helpful in representing your interests. If Mark is unavailable to have primary responsibility over your representation, we will obtain your prior approval before assigning another attorney to the matter. Our time will be billed at $300 per hour. The rates charged to your account will not be changed except upon at least thirty days' notice with your agreement. The total fees charged under this Agreement shall not exceed Forty-Nine Thousand Dollars ($49,000).

Reimbursement For Expenses.

In addition to the above fees, RH will be reimbursed for out-of-pocket expenses incurred in connection with its representation of the City, including, but not limited to, filing fees, fees for electronic filing, long distance telephone calls, telegrams, outside messenger service, document production and reproduction, travel at the City's request (not including mileage), hotel, meals, and toll charges and similar items.

Monthly Bills.

RH shall submit monthly billing statements to the City. The monthly billing statements shall separately identify the services performed on a particular day in a single time entry and will include an itemization, or single charge, of RH's out-of-pocket expenses. Payment is due within thirty (30) days of the date of each monthly billing statement.

Experts.

RH will not retain experts pursuant to this Agreement without the prior written approval of City staff. If any expert is so retained, RH may elect to pay the fees and charges of retained consultants or other professionals and then include such fees and charges in its monthly billing statement for reimbursement by the City; or, RH may forward any and all bills received from retained consultants or other professionals to the City and the City will pay it directly.

Termination.

Either the City or RH may terminate RH's representation at any time, without cause, subject to an obligation to give notice in writing to the other party at least thirty (30) days prior to termination. Notwithstanding the termination of RH's representation, the City will remain obligated to pay to RH all fees and costs incurred prior thereto. Upon termination of this Agreement, including any early termination of this Agreement:

RH shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

CITY shall have full ownership and control of all such writings delivered by RH pursuant to this Agreement.

CITY shall pay RH the agreed upon fees for services rendered by RH to the date of termination pursuant to this Agreement not to exceed the amount documented by RH and approved by CITY as work accomplished to date; provided, however, that is no event shall any payment hereunder exceed the amount of the agreement specified in Section "Fees" above, and further provided, however, CITY shall not in any manner be liable for lost profits which might have been made by RH had RH completed the services required by this Agreement.

Modifications to this Agreement.

Unless otherwise provided for in this Agreement, modifications relating to the nature, extent or duration of RH's professional services to be rendered hereunder shall require the prior written approval of the City Attorney, or his or her designee. Any such written approval shall be deemed a supplement to this Agreement and shall specify any changes to this Agreement.

Independent Contractor.

The City and RH agree that any employee of RH providing legal services under this Agreement is at all times acting as an independent contractor rather than as an employee of the City. RH's employees shall at all times be under RH's exclusive direction and control. RH and its employees are free to contract to provide similar or different legal services to other clients while RH is under contract with the City. No provision of this Agreement shall be interpreted or construed to give the City the right to (i) direct RH or any employee of RH as to the details of how the legal services provided hereunder are to be rendered or (ii) exercise any measure of control over the means by which such legal services are accomplished. The City only has the right to direct RH as to the desired end results with respect to any legal services to be provided hereunder. No employee of RH shall be eligible for any employee benefits provided by the City in connection with performance of legal services under this Agreement. Except for fees and costs paid to RH as provided in this Agreement, the City shall not pay salaries, wages or other compensation to RH or to any employee of RH for performing legal services for the City hereunder.

Insurance.

We are also required to inform you that we currently maintain professional liability insurance with limits of at least $1,000,000 per claim.

Assignment and Delegation.

This Agreement contemplates the professional services of RH and this Agreement, or any-portion thereof, shall not be assigned or delegated without the prior written consent of the City. Delegation to attorneys outside RH shall be limited to those situations in which RH is disqualified by virtue of a conflict of interest, or where RH does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without the prior written approval of the City and RH. RH shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest.

Arbitration.

We rarely have fee disputes with clients. Nevertheless, you should be aware that the City is entitled to require that any fee dispute be resolved through the mandatory fee arbitration provisions of the California Business and Professions Code. Many local bar associations have such programs. In the event that you choose not to utilize the County Bar arbitration procedures, you agree that all fee disputes between us shall be submitted to binding arbitration in San Bernardino to be conducted by the American Arbitration Association, in accordance with its commercial arbitration rules. The City has the right to terminate our representation at any time. We have the same right, subject to our obligations under the California Rules of Professional Conduct that apply to attorneys licensed by the State Bar. If the City elects to terminate the Firm, we will be paid all fees and costs incurred prior to the termination within 30 days after delivery of a final bill of services.

General Provisions.

The text herein shall constitute the entire agreement between the Parties. There are no oral agreements or understandings or any other written agreements which directly or indirectly affect the terms and conditions of this Agreement.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall-remain in full force and effect.

No addition, modification, amendment, or deletion to this Agreement shall be valid unless it is in writing and executed by the parties to this Agreement.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Attorney.

The City and RH agree that the construction and interpretation of this Agreement and the rights and duties of the City and RH hereunder shall be governed by the laws of the State of California.

RH agrees to scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. RH shall immediately inform the City of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of RH.

RH agrees to comply with all federal, state and local laws, rules, and regulations, now or hereafter in force, pertaining to the services performed pursuant to this Agreement.

Venue for any proceeding under this Agreement shall be in the County of Placer, California.

RH agrees to comply with all applicable fair employment and equal opportunity practices and not to discriminate against any applicants or employees of RH because of their membership in a protected class.

Results not guaranteed. The City has been told, recognizes and understands that RH has made no guarantee promising the success or outcome of any legal action or negotiation.

Entire Agreement.

This Agreement shall constitute the full and complete Agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of either party relating to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representative of these parties has caused this Agreement to be executed as of the dates indicated below.

CITY OF ROCKLIN

Dated: 03/10/22 By: A.R

ROBBINS & HOLDAWAY

Dated: 3-11-22 By: Diane E. Robbins

DIANE E. ROBBINS, CEO

Dated: 3-11-22 By:

RICHARD E. HOLDAWAY Secretary

APPROVED AS TO FORM:

BY:

Sheri Chapman
City Attorney

ATTEST:

BY:

Hope Ithurburn
City Clerk

DocuSign Envelope ID: 712A2B3E-CAE7-487A-816F-53F6DFC51AAC

AMENDMENT NO. 1
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND ROBBINS AND HOLDAWAY GROUP DATED EFFECTIVE MARCH 11, 2022

This Amendment is entered into as of the 10/21/2022 | 4:59 PM PDT day of October, 2022, by and between the City of Rocklin, a municipal corporation ("City") and Robbins and Holdaway ("Contractor"), who agree as follows:

RECITALS

WHEREAS, the parties entered into a Contract for Services on March 11, 2022, to provide special counsel legal services (hereafter "Agreement"); and

WHEREAS, the parties wish to increase the not to exceed amount provided therein.

AGREEMENT

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

1. The section of the Agreement entitled "Fees" subsection is amended to reflect the compensation for the Agreement shall not exceed the total sum of seventy-four thousand dollars ($74,000).

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

Executed as of the date first written above.

CITY OF ROCKLIN

DocuSigned by:
By: Aly Zimmermann
66D99BDD198445B...
Aly Zimmermann, City Manager

CONTRACTOR

DocuSigned by:
By: Diane E. Robbins
3C52716109B8498...
Print Name: Diane E. Robbins
Title: CEO

DocuSign Envelope ID: 712A2B3E-CAE7-487A-816F-53F6DFC51AAC

DocuSigned by:
By: Richard E Holdaway
79F8C34C8AA0484...
Print Name: Richard E Holdaway
Title: Secretary

APPROVED AS TO FORM:

DocuSigned by:
By: Sheri Chapman
F3B1093A1D74413...
Sheri Chapman, City Attorney

ATTEST:

DocuSigned by:
By: Hope Ithurburn
A99E538144D94FF...
Hope Ithurburn, City Clerk

DocuSign Envelope ID: CC853790-A8DF-455D-AD05-CFEB69FF19CE

AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN
THE CITY OF ROCKLIN AND ROBBINS AND HOLDAWAY

This Amendment is entered into on 1/4/2024 | 11:43 AM PST, by and between the City of Rocklin, a municipal corporation ("City") and Robbins and Holdaway ("Contractor") who agree as follows:

RECITALS

WHEREAS, City and Contractor entered into an Agreement dated March 11, 2022, to provide special counsel legal services; and

WHEREAS, the City and Contractor agree to amend the Agreement to increase the not to exceed amount provided therein.

AGREEMENT

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

1. The section of the Agreement entitled "Fees" is amended to reflect the compensation under the Agreement shall not exceed ninety-nine thousand dollars ($99,000).

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.

"CITY"

DocuSigned by:
By: Aly Zimmermann
68D99BDD188445B...
Aly Zimmermann, City Manager

"CONTRACTOR"

DocuSigned by:
By: Diane E. Robbins
38C527161098488...
Diane E. Robbins, CEO

DocuSigned by:
By: Richard E. Holdaway
79F8C34C8AA0484...
Richard E. Holdaway, Secretary

APPROVED AS TO FORM:

DocuSigned by:
By: Daniel Cucchi
6F3D87345F1448...
Daniel Cucchi, Interim City Attorney

ATTEST:

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

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Affordable Housing Agreement for Estia at Rocklin

Date: August 12, 2025

Submitted By: Elizabeth Sorg, Assistant to the City Manager
David Mohlenbrok, Community Development Director
Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Estia at Rocklin Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants and Authorizing the City Manager to Execute the Agreement.

Background:

On September 27, 2022, the City Council of the City of Rocklin approved the design review for a 181 single-story apartment home project on the northwest corner of University Avenue and Sunset Boulevard, otherwise known as Estia (APN 017-276-007). This project required a General Plan Amendment and changed the land use designation from Business Professional to Medium High Density Residential. As a condition of approval, 18 of the 181 units (9.95 percent) would be set aside for renters with a household income at 80% of the Area Median Income (AMI) or less.

On October 10, 2023, the project proponent returned to City Council to seek further approval to modify their plans to replace some of the single unit and duplexes initially proposed with four-plex and eight-plex buildings instead. This brought the total number of units up to 200 and the number of affordable units up to 20. The City Council approved these modifications and the project proceeded with 20 affordable units.

Prior to the issuance of improvement plans, the developer is required to enter into an affordable housing agreement with the City to provide the 20 affordable units as required by the conditions of approval. The applicable condition of approval reads:

> 23. Affordable Housing
>
> Prior to the issuance of improvement plans, the developer shall enter into an agreement with the City to provide a minimum of 10% (twenty [20] units) of affordable housing to include qualifying units in the lower income category (e.g.,

80% or under Area Median Income (AMI), for a term of fifty-five (55) years, in a form to the satisfaction of the City Attorney and Community Development Director. The affordability restriction shall be recorded against the property, to the satisfaction of the City Attorney."

Staff has worked with the project proponent and drafted an affordable housing agreement (Attachment 2) which secures the 20 units at an affordable price for qualified applicants at 80% or less AMI. The Agreement requires annual noticing to the City to provide information about rental rates and occupancy. This agreement will be recorded against the property to ensure compliance for the 55-year term.

Staff recommends that the City Council adopt the Resolution (Attachment 1) approving and authorizing the City Manager to execute and to have recorded the Regulatory Agreement and Declaration of Restrictive Covenants for the affordable units at Estia.

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

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Affordable Housing Regulatory Agreement (Estia at Rocklin)

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE ESTIA AT ROCKLIN AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, pursuant to Resolution No. 2022-195, Estia at Rocklin Design Review, approved by the City Council of the City of Rocklin on September 27, 2022, the City Council required the applicant of the Estia at Rocklin project to preserve approximately 10% of the units to be rented at an affordable rate to an income qualified applicant for a total of 18 units; and

WHEREAS, as a condition of approval, the applicant is required to record the affordable housing agreement, to the satisfaction of the City Attorney, prior to the approval of improvement plans; and

WHEREAS, pursuant to Resolution No. 2023-161, Estia at Rocklin Design Review Modification, approved by the City Council of the City of Rocklin on October 10, 2023, the number of affordable units increased to 20 total units due to an increase in the total number of approved units for the project; and

WHEREAS, the owner of the property, TI Investors of Rocklin Apartments LLC, has engaged with city staff to draft the Regulatory Agreement and Declaration of Restrictive Covenants and has agreed to all the terms in the Agreement; and

WHEREAS, the City Attorney finds the proposed agreement meets the Affordability Requirements outlined in the applicable condition of approval.

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

Section 1. The City Council of the City of Rocklin approves the Regulatory Agreement and Declaration of Restrictive Covenants in substantially the form as attached hereto as Exhibit A.

Section 2. The City Council of the City of Rocklin authorizes the City Manager to execute the agreement and to cause the same to be recorded in the Placer County Office of the Recorder.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

No fee for recording pursuant to Government Code Section 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Rocklin
Attention: City Clerk and Housing Division
3970 Rocklin Road
Rocklin, California 95677

Space Above this Line for Recorder's Use

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

(Estia at Rocklin)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of _____ ("Effective Date"), by and between the **City of Rocklin**, a California municipal corporation ("City"), and TI Investors of Rocklin Apartments LLC, a California Limited Liability Company ("Owner"), with reference to the following recitals of fact. City and Owner may be individually referred to herein as a "Party," and collectively as "Parties."

RECITALS

A. WHEREAS, Owner is the fee title owner in the real property described in Exhibit A, attached hereto, and incorporated herein by reference (the "Property"); and

B. WHEREAS, in connection with the development of a 200-unit apartment project known as "Estia at Rocklin" (the "Project"), the City Council of the City adopted Resolution No. 2023-161 approving a design review to modify an approved project (the "Council Resolution");

C. WHEREAS, pursuant to Condition B.23 of the Council Resolution, the Project shall be subject to an affordability regulatory agreement restricting 10% of the Project's units, or 20 units at the Project (the "Affordability Condition"); and

D. WHEREAS, City and Owner desire to enter into this Agreement to satisfy the Affordable Condition by imposing affordability restrictions on 20 units at the Project as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The following terms have the respective meanings assigned to them in this Agreement.

1.1 "Agreement" means this Regulatory Agreement and Declaration of Restrictive Covenants.

1.2 "City" means the City of Rocklin.

1.3 "Code" means the municipal code of the City of Rocklin.

1.4 "CTCAC" means the California Tax Credit Allocation Committee or any successor agency thereto.

1.5 "Event of Default" shall have the meaning set forth in Section 7.1, below.

1.6 "Indemnitees" shall have the meaning set forth in Section 8, below.

1.7 "Low-Income Household" means a household whose income does not exceed 80% of Median Income applicable to Placer County, adjusted for family size, as published and annually updated by the United States Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937, and as published annually by CTCAC. If such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, then the City will provide other income determinations that are reasonably similar with respect to methods of calculations to those previously published by the state or provide an adequate substitute manner for determining the Median Income.

1.8 "Low-Income Units" means the Units which, pursuant to Section 2, below, are required to be occupied by Low-Income Households.

1.9 "Median Income" means the median income adjusted for household size applicable to Placer County as determined annually by the United States Department of Housing and Urban Development as calculated in accordance with the applicable rules and regulations of the California Tax Credit Allocation Committee. If such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, then the City will provide other income determinations that are reasonably similar with respect to methods of calculations to those previously published by the state or provide an adequate substitute manner for determining the Median Income.

1.10 "Owner" means TI Investors Rocklin Apartments LLC, a California Limited Liability Company, or its successor in interest.

1.11 "Property" means the real property described in Exhibit A attached hereto.

1.12 "Project" means the 200-unit apartment complex located at the Northwest corner of University Avenue and Sunset Boulevard (APN 017-276-010-000), in the City of Rocklin, Placer County, California.

1.13 "Rent" means the monthly total of payments by the tenants of a Unit for the following: use and occupancy of the Unit and associated facilities, including parking; the separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits; the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, internet or television; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant.

1.14 "Tenant" means an occupant of the Units.

1.15 "Term" means the period of time beginning on the date of the issuance of the last certificate of occupancy for the Units and ending 55 years thereafter.

1.16 "Unit" means each of the 20 multifamily rental units of the Project that will be constructed on the Property as Low-Income Units.

2. Affordability Covenants.

2.1 Occupancy Requirement. 20 of a total of 200 Units in the Project shall be occupied by Low-Income Households.

2.2 Allowable Rent. Subject to Section 2.4 below, the monthly Rent charged for the Low-Income Units shall not exceed one-twelfth of 30% of 80% of the Median Income applicable to Placer County, adjusted for assumed household size.

2.3 Lease Provisions. The lease for all Low-Income Units shall include provisions which authorize Owner to immediately terminate the tenancy of any Household one or more of whose members misrepresented any fact material as to the Household's qualification as a Low-Income Household, to the fullest extent allowed by applicable laws, rules and regulations. Each lease or rental agreement of a Low-Income Unit shall also provide that the Household is subject to annual certification in accordance with Section 4, below.

2.4 Calculation of Rents. The Rent levels, income limits and household size set forth in this Regulatory Agreement shall be calculated in accordance with the applicable rules, regulations and procedures of CTCAC. Owner shall provide City with notice annually of the then-applicable Rent levels. If such

CTCAC rent schedules are no longer published, no longer applicable, or are not updated for a period of at least eighteen (18) months, then the City will provide other rent schedules that are reasonably similar with respect to methods of calculations to those previously published by the state or provide an adequate substitute manner for determining the maximum Rent for the applicable Unit.

3. Operation and Maintenance of the Project.

3.1 Residential Use. The Project shall be operated for residential use (and related facilities such as common areas, parking facilities and similar amenities) only in accordance with the Code. No part of the Project shall be operated as transient housing or commercial use other than otherwise required by law.

3.2 Taxes and Assessments. Owner shall pay all taxes, assessments, charges, fees, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes, and other governmental charges, levied, imposed, or assessed against it, or payable by it, its income, or the Property otherwise due and payable, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, owner shall have the right to contest, in good faith, any such taxes, assessments, or charges by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. In event Owner exercises its right to contest any tax, assessment or charge, Owner, upon final determination of the preceding, shall immediately pay or discharge any judgment rendered against it, together with all costs, charges and interest. Nothing in this Agreement shall in any way prohibit, limit or condition Owner's right to apply for and receive a partial or total abatement of property taxes, including, without limitation, any abatement available pursuant to Sections 214(g) and/or 236 of the California Revenue and Taxation Code.

3.3 Management and Maintenance. Owner shall operate and manage the Property in the same manner as is customary and usual in the operation and management of affordable apartment communities generally. Owner shall maintain the Project in good repair and condition, and in a neat, clean, and orderly condition, including walkways, driveways, alley ways and landscaping, and, from time to time, make all necessary and proper repairs, renewals, and replacements to all improvements, including the buildings and building systems with the Project.

3.3.1 Management, Maintenance, and Service Responsibilities. Owner shall be responsible for all management, maintenance, and service functions with respect to the Property and the Project, including without limitation the certification and recertification of household income and eligibility, evictions, collection of rents and deposits,

maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management, maintenance, or service of the Property or the Project.

3.3.2 Repair, Maintenance and Security. Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations, reasonable wear and tear accepted. Without limiting the foregoing, Owner agrees to maintain the Project and the Property (including without limitation, the Units, common areas, meeting rooms, landscaping, driveways, commercial building(s) and areas, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the Project located thereon in good condition and repair.

3.3.3 City's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 3.3.2, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), provided that, if a cure cannot reasonably be effected within such 30-day period and so long as Owner commences a cure within thirty (30) days after receipt of such notice and thereafter diligently and expeditiously proceeds to cure such breach to completion, then such 30-day period will be extended for such time as is reasonably necessary for Owner in the exercise of due diligence to cure such breach but not to exceed ninety (90) days without approval of the City which approval shall not be unreasonably withheld, conditioned or delayed. If such breach is not cured as provided above, then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall constitute indebtedness, and shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefore shall bear interest at the lesser of 10% per annum or the highest rate permitted by applicable law. The rights and remedies of

City set forth herein shall be in addition to any right or remedy the City may have in the exercise of the City's police powers and nothing herein shall in any way be deemed to limit or abrogate any police or other power the City may have at law.

3.4 Non-Discrimination; Compliance with Fair Housing Laws.

3.4.1 Fair Housing. Owner shall comply with state and federal fair housing laws in the marketing and rental of the Units in the Project subject to Sections 2.1 and 2.2 of this Agreement. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

3.4.2 Non-Discrimination. The Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or any other impermissible basis under federal, state, or local law in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the dwelling units at the Property and the Project, nor shall the Owner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy for the dwelling units of tenants, lessees, subtenants, sublessees or vendees of the Property and the Project or in connection with the employment of persons for the construction, operation and management of the Property, Project, or any Unit on the Property. The foregoing covenants shall run with the land for the duration of this Agreement. All deeds, leases or contracts made or entered into by Owner as to the Units over the Property, or portion thereof, shall contain the following covenants concerning discrimination:

In Deeds:

"The grantee herein covenants by and for itself or himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m)

and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, or any other impermissible basis under federal, state, or local law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through it or him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub lessees, subtenants or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51, Section 4760, and Section 6714 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph."

In Leases:
"The lessee herein covenants by and for itself or himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, or any other impermissible basis under federal, state, or local law in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub lessees, subtenants or vendees in the land herein leased. The foregoing covenants shall run with the land.

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51, Section 4760, and Section 6714 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph."

In Contracts:
"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, or any other impermissible basis under federal, state, or local law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of property, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub lessees, subtenants or vendees in the land. The foregoing covenants shall run with the land.

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51, Section 4760, and Section 6714 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph."

3.5 No Condominium Conversion. Owner shall not convert the Units in the Property to condominium or cooperative ownership or sell condominium or cooperative rights to the Units during the Term of this Agreement.

4. Reporting.

4.1 Income Certification and Reporting.

4.1.1 Owner will obtain, complete, and maintain on final, immediately prior to initial occupancy, and annually thereafter, complete certifications from each Low-Income Household renting any of the Low-Income Units. Owner shall make a good-faith effort to verify that the income provided by an applicant or occupying household income certification is accurate by taking one or more of the following steps as part of the verification process: (1) obtain a pay stub for the most recent pay period, (2) obtain an income tax return for the most recent tax year (3) conduct an income inquiry through a credit reporting agency, (4) obtain an income verification form from the applicant's current employer, (5) obtain an income verification form from the Social Security Administration or the California Department of Social Services, if the applicant receives assistance from either of such agencies, (6) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be made available to City immediately upon request.

4.2 Reserved.

4.3 Annual Report to City. Owner shall submit to City (i) not later than 120 days after the close of each calendar year, a report to City setting forth the status of Owner's compliance with the requirements of this Agreement, and (ii) within 30 days after receipt of a written request, any other information or completed forms requested by City in order comply with reporting requirements of the State of California.

4.3.1 The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number; (ii) number of bedrooms; (iii) current rent, utility, and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total household Gross Income of residents; (vii) documentation of source of household income; (viii) lease commencement and termination dates; (ix) initial move-in date; and (x) the information required by Section 4.1.

4.3.2 Owner shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as the City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by the City.

4.4 Additional Information. Owner shall provide any additional information reasonably requested by the City. Further, Owner shall provide City with any information it requests which City, in its reasonable discretion, deems necessary to ensure Owner's compliance with this Agreement within 30 days

of the request (or such longer period as is determined reasonably necessary by both parties to compile any such information). Upon reasonable prior notice of at least ten (10) days advance written notice, City shall have the right to examine all books, records or other documents of Owner, which pertain to any Unit, the Project, or the Property.

4.5 Records. Owner shall maintain complete, accurate and current records pertaining to the Units, the Project, and the Property, and shall permit any duly authorized representative of City, during normal business hours and with reasonable prior written notice as specified in Section 4.4 above, to inspect records, including records pertaining to income and household size of tenant households. All tenant lists, applications and waiting lists relating to the Project shall, at all times, be kept separate and identifiable from any other business records of Owner and shall be maintained as required by this Agreement, and reasonable condition for proper audit and subject to examination during normal business hours by representatives of City.

4.5.1 Owner shall maintain tenant leases, income certifications and other matters related to the leasing of the Units for a period of five (5) years after the final date of occupancy by the tenant.

4.5.2 Records must be kept accurate and up-to-date. City shall notify Owner of any records it reasonably deems insufficient. Owner shall have fifteen (15) calendar days from such notice to correct any specified deficiency in the records, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Owner shall begin to correct the deficiency within fifteen (15) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

4.5.3 With at least 48-hours' notice, during normal business hours, Owner shall provide City and its authorized agents and representatives access to the books, documents, papers and records of the Project and Units for the purpose of making audits, examinations, excerpts and transcriptions. Owner shall be allowed to have a representative present during any such examination.

5. Reserved.

6. Transfer of Property. Owner shall not transfer the Property to a new Owner unless such transferee has agreed, in writing and in a form suitable for recordation, to be bound by the terms of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, successors and assigns. Owner shall not sell, transfer or otherwise dispose of the Property, any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to City an express written assumption of all of Owner's obligations under this Agreement, on a form reasonably acceptable to City. Upon assignment

and assumption by a successor entity, as approved by City, Owner shall be released from all prospective liability and responsibility under the terms of this Agreement.

7. Defaults and Remedies.

7.1 Event of Default. An Event of Default shall arise hereunder if Owner fails to perform any term, provision, covenant, or obligation under this Agreement and fails to cure such default within thirty (30) days after City has notified Owner in writing of the default, or if the default cannot be reasonably cured within thirty (30) days, and so long as Owner commences a cure within thirty (3) days after receipt of such notice and thereafter diligently proceeds to cure and completed such cure, then such thirty (30) day period to cure shall be extended for us to (90) days, or such longer period as City may approve, which approval shall not be unreasonably, withheld, conditioned or delayed.

7.2 Remedies.

7.2.1 If within the applicable cure period, Owner fails to cure an Event of Default or fails to commence to cure and diligently pursue completion of a cure, as applicable, City may proceed with any of the following remedies:

(a) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;
(b) For violations of obligations with respect to rents for the Units, impose as a charge, to be payable to City, in an amount equal to the actual amount collected in excess of the Rent as applicable;

(c) Bring an action for damages; and/or

(d) Pursue any other remedy allowed at law or in equity.

7.2.2 Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement. Any failure or delay by City in asserting any of its rights or remedies, including specific performance, as to any Event of Default shall not operate as a waiver of any default or of any such rights or remedies or deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.3 Cure by Lender or Limited Partner. City agrees to accept a cure made by Owner's lenders and/or limited partners on the same basis as if such cure

was tendered by Owner.

8. Indemnification. Owner, for itself and all assigns hereunder, hereby agrees to indemnify, defend (with counsel reasonably selected by the City) and hold harmless the City, its City Council, boards, commissions, members, officers, directors, representatives, consultants, agents and employees, individually and collectively ("Indemnitees") against any and all claims, suits, actions, losses, damages, liability, and expenses (including reasonable attorneys' fees) of every kind, nature and description made against all or any of the Indemnitees (collectively "Claims") which arise out of or in connection with, directly or indirectly, Owner's performance or non-performance of its duties and obligations under this Agreement caused in whole or in part by any negligent act or omission of Owner, any contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the Indemnitees. The provisions of this section shall survive the expiration or earlier termination of this Agreement. The obligations of Owner to indemnify the Indemnitees shall survive any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, any release of record of a lien of a deed of trust, and this Agreement.

9. Miscellaneous.

   9.1 Covenants. The provisions contained in this Agreement are covenants which subject and burden the Property, as covenants running with the land. It is intended and agreed that the agreements and covenants provided in the Agreement shall be covenants running with the land and equitable servitudes on the land and that they shall, in any event, and without regard to technical classifications or designation be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, the City's successors and assigns, any other governmental entity acting within its authority and any successor in interest to all or any part of the Property against the Owner, its successors and assigns and every successor in interest to all or any part of the Property, regardless of any sale, assignment, refinancing, conveyance or transfer of the Property, or any part thereof or interest therein, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by City. References in this Agreement to Owner shall include all such successors, assigns, occupants, transferees, and any other party over which Owner can enforce its rights concerning such covenants.

   Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property (other than the tenants of the individual Units) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, lease or other instrument affecting or conveying the Property or Units or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set

forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, lease or other instrument. If any such contract, deed, lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall continue to be enforced as equitable servitudes against the Property, or any part thereof or interest therein, in favor of City.

9.2 Rights of Mortgagee. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

9.3 Parties Not Co-Venturers; No City Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Project. Owner and its employees are not employees of City. Furthermore, Owner and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Owner shall not have any authority to act as an agent of City or to bind City to any obligation.

9.4 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's City Manager or by any person who shall have been designated by the City's City Manager, without further approval by the City Council.

9.5 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be

construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Rocklin shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

9.6 Laws. Nothing contained in this Agreement shall be construed as permitting the violation of any requirement of the federal, state, or local statutes, ordinances, or regulations, including, but not limited to, the laws or rules of the City of Rocklin, it being the intent of this Agreement to impose additional restrictions over and above the requirements of any such ordinances. Owner shall comply with all federal, state, and local laws, rules, regulations, and guidelines.

9.7 Modifications. City and its successors and assigns, and Owner and its successors and assigns, shall have the right to consent and agree to changes in, or to eliminate in whole or in part any of the covenants or restrictions contained in this Agreement without the consent of any tenant, lessee, easement holder, licensee, trustee, or any other person or entity having any interest less than a fee in the Property.

9.8 Attorneys' Fees. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

9.9 Recording and Filing. Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the County of Placer.

9.10 Notice of Expiration of Term. At least six (6) months prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, and (iii) a statement that a copy of such notice will be sent to the City.

9.11 Governing Law and Venue. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Agreement 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.

9.12 Waiver of Requirements. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or

failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

9.13 Amendments. This Agreement may be amended only by a written instrument executed by the City and the Owner or their successors in title, and duly recorded in the real property records of the County of Placer. All amendments to this Agreement must be approved as to form by the City Attorney.

9.14 Notices. All notices that are required to be given by one party to the other under this Agreement 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
3970 Rocklin Road
Rocklin, CA 95677
Attn: City Manager and Housing Division

Copy to: City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Attn: City Attorney
E-mail address: LegalNotices@rocklin.ca.us

Owner: TI Investors of Rocklin Apartments LLC
11060 White Rock Road, Ste 150
Rancho Cordova, CA 95670
Attn: Chris Dickinson
E-Mail address: cdickinson@hbtsac.com

Copy to: TI Investors of Rocklin Apartments LLC
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203
Attn: Mark Madigan
E-mail address: mark.madigan@zilber.com

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this section. Notices shall be deemed delivered upon receipt or refusal thereof, or with respect to e-mail, on the day

of sending such e-mail if sent before 5:00 p.m. on a business day and, otherwise, on the next business day. Such addresses may be changed by notice to the other party given in the same manner as provided above. City agrees to provide copies of all notices to Owner to Owner's limited partner.

9.15 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement. No member, director, employee or agent of Owner shall be personally liable to City, in the event of any default or breach by Owner, or for any amount of money which may become due to City or for any obligation of Owner under this Agreement.

9.16 Non-Discrimination in Employment and Equal Employment Opportunity. Owner 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, age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

9.17 Severability. If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

9.18 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, Owner hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Owner is obligated, which breach would have a material effect hereon.

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

9.20 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

9.21 City's Acquisition of Fee Title. In the event City acquires fee title to the Property or Project, City may, in its sole discretion by written instrument, terminate, amend or modify this Agreement from time to time as it sees fit.

9.22 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the dates set forth below to be effective on the Effective Date.

CITY:

CITY OF ROCKLIN,
a California municipal corporation

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

NOTICE: SIGNATURE(S) MUST BE NOTARIZED

OWNER: TI INVESTORS OF ROCKLIN APARTMENTS LLC., a California limited liability company
By: Towne Realty, Inc., its Manager

By: _____

NOTICE: SIGNATURE(S) MUST BE NOTARIZED

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF_____)

On_____, before me,_____, a Notary Public in and for said State, personally appeared,_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public [SEAL]

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF_____)

On_____, before me,_____, a Notary Public in and for said State, personally appeared,_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public [SEAL]

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.N MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 OF THE CERTAIN FINAL MAP OF “ESTIA AT ROCKLIN”, FILED IN BOOK 36 OF PARCEL MAPS AT PAGE 127, PLACER COUNTY RECORDS.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Affordable Housing Agreement for Quarry Row

Date: August 12, 2025

Submitted By: Elizabeth Sorg, Assistant to the City Manager
David Mohlenbrok, Community Development Director
Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Affordable Housing Agreement for the Quarry Row project and Authorizing the City Manager to Enter into the Agreement.

Background:
On January 21, 2021, the City Council approved the Tentative Subdivision Map (TSM) for a 7.4 acre housing development on the corner of Pacific and Grove Street. This development, called Quarry Row, required a General Plan Amendment due to a reduction in density for the site. Because of this reduction in density, as a condition of approval the project is required to sell approximately 10%, or seven total units, at an affordable purchase price to income qualified buyers. The condition is included below:

Affordability Requirement
The project shall record an affordability regulatory agreement for these lots, or equivalent, to the satisfaction of the City Attorney, prior to approval of the Final Map. Said contract shall include the following provisions:

1. The Developer would be required to initially sell a minimum of seven (7) of the units to a person or family earning (80% or Less AMI) and at a price affordable to said persons as calculated by the City. Both the actual sales price and income eligibility of the buyers to be verified by the City.
2. The contract or deed restriction over the affordable properties is to run with the land and obligate the buyer(s) of each of the affordable properties.
3. Subsequent to the original sale of each affordable unit by the developer to a qualified buyer, further sales of each affordable property would be permitted at market rates provided any sale of one of the properties before five (5) years from the original sell date would entitle the City to 100% of any equity that is created between the then applicable affordable sale price and whatever market rate price the property sells for at the time it is first resold. A sale after five (5) years of ownership would entitle the City to 50% of the

equity created between the then applicable affordable sale price and whatever market rate price the property sells for at the time it is first resold. Subsequent sales of each affordable unit beyond the original first resale by the original purchaser (or heir) would not trigger an equity share requirement with the City.

Prior to the recording of the Final Map, the developer must record an affordable housing regulatory agreement for the seven identified affordable lots. Staff has drafted an affordable housing regulatory agreement, included as Attachment 2 to this staff report, to be executed and recorded in compliance with the condition of approval. The developer and their legal counsel have approved the terms presented.

Staff recommends the City Council adopt the Resolution authorizing the execution of the affordable housing agreement, which is included as Attachment 1. The Resolution also authorizes the City Manager to cause the agreement to be recorded.

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

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Affordable Housing Agreement (Quarry Row)

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE QUARRY ROW AFFORDABLE HOUSING AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, pursuant to Resolution No. 2021-20, Quarry Row Tentative Subdivision Map (SD2016-0003), approved by the City Council of the City of Rocklin on January 26, 2021, the City Council required the applicant of the Quarry Row project to enter into an affordable housing agreement restricting the sale of 10% or seven total units to be sold to those earning 80% or less of the Area Median Income; and

WHEREAS, as a condition of approval, the applicant is required to record the affordable housing agreement, to the satisfaction of the City Attorney, prior to the approval of the final map; and

WHEREAS, the owner of the property, KB Home Sacramento, has engaged with city staff to set the procedures for the sale of the affordable units and agreed to the terms for sale of the units; and

WHEREAS, the City Attorney finds the proposed agreement meets the Affordability Requirements outlined in the applicable condition of approval.

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

Section 1. The City Council of the City of Rocklin approves the Affordable Housing Agreement in substantially the form as attached hereto as Exhibit A.

Section 2. The City Council of the City of Rocklin authorizes the City Manager to execute the agreement and to cause the same to be recorded in the Placer County Office of the Recorder.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

AFFORDABLE HOUSING AGREEMENT

(Quarry Row Subdivision)

by and between

CITY OF ROCKLIN,

a California municipal corporation,

and

KB HOME SACRAMENTO INC.

AFFORDABLE HOUSING AGREEMENT

(Quarry Row Subdivision)

This AFFORDABLE HOUSING AGREEMENT ("**Agreement**") is made and entered into this __ day of _____, 2025 ("**Effective Date**"), by and between the CITY OF ROCKLIN, a California municipal corporation ("**City**"), and KB HOME SACRAMENTO INC., a California corporation ("**Developer**"). City and Developer are sometimes collectively referred to as the "**Parties**" and individually referred to as a "**Party**."

RECITALS

A. Developer is the owner of that certain real property consisting of approximately 7.4 acres located in the City of Rocklin, State of California as more particularly described in **Exhibit A** attached hereto (the "**Property**").

B. On January 26, 2021, City approved Quarry Row Tentative Subdivision Map (SD2016-0003) (the "**TMap**"), as well as related entitlements authorizing Developer to develop seventy four (74) single-family residential units (each a "**Unit**" and collectively, the "**Units**") and related improvements (the "**Project**"), subject to certain conditions of approval (individually a "**COA**" and collectively the "**COAs**"). The Project is approved to be developed by Developer on the Property.

C. COA #12 [Affordability Requirement] requires, in pertinent part, that Developer "sell a minimum of seven (7) of the Units to a person or family earning (80% or less AMI [area median income]) and at a price affordable to said persons as calculated by City"; each such sale is to be accomplished with the execution and recordation of documents and compliance with this Agreement as more particularly set forth herein (together, the "**Affordable Housing Obligation**").

D. Developer and City acknowledge and agree that the seven (7) Units comprising the Affordable Units are as depicted on the Site Map attached hereto as **Exhibit B** ("**Depiction of Affordable Units**"); the sites for the Affordable Units are described at **Exhibit C** hereto (the "**Legal Description of Affordable Unit Sites**").

E. By this Agreement, City and Developer seek to set forth the framework and provisions relative to compliance relative to the provision of the Affordable Units. It is intended that the execution and performance by Developer of all Developer obligations in this Agreement (including without limitation the vetting of buyers and affordable housing costs with City as well as the execution and recording of documents as provided herein) will fully satisfy COA #12 and

all obligations of Developer with respect to its Affordable Housing Obligation.

AGREEMENT

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, City and Developer hereby agree as follows:

1. DEFINITIONS.

In addition to defined terms elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings given below:

"**Affordability Gap Amount**" means the difference between (i) the market price for an Affordable Unit determined as if it were sold without regard to limitations upon price on the one hand and (ii) an affordable housing price for a low income household for the Affordable Unit as of the sale of an Affordable Unit to a Qualified Buyer of such Affordable Unit; the Affordability Gap Amount shall be determined by City in conformity with this Agreement in connection with the first sale which occurs as to the Qualified Buyer of Affordable Unit.

"**Affordable Sales Price**" means an amount which does not exceed the maximum allowable sale price of an Affordable Unit. The maximum sales price is established by City based upon a maximum monthly Affordable Housing Cost yield (excluding the utility and maintenance allowance, but including any applicable homeowners' association dues, property taxes, insurance and mortgage insurance as applicable) assuming a housing cost which does not exceed the amount determined in accordance with Health and Safety Code Section 50052.5(b)(3) (for a low income household) based on a family of five for the four (4) bedroom units, a family of four for the three (3) bedroom units, and family of three (3) for the two (2) bedroom units. The established affordable sales price assumes a 5% down payment and average current market 30-year fixed rate home loan interest rate. All upgrades or special purchase items included as of the sale to the buyer for each affordable unit shall be considered as part of the Affordable Sales Price. City shall separately determine the Affordable Sales Price for each of the Affordable Units; amounts may vary among the Affordable Units based in part upon the timing of each such sale, interest rates at that time as well as the applicable income limits then in effect as published annually by the California Department of Housing and Community Development. The actual sales price negotiated by Developer with a Qualified Buyer may be less than the Affordable Sales Price.

"**Affordable Units**" means the seven (7) residential Units at the Project made available for purchase and ownership and occupancy by a Qualified Buyer at an Affordable Sales Price, which Affordable Units are depicted at the Depiction of Affordable Units (Exhibit B) and legally described at the Legal Description of Affordable Unit Sites (Exhibit C).

"**Agreement**" means this Affordable Housing Agreement between City and Developer,

including all exhibits and other documents attached hereto.

"**Allowable Costs of Sale**" means the following as combined when paid by the seller: (i) reasonable and customary sales commission not to exceed the lesser of the actual commissions or six percent (6%) of the sales price; (ii) transfer taxes paid; (iii) title insurance premiums; (iv) recording fees; and (v) escrow fees.

"**Area Median Income**" means the area median income for Placer County, California, as published by the State Department of Housing and Community Development adjusted for unit size on a family of four for the three (3) or four (4) bedroom units, and family of three (3) for the two (2) bedroom units, as annually estimated by the United States Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937 or as published in Section 6932 of Title 25 of the California Code of Regulations or any successor provision published pursuant to California Health and Safety Code Section 50093(c). If such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, then City will provide other income determinations that are reasonably similar with respect to methods of calculations to those previously published by the state or provide an adequate substitute manner for determining the Area Median Income.

"**Buyer Acknowledgment and Agreement**" means an instrument to be prepared by City substantially in the form of **Exhibit F** hereto.

"**Buyer Promissory Note**" means a promissory note to be given by each Qualified Buyer of an Affordable Unit to City as holder; each Buyer Promissory Note shall be in a form prepared by City substantially in the form of **Exhibit G** hereto. Payment under each Buyer Promissory Note shall be secured by a Deed of Trust (as defined herein).

"**City**" means the City of Rocklin, a municipal corporation, organized under the laws of the State of California.

"**City Price**" has the meaning set forth therefor in Section 2.4.1 hereof.

"**County**" means the County of Placer.

"**Deed of Trust**" means an instrument prepared by City substantially in the form of **Exhibit E** with respect to each buyer of an Affordable Unit (but excluding those pages which are designated in **Exhibit E** as not to be recorded).

"**Developer**" means KB HOME SACRAMENTO INC., and its successors and assigns.

"**Developer Covenants**" means an instrument in the form of **Exhibit D** hereto.

"**Effective Date**" means the date this Agreement is approved by City, which date shall be inserted in the preamble to this Agreement.

"**Equity Share Amount**" means that amount determined by City with respect to each Deed of Trust which equals the Affordability Gap Amount less the Allowable Costs of Sale.

"**Official Records**" means, unless the context requires otherwise, the official land records of the County Recorder of the County of Placer.

"**Qualified Buyer(s)**" means a United States citizen(s), United States non-citizen national(s), or a qualified alien(s) (as this term is defined in 8 U.S.C. § 1641, as amended from time to time, or any successor statute) approved by City for purchase of an Affordable Unit based on evidence that the household's earnings are no greater than 80% of the Placer County, California Area Median Income as published and annually updated by the United States Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937, and as published annually by the California Department of Housing and Community Development pursuant to Title 25, Section 6932 of the California Code of Regulations. If such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, then City will provide other income determinations that are reasonably similar with respect to methods of calculations to those previously published by the state or provide an adequate substitute manner for determining the Median Income. An individual shall not qualify as a Qualified Buyer if the individual or any member of the household, together or separately have assets, which cumulatively, exceed a value of One Hundred Thousand Dollars ($100,000.00). An individual shall not qualify as a Qualified Buyer if any member of the household currently owns other residential property. In determining eligibility, assets will be evaluated consistent with Title 25, section 6914 of the CA Code of Regulations.

"**Release of Developer Covenants**" means an instrument prepared by City substantially in the form of **Exhibit H** hereto.

2. DEVELOPER'S AFFORDABLE HOUSING OBLIGATION.

2.1 Affordable Units. The Parties agree that the Project will consist of seventy-four (74) single-family residential units, and therefore Developer has an obligation for seven (7) of such Units to be Affordable Units.

2.2 Construction of Affordable Units. Developer shall construct each Affordable Unit concurrent with the construction of other Units in and per its construction phasing plans but subject in any event to Section 5.7.2.3 of this Agreement.

2.3 Sale of Affordable Units to Qualified Buyers. Subject to any City process and the appropriate qualification of Qualified Buyers, Developer shall sell and transfer title to the Affordable Units in the Project to Qualified Buyers approved by City at a price which does not exceed the Affordable Sales Price established by City. Evidence of compliance shall be demonstrated through City review and approval of each buyer's affordable housing application (in a form to be designated by City) and associated materials (pre-vetted by Developer) and presented to City for concurrence as to a particular buyer once Developer has selected a Qualified Buyer for City review as well as City review and approval of the draft sales contract. The Affordable Units will be sold pursuant to Developer's standard form sales agreement and disclosures and shall include a Buyer Promissory Note, a Deed of Trust and the Buyer Acknowledgment and Agreement. In addition, prior to the execution of the final sales contract of each Affordable Unit, the Qualified Buyer selected by Developer shall participate in a disclosure meeting with City to ensure that resale provisions are clearly understood and acknowledged by the Qualified Buyer to the satisfaction of City. If the Qualified Buyer is unable or unwilling to execute the Buyer Promissory Note, the Deed of Trust and the Buyer Acknowledgment and

Agreement within the time frame allowed by City, at City's sole discretion, City may withdraw its approval of the Qualified Buyer and reject the individual(s) status as a Qualified Buyer. The required disclosure meeting with City shall occur not more than two weeks after City approval of a buyer as a Qualified Buyer and prior to execution of the final sales contract. Each Qualified Buyer shall sign a written acknowledgment (which may take the form of signing at the bottom of each page of this Affordable Housing Agreement) as well as execution by Buyer of the Buyer Acknowledgment and Agreement, the Buyer Promissory Note, and the Deed of Trust. City shall be afforded an opportunity to meaningfully review and revise the draft sales contract at least fourteen (14) days prior to execution of a final sales contract. In the event that the Qualified Buyer does not move forward with purchase of the Affordable Unit, the process listed above shall be repeated by Developer until all seven (7) of the required Affordable Units are sold.

2.4 Restrictive Covenants.

2.4.1 Developer Covenants. Within five (5) business days after the Effective Date and prior to the sale of any of the Units in the Project, Developer and City shall execute and Developer shall cause to be recorded among the Official Records the Developer Covenants as to that property described in the Legal Description of the Affordable Unit Sites. The Developer Covenants shall ensure that each Affordable Unit is owner-occupied, prohibited from being rented, and shall delineate the terms of resale of the Affordable Unit by the Qualified Buyer, including, but not limited to, the term that any sale within five (5) years of the date of the initial close of escrow of said Affordable Unit would entitle City to One Hundred Percent (100%) of the Affordability Gap Amount calculated at the time of the resale. The Developer Covenants shall further provide that a resale of such Affordable Unit by the Qualified Buyer following five (5) years of the date of the initial close of escrow of said Affordable Unit would entitle City to Fifty Percent (50%) of the Affordability Gap Amount calculated at the time of resale. For clarity, any subsequent sale of any Affordable Unit following the original Qualified Buyer's sale of the Affordable Unit shall not trigger any restriction nor right of equity in favor of City so long as the initial sale of such Affordable Unit is accomplished in conformity with this Agreement, including without limitation the Developer Covenants and the Buyer Acknowledgment and Agreement, and the Developer Covenants shall be of no further force and effect with respect to the particular Affordable Unit which has been sold to a Qualified Buyer approved by City in conformity with this Agreement (including the attachments hereto). The Developer Covenants shall also clearly state that the Qualified Buyer must occupy the unit at all times and may not rent out any portion of the Affordable Unit at any time. A copy of the recorded Developer Covenants shall be delivered by Developer to City within two (2) business days after it has been recorded among the Official Records. The Developer Covenants shall additionally provide that in the event of a proposed sale, the seller and buyer shall notify City in writing at least forty five (45) days prior to the closing of escrow which gives City the right of first refusal to purchase the Affordable Unit at a price which is the lesser of (i) an Affordable Sales Price for the unit or (ii) the contract sale price for the unit (the lower of which constitutes the "City Price"). City shall respond in writing within 15 days as to whether or not it elects to purchase. If City fails to respond in writing within 15 days, then City shall be deemed to have elected not to purchase the Affordable Unit at the contract sales price. The amounts described as payable to City under this Section 2.4.1 shall be in connection with each market rate sale of an Affordable Unit at arm's length which occurs after the initial sale of an Affordable Unit by Developer to the Qualified Buyer (from Developer)

of an Affordable Unit.

2.4.2 Buyer Acknowledgment and Agreement; Buyer Promissory Note; Deed of Trust. Developer shall cause each buyer of an Affordable Unit (each of such buyers being a Qualified Buyer) to execute each of a Buyer Promissory Note (as defined herein), a Deed of Trust (as defined herein, for the benefit of City as beneficiary) and a Buyer Acknowledgment and Agreement; Developer shall cause each such Deed of Trust and Buyer Acknowledgment and Agreement to be recorded among the Official Records concurrent with the closing of the sale of each Affordable Unit. The Buyer Acknowledgment and Agreement is to be senior to financing for the purchase of the Affordable Unit. The Deed of Trust is intended to secure payment of the applicable Equity Share Amount. The Buyer Acknowledgment and Agreement shall ensure the Affordable Unit is owner-occupied, prohibited from being rented, and shall delineate the terms of resale of the Affordable Unit by the Qualified Buyer, including, but not limited to, the term that any sale within (5) years of the date of the initial close of escrow of said Affordable Unit would entitle City to One Hundred Percent (100%) of the Equity Share Amount calculated at the time of the resale. The Developer Covenants shall further provide that a resale of such Affordable Unit by the Qualified Buyer following five (5) years of the date of the initial close of escrow of said Affordable Unit would entitle City to Fifty Percent (50%) of the Equity Share Amount calculated at the time of resale. For clarity, any subsequent sale of any Affordable Unit following the original Qualified Buyer's sale of the Affordable Unit in conformity with the Buyer Acknowledgment and Agreement and the Deed of Trust shall not trigger any restriction nor right of equity in favor of City, and the Developer Covenants shall be of no further force and effect. The Buyer Acknowledgment and Agreement shall also be subject to the requirement of the Developer Covenants, which Developer Covenants shall also clearly state that the Qualified Buyer must occupy the unit at all times and may not rent out any portion of the Affordable Unit at any time. A copy of the recorded Deed of Trust and Buyer Acknowledgment and Agreement for each Affordable Unit, as well as the original Buyer Promissory Note, shall be delivered to City within five (5) business days after the close of escrow for the sale of each such Affordable Unit. The Buyer Acknowledgment and Agreement shall also be subject to the provisions of the Developer Covenants. The amounts described as payable to City under this Section 2.4.2 shall be in connection with each market rate of an Affordable Unit at arm's length which occurs after the initial sale of an Affordable Unit by Developer to the Qualified Buyer (from Developer) of an Affordable Unit. In connection with a sale of an Affordable Unit to a Qualified Buyer in conformity with this Agreement, City shall, upon receipt of written request therefor, prepare and deliver to escrow for recording in connection with the sale of the Affordable Unit to the Qualified Buyer, a release of the Developer Covenants; such release shall be substantially in the form of **Exhibit H** hereto.

2.5 Developer Qualification and Marketing to Affordable Buyers. Developer or any marketing consultant hired by Developer, shall be responsible for marketing, preparation and administration of any waiting list, and initial homebuyer screening for eligibility and qualification. Developer shall promptly submit all relevant information concerning proposed Qualified Buyer(s) to City. Developer shall exercise commercially reasonable efforts and all due diligence to provide City with a sufficient number of Qualified Buyers, as determined in City's sole discretion, to satisfy Developer's Affordable Housing Obligation for each of the seven (7) Affordable Units after models are constructed and prior to execution of any

sales contract for each of the Affordable Units.

2.6 Developer Cooperation. Developer and/or any marketing consultant shall reply promptly to all City requests for clarification of Buyer's income and asset information and assist in obtaining additional documentation as necessary and required by City. Developer shall provide to City for approval draft forms for the sale of the units at least three months prior to marketing.

2.7 Satisfaction of Condition of Approval. Developer's full performance under this Agreement (including without limitation the exhibits hereto) shall fully satisfy COA #12 and all obligations of Developer with respect to its Affordable Housing Obligation.

3 CITY'S OBLIGATION

3.1 Affordable Housing Application Form and Training Guidance. City will provide a sample Affordable Housing Application Form and training guidance to Developer or any marketing consultant, regarding documents to be submitted, and share City's experience, methods and interpretations regarding similar evaluations.

3.2 City Marketing Assistance. City shall post information on the City website regarding the availability of the Affordable Units, pricing and contact information for Developer and/or any marketing consultant. City will also forward direct inquiries received at City offices to appropriate parties identified by Developer.

3.3 City Selection of Qualified Buyer and Disclosure Meetings. Developer is prohibited from selling any Affordable Unit within the Project unless and until City has reviewed and determined that the sale complies with the terms of this agreement including the qualifications of the Buyer. City will complete its evaluation of each potential buyer brought forward by Developer within ten (10) business days from receipt of all required background information, including but not limited to: Buyer's current place of residence, employment data, bank statements (checking and savings), most recent tax returns, source and amount of down payment, gift letters if applicable, all as provided by Developer. Determination of what consists of a complete application for City evaluation or a potential buyer shall be at City's sole discretion. If City, at its sole discretion, does not believe Developer has provided City with enough information to conduct its evaluation, City shall inform Developer of same and City shall not be required to complete its evaluation of the potential buyer within ten (10) business days from receipt of the background information until a complete application, as determined by City in its sole discretion, has been received.

4 DEFAULTS. REMEDIES, AND TERMINATION.

4.1 Defaults-General. Failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement; provided, however, such Party shall not be deemed to be in default if (a) it cures, corrects, or remedies such default within thirty (30) days after receipt of a notice from the other Party specifying such failure or delay, or (b) for defaults that cannot reasonably be cured, corrected, or remedied within such time period, if such Party commences to cure, correct, or remedy such failure

or delay within such time period after receipt of a notice from the other Party specifying such failure or delay, and diligently prosecutes such cure, correction or remedy to completion, within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure, correction, or remedy of a default has expired. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in giving a notice of default or in asserting any of its rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies. Notwithstanding the above, no default by City shall relieve Developer of its obligation to sell each of the Affordable Units at a price which does not exceed an Affordable Sales Price to a Qualified Buyer, to deliver to City the fully executed Developer Covenants as well as the Buyer Acknowledgment and Agreement, a Buyer Promissory Note (as to the corresponding Affordable Unit), and a Deed of Trust (as to the corresponding Affordable Unit) and to deliver to City to ensure that the Qualified Buyer is aware of and understands that it is legally obligated to abide by COA #12, and to provide City with evidence of Developer's compliance with COA #12 with respect to the qualifications of a Qualified Buyer, the sale price of an Affordable Unit.

4.2 Institution of Legal Actions. In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal actions must be instituted and maintained in the Superior Court of the County of Placer, State of California, or in any other appropriate court in that County.

4.3 Applicable Law. The internal laws of the State of California, without regard to conflict of law principles, shall govern the interpretation and enforcement of this Agreement.

4.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in thisAgreement, the rights and remedies of the Parties are cumulative, and the exercise by either Partyof one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

4.5 No Recovery of Attorney's Fees. If either Party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing Party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall not be entitled to reasonable attorneys' fees from the losing Party. If any Party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other Party, then the Party so litigating shall not be entitled to reasonable attorneys' fees from the other Party to this Agreement.

4.6 Indemnification. Developer, for itself and all assigns hereunder, hereby agrees to indemnify, defend (with counsel reasonably accepted by City) and hold harmless City, its City Council, boards, commissions, members, officers, directors, representatives, consultants, agents and employees, individually and collectively ("Indemnitees") against any and all claims, suits, actions, losses, damages, liability, and expenses (including reasonable attorneys' fees) of every kind, nature and description made against all or any of the Indemnitees (collectively "Claims") which arise out of or in connection with, directly or indirectly, Developer's performance or non-performance of its duties and obligations under this Agreement caused in whole or in part by any negligent act or omission of Developer, any contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the Indemnitees. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

5 GENERAL PROVISIONS.

5.1 Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between City and Developer shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) email address set forth below, or (d) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To City:	CITY OF ROCKLIN Attn: Director of Community Development 3970 Rocklin Road Rocklin, CA 95677
With a copy to:	CITY ATTORNEY'S OFFICE 3970 Rocklin Road Rocklin, CA 95677 Email: LegalNotices@rocklin.ca.us
To Developer:	KB HOME SACRAMENTO INC. 3005 Douglas Boulevard, Suite 250 Roseville, CA 95661 Attention: Leo Pantoja Email: lpantoja@kbhome.com
With a copy to:	KB Home 10990 Wilshire Blvd., 7th Floor Los Angeles, CA 90024 Attention: Lorna Banister Email: lbanister@kbhome.com

Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

5.2 Nonliability of City Officials and Employees and Shareholders. No member, official, officer, employee, or agent of City shall be personally liable to Developer in the event of any default or breach by City or for any amount which may become due to Developer or on any obligations under the terms of this Agreement. No director, officer, employee, shareholder, or contractor of Developer shall be personally liable to City in the event of any default or breach by Developer or for any amount which may become due to City or on any obligations under the terms of this Agreement

5.3 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, and except as expressly set forth in this Section, performance by either Party hereunder shall not be deemed to be in default and such Party shall be entitled to an extension of time to perform its obligations hereunder where delays in performance are due to causes beyond the control and without the fault of such Party, including as applicable: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation;governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplies; acts of the other Party; acts or the failure to act of City or any other public or governmental agency or entity (except that any act or failure to act of or by City shall not excuse performance by City). Notwithstanding the foregoing, Developer's inability to secure satisfactory financing, interest rates, and market and economic conditions shall not entitle Developer to an extension of time to perform. An extension of time for any cause permitted under this Section shall be limited to the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may be extended by mutual written agreement of City and Developer.

5.4 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

5.5 Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and Developer. Any

amendment to this Agreement must be approved by the City Council prior to its execution and enactment.

5.6 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

5.7 Prohibited and Permitted Assignments and Transfers by Developer.

5.7.1 The qualifications and identity of Developer are of particular concern to City. It is because of those qualifications and identity that City has negotiated and entered into this Agreement with Developer. Accordingly, except as expressly set forth herein, Developer shall not, whether voluntarily, involuntarily, or by operation of law, transfer or assign all or any part of this Agreement or any rights hereunder or in the Project without City's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. No assignment or transfer shall be effective as to City unless and until the proposed assignee or transferee and Developer execute and deliver to City an assignment and assumption agreement in form reasonably satisfactory to the City Manager and the City Attorney.

5.7.2 Notwithstanding the provisions in Section 5.11.1 of this Agreement, the following transfers and assignments shall not require the prior written approval by City, but Developer shall deliver written notice to City of such transfer or assignment no later than the date thereof (each, a "**Permitted Transfer**"):

5.7.2.1 Developer may assign its obligations under this Agreement to an affiliate of Developer. For purposes of this Agreement,"affiliate" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Developer or KB HOME SACRAMENTO INC., which, in the case of a partnership, shall include each of the constituent general partners thereof. In the event of any transfer, Developer shall promptly notify City as to the particulars of such transfer.

5.7.2.2 Developer may convey or grant easements, licenses, leases, fee title, and other interests in real property, and dedicate rights-of-way to any governmental and administrative agencies, utilities, school districts, and any other public or quasi-public agency or body with jurisdiction over the Project and may take any other actions necessary or desirable to develop the Project that do not otherwise impair Developer's obligations pursuant to this Agreement.

5.7.2.3 Developer must sell the affordable units at the same time as the market rate units. One Hundred Percent (100%) of the affordable unit shall be sold prior to the sale of the final twenty five percent (25%) of the market rate units.

5.7.2.4 Developer may convey or grant easements, fee title, leases and other interests in real property to any homeowners association formed in connection with the Project.

5.7.2.5 Should Developer be unable despite diligent efforts to sell the Affordable Units by the first anniversary of the sale of the initial sale of a market rate unit, Developer may request an amendment to this Agreement. The decision whether to amend this Agreement shall be at the sole discretion of the City Manager. Should the City Manager grant such a request, any amended agreement must be approved by the City Council.

5.8 Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement, and no other party shall have the right to compel City to enforce any provision of any loan agreement against a Qualified Buyer.

5.9 Representations and Warranties. Developer represents and warrants that: (a) Developer is a California corporation in good standing and authorized to do business in the State of California; (b) Developer has all requisite power and authority to carry out its business as now and whenever conducted and to enter into and perform its obligations under this Agreement and the agreements attached to this Agreement; (c) by proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement; (d) the execution of this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party; and (e) except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder.

5.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

5.11 Exhibits. This Agreement contains the following Exhibits, attached hereto and made a part hereof by this reference. Said Exhibits are identified as follows:

A	Legal Description of Property
B	Depiction of Affordable Units
C	Legal Description of Affordable Unit Sites
D	Developer Covenants
E	Deed of Trust
F	Buyer Acknowledgment and Agreement
G	Buyer Promissory Note
H	Release of Developer Covenants

[Signature pages follow]

IN WITNESS WHEREOF, City and Developer have entered into this Agreement as of the Effective Date.

"CITY"

CITY OF ROCKLIN, a California municipal corporation

By: _____
Name: Aly Zimmermann
Its: City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

"DEVELOPER"

KB HOME SACRAMENTO INC.,

_____
By: Leo Pantoja
Its: VP Planning

_____
By:
Its:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL ONE:
A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 7 EAST, MDB&M., COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE STATE HIGHWAY, RUNNING FROM THE TOWN OF ROCKLIN TO THE CITY OF AUBURN IN SAID COUNTY OF PLACER, AND THE EAST LINE OF THE COUNTY ROAD RUNNING ALONG THE NORTH AND SOUTH LINE BETWEEN SAID SECTION 17 AND THE ADJOINING SECTION 18; RUNNING THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY A DISTANCE OF 350 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID COUNTY ROAD, A DISTANCE OF 250.00 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY A DISTANCE OF 350.00 FEET TO THE EAST LINE OF SAID COUNTY ROAD, AND THENCE NORTH ALONG THE EAST LINE OF SAID COUNTY ROAD TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF COUNTY ROAD WHICH POINT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 7 EAST, MDB&M., BEARS SOUTH 0 DEG. 22 MIN. WEST 669.42 FEET; AND THE SOUTH CORNER OF ORIGINAL DANCE HALL PROPERTY BEARS SOUTH 0 DEG. 22 MIN. WEST 153.82 FEET; AND RUNNING ALONG EAST LINE OF COUNTY ROAD NORTH 0 DEG. 22 MIN. EAST 54.78 FEET TO SOUTH LINE OF NEW 90 FOOT STATE HIGHWAY, FROM WHICH POINT A CONCRETE MONUMENT AT SOUTH END OF CURVE BEARS SOUTH 45 DEG. 26 MIN. 35 SEC. WEST 27.60 FEET AND THE SOUTH LINE OF OLD STATE HIGHWAY BEARS NORTH 0 DEG. 22 MIN. EAST 41.40 FEET; THENCE ALONG SOUTH LINE OF NEW HIGHWAY ON A CURVE TO THE RIGHT WITH A RADIUS OF 4950 FEET ON AN ARC, THE CHORD OF WHICH BEARS NORTH 47 DEG. 46 MIN. 50 SEC. EAST FOR 376.21 FEET; THENCE SOUTH 40 DEG. 02 MIN. 30 SEC. EAST 7.47 FEET TO THE SOUTH LINE OF OLD STATE HIGHWAY; THENCE SOUTH 0 DEG. 22 MIN. WEST 250 FEET; THENCE PARALLEL TO OLD STATE HIGHWAY SOUTH 54 DEG. 00 MIN. WEST 259.82 FEET; THENCE NORTH 14 DEG. 36 MIN. WEST 93.02 FEET; THENCE NORTH 77 DEG. 24 MIN. WEST 49.73 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN TAYLOR ROAD NO. D 2040.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF DESCRIBED IN THAT CERTAIN "JUDGMENT QUIETING TITLE AND PERMANENT RESTRAINING ORDER" FILED OCTOBER 26, 1981 IN SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF PLACER, CASE NO. 60141, BERNARD COKER ET UX, PLAINTIFFS VS. F. EARL CORIN, ET AL, RECORDED OCTOBER 27, 1981 IN BOOK 2446 AT PAGE 313,

PLACER COUNTY OFFICIAL RECORDS.

PARCEL TWO:
BEGINNING AT A POINT ON THE EAST LINE OF COUNTY ROAD, FROM WHICH POINT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 7 EAST, MDB&M, BEARS SOUTH 0 DEG. 22 MIN. WEST 669.42 FEET; AND THE SOUTH CORNER OF ORIGINAL DANCE HALL PROPERTY BEARS SOUTH 0 DEG. 22 MIN. WEST 153.82 FEET; AND RUNNING ALONG EAST LINE OF COUNTY ROAD NORTH 0 DEG. 22 MIN. WEST 54.78 FEET TO SOUTH LINE OF NEW 90 FOOT STATE HIGHWAY FROM WHICH POINT A CONCRETE MONUMENT AT SOUTH END OF CURVE BEARS SOUTH 45 DEG. 26 MIN. 35 SEC. WEST 27.60 FEET AND THE SOUTH LINE OF OLD STATE HIGHWAY BEARS NORTH 0 DEG. 22 MIN. EAST 41.40 FEET; THENCE ALONG SOUTH LINE OF NEW HIGHWAY ON A CURVE TO THE RIGHT WITH A RADIUS OF 4950 FEET ON AN ARC, THE CHORD OF WHICH BEARS NORTH 47 DEG. 46 MIN. 50 SEC. EAST FOR 376.21 FEET; THENCE SOUTH 40 DEG. 02 MIN. 30 SEC. EAST 7.47 FEET TO THE SOUTH LINE OF OLD STATE HIGHWAY; THENCE SOUTH 0 DEG. 22 MIN. WEST 250 FEET; THENCE PARALLEL TO OLD STATE HIGHWAY SOUTH 54 DEG. 00 MIN. WEST 259.82 FEET; THENCE NORTH 14 DEG. 36 MIN. WEST 93.02 FEET; THENCE NORTH 77 DEG. 24 MIN. WEST 49.73 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF DESCRIBED IN THAT CERTAIN "JUDGMENT QUIETING TITLE AND PERMANENT RESTRAINING ORDER" FILED OCTOBER 26, 1981 IN SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF PLACER, CASE NO. 60141, BERNARD COKER ET UX, PLAINTIFFS VS. F. EARL CORIN, ET AL, RECORDED OCTOBER 27, 1981 IN BOOK 2446 AT PAGE 313, PLACER COUNTY OFFICIAL RECORDS.

PARCEL THREE:
A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 7 EAST, MDB&M., DESCRIBED AS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF THE STATE HIGHWAY DISTANCE 350 FEET FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF THE STATE HIGHWAY WITH THE EAST LINE OF COUNTY ROAD RUNNING ALONG THE NORTH AND SOUTH LINE BETWEEN SECTION 17 AND THE ADJOINING SECTION 18; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE OF SAID STATE HIGHWAY A DISTANCE OF 298 FEET; THENCE SOUTH A DISTANCE OF 250 FEET; THENCE SOUTHWESTERLY AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY A DISTANCE OF 298 FEET; THENCE NORTHERLY A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND AS THAT WHICH WAS DESCRIBED IN DEED FROM CECIL F. WEST, ET UX, TO ELIAS SANCHEZ, ET UX, RECORDED NOVEMBER 12, 1942 IN BOOK 406, OF OFFICIAL RECORDS AT PAGE 317, PLACER COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO BLAS REGALADO, ET UX., BY DEED RECORDED APRIL 24, 1947 IN BOOK 496, OF OFFICIAL RECORDS, AT

PAGE 254, PLACER COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF DESCRIBED IN THAT CERTAIN "JUDGMENT QUIETING TITLE AND PERMANENT RESTRAINING ORDER" FILED OCTOBER 26, 1981 IN SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF PLACER, CASE NO. 60141, BERNARD COKER ET UX, PLAINTIFFS VS. F. EARL CORIN, ET AL, RECORDED OCTOBER 27, 1981 IN BOOK 2446 AT PAGE 313, PLACER COUNTY OFFICIAL RECORDS.

PARCEL FOUR:
THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 7 EAST, MDM., MORE PARTICULARLY BOUNDED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PROPERTY AND FROM WHICH POINT OF BEGINNING THE SECTION CORNER COMMON TO SECTION 17, 18, 19 AND 20 OF THE AFORESAID TOWNSHIP, RANGE, BASE AND MERIDIAN BEARS SOUTH 01 DEG. 39 MIN. 30 SEC. EAST, 289.90 FEET; RUNNING THENCE FROM THE SAID POINT OF BEGINNING NORTH 86 DEG. 59 MIN. 30 SEC. EAST, 300.87 FEET, SOUTH 04 DEG. 22 MIN. 00 SEC. EAST, 18.00 FEET; THENCE SOUTH 89 DEG. 47 MIN. 00 SEC. EAST, 195.40 FEET; THENCE NORTH 00 DEG. 37 MIN. 00 SEC. WEST 613.97 FEET TO A FENCE INTERSECTION MARKED BY A GRANITE FENCE POST; THENCE SOUTH 52 DEG. 07 MIN. 00 SEC. WEST 630.07 FEET TO A POINT ON THE EAST LINE OF A COUNTY ROAD AND ALONG A FENCE LINE OF GRANITE POSTS; THENCE SOUTH 01 DEG. 39 MIN. 30 SEC. EAST 224.12 FEET ALONG THE EAST LINE OF COUNTY ROAD TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM BEGINNING AT A POINT MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL AND FROM WHICH POINT OF BEGINNING THE SOUTHWEST CORNER OF SAID SECTION 17 BEARS SOUTH 01 DEG. 39 MIN. 30 SEC. EAST, 451.36 FEET; THENCE RUNNING FROM SAID POINT OF BEGINNING NORTH 01 DEG. 39 MIN. 30 SEC. WEST A DISTANCE OF 63.24 FEET; THENCE RUNNING NORTH 52 DEG. 07 MIN. 00 SEC. EAST 630.07 FEET; THENCE SOUTH 00 DEG. 37 MIN. 00 SEC. EAST 435.95 FEET; THENCE SOUTH 88 DEG. 20 MIN. 30 SEC. WEST 500.37 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A PORTION OF LAND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED MAY 17, 2006 AS INSTRUMENT NO. 2006-0053797 OF OFFICIAL RECORDS.

PARCEL FIVE:
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 7 EAST, MDM., COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL AND FROM WHICH POINT OF BEGINNING THE SOUTHWEST

CORNER OF SAID SECTION 17 BEARS SOUTH 01 DEG. 39 MIN. 30 SEC. EAST, 451.36 FEET; THENCE RUNNING FROM SAID POINT OF BEGINNING NORTH 01 DEG. 39 MIN. 30 SEC. WEST A DISTANCE OF 63.24 FEET; THENCE RUNNING NORTH 52 DEG. 07 MIN. 00 SEC. EAST 630.07 FEET; THENCE SOUTH 00 DEG. 37 MIN. 00 SEC. EAST 435.95 FEET; THENCE SOUTH 88 DEG. 20 MIN. 30 SEC. WEST, 500.37 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PORTION THEREOF DESCRIBED AS THE SECOND PARCEL IN THE "JUDGMENT QUIETING TITLE AND PERMANENT RESTRAINING ORDER" FILED OCTOBER 26, 1981 IN SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF PLACER, CASE NO. 60141, BERNARD COKER ET UX, PLAINTIFFS VS. F. EARL CORIN, ET AL, RECORDED OCTOBER 27, 1981 IN BOOK 2446 AT PAGE 313, PLACER COUNTY OFFICIAL RECORDS.

PARCEL SIX:
PORTION OF SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 7 EAST, MDB&M., DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL OF LAND AS DESCRIBED IN DEED TO CORIN, F. EARL ET AL, AS RECORDED IN BOOK 795, AT PAGE 111, PLACER COUNTY RECORDER, RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTH 52 DEG. 07 MIN. WEST ALONG THE NORTH LINE OF SAID CORIN, ET AL., PARCEL TO ITS INTERSECTION WITH THE SOUTH LINE OF PARCEL AS DESCRIBED IN DEED TO COKER, BERNARD A., ET AL, RECORDED IN BOOK 582 AT PAGE 622, THENCE NORTHEASTERLY ALONG SOUTH LINE OF SAID COKER PARCEL TO THE SOUTHEAST CORNER THEREOF, ALSO BEING THE SOUTHWEST CORNER OF LAND AS DESCRIBED IN DEED TO COKER, RECORDED IN BOOK 1321 AT PAGE 151, PLACER COUNTY RECORDER, THENCE NORTHEASTERLY ALONG SOUTH LINE OF SAID PARCEL TO THE SOUTHEAST CORNER THEREOF, THENCE SOUTH 00 DEG. 37 MIN. EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PORTION OF LAND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED MAY 17, 2006 AS INSTRUMENT NO. 2006-0053797 OF OFFICIAL RECORDS.

EXHIBIT B

DEPICTION OF AFFORDABLE UNITS

[to come]

EXHIBIT C

LEGAL DESCRIPTION OF AFFORDABLE UNIT SITES

Lot 9, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 15, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 47, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 52, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 56, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 63, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 68, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

EXHIBIT D

DEVELOPER COVENANTS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin
3970 Rocklin Road
Rocklin, California 95677
Attention: City Clerk and Housing Division

(Space Above This Line For Recorder's Use Only)

(To be recorded without fee –
Government Code, §§ 6103 and 27383)

DECLARATION OF DEVELOPER COVENANTS

(Quarry Row Subdivision)

This DECLARATION OF DEVELOPER COVENANTS ("**Declaration**") is made and entered into this __ day of _____, 2025, by and between the CITY OF ROCKLIN, a California municipal corporation ("**City**"), and KB HOME SACRAMENTO INC., a California corporation ("**Developer**" or "**Declarant**") and pertains to that certain property described in Attachment No. 1 hereto (which property is referred to herein for convenience as the "**Affordable Unit Sites**").

RECITALS

A. Developer is the owner of those certain seven (7) single-family residential units, located in the City of Rocklin, State of California, as more particularly described in Attachment No. 1 hereto and depicted in Attachment No. 2 hereto; the attachments hereto are incorporated herein by reference (such seven single family residential units are referred to herein as the "**Affordable Units**").

B. Pursuant to the terms of that certain unrecorded Affordable Housing Agreement (Quarry Row Subdivision) between City and Declarant dated as of _____ __, 2025 (the

"Affordable Housing Agreement", a copy of which is on file with City as a public record and is deemed incorporated herein by reference), Declarant, for the benefit of City, has agreed to restrict the sale of any residential units on the Affordable Unit Sites as provided in this Declaration. Any capitalized terms used by not defined herein shall have the respective meanings set forth therefor in the Affordable Housing Agreement.

DECLARATION

NOW, THEREFORE, Developer and City agree that each and all of the Affordable Unit Sites shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants, conditions, restrictions, and limitations set forth in this Declaration. These covenants, conditions and restrictions shall run with the Affordable Units until released as provided herein and shall be binding upon all parties having or acquiring any right or title in the Affordable Units or any part thereof.

1. DEVELOPER COVENANTS - SALE OF AFFORDABLE UNITS.

1.1 Developer Covenants. Developer shall develop one (1) dwelling unit on each of the seven (7) Affordable Unit Sites, and shall sell each such dwelling unit as an Affordable Unit in conformity with the Affordable Housing Agreement. Concurrent with the transfer of an Affordable Unit by Declarant to any member of the general home-buying public, the Affordable Unit shall be held, transferred, encumbered and conveyed subject to this Declaration of Developer Covenants (the "**Developer Covenants**") herein, as follows:

A. In any agreement with a Home-Buyer, Developer shall provide that the Home-Buyer shall occupy the Affordable Unit continuously and at all times and Home-Buyer shall not rent or lease the Affordable Unit nor any portion thereof at any time.

B. In any agreement with a Home-Buyer, Developer shall provide as follows: the Home-Buyer may sell, convey, hypothecate or transfer (for convenience, a "**Sale**") the Affordable Unit in his/her/its sole election; provided, however, any Sale of the Affordable Unit within five (5) years of the date of acquisition by Home-Buyer of the Affordable Unit will entitle City to One Hundred Percent (100%) of the "**Equity Share Amount**"; means that amount determined by City with respect to each Deed of Trust which equals the Affordability Gap Amount less the Allowable Costs of Sale. "**Affordability Gap Amount**" is the difference between (i) the market price for an Affordable Unit determined as if it were sold without regard to limitations upon price on the one hand and (ii) an affordable housing price for a low income household for the Affordable Unit as of the sale of an Affordable Unit to the buyer of such Affordable Unit; the Affordability Gap Amount shall be determined by City in conformity with this Agreement. Further, any Sale following five (5) years of the date of acquisition by Home-Buyer of said Affordable Unit would entitle City to Fifty Percent (50%) of the Equity Share Amount as determined by City in its sole discretion consistent with the provisions hereof. For clarity, any subsequent sale of any Affordable Unit following the original Sale by Home-Buyer of the Affordable Unit in conformity with the Buyer Acknowledgment and Agreement, the applicable Buyer Promissory Note, and the applicable Deed of Trust (the "**Release Date**") shall not trigger any restriction nor right of

appreciation in favor of City, and the Developer Covenants shall thereafter be of no further force and effect. "**Allowable Costs of Sale**" means the following as combined when paid by the seller: (i) reasonable and customary sales commission not to exceed the lesser of the actual commissions or six percent (6%) of the sales price; (ii) transfer taxes paid; (iii) title insurance premiums; and (iv) escrow fees. The amounts described as payable to City referenced under this paragraph B shall be in connection with the market rate sale of an Affordable Unit at arm's length which occurs after the initial sale of an Affordable Unit by Developer to the Qualified Buyer (from Developer) of an Affordable Unit.

C. Additionally, in the event of a proposed sale, the seller (Developer) and buyer shall notify City in writing at least forty five (45) days prior to the closing of escrow which gives City the right of first refusal to purchase the Affordable Unit at a price which is the lesser of (i) an Affordable Sales Price for the unit or (ii) the contract sale price for the unit (the lower of which constitutes the "City Price"). City shall respond in writing within 15 days as to whether or not it elects to purchase. If City fails to respond in writing within 15 days, then City shall be deemed to have elected not to purchase the Affordable Unit at the contract sales price.

2. GENERAL PROVISIONS.

2.1 Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between City and Developer shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To City:	CITY OF ROCKLIN Attn: Director of Community Development 3970 Rocklin Road Rocklin, CA 95677
With a copy to:	City Attorney's Office 3970 Rocklin Road Rocklin, CA 95677 Email: LegalNotices@rocklin.ca.us
To Developer:	KB HOME SACRAMENTO INC. 3005 Douglas Boulevard, Suite 250 Roseville, CA 95661 Attention: Leo Pantoja
With a copy to:	KB Home 10990 Wilshire Blvd., 7th Floor Los Angeles, CA 90024 Attention: Lorna Banister

2.2 Interpretation. The terms of this Declaration shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Declaration or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience, only, and shall not be construed to limit or extend the meaning of this Declaration.

2.3 Entire Declaration, Waivers and Amendments. This Declaration integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and Developer. City hereby authorizes the City Manager for the City of Rocklin or designee, to the extent allowed by federal, state or local law, to approve or consent to any matter requiring City approval or consent as provided in this Declaration, and to perform and carry out any activities, including but not limited to, the execution of any additional agreements, addenda or amendments to effectuate the purpose of this Declaration and the intent of the Parties hereto.

2.4 Severability. If any term, provision, covenant, or condition of this Declaration is held to be invalid, void, or unenforceable, the remainder of this Declaration shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Declaration. In the event that all or any portion of this Declaration is found to be unenforceable, this Declaration or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Declaration or that portion which is found to be unenforceable.

2.5 Survival of Covenants. The Affordable Units shall be held, developed, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to this Declaration until released by City. The Declaration is intended and shall be construed as covenants and conditions running with and binding upon the Affordable Units and every part thereof, and all and each of the restrictions contained herein shall be binding upon and burden all persons having or acquiring any right, title or interest in the Affordable Units, or any part thereof, and their successors and assigns.

2.6 Execution in Counterparts. This Declaration may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

2.7 Exhibits. This Declaration contains the following Exhibits, attached hereto and

made a part hereof by this reference. Said Exhibits are identified as follows:

Attachment No. 1 Legal Description of the Affordable Unit Sites
Attachment No. 2 Depiction of Affordable Unit Sites

[Signature pages follow]

IN WITNESS WHEREOF, City and Developer have entered into this Agreement as of theEffective Date.

"CITY"

CITY OF ROCKLIN, a California municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

"DEVELOPER"

KB HOME SACRAMENTO, INC., a California corporation

By: _____
Name: Leo Pantoja
Its: VP Planning

By: _____
Name: _____
Its: _____

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF AFFORDABLE UNIT SITES

Lot 9, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 15, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 47, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 52, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 56, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 63, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

Lot 68, as shown on the final map of Quarry Row, filed for record on _____, in Book _____ of Maps at Pages _____ through _____, inclusive, in the Official Records of the County of Placer, State of California.

ATTACHMENT NO. 2

DEPICTION OF AFFORDABLE UNIT SITES

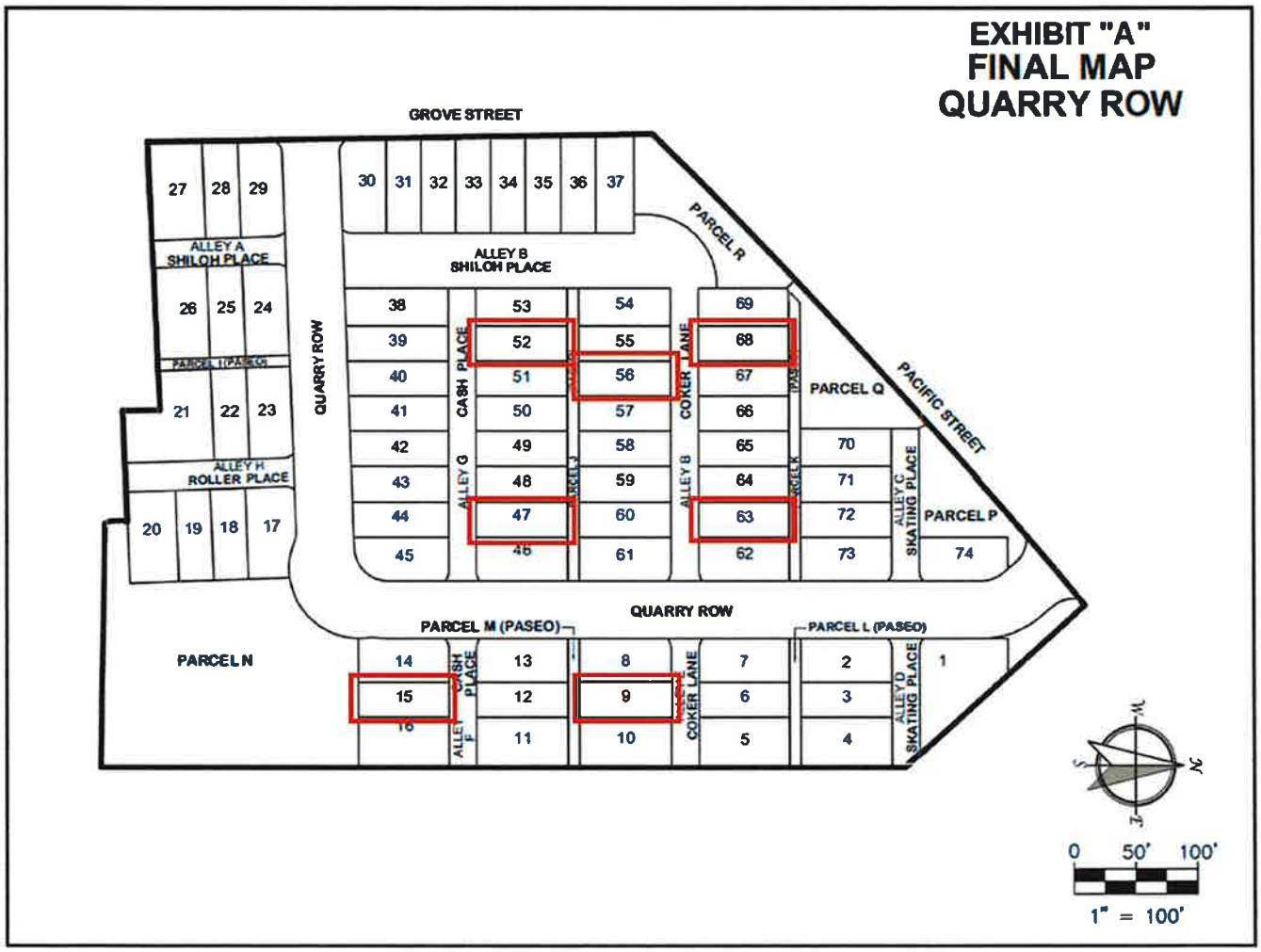


EXHIBIT E

DEED OF TRUST

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE MAIL TO:

City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Attn: City Clerk and Housing Division

_____

SPACE ABOVE THIS LINE FOR RECORDER'S
USE EXEMPT FROM RECORDING FEE PER GOV. CODE§ 27383

DEED OF TRUST

ASSESSOR'S PARCEL NO. _____

THIS DEED OF TRUST ("Deed of Trust") is made as of the _____ day of _____, 20__, by and between _____ (the "Trustor"), whose address is _____, Rocklin, California 95667; _____, a _____ corporation (the "Trustee"), and the City of Rocklin, a California municipal corporation ("Beneficiary").

WITNESSETH that Trustor grants to Trustee in trust, with power of sale, Trustor's estate, dated on or about the date hereof, in certain real property located at _____, in the City of Rocklin, County of Placer, State of California, described in Addendum No. 1 attached hereto ("Buyer Property") together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing:

i) performance of every obligation, covenant and agreement of Trustor contained in that certain instrument entitled "Buyer Acknowledgment and Agreement" by and among Trustor, KB Home Sacramento Inc., a California corporation ("Developer"), and Beneficiary dated as of _____, 20__ (the "Buyer Agreement") and recorded of even date herewith, and every material provision of any other agreement now or hereafter executed by Trustor which recites that the obligations

thereunder are secured by this Deed of Trust;

ii) all amounts due and payable under that certain unrecorded instrument entitled "Promissory Note" executed of even date herewith; a copy of the Promissory Note shall be maintained on file with Beneficiary as a public record;

iii) payment of all sums advanced by Beneficiary or its successors and assigns, or Trustee, to enforce the Buyer Agreement with interest thereon at the rate of ten percent (10%) per annum (the "Default Rate").

All initially capitalized terms used herein which are defined in the Declaration shall have the same meaning herein unless the context otherwise requires. To protect the security of this Deed of Trust, and with respect to the Property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Placer County in Book 1028 commencing at Page 379 of official records of the County Recorder of Placer County shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

Beneficiary agrees to subordinate the provisions of this Deed of Trust to the lien of a deed of trust securing a purchase money loan by an institutional lender or investor to Trustor for the purchase of the Buyer Property that meets the following criteria: (a) the principal amount is not greater than ninety seven (97) percent of an "Affordable Sale Price" as designated by Beneficiary, and (b) the loan is amortized over thirty (30) years, bears interest at a fixed rate and requires level payments over the life of the loan ("First Lien"), and provided further that such lender or investor executes a subordination agreement in such form approved by Beneficiary providing Beneficiary (i) written notice of a default under the First Lien, and (ii) the right to cure such default within forty-five (45) days of such notice.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

"TRUSTOR"

FOR FUTURE USE WHEN APPLICABLE.

REQUEST FOR FULL RECONVEYANCE

To be used only upon satisfaction of all obligations secured under the Deed of Trust.

Date

To: Trustee:
The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

_____
_____
_____

By:

Do not lose or destroy this Deed of Trust OR the Declaration which it secures. Both must be delivered to the Trustee before reconveyance will be made.

ADDENDUM NO. 1

LEGAL DESCRIPTION OF PROPERTY

[to come: description of particular site being sold to buyer]

ADDENDUM NO. 2

DEED AUTHORIZATION

CERTIFICATE OF ACCEPTANCE

This is to certify that an interest in real property conveyed under the foregoing Deed of Trust by _____ to the City of Rocklin, a municipal corporation ("City" or "Beneficiary") as to the following property:

[legal description],

as described in the foregoing Deed of Trust is hereby accepted by the City Manager of the City of Rocklin on behalf of the City conferred by action of the City Council of the City by Resolution No. __ of the City Council, and the City (as grantee under the interest conveyed by the Deed of Trust) consents to recordation thereof by its duly authorized officer.

CITY OF ROCKLIN, a municipal corporation

_____

By:
Its:

Dated: _____, 202_

ATTEST:

_____

City Clerk

EXHIBIT F

BUYER ACKNOWLEDGMENT AND AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin
3970 Rocklin Road
Rocklin, California 95677
Attention: City Clerk and Housing Division

(Space Above This Line For Recorder's Use Only)

(To be recorded without fee –
Government Code, §§ 6103 and 27383)

BUYER ACKNOWLDGMENT AND AGREEMENT

(Quarry Row Subdivision)

This **BUYER ACKNOWLEDGMENT AND AGREEMENT** ("Declaration") is made and entered into this __ day of _____, 2025, by and among the **CITY OF ROCKLIN**, a California municipal corporation ("City"), **KB HOME SACRAMENTO INC.**, a California corporation ("Developer"), and _____ [to come: Buyer; indicate whether individual or collective) (collectively "Buyer" or "Declarant") and concerns that property described in the Legal Description of the Buyer Property attached as Attachment No. 1 hereto (which property is referred to herein as the "Buyer Property").

RECITALS

A. Developer was the owner of an approximately 7.4 acre parcel of land within the corporate limits of the City of Rocklin; that property (the "Property") more particularly described in that certain unrecorded agreement entitled ""Affordable Housing Agreement" by and between Developer and City dated as of _____; a copy of the Affordable Housing Agreement is on file with City as a public record and is deemed incorporated herein by reference. Under the Affordable Housing Agreement, Developer was required to develop single family residential units on the Property, including at least seven (7) single family residences restricted to sale and occupancy by households having an income of not to exceed eighty percent (80%) of area median income, and to be sold at a sales price which does not exceed "Affordable Housing Cost" as more particularly defined in the Affordable Housing Agreement; such units, as so restricted, are referred to as "Affordable Units."

B. One of the Affordable Units is situated on the Buyer Property.

C. Any capitalized terms used by not defined herein shall have the respective meanings set forth therefor in the Affordable Housing Agreement, a copy of which has been provided to Buyer.

DECLARATION

NOW, THEREFORE, City, Developer, and Declarant hereby agree that the Buyer Property shall be subject to the provisions of this Declaration, as well as all covenants of record as to the Buyer Property. These covenants, conditions and restrictions shall run with the Affordable Units until released as provided herein and shall be binding upon all parties having or acquiring any right or title in the Affordable Units or any part thereof. The dwelling unit situated on the Buyer Property is referred to herein as the "Affordable Unit."

1. The Buyer shall occupy the Affordable Unit continuously and at all times and Buyer shall not rent or lease the Affordable Unit nor any portion thereof at any time.

2. The Buyer Property shall be held, transferred, encumbered and conveyed subject to the provisions of this Declaration.

3. GENERAL PROVISIONS.

3.1 Notices, Demands, and Communications Among the Parties. Formal notices, demands, and communications between City, Buyer, and Developer shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To City:	CITY OF ROCKLIN Attn: Director of Community Development 3970 Rocklin Road Rocklin, CA 95677
With a copy to:	City Attorney's Office 3970 Rocklin Road Rocklin, CA 95677 Email: LegalNotices@rocklin.ca.us
To Developer:	KB HOME SACRAMENTO INC. 3005 Douglas Boulevard, Suite 250 Roseville, CA 95661 Attention: Leo Pantoja
With a copy to:	KB Home

10990 Wilshire Blvd., 7th Floor
Los Angeles, CA 90024
Attention: Lorna Banister

To Buyer: [to come]

3.2 Interpretation. The terms of this Declaration shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Declaration or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience, only, and shall not be construed to limit or extend the meaning of this Declaration.

3.3 Entire Declaration, Waivers and Amendments. This Declaration, including the Developer Covenants and the Affordable Housing Agreement (as referenced herein), integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City, Buyer, and Developer. City hereby authorizes the City Manager for the City of Rocklin or designee, to the extent allowed by federal, state or local law, to approve or consent to any matter requiring City approval or consent as provided in this Declaration, and to perform and carry out any activities, including but not limited to, the execution of any additional agreements, addenda or amendments to effectuate the purpose of this Declaration and the intent of the Parties hereto.

3.4 Severability. If any term, provision, covenant, or condition of this Declaration is held to be invalid, void, or unenforceable, the remainder of this Declaration shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Declaration. In the event that all or any portion of this Declaration is found to be unenforceable, this Declaration or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Declaration or that portion which is found to be unenforceable.

3.5 Survival of Covenants. The Affordable Unit on the Buyer Property shall be held, developed, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to this Declaration until released by City following payment of all amounts due under that certain deed of trust made by Buyer (as trustor) for the benefit of City (as beneficiary) as recorded of even date herewith (the "Deed of Trust"). This Declaration is intended and shall be construed as covenants and conditions running with and binding upon the Buyer Property and every part thereof, and all and each of the restrictions contained herein shall be binding upon and burden all persons having or acquiring any right, title or interest in the Buyer Property, or any part thereof, and their successors and assigns.

3.6 Execution in Counterparts. This Declaration may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

3.7 Exhibits. This Declaration contains the following Exhibits, attached hereto and made a part hereof by this reference. Said Exhibits are identified as follows:

Attachment No. 1 Legal Description of the Buyer Property

IN WITNESS WHEREOF, City, Buyer, and Developer have entered into this Declaration as of the Effective Date.

"CITY"

CITY OF ROCKLIN, a California municipal corporation:
By: _____
Name: _____
Its: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____

City Attorney

"DEVELOPER"

KB HOME SACRAMENTO INC., a California corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

BUYER

[name; manner in which title being obtained]

_____

_____

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE BUYER PROPERTY

[to come]

EXHIBIT G

BUYER PROMISSORY NOTE

PROMISSORY NOTE
(This Promissory Note is secured by a deed of trust)

Rocklin, California
[Date of Promissory Note]

Property Address: [to come] (the "Buyer Property"), Rocklin, CA 92084

Maturity Date: [to come: insert date which is the 45th anniversary date of the closing for the corresponding Buyer Property]

FOR VALUE RECEIVED, the undersigned (collectively, the "Maker") promises to pay to the City of Rocklin, a municipal corporation (the "Holder" or "City") at Office of City Clerk, City of Rocklin, 3970 Rocklin Road, Rocklin, California 95677, or at such other address as Holder may direct from time to time in writing, the "Equity Share Amount" as defined below, together with costs and interest as may become payable in connection with the enforcement of collection of this Notet as provided under Section 6, 7, and 14 of this Note (the "Additional Amounts" and, together with the Equity Share Amount, the "Note Amount", all as more fully set forth below. All sums hereunder shall be payable in lawful money of the United States of America.

1. This Promissory Note (this "Note") is made and delivered pursuant to and in implementation of that certain agreement between Maker and Holder entitled "Buyer Acknowledgment and Agreement" of even date herewith (the "Buyer Acknowledgment and Agreement"), a copy of which is on file with Holder as a public record. The Buyer Acknowledgment and Agreement implements, in part, that certain instrument by and between KB Home Sacramento, Inc., a California corporation ("Developer") and Holder which is entitled "Declaration of Developer Covenants" (the "Developer Covenants"), which is dated as of _____, 202_ and was recorded among the official records of the County Recorder of the County of Placer on _____, 202_ as Document No. _____. The Developer Covenants implemented that certain unrecorded agreement between Developer and Holder entitled "Affordable Housing Agreement" (the "Affordable Housing Agreement") dated as of _____, 202_, a copy of which is on file with Holder as a public record. Maker has been provided with and is familiar with the provisions of each of the Buyer Acknowledgment and Agreement, the Developer Covenants, and the Affordable Housing Agreement. The Maker acknowledges that but for the

execution of this Note, Developer would not have made available for sale to Maker that real property designated as [insert address] at a below market price. In consideration of those benefits, including the availability of the Buyer Property for purchase and at a price which does not exceed affordable housing cost for a low income household (as determined in conformity with California Health and Safety Code Section 50052.5(b)(3), Maker is executing and delivering this Note to Holder.

2. Under this Note, Maker is obligated to make payment to Holder of the "Equity Share Amount" (as defined in Section 5 below).

3. The obligation of Maker to make payments to Holder under this Note is secured by a deed of trust of even date hereof (the "Deed of Trust").

4. Maker is executing and delivering this Note in connection with the purchase by Maker of that certain real property located at _____, Rocklin, California (the "Buyer Property"). As a result of the Affordable Housing Agreement, Developer is making the Buyer Property available to Maker at the Affordable Sales Price; the Affordable Sales Price is substantially below the market price of the Buyer Property. The difference between the market price of the Buyer Property on the one hand and the Affordable Sales Price is referred to herein as the "Affordability Gap Amount" or the "City Loan Amount".

   "Affordable Sales Price" means an amount which does not exceed the maximum allowable sale price of an Affordable Unit. This maximum sales price is established by City based upon a maximum monthly Affordable Housing Cost yield (excluding the utility and maintenance allowance, but including any applicable homeowners' association dues, property taxes, insurance and mortgage insurance as applicable) assuming a housing cost which does not exceed the amount determined in accordance with Health and Safety Code Section 50052.5(b)(3) (for a low income household) based on a family of five for the four (4) bedroom units, a family of four for the three (3) bedroom units, and family of three (3) for the two (2) bedroom units. The established affordable sales price assumes a 5% down payment and average current market 30-year fixed rate home loan interest rate. All upgrades or special purchase items included as of the sale to the buyer for each affordable unit shall be considered as part of the Affordable Sales Price. City shall separately determine the Affordable Sales Price for each of the Affordable Units; amounts may vary among the Affordable Units based in part upon the timing of each such sale, interest rates at that time as well as the applicable income limits then in effect as published annually by the California Department of Housing and Community Development.

   The amounts described as payable to Holder under this Section 4 shall be in connection with each initial sale of the Buyer Property at arm's length.

5. Under the Affordable Housing Agreement, the Developer Covenants, and the Buyer Acknowledgment and Agreement, each buyer of a dwelling unit on property, such as the Buyer Property, which is made available at an Affordable Sales Price is required to agree to pay to Holder an "Equity Share Amount", which is defined as follows: "Equity Share Amount" means that amount determined by City with respect to each Deed of Trust which equals the Affordability Gap Amount less the Allowable Costs of Sale.

   "Affordability Gap Amount" means (for purposes of this Note) means the difference between (i) the market price for an Affordable Unit determined as if it were sold without regard to limitations upon price on the one hand and (ii) an affordable housing price for a low income household for the Affordable Unit as of the sale of an Affordable Unit to a Qualified Buyer of such Affordable Unit; the Affordability Gap Amount shall be determined by City in conformity with this Agreement in connection with the first sale which occurs as to the Qualified Buyer of Affordable Unit."

   "Allowable Costs of Sale" means, for purpose of this Note, the following as combined: (i) reasonable and customary sales commission not to exceed the lesser of the actual commissions or six percent (6%) of the sales price; (ii) transfer taxes paid; (iii) title insurance premiums paid by seller; (iv) recording fees paid by seller; and (v) escrow fees paid by Buyer (as seller).

   In determining the amount payable under this Note, the following shall apply: The Buyer may sell, convey, hypothecate or transfer (for convenience, a "Sale") the Buyer Property in his/her/its sole election; provided, however, any Sale of the Buyer Property within five (5) years of the date of acquisition by Buyer of the Buyer Property will entitle Holder to One Hundred Percent (100%) of the Equity Share Amount. Further, any Sale following five (5) years of the date of acquisition by Buyer of said Buyer Property shall entitle City to Fifty Percent (50%) of the Equity Share Amount as determined by Holder in its sole discretion consistent with the provisions hereof. For clarity, any subsequent sale of any Affordable Unit following the original Sale by Buyer of the Buyer Property in conformity with the Affordable Housing Agreement, the Developer Covenants, and the Buyer Acknowledgment and Agreement shall not trigger any restriction nor right of appreciation in favor of City, and the Developer Covenants shall thereafter be of no further force and effect with respect to the Buyer Property. In the case of any transfer of the Buyer Property, the Equity Share Amount, the Affordability Gap Amount and the Allowable Costs of Sale shall be determined by Holder.

6. During such times as Maker is occupying the Buyer Property in compliance with the Buyer Acknowledgment and Agreement, no interest shall apply or accrue with respect to the Note Amount. During such times, if any, as Maker

is not in compliance with all terms of the Agreement, interest on the Note Amount shall accrue at the rate of Seven Percent (7.0%) simple interest per annum or, if lower, the maximum non-usurious interest rate that may be charged by law; provided that this Note is subject to acceleration in connection with any sale of the Property and each and every event of acceleration (as set forth in Section 4 hereof) which occurs.

7. During such times as Maker is occupying the Buyer Property as its residence in conformity with the Buyer Acknowledgment and Agreement, no payments shall be required to be made under this Note. As to any times that Maker is not in compliance with all terms of the Agreement, payment of the outstanding amount under this Note shall be due and payable at the earliest to occur of: (i) thirty (30) days after Holder makes demand for payment hereunder; (ii) the occurrence of sixty (60) days after a violation of the Buyer Acknowledgment and Agreement; or (iii) immediately in the event of any sale or transfer of the Buyer Property.

8. The whole of the Note Amount and all other payments due hereunder and under the Agreement shall, at the election of Holder, become due and be immediately payable to the Holder by the Maker upon the occurrence of any of the following events: (a) the sale or transfer of the Buyer Property, including, without limitation, the lease, exchange or other disposition of the Buyer Property or any interest therein, whether voluntary or involuntary, excepting (i) a sale of the Property to a "Low Income Household" at an "Affordable Housing Cost" with the Holder's prior written approval, and further excepting the refinancing of any loan senior to obligation evidenced by this Note for a loan amount in excess of the sum of the then current loan balance secured by such senior loan and loan closing costs.

9. This Note shall be secured by a second deed of trust and rider thereto of even date hereof encumbering the Property ("Deed of Trust"), executed by Maker, as trustor, in favor of Holder, as beneficiary.

10. This Note may not be prepaid without the prior written approval of Holder, which Holder may grant, condition, or refuse at its sole discretion.

11. Holder may, at its option, assign its right to receive payment under this Note to any creditor holding a security interest in the Property without necessity of obtaining the consent of the Maker.

12. Maker shall not assign or transfer any portion of this Note, the Note Amount and/or the Buyer Acknowledgment and Agreement without the prior express written consent of the Holder, which Holder may grant, conditionally grant, or refuse at its discretion.

13. The undersigned, if more than one person, shall be jointly and severally

liable hereunder.

14. In the event that any action is instituted to enforce payment under this Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs and all attorneys' fees incurred in enforcing this Note with such attorneys' fees to be determined at the average rate that Holder pays for contractual legal services.

15. This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part thereof.

16. In the event as of the Maturity Date Maker or its successors are in compliance with this Note and the Buyer Acknowledgement and Agreement, this note shall be cancelled by City upon receipt of written request therefor.

17. Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

18. Any notice that must be given to Maker under this Note shall be given by personal delivery or by mailing it by certified mail addressed to Maker at the Property address above or such other address as Maker shall direct from time to time in writing. Notice to any of Maker, [first of two borrowers] or [second of two borrowers] shall be deemed to constitute notice to each of [first of two borrowers], [second of two borrowers], and Maker. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment. Any notice to Holder shall be given by certified mail at the address stated above.

19. This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Maker has executed this Note as of the date first set forth below.

MAKER:

[FIRST OF TWO BORROWERS] and [SECOND OF TWO BORROWERS]

By:

[first of two borrowers]

By:

[second of two borrowers]

EXHIBIT H

RELEASE OF DEVELOPER COVENANTS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin
3970 Rocklin Road
Rocklin, California 95677
Attention: City Clerk and Housing Division

APN _____ Space Above This Line for Recorder

RELEASE OF DEVELOPER COVENANTS AS TO THE DESIGNATED BUYER PROPERTY

1. KB HOME SACRAMENTO INC., a California corporation ("Developer") and the CITY OF ROCKLIN, a California municipal corporation ("City") previously entered into that certain unrecorded agreement entitled "Affordable Housing Agreement (Quarry Row Subdivision)" between City and Declarant dated as of _____ __, 2025 (the "Affordable Housing Agreement", a copy of which is on file with City as a public record. Pursuant to the Affordable Housing Agreement, Developer executed and caused to be recorded among the official land records of the County of Placer ("Official Records") an instrument entitled "DECLARATION OF DEVELOPER COVENANTS", which was recorded among the Official Records on _____ __, 202_ as Document No. _____ (the "Developer Covenants").

2. Under the Affordable Housing Agreement, in connection with the sale of certain properties, including without limitation that certain property described in Addendum No. 1 hereto (the "Designated Buyer Property"), the Designated Buyer Property is to be released from the effects of the Developer Covenants. Any property other than the Designated Buyer Property which was made subject to the Developer Covenants as of the recordation thereof shall remain subject to the Developer Covenants.

3. Upon recordation hereof, City and Developer agree that the Designated Buyer Property shall hereafter not be subject to the terms of the Developer Covenants. The Designated Buyer Property shall be subject to those instruments described in the Affordable Housing Agreement as the "Buyer Acknowledgment and Agreement" and the "Deed of Trust", both of which will be recorded of event date herewith.

"CITY"

CITY OF ROCKLIN, a California municipal corporation

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

_____

ATTEST:

_____

City Attorney City Clerk

"DEVELOPER"

KB HOME SACRAMENTO, INC., a California corporation

By: _____

Name: _____

Its: _____

By: _____

Name:_____

Its: _____

ADDENDUM NO. 1

LEGAL DESCRIPTION OF THE DESIGNATED BUYER PROPERTY

[to come]

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Quarry Row Final Map

Date: August 12, 2025

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

Department: Community Development

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Final Map of Quarry Row Subdivision/(SD-2016-0003) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Quarry Row Subdivision (SD-2016-0003).

Background:

The tentative subdivision map for Quarry Row Subdivision/(SD-2016-0003) was approved by the City Council on January 26, 2021, per Resolution No. 2021-20, allowing the subdivision of the 7.4+/- acre site into 74 medium density single-family residential lots and ten (10) lettered lots for landscape purposes. A two-year time extension of the tentative subdivision map was approved by the City Council on February 13th, 2024, per Resolution No. 2024-049.

The Quarry Row Subdivision project is located on the east side of Grove Street at the northerly terminus, and south of Pacific Street. The legal owner is KB Home Sacramento, Inc., a California Corporation.

Approvals of final maps are procedural in nature and per Section 66474.1 of the Subdivision Map Act, a legislative body shall not deny approval of a final map or parcel map if it has previously approved a tentative map for the proposed subdivision and if it finds that the final or parcel map is in substantial compliance with the previously approved tentative map.

The map is technically correct. All fees have been paid and conditions of approval have been met. The construction of the improvements associated with this map are partially complete and the developer has guaranteed the outstanding items of work with the attached Subdivision Improvement Agreement and Subdivision Landscaping Agreement. The map is ready for approval.

Fiscal Impact:
The street named Quarry Row is offered for dedication in fee to the City on the Final Map and will be maintained by the City after a Notice of Completion of the improvements and Acceptance of the Public improvements has been issued by the City Council.

ATTACHMENTS:
1. Resolution A - Final Map and Subdivision Improvement Agreement
2. Resolution A Exhibit A - Quarry Row Final Map 11x17
3. Resolution A - Exhibit B - Subdivision Improvement Agreement Quarry Row
4. Resolution A Exhibit 1 to Exhibit B - Subdivision Improvement Agreement-Plat Quarry Row
5. Resolution B - Subdivision Landscape Agreement Quarry Row.doc
6. Resolution B - Exhibit A - Subdivision Landscape Agreement Quarry Row
7. Resolution B Exhibit 1 to Exhibit A - Subdivision Landscape Agreement-Plat Quarry Row

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE FINAL MAP OF
QUARRY ROW SUBDIVISION/(SD-2016-0003)
AND APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION IMPROVEMENT AGREEMENT

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

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

A. That a tentative subdivision map for the subdivision known as Quarry Row Subdivision/(SD-2016-0003) (the "Subdivision") and as submitted by KB Home Sacramento Inc., a California Corporation (the “Subdivider”) was approved subject to certain conditions;

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

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

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

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

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

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A
FINAL MAP

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; AND DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP; AND DO HEREBY DEDICATE TO THE PUBLIC FOR SPECIFIC PURPOSES THE FOLLOWING:

1. AN IRREVOCABLE OFFER OF DEDICATION, IN FEE, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "QUARRY ROW".

2. A PUBLIC UTILITY EASEMENT (PUE) OVER, ON, ACROSS, UNDER, ADJOINING AND LYING OUTSIDE OF THE RIGHT OF WAY OF ALL ROADS (FOUR (4.00) FEET WIDE AND TEN (10.00) FEET WIDE), AND ONE (1) FOOT BUMPOUTS, SHOWN HEREON. THIS EASEMENT SHALL BE AND SHALL CONSIST OF NON-EXCLUSIVE EASEMENTS FOR THE FOLLOWING PURPOSES:

   a. FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, CABLE, TELEPHONE, AND TELECOMMUNICATIONS, AND ALL APPURTENANCES THERETO; FOR SURFACE DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO.

   b. A PUBLIC UTILITY EASEMENT AS DEFINED IN 2A. ABOVE, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND DESIGNATED P.U.E. AND SHOWN HEREON.

   c. A PUBLIC UTILITY EASEMENT AS DEFINED IN 2A. ABOVE, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS QUARRY ROW, AND ALL PRIVATE ROADS AND ALLEYS DESIGNATED P.U.E. AND SHOWN HEREON.

   d. FOR CONSTRUCTION AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS. TOGETHER WITH ANY AND ALL APPURTENANCES THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL.

3. PEDESTRIAN EASEMENTS CONTIGUOUS TO QUARRY ROW FOR THE PURPOSE OF PEDESTRIAN ACCESS TO STREET CROSSING, AS SHOWN HEREON.

END OF PUBLIC DEDICATIONS

THE UNDERSIGNED HEREBY STATE THE FOLLOWING LOTS AS SHOWN HEREON ARE INTENDED TO BE CONVEYED IN FEE TO THE HOMEOWNERS ASSOCIATION FORMED FOR QUARRY ROW BY SEPARATE INSTRUMENT.

   a. PRIVATE ROADS ALLEYS A-H

   b. PARCELS I, J, K, L, M, O, P, Q, AND R FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING AND ALL APPURTENANCES THERETO.

   c. PARCEL N FOR DRAINAGE DETENTION BASIN PURPOSES.

   d. A PRIVATE STORM DRAIN EASEMENT (PSDE) FOR DRAINAGE ABOVE, ON, CVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED PSDE SHOWN HEREON.

KB HOME SACRAMENTO INC., A CALIFORNIA CORPORATION

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

NOTARY ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____,_____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____ _____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO._____ EXPIRES: _____

FINAL MAP OF QUARRY ROW

BEING A SUBDIVISION OF A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17 OF T.11N., R.7E., M.D.M.
CITY OF ROCKLIN, COUNTY OF PLACER,
STATE OF CALIFORNIA
JUNE 2025
SHEET 1 OF 4

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "QUARRY ROW" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME SACRAMENTO INC. ON DECEMBER 17, 2024. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2026, AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: _____

_____
JOHN E. KLAMM, L.S. 7375

LICENSED LAND SURVEYOR
JOHN E. KLAMM
7375
EXPIRES 12/31/2025
STATE OF CALIFORNIA

NOTES:

1. THIS SUBDIVISION CONTAINS 7.166 ACRES WITH 74 SINGLE FAMILY HOMES AND 10 LETTERED LOTS (I, J, K, L, M, N, O, P, Q AND R) FOR LANDSCAPE PURPOSES.

2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS SHOWN OTHERWISE.

3. ALL CURVES ARE DIMENSIONED WITH RADIUS "R", DELTA "Δ" AND ARC LENGTH "L".

4. THE SUM OF THE INDIVIDUAL PARTS OF ANY GIVEN LINE MAY NOT EQUAL OVERALL DUE TO ROUNDING.

2. A DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS RECORDED AS DOCUMENT NO. 2025-_____, O.R.

3. A DECLARATION OF RESTRICTIONS OVER DETENTION BASINS ON PARCELS Q AND N, IS RECORDED AS DOC-2025-_____, O.R.

4. PARCEL R, AS SHOWN HEREON, IS SUBJECT TO A SEWER EASEMENT TO THE BENEFIT OF SOUTH PLACER MUNICIPAL UTILITY DISTRICT PER DOC-2025-_____, O.R.

5. AN AFFORDABILITY REGULATORY AGREEMENT IS RECORDED AS DOC-2025_____, O.R.

6. ALL LOT CORNERS ADJACENT TO QUARRY ROW AND ALLEYS SHALL BE MONUMENTED WITH A 1" BRASS DISC STAMPED "LS 7375" SET 1.00 FOOT ALONG THE EXTENSION OF THE LOT LINE IN THE SIDEWALK OR ALLEY. LOT CORNERS ADJECENT TO PASEOS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "L.S. 7375". LOT CORNERS ADJACENT TO WALLS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "L.S. 7375" SET 2.00 FEET ALONG THE LOT LINE INSIDE THE WALL.

CERTIFICATE OF DEDICATION:

SUBDIVIDER: **KB HOME SACRAMENTO INC., A CALIFORNIA CORPORATION**

THE ABOVE MENTIONED SUBDIVIDER DOES HEREBY OFFER FOR DEDICATION IN FEE TO THE PUBLIC ALL STREETS SHOWN HEREON, "QUARRY ROW". IF THE CITY OF ROCKLIN, CALIFORNIA DETERMINES THAT THE SAME PUBLIC PURPOSE FOR WHICH THE ABOVE MENTIONED PROPERTY WAS DEDICATED DOES NOT EXIST, THE CITY SHALL RECONVEY THE PROPERTY TO THE OWNER OR ITS SUCCESSOR IN INTEREST.

SENIOR ENGINEER'S STATEMENT

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

DATED: _____

_____
LARRY WING, P.E. C29836
SENIOR ENGINEER
CITY OF ROCKLIN
EXP. 03/31/2027

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "QUARRY ROW" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____

_____
ANDREW S. CHAFER, P.L.S. 8005
CITY SURVEYOR
CITY OF ROCKLIN
EXP. 12/31/2026

CITY CLERK'S STATEMENT:

THE CITY COUNCIL OF THE CITY OF ROCKLIN ON THE _____ DAY OF _____, 2025, BY RESOLUTION NO. _____ DID APPROVE THIS FINAL MAP OF "QUARRY ROW" (SD2016-0003), AND ACCEPTED ON BEHALF OF THE CITY OF ROCKLIN AND THE PUBLIC, ALL PARCELS OF LAND OFFERED FOR DEDICATION IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION, SUBJECT TO COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS, AND FURTHER ACCEPTED, ON BEHALF OF THE PUBLIC AND UTILITY AGENCIES, THE EASEMENTS FOR PUBLIC UTILITY PURPOSES AS SHOWN AND OVER THE STREETS AND ALLEYS IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION.

DATE: _____

_____
AVINTA SINGH, CITY CLERK
CITY OF ROCKLIN, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2025, AT _____.M. IN BOOK _____ OF MAPS, AT PAGE _____, PLACER COUNTY RECORDS, AT THE REQUEST OF TSD ENGINEERING, INC.

DOCUMENT NO. 2025-_____.

RYAN RONCO
PLACER COUNTY RECORDER

FEE: _____ BY: _____
DEPUTY

SD2016-0003

FINAL MAP OF QUARRY ROW

BEING A SUBDIVISION OF A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17 OF T.11N., R.7E., M.D.M. CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2025

SHEET 2 OF 4

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

REFERENCES

(R1) BOOK 19 OF SURVEYS, AT PAGE 60, P.C.R.
(R2) BOOK L OF MAPS, AT PAGE 64, P.C.R.
(R3) BOOK 29 OF PARCEL MAPS, AT PAGE 88, P.C.R.
(R4) BOOK 6 OF SURVEYS, AT PAGE 74, P.C.R.
(R5) DOC-2003-0155796, O.R.
(R6) DOC-2013-0042992, O.R.
(R7) DOC-2011-0067527, O.R.
(R8) DOC-2006-0053797, O.R. (LOT LINE ADJUSTMENT)
(R9) BOOK 18 OF SURVEYS, AT PAGE 114, P.C.R.
(R10) DOC-2025-_____, O.R. (SEWER EASEMENT)

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH RECORD OF SURVEY NO. 2661, FILED IN BOOK 18 OF SURVEYS, AT PAGE 114, P.C.R., ESTABLISHED BETWEEN STATIONS "R 1-7" AND "R 3-4", THE BEARING OF WHICH IS CALCULATED AS N59°17'18"E.

SCALE: 1" = 60'

LEGEND

- DIMENSION POINT (NOTHING FOUND OR SET)
- FOUND MONUMENT AS NOTED
- FOUND RAILROAD SPIKE PER (R2)
- FOUND BRASS CAP IN MONUMENT WELL PER (R1)
- FOUND 2" BRASS DISC "LS 2785" AT SECTION CORNER
- SET 6" MAG SPIKE & WASHER STAMPED "LS 7375"
- SET STANDARD CITY MONUMENT IN WELL "LS 7375"
- (C) CALCULATED DIMENSION
- CH CHORD BEARING AND LENGTH
- CHM CONCRETE HIGHWAY MONUMENT
- DOC DOCUMENT NUMBER
- O.R. OFFICIAL RECORDS OF PLACER COUNTY
- P.C.R. PLACER COUNTY RECORDS
- PE PEDESTRIAN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- R/W RIGHT OF WAY
- SF SQUARE FEET
- SNF SEARCHED FOR, NOT FOUND

FOUND MONUMENT LEGEND

(A) 3/4" REBAR PER (R3) FOUND N79°21'10"E 0.17'
(B) FOUND IRON PIPE (3/4" REBAR)(R3) HELD FOR WESTERLY LINE OF (R3)

SD2016-0003

FINAL MAP OF QUARRY ROW

BEING A SUBDIVISION OF A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17 OF T.11N., R.7E., M.D.M. CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2025

SHEET 3 OF 4

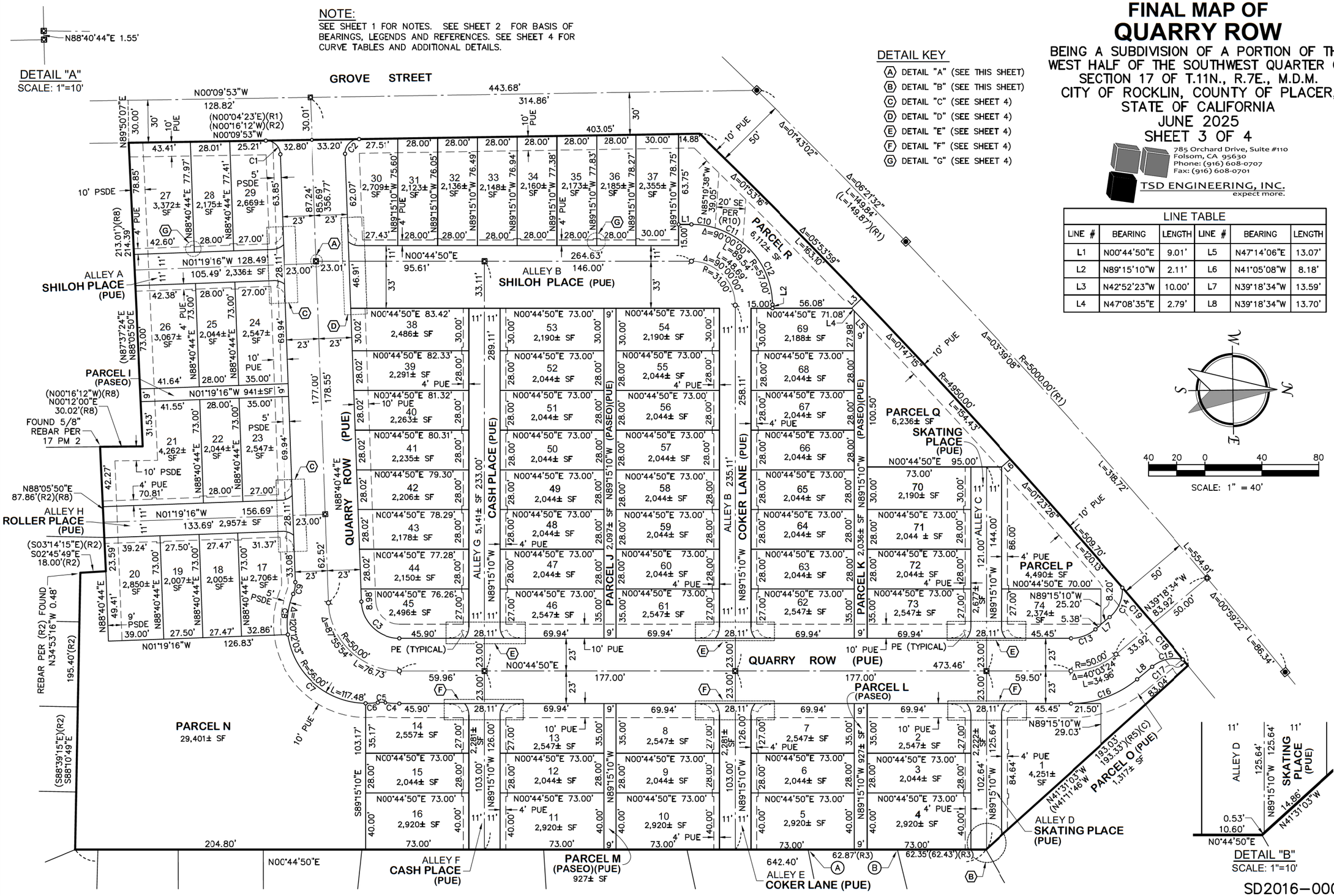
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

NOTE:
SEE SHEET 1 FOR NOTES. SEE SHEET 2 FOR BASIS OF BEARINGS, LEGENDS AND REFERENCES. SEE SHEET 4 FOR CURVE TABLES AND ADDITIONAL DETAILS.

DETAIL KEY

- (A) DETAIL "A" (SEE THIS SHEET)
- (B) DETAIL "B" (SEE THIS SHEET)
- (C) DETAIL "C" (SEE SHEET 4)
- (D) DETAIL "D" (SEE SHEET 4)
- (E) DETAIL "E" (SEE SHEET 4)
- (F) DETAIL "F" (SEE SHEET 4)
- (G) DETAIL "G" (SEE SHEET 4)

LINE TABLE					
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N00°44'50"E	9.01'	L5	N47°14'06"E	13.07'
L2	N89°15'10"W	2.11'	L6	N41°05'08"W	8.18'
L3	N42°52'23"W	10.00'	L7	N39°18'34"W	13.59'
L4	N47°08'35"E	2.79'	L8	N39°18'34"W	13.70'



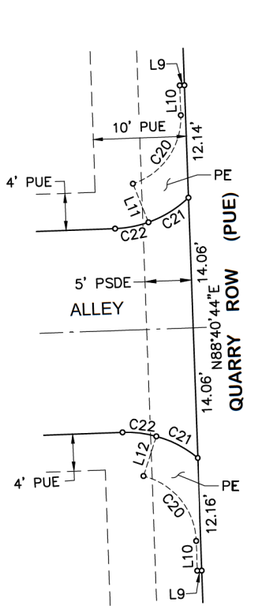
FINAL MAP OF
QUARRY ROW

BEING A SUBDIVISION OF A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17 OF T.11N., R.7E., M.D.M. CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

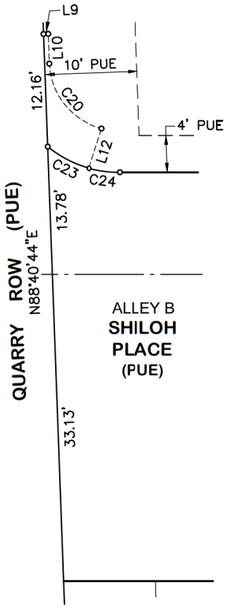
JUNE 2025

SHEET 4 OF 4

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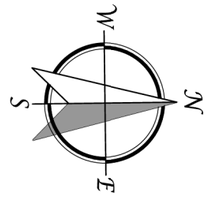
DETAIL "C"
SCALE: 1"=10'

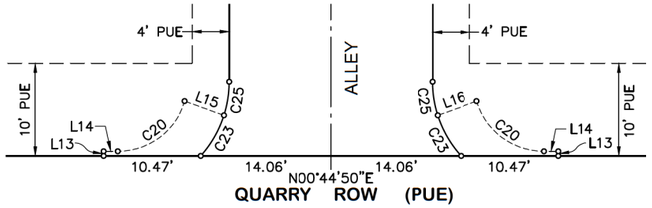


DETAIL "D"
SCALE: 1"=10'

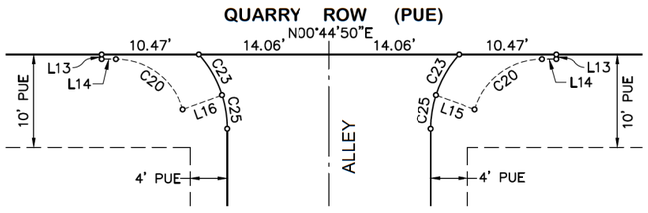
LINE TABLE		
LINE #	BEARING	LENGTH
L9	N01°19'16"W	0.50'
L10	N88°40'44"E	3.22'
L11	N68°43'51"E	4.49'
L12	N71°22'23"W	4.51'
L13	N89°15'10"W	0.50'
L14	N00°44'50"E	1.53'
L15	N20°41'43"E	4.51'
L16	N19°12'02"W	4.51'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	88°50'37"	10.00'	15.51'
C2	91°09'23"	10.00'	15.91'
C3	87°55'46"	27.00'	41.44'
C4	07°53'05"	73.00'	10.05'
C5	15°46'16"	20.00'	5.51'
C6	08°45'47"	56.00'	8.56'
C7	81°25'59"	56.00'	79.59'
C8	30°00'17"	56.00'	29.33'
C9	24°22'58"	20.00'	8.51'
C10	17°13'58"	57.00'	17.14'
C11	22°13'02"	57.00'	22.10'
C12	50°32'59"	57.00'	50.29'
C13	40°03'24"	27.00'	18.88'
C14	54°00'22"	25.00'	23.56'
C15	53°32'54"	25.00'	23.36'
C16	40°03'24"	73.00'	51.04'
C17	00°03'53"	4950.00'	5.58'
C18	00°23'01"	4950.00'	33.15'
C19	00°23'08"	4950.00'	33.31'
C20	73°52'29"	7.50'	9.67'
C21	24°16'53"	12.00'	5.09'
C22	17°31'44"	12.00'	3.67'
C23	24°15'01"	12.00'	5.08'
C24	15°29'29"	12.00'	3.24'
C25	17°33'36"	12.00'	3.68'

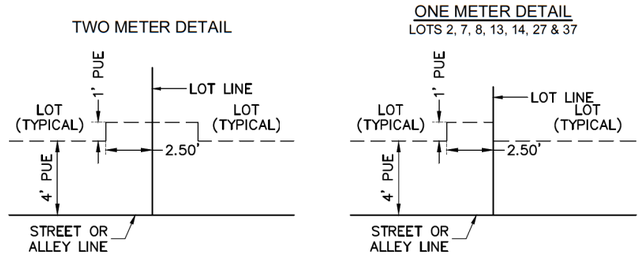




DETAIL "E"
SCALE: 1"=10'



DETAIL "F"
SCALE: 1"=10'



DETAIL "G"
SCALE: 1"=5'
TYPICAL WATER METER PUE

SD2016–0003

EXHIBIT B
SUBDIVISION IMPROVEMENT AGREEMENT

Recording Requested by
and Return to:

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

No Fee Per Gov't Code §27383

Subdivision Name: Quarry Row
Subdivision No.: SD2016-0003
Recorded at: Book _____ of Maps, at Page_____,
Placer County Recorder
Principal: KB Home Sacramento, Inc., a California Corporation
Effective Date: August 12, 2025

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is entered into by and between the City of Rocklin, hereinafter called "City," and KB Home Sacramento, Inc., a California Corporation, hereinafter called "Principal," on the 12th day of August, 2025.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Quarry Row ("the Subdivision").

2. Principal wishes to have filed for record a final subdivision map, ("the Map"), in substantial conformity with the approved tentative map. A copy of the plat of the Map is attached hereto as Exhibit I and by this reference incorporated herein.

3. City has approved the Map, subject to the execution of this Agreement.

4. Principal is willing to execute this Agreement as a condition precedent to the recording of the Map.

5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

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

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

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

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

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

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

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

13. **Security.** Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit

issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purposes:

(a) **Performance:** One hundred percent (100%) of the estimated cost of the outstanding Improvements securing performance of this Agreement, which estimated cost is in the amount of: **Two Million Eight Hundred Fifty Five Thousand, Four Hundred Thirty Nine dollars ($2,855,439.00).**

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

(c) **Warranty:** The amount of: **Five Hundred Seventy One Thousand Eighty Eight dollars ($571,088.00) for the subdivision improvements,** to guarantee and warrant the Improvements for a period of one (1) year following the completion and acceptance of the Improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the Improvements, but must be provided prior to their acceptance.

(d) **Survey Monumentation:** One hundred percent (100%) of the estimated cost of the installation of survey monuments, which estimated cost is in the amount of: **Ten Thousand dollars ($10,000.00)**

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

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

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

eighty (80%) of the improvement security be authorized until all the work has been completed and accepted.

17. **Release of Remaining Security For Faithful Performance: Warranty.** At the conclusion of the construction of the Improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer shall authorize the release of the security provided pursuant to Paragraph 13(a) upon the furnishing of the warranty security as required by Paragraph 13(c).

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

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

20. **Insurance.** Principal shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Principal, its agents, representatives, or employees.

A. Minimum Scope and limit of Insurance

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

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Principal has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

B. Other Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Monuments.** Principal agrees to install, on or before **December 31, 2026**, such survey monuments as may be required by the City Engineer. Upon the installation of such monuments, and their acceptance by the City Engineer, the security provided therefor shall be released.

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

23. **Attorney's Fees.** If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

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

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

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

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

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

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

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

PRINCIPAL

KB Home Sacramento, Inc., a California Corporation.

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

APPROVED AS TO FORM:

_____
Crystal Hodgson, Assistant City Attorney

ATTEST:

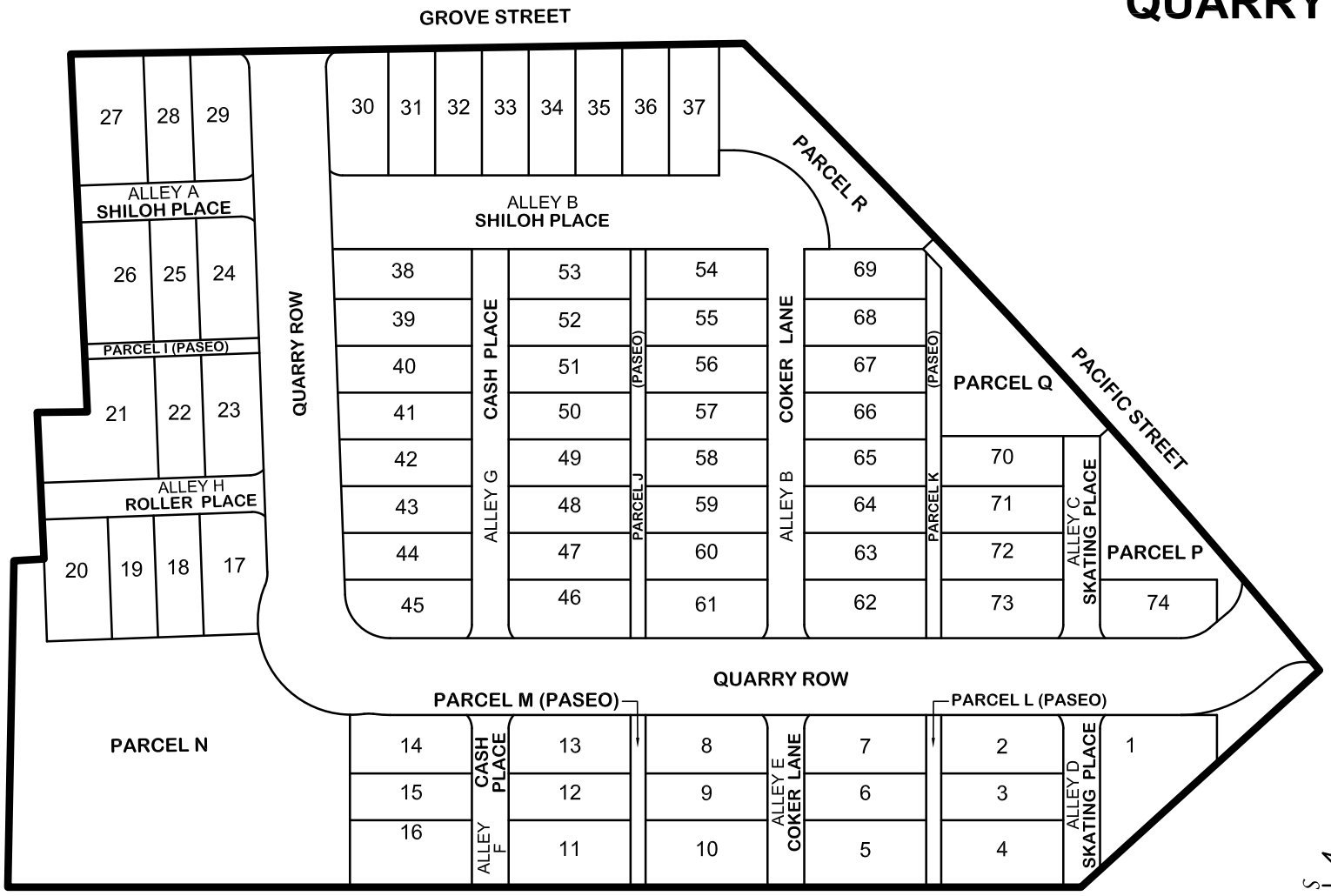
_____
Avinta Singh, City Clerk

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR CITY OF ROCKLIN

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR PRINCIPAL

EXHIBIT I
TO SUBDIVISION IMPROVEMENT AGREEMENT
PLAT OF FINAL MAP

EXHIBIT "1"
FINAL MAP
QUARRY ROW



PAGE 1 OF EXHIBIT "1" OF
SUBDIVISION IMPROVEMENT AGREEMENT
RESOLUTION NO. 2025-

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION LANDSCAPING AGREEMENT OF
QUARRY ROW SUBDIVISION (SD2016-0003)

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

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

A. That a final subdivision map for a subdivision known as Quarry Row Subdivision (SD2016-0003) (the "Subdivision") has been submitted by KB Home Sacramento Inc., a California Corporation (the "Subdivider") for approval;

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

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

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

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

SUBDIVISION LANDSCAPING AGREEMENT

Recording Requested by
and Return to:

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

No Fee Per Gov't Code §27383

Subdivision Name: Quarry Row
Subdivision No.: SD2016-0003
Recorded at: Book _____ of Maps, at Page_____,
Placer County Recorder
Principal: KB Home Sacramento Inc., A California Corporation
Effective Date: August 12, 2025

SUBDIVISION LANDSCAPING AGREEMENT

This Subdivision Landscaping Agreement is entered into by and between the City of Rocklin, hereinafter called "City," and KB Home Sacramento Inc., a California Corporation, hereinafter called "Principal," on the 12th day of August, 2025.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Wildcat West ("the subdivision").

2. Principal wishes to have filed for record a final subdivision map, ("the map"), in substantial conformity with the approved tentative map. A copy of the plat of the map is attached hereto as Exhibit 1 and by this reference incorporated herein.

3. City has approved the map, subject to the execution of this Agreement.

4. Principal is willing to execute this Agreement as a condition precedent to the recording of the map.

5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

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

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

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

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

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

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

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

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

a. Performance: One hundred percent (100%) of the estimated cost of the Improvements securing performance of this Agreement, which estimated cost is in the amount of: **Three Hundred Thirty Four Thousand Seven Hundred twenty four dollars ($334,724.00).**

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

c. **Warranty:** The amount of **Sixty Six Thousand Nine Hundred Forty Five dollars ($66,945.00)** to guarantee and warrant the Improvements for a period of one (1) year following the completion and acceptance of the Improvements against any defects in the Improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the Improvements, but must be provided prior to their acceptance.

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

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

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

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

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

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

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

19. **Insurance.** Principal shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Principal, its agents, representatives, or employees.

a. Minimum Scope and limit of Insurance

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

ii. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Principal has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

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

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

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

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

vi. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

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

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Principal must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

PRINCIPAL

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

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

APPROVED AS TO FORM:

_____
Crystal Hodgson, Assistant City Attorney

ATTEST:

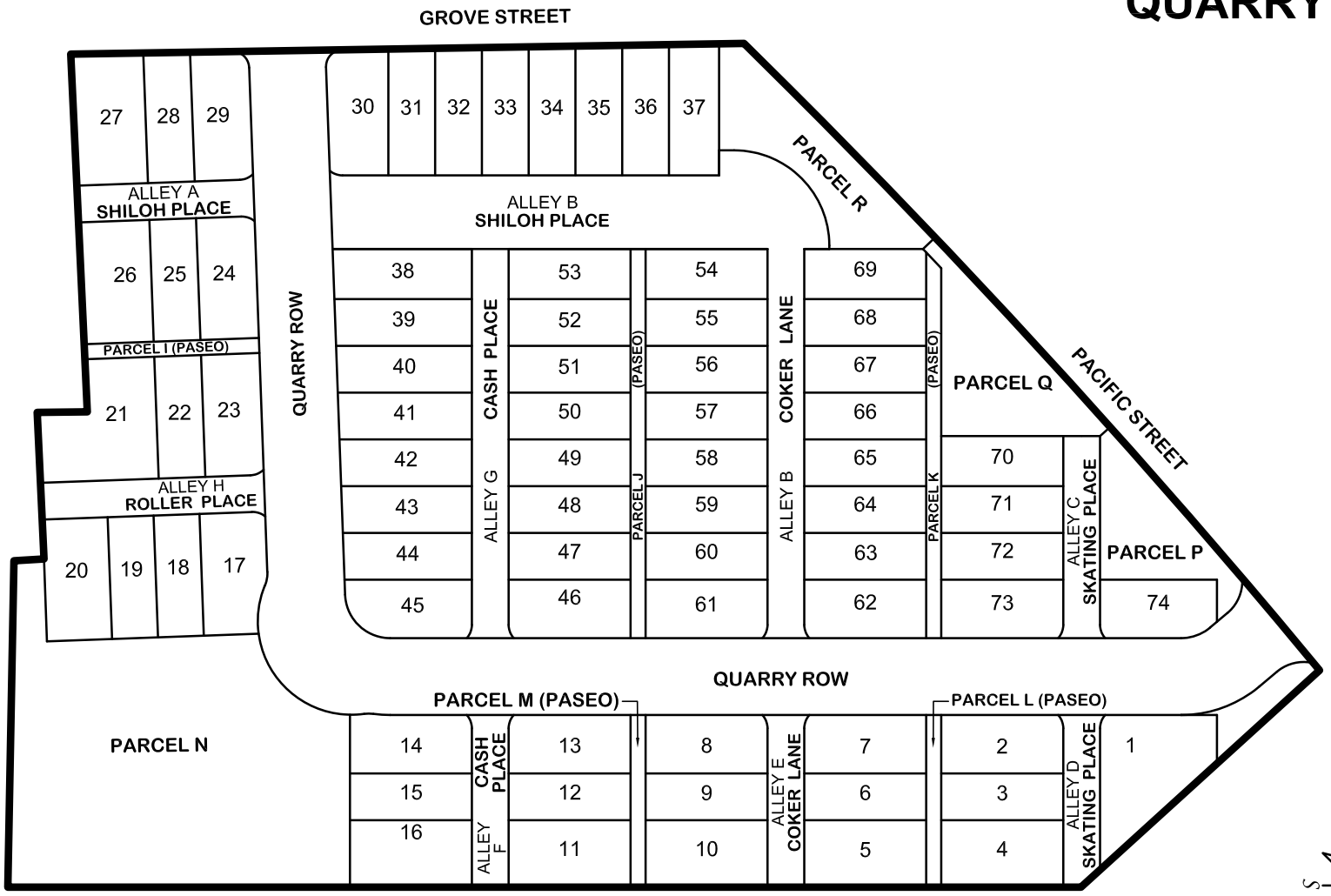
_____
Avinta Singh, City Clerk

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR CITY OF ROCKLIN

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR PRINCIPAL

EXHIBIT 1
TO SUBDIVISION LANDSCAPING AGREEMENT

EXHIBIT "1"
FINAL MAP
QUARRY ROW



PAGE 1 OF EXHIBIT "1" OF
SUBDIVISION LANDSCAPING AGREEMENT
RESOLUTION NO. 2025-

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Quarterly Treasurer's Report

Date: August 12, 2025

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

Department: Administrative Services - Finance

Recommendation:
Receive the Treasurer's Report for the Quarter Ending June 30, 2025.

Background:
The Quarterly Treasurer's Report (Attachment 1) for the quarter ending June 30, 2025, provides information on the City's investments, including the depository, maturity date, principal amount, and estimated annualized interest earnings, in accordance with the City's Investment Policy (Resolution No. 2024-150).

The Investment Report for assets managed by Chandler Asset Management (Attachment 2) and the Placer County Treasurer's Pooled Investment Reports (Attachment 3) for the same period are also included. These reports detail the investment values and list individual securities held during the reporting period.

ATTACHMENTS:
1. Treasurer's Report for Quarter Ended June 30, 2025
2. Chandler Asset Management Investment Report
3. Placer County Treasurer's Pooled Investment Report

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CITY OF ROCKLIN
TREASURER'S REPORT OF INVESTMENTS & CASH
June 30, 2025

DEPOSITORY	PURCHASE DATE	MATURITY DATE	RATE %	AMOUNT	TOTAL AMOUNT	ANNUALIZED INT. RETURN	SPECIAL NOTES
INVESTMENTS							
LOCAL AGENCY INVESTMENT FUND			4.269	$ 58,588,423	$ 58,588,423	$ 2,501,140	Type: State Pooled Investment Account Considered 1 day funds
CITIGROUP INC.	12/11/1998	02/15/2098	6.875	$ 20,000	$ 20,000	$ 1,375	Type: Corporate Bond Coupon Rate: 6.875 Cost is reported Market Value: $22,742.55* Par Value: $20,000
PLACER COUNTY TREASURER'S INVESTMENT PORTFOLIO			3.896	$ 9,374,232	$ 9,374,232	$ 365,220	Type: County Pooled Investment Account Considered 1 day funds
FIVE STAR BANK (ROCKLIN RISE) DEPOSIT			4.292	$ 5,659,543	$ 5,659,543	$ 242,908	Type: Public Money Market Account Considered 1 day funds
CITY OF ROCKLIN INVESTMENT PORTFOLIO			3.490	$ 72,346,656	$ 72,346,656	$ 2,524,898	Type: City Pooled Investment Account Considered 1 day funds
TOTAL INVESTMENTS					**$ 145,988,854**	**$ 5,635,541**	
AVERAGE PERCENTAGE ON INVESTMENTS			3.860%		WEIGHTED AVERAGE MATURITY		1.24 years
OPERATING ACCOUNTS							
WELLS FARGO OPERATING ACCOUNT			0.680	$ 6,571,285	$ 6,571,285	$ 44,685	Type: Checking Account Immediate Access Compensatory balance arrangement
CDBG ACCOUNT			0.680	$ 158,552	$ 158,552	$ 1,078	Type: Checking Account Immediate Access
TOTAL OPERATING ACCOUNTS					**$ 6,729,837**	**$ 45,763**	

* Sources of pricing as reported by Wells Fargo Investments.

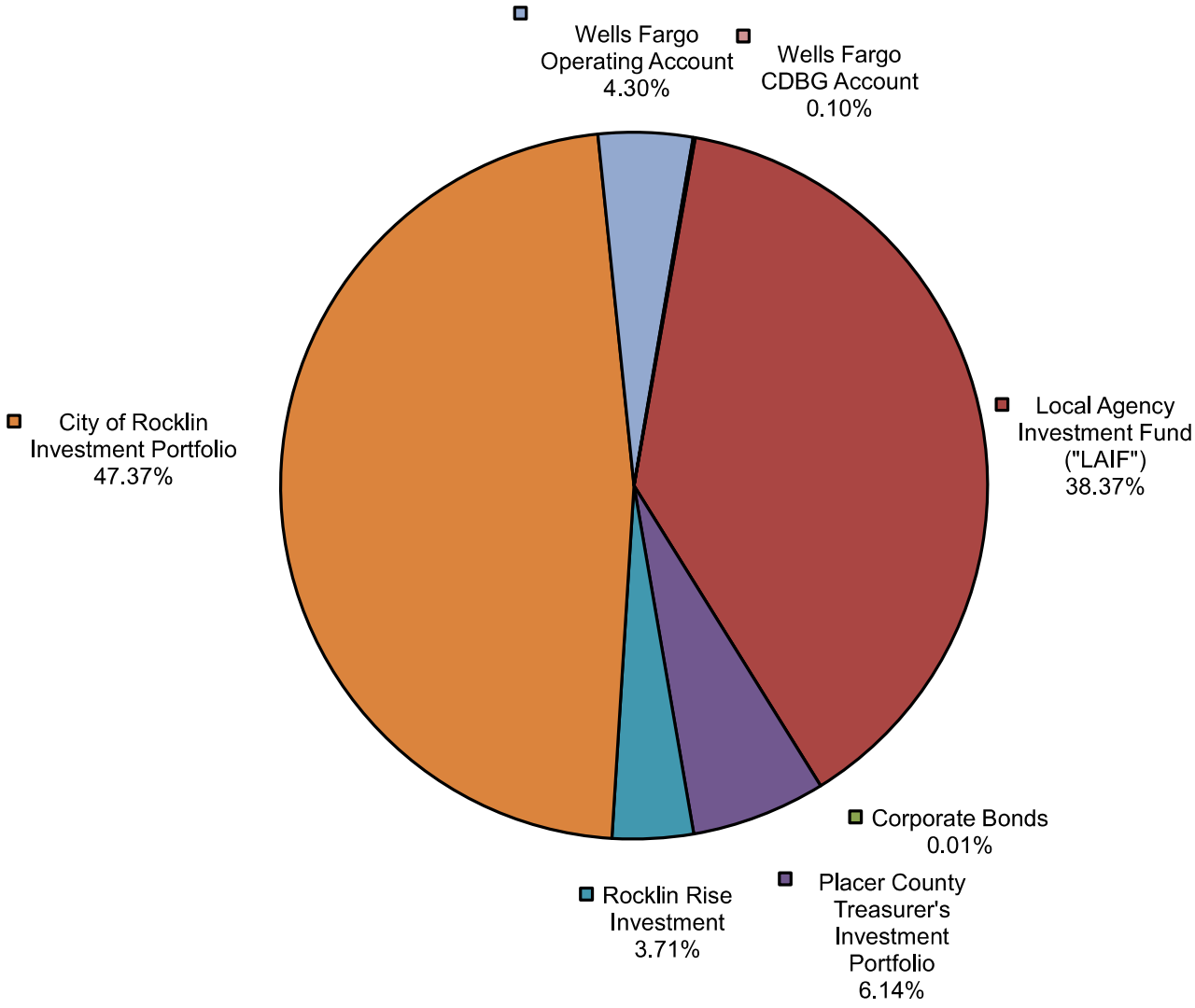
I hereby certify that the above amounts and locations of accounts represent the total investments of the City of Rocklin as of the date of this report and that the investments are in conformity with Legislative Policy No. 1 as restated in Resolution 2024-150 on June 25, 2024. I hereby certify that the City of Rocklin has sufficient funds available to meet its expenditure requirements for the next six months.

Signed by: Daniel Choe
7/22/2025 | 2:42 PM PDT
DANIEL CHOE
CITY TREASURER
DATE

Signed by: Ally Zimmermann
7/22/2025 | 9:14 PM PDT
ALY ZIMMERMANN
CITY MANAGER
DATE

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CITY OF ROCKLIN INVESTMENT REPORT
for the Quarter Ended June 30, 2025



CHANDLER ASSET MANAGEMENT

INVESTMENT REPORT

City of Rocklin | As of June 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

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ECONOMIC UPDATE

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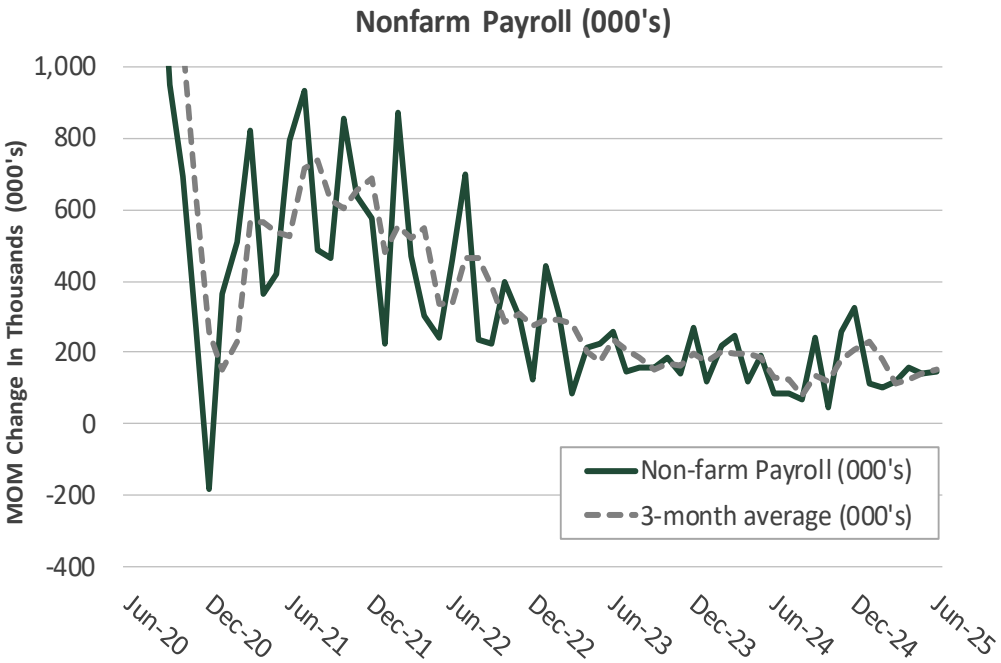
CHANDLER ASSET MANAGEMENT

ECONOMIC UPDATE

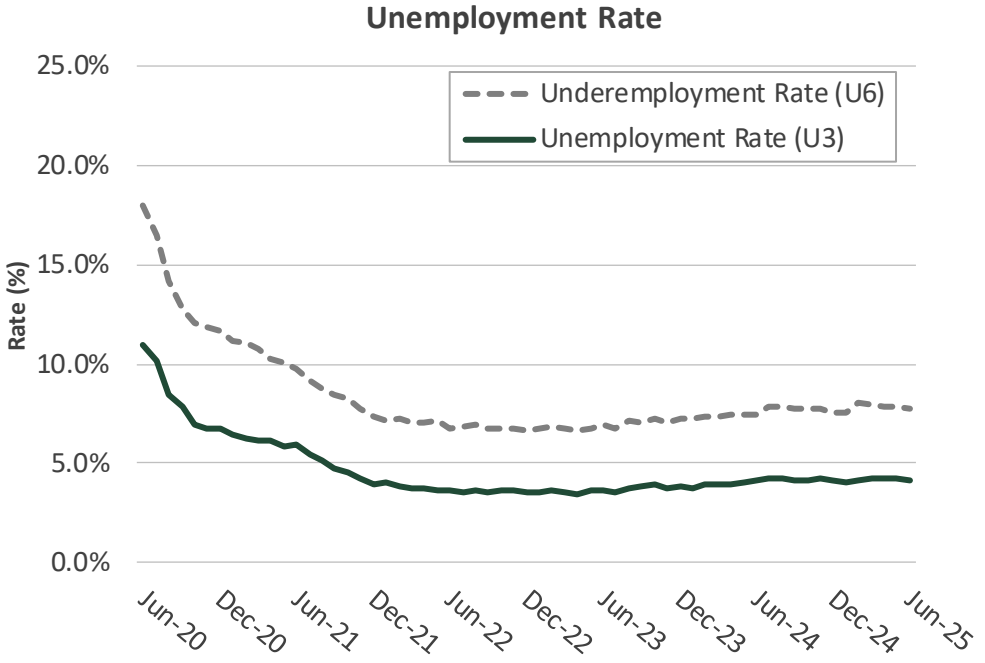
- Recent economic data suggest slower growth in 2025 and greater market uncertainty as the effects of fiscal policy unfold. Inflationary trends have subsided, but some components remain sticky, and core levels remain above the Fed's target. The labor market reflects improved balance between supply and demand for workers. While job creation has moderated, the unemployment rate remains low; however, continuing jobless claims remain elevated implying a less robust labor market. Given the economic outlook, we expect gradual normalization of monetary policy and a steepening yield curve.

- As broadly anticipated, the Federal Open Market Committee (FOMC) left the Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the June meeting. Fed Chair Powell continued to emphasize the Committee's "wait and see" approach amidst economic uncertainty that remains elevated but diminished. Federal Reserve officials continued to pencil in two rate cuts in 2025.

- US Treasury yields declined in June. The 2-year Treasury yield fell 18 basis points to 3.72%, the 5-year Treasury dropped 17 basis points to 3.80%, and the 10-year Treasury yield also declined 17 basis points to 4.23%. The spread between the 2-year and 10-year Treasury yield points on the curve edged up to +51 basis points at June month-end versus +50 basis points at May month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -36 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -7 basis points in June, versus -6 basis points in May.

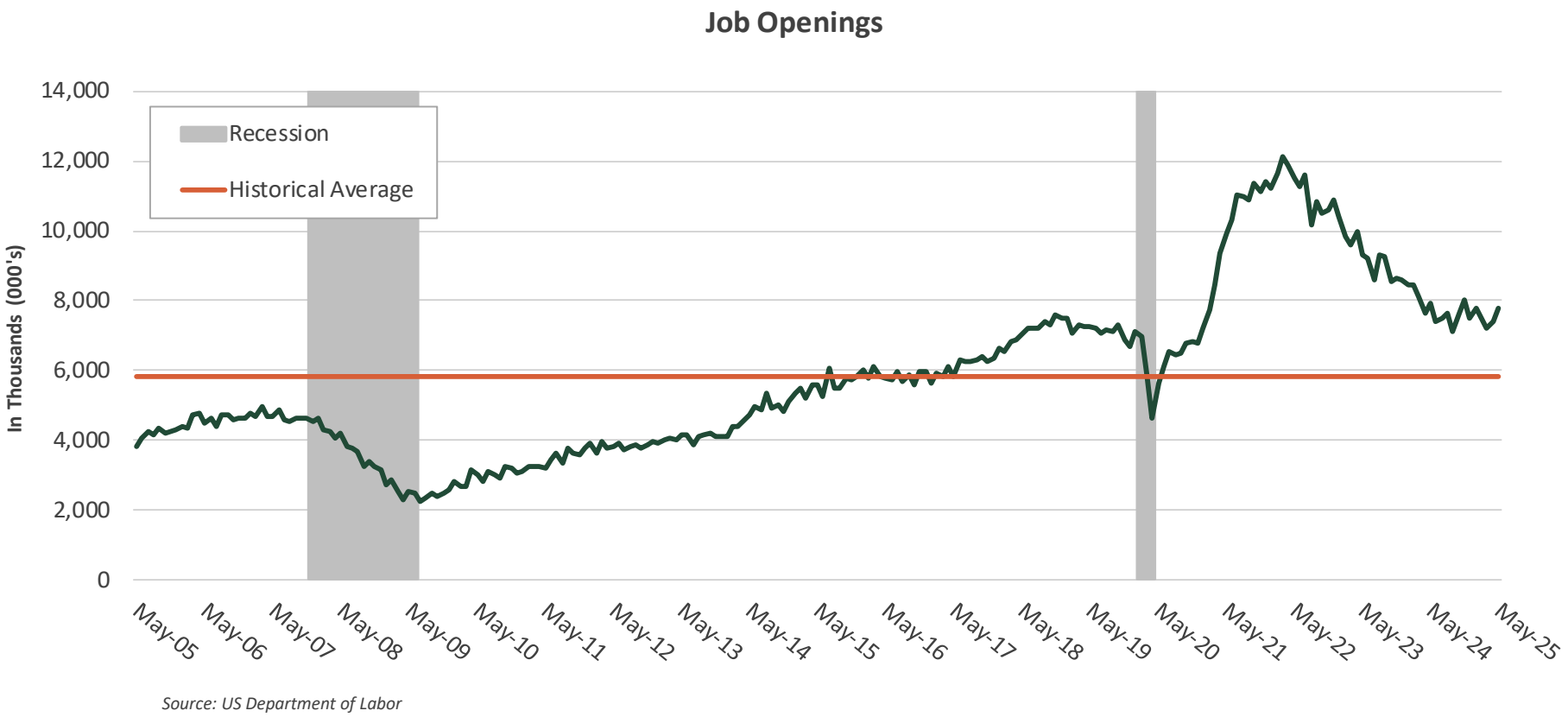


Source: US Department of Labor



Source: US Department of Labor

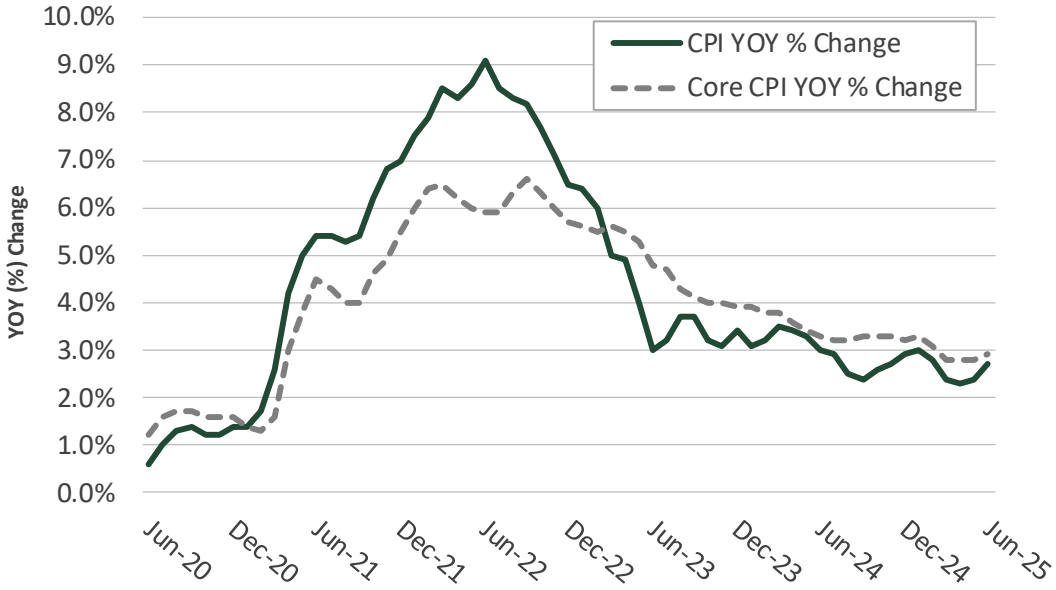
The U.S. economy added 147,000 jobs in June, exceeding consensus expectations, and the last two months were revised up by 16,000. Gains were primarily driven by state and local government education, while job growth in service sectors languished. The three-month moving average and six-month moving average payrolls totaled 150,000 and 130,000 respectively. The unemployment rate declined to 4.1% in June from 4.2% in May, due to a shrinking labor force. The labor participation rate dipped to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons dropped to 7.7% in June. Average hourly earnings fell slightly, marking a 3.7% year-over-year increase.



Source: US Department of Labor

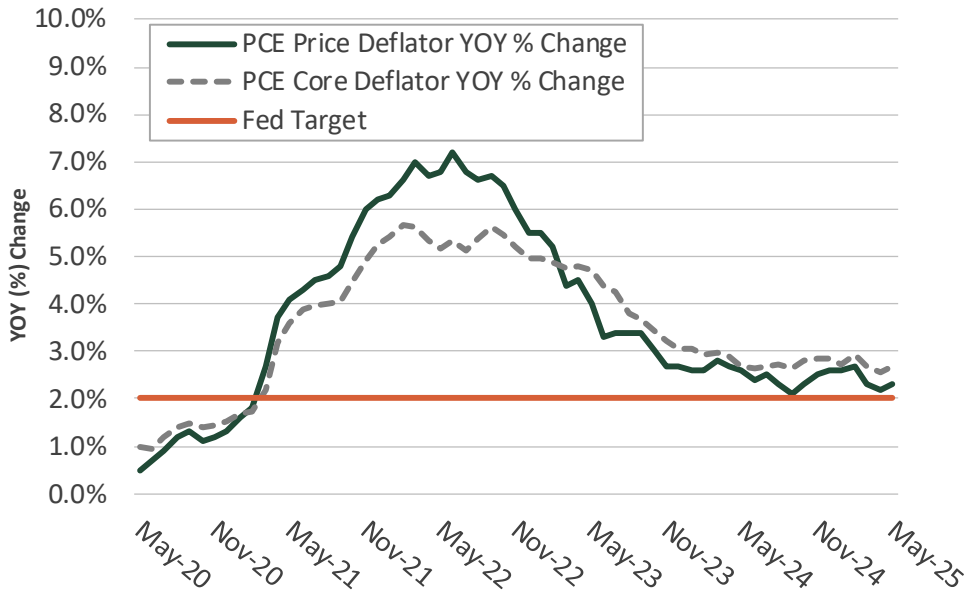
The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) unexpectedly rose to 7.77 million new job openings in May from 7.40 million in April. Layoffs declined and the quits rate increased. Job openings indicate a ratio of approximately 1.1 jobs for each unemployed individual, representing a relatively balanced labor market.

Consumer Price Index (CPI)



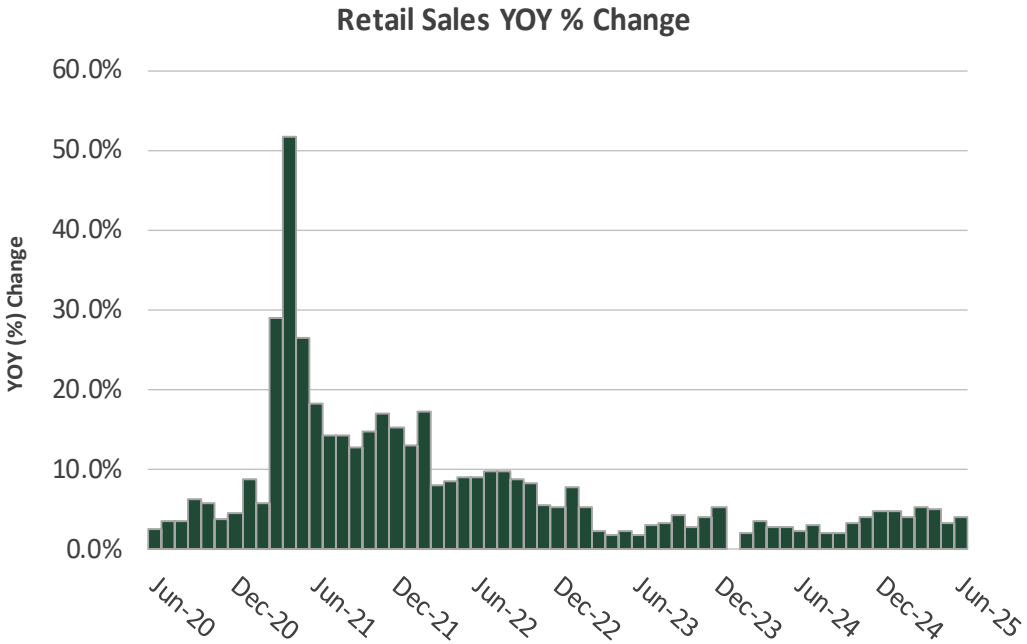
Source: US Department of Labor

Personal Consumption Expenditures (PCE)

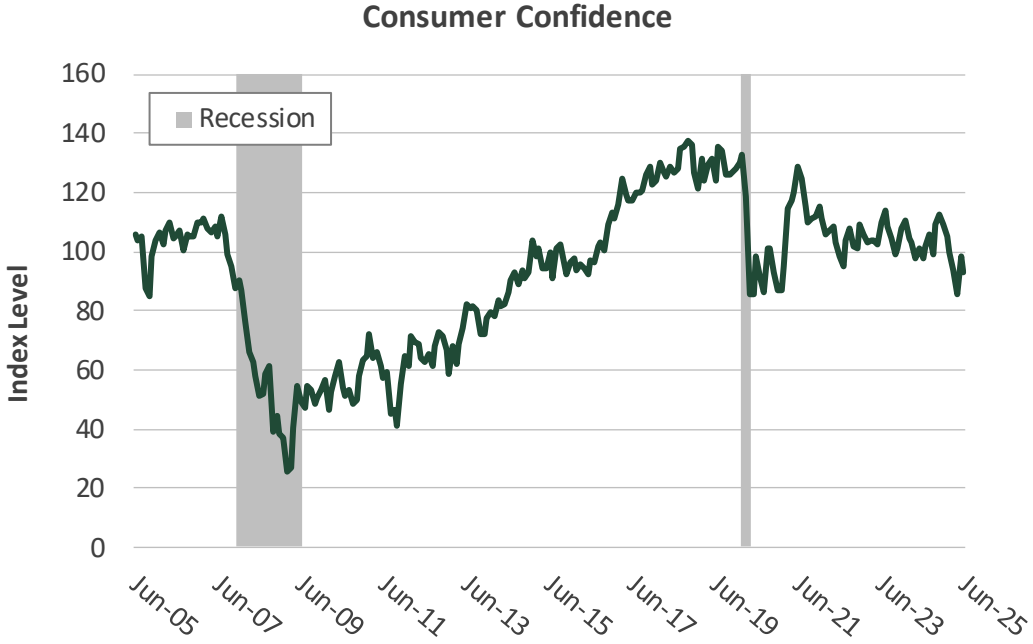


Source: US Department of Commerce

In June, the Consumer Price Index (CPI) increased 0.3% month-over-month and rose 2.7% year-over-year, while the Core CPI rose 0.2% month-over-month and 2.9% year-over-year. The Personal Consumption Expenditures (PCE) price index increased 0.1% month-over-month and rose 2.3% year-over-year in May. The Core PCE deflator, which excludes food and energy and is the Fed's preferred gauge, increased 0.2% month-over-month and 2.7% year-over-year, up from April's 2.6% year-over-year increase. Although inflation has trended toward the Federal Reserve's 2% target, the overall impact of tariff policy has not yet fully flowed through to the US economy.

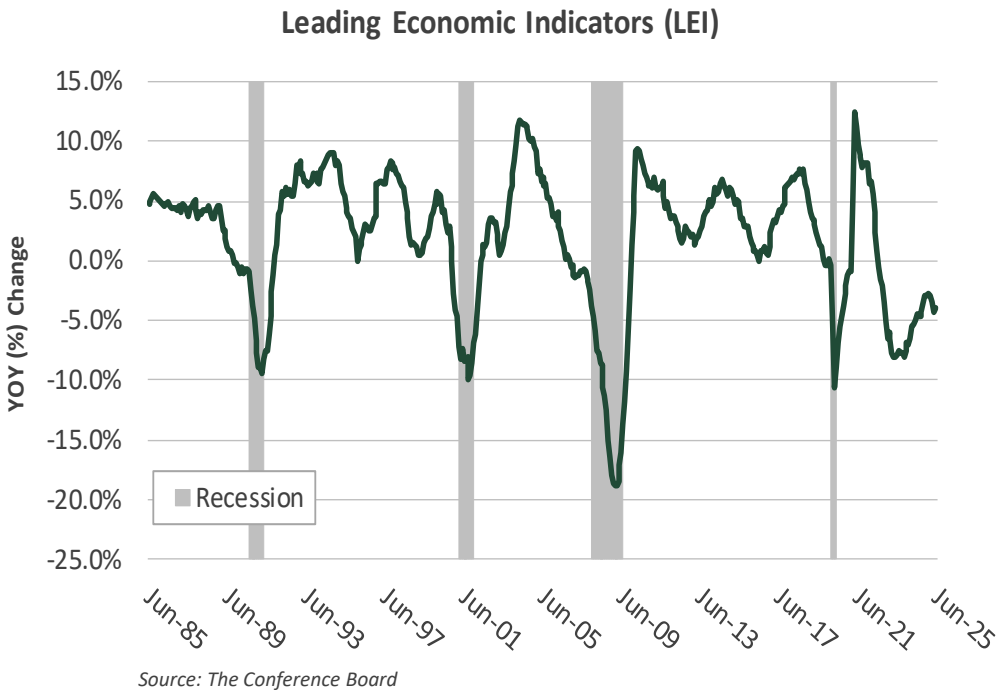


Source: US Department of Commerce

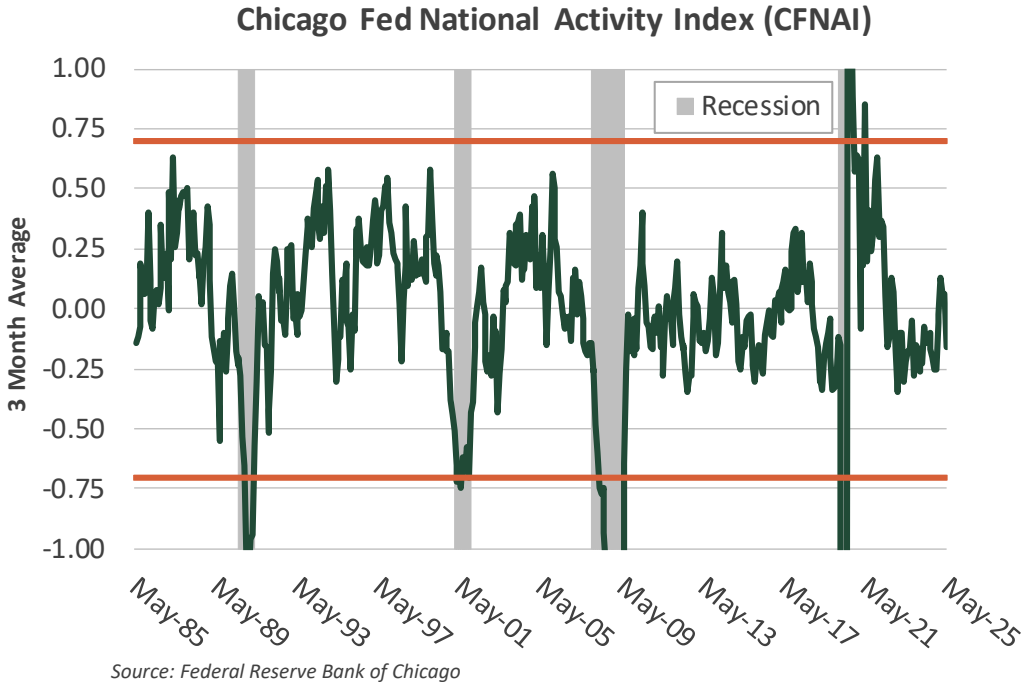


Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Advance Retail Sales were up 0.6% month-over-month in June, rebounding from a 0.9% decline in May and exceeding consensus forecasts. Auto sales led the increase. Control group sales, which feed into GDP, increased by 0.5%. On a year-over-year basis, Retail Sales grew 3.9% in June, following a 3.3% increase in May. The Conference Board's Consumer Confidence Index dropped to 93.0 in June from 98.4 in May, as consumers' assessment of both the current situation and future expectations for income and labor markets soured. While the consumer has been resilient, elevated inflation expectations, concerns about trade policies and tariffs, and general economic and policy uncertainty could pose potential risks to future spending.

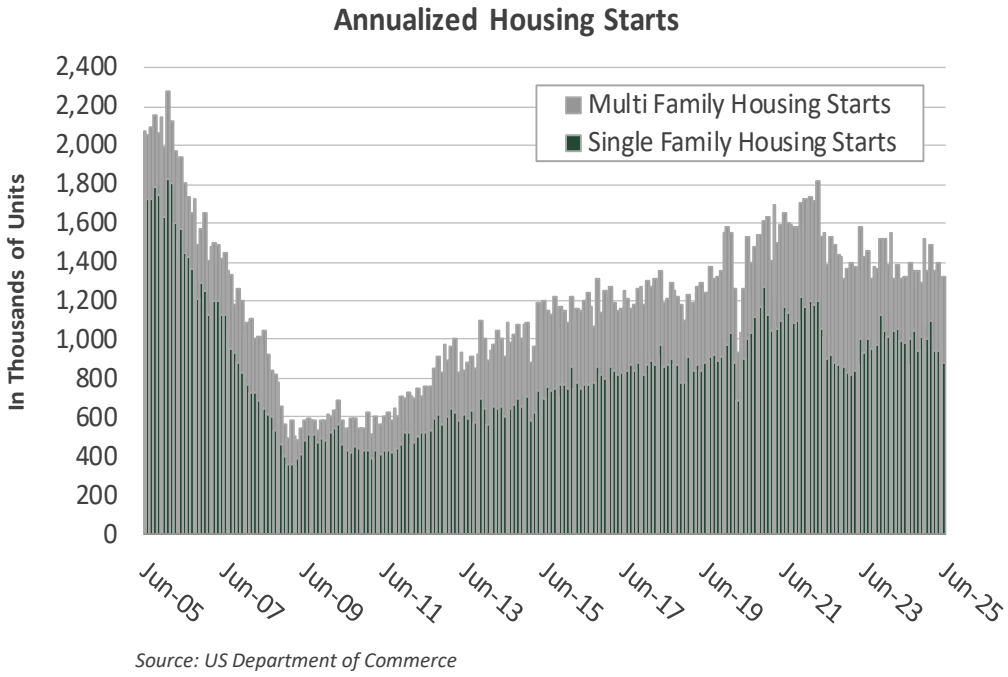


Source: The Conference Board

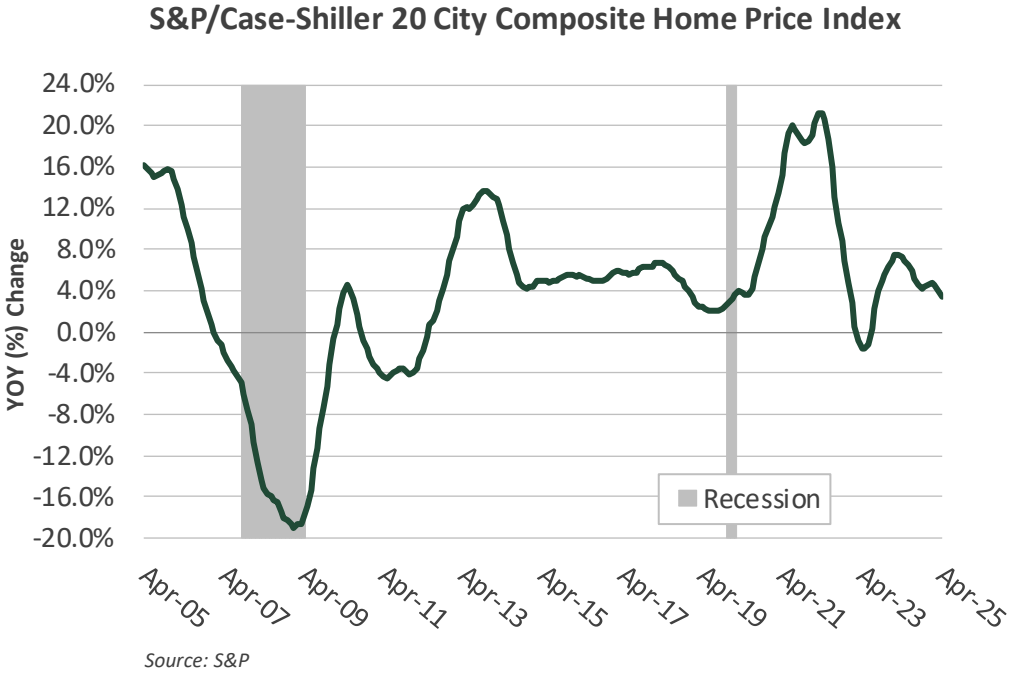


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell by 0.3% in June, following a flat reading in May. The LEI decreased by 4.0% year-over-year. The Conference Board is expecting economic growth to slow substantially in 2025 due to consumer pessimism, persistently soft manufacturing new orders, and rising first-time jobless claims. The Chicago Fed National Activity Index (CFNAI) improved to -0.28 in May from a downwardly revised -0.36 in April. The three-month moving average dropped to -0.16 in May from 0.06 in April, indicating slightly below trend growth.

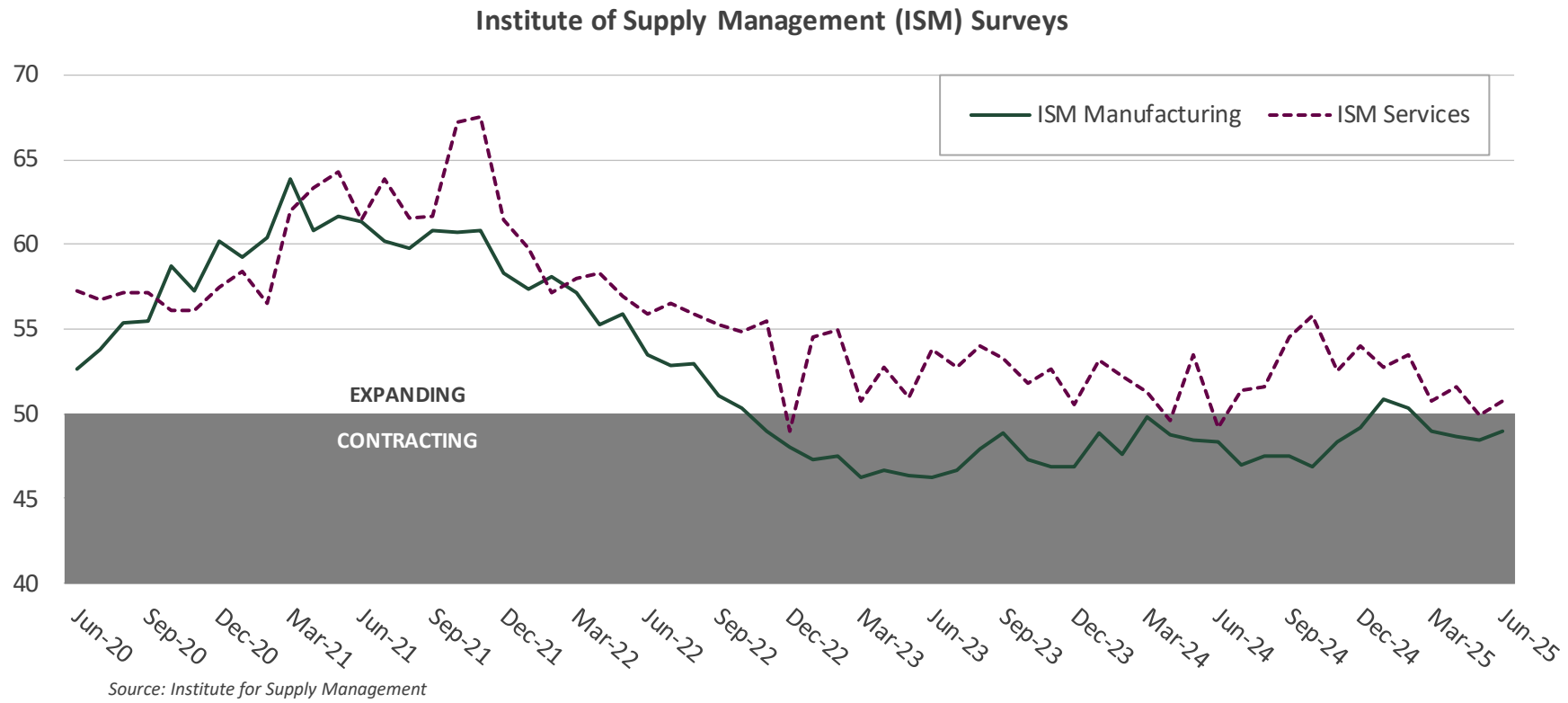


Source: US Department of Commerce



Source: S&P

Housing starts increased 4.6% month-over-month in June to a seasonally adjusted annual rate of 1.321 million units. Multi-family starts drove the gain, while single-family starts fell on weak buyer demand. The Freddie Mac 30-year fixed rate mortgage averaged approximately 6.8% in June. According to the Case-Shiller 20-City Home Price Index, housing prices rose 3.4% year-over-year in April, compared to 4.1% in March. Limited inventory, elevated mortgage rates, and lack of affordability continue to weigh on the housing market.



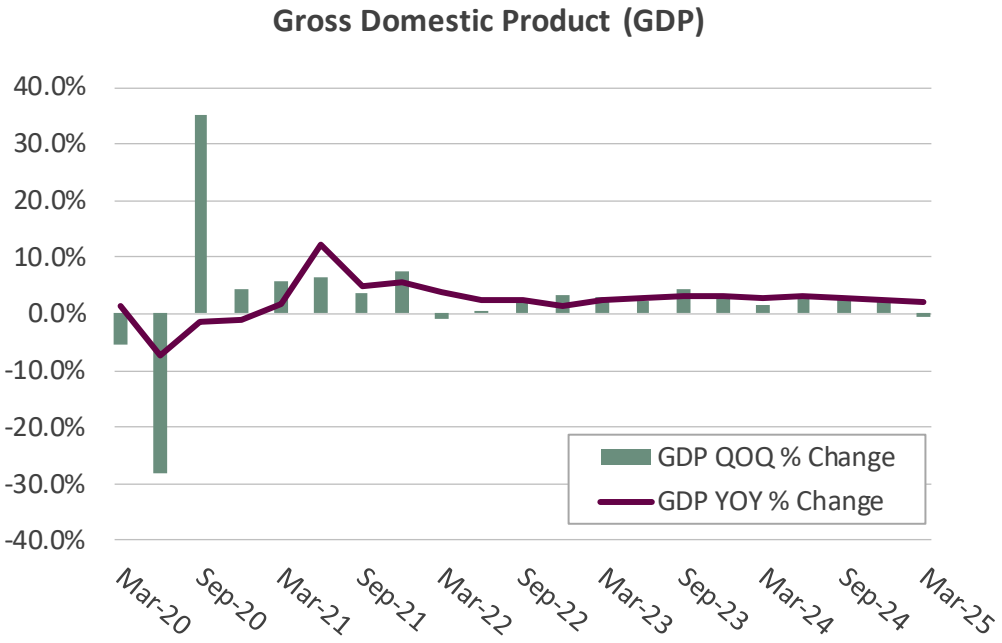
Source: Institute for Supply Management

The Institute for Supply Management (ISM) Manufacturing index edged up to 49.0 in June from 48.5 in May, indicating a continuation of modest contraction in the sector. Inventories and production improved as companies worked through backlogs, while employment and new orders contracted. The ISM Services index increased to 50.8 in June from 49.9 in May, as new orders improved. However, ongoing concerns about the impact of tariffs remain. A reading over 50 indicates expansion, while a reading under 50 indicates contraction.

GROSS DOMESTIC PRODUCT (GDP)

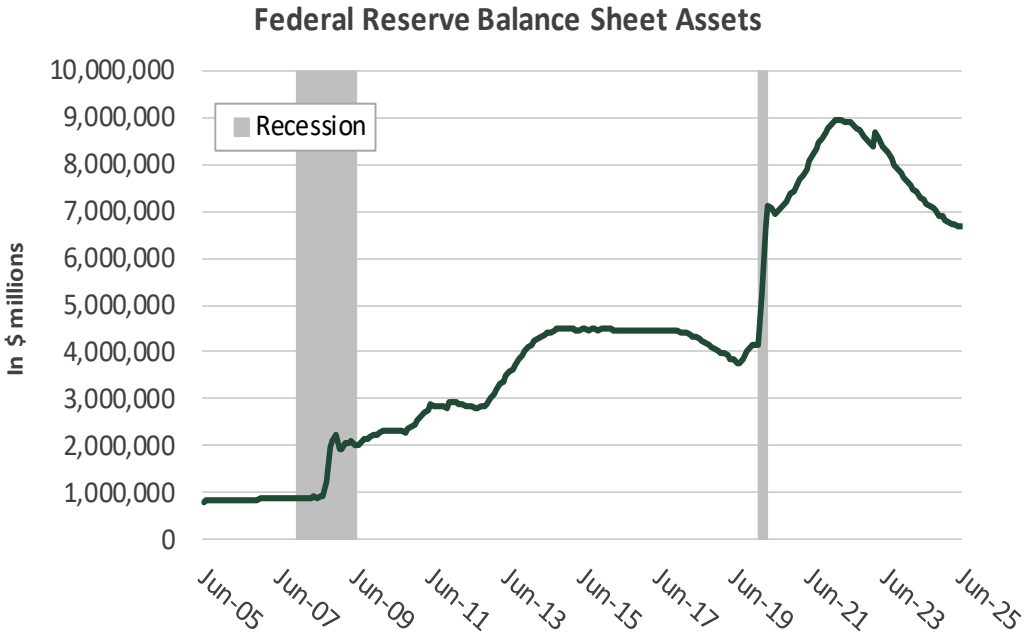
Components of GDP	6/24	9/24	12/24	3/25
Personal Consumption Expenditures	1.9%	2.5%	2.7%	0.3%
Gross Private Domestic Investment	1.5%	0.2%	-1.0%	3.9%
Net Exports and Imports	-0.9%	-0.4%	0.3%	-4.6%
Federal Government Expenditures	0.3%	0.6%	0.3%	-0.3%
State and Local (Consumption and Gross Investment)	0.3%	0.3%	0.3%	0.2%
Total	**3.0%**	**3.1%**	**2.5%**	**-0.5%**

Source: US Department of Commerce

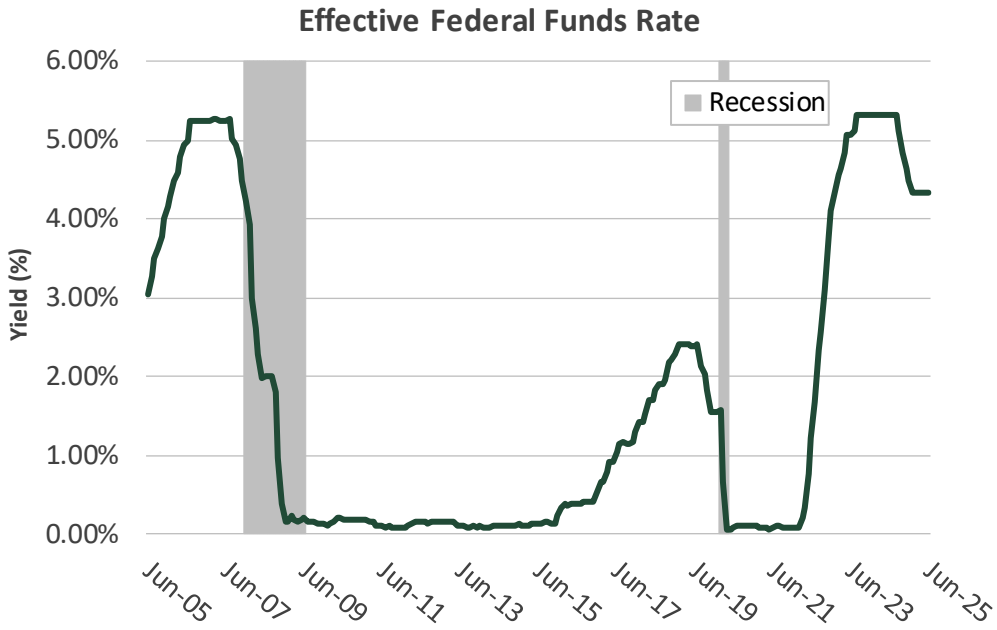


Source: US Department of Commerce

Real GDP decreased at an annualized rate of 0.5% in the first quarter of 2025, according to the third and final estimate from the Bureau of Economic Analysis, a downward revision from the previously estimated 0.2% decline. This marks the first negative quarter since 2022. The primary driver of the downward revision was weaker personal consumption expenditures. Net exports remained the primary drag on growth, as imports rose sharply in anticipation of higher tariffs. Gross investment contributed positively, powered by business decisions to get ahead of possible cost increases. The consensus projection calls for 2.1% growth for the second quarter and 1.5% for the full year 2025.

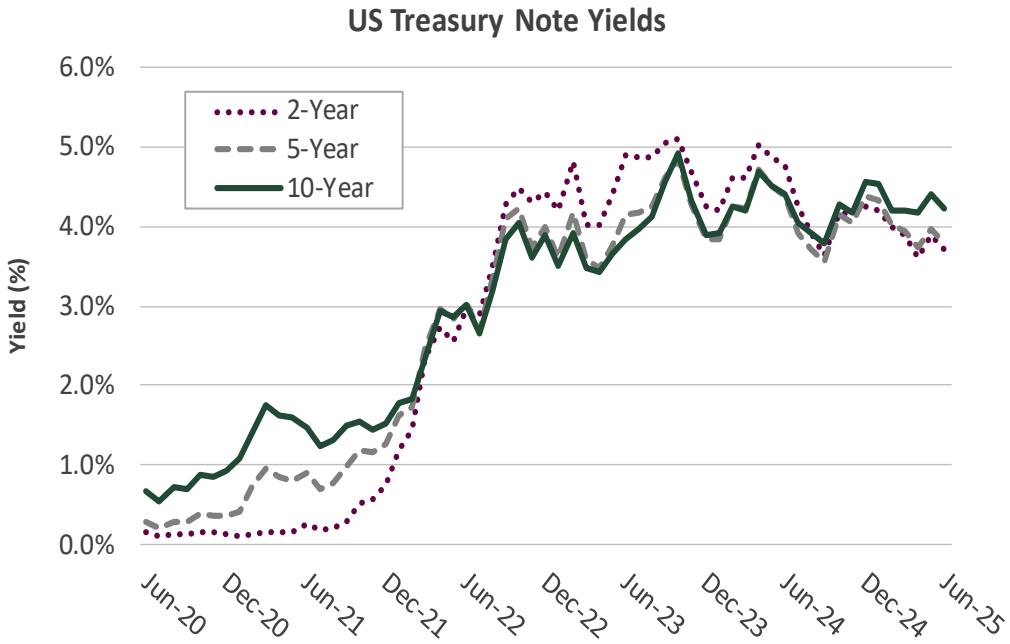


Source: Federal Reserve

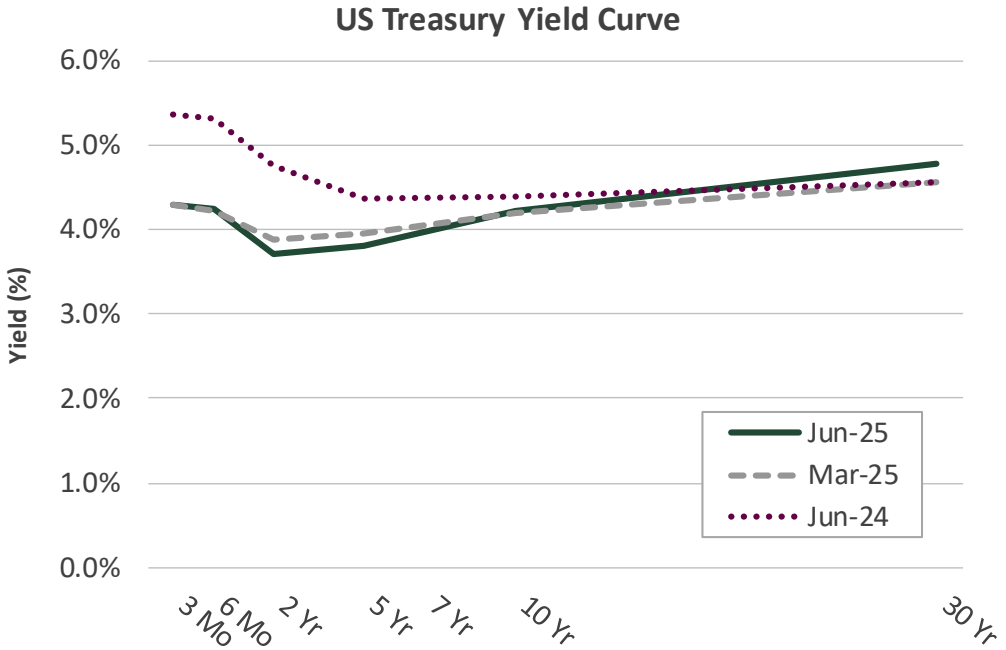


Source: Bloomberg

As broadly anticipated, the Federal Open Market Committee (FOMC) left the Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the June meeting. In the Summary of Economic Projections (SEP), Federal Reserve officials continued to pencil in two rate cuts in 2025, while downgrading estimates for economic growth and raising forecasts for both unemployment and inflation this year. The statement indicated that uncertainty about the economic outlook remained elevated but had diminished. The monthly redemption cap on Treasuries will remain at $5 billion, while the cap on agencies and mortgage-backed securities will be maintained at $35 billion. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by about $2.2 trillion to approximately $6.7 trillion.



Source: Bloomberg



Source: Bloomberg

At the end of June, the 2-year Treasury yield was 103 basis points lower, and the 10-Year Treasury yield was 17 basis points lower, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve edged up to +51 basis points at June month-end versus +50 basis points at May month-end. The recent yield curve inversion which began in July 2022 was historically long. The average historical spread (since 2005) is about +99 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -7 basis points in June, versus -6 basis points in May.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

Safety of principal is the foremost objective of the investment program. The investment portfolio shall remain sufficiently liquid to meet all requirements that may be reasonably anticipated. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the investment policy and all regulations governing the funds.

STATEMENT OF COMPLIANCE

City of Rocklin | Account #11014 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	4.9	Compliant	
Max % Issuer (MV)	30.0	4.8	Compliant	
Max Maturity (Years)	5.0	4.2	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 & A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	25.9	Compliant	
Max % Issuer (MV)	5.0	1.7	Compliant	
Max Maturity (Years)	5	4	Compliant	

STATEMENT OF COMPLIANCE

City of Rocklin | Account #11014 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	4.7	Compliant	
Max % Issuer (MV)	30.0	3.2	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	25.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.5	Compliant	
Max % Issuer (MV)	20.0	0.5	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES, CMOS (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.9	Compliant	
Max % Issuer (MV)	5.0	0.9	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				

STATEMENT OF COMPLIANCE

City of Rocklin | Account #11014 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	5.4	Compliant	
Max % Issuer (MV)	10.0	2.8	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	57.7	Compliant	
Max Maturity (Years)	5	4	Compliant	

PORTFOLIO CHARACTERISTICS

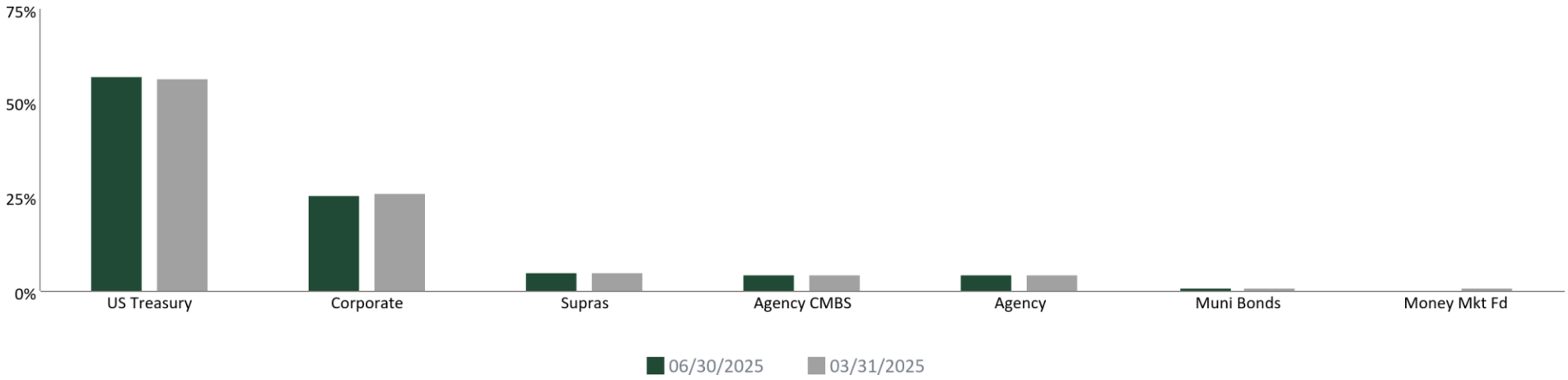
City of Rocklin | Account #11014 | As of June 30, 2025

	Benchmark*	6/30/2025 Portfolio	3/31/2025 Portfolio
Average Maturity (yrs)	2.65	2.78	2.85
Average Modified Duration	2.48	2.52	2.58
Average Purchase Yield		4.26%	4.27%
Average Market Yield	3.78%	3.96%	4.11%
Average Quality**	AA+	AA	AA+
Total Market Value		68,168,286	67,180,807

*Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Rocklin | Account #11014 | As of June 30, 2025



Sector as a Percentage of Market Value

Sector	06/30/2025	03/31/2025
US Treasury	57.69%	57.10%
Corporate	25.95%	26.18%
Supras	5.41%	5.45%
Agency CMBS	4.88%	4.64%
Agency	4.71%	4.76%
Muni Bonds	0.89%	0.89%
Money Mkt Fd	0.47%	0.97%

ISSUERS

City of Rocklin | Account #11014 | As of June 30, 2025

Issuer	Investment Type	% Portfolio
Government of The United States	US Treasury	57.69%
FHLMC	Agency CMBS	4.88%
Farm Credit System	Agency	3.22%
International Bank for Recon and Dev	Supras	2.83%
Inter-American Development Bank	Supras	2.58%
Toyota Motor Corporation	Corporate	1.67%
Deere & Company	Corporate	1.64%
Federal Home Loan Banks	Agency	1.49%
National Rural Utilities Cooperative	Corporate	1.34%
Eli Lilly and Company	Corporate	1.26%
The Toronto-Dominion Bank	Corporate	1.13%
Royal Bank of Canada	Corporate	1.12%
Caterpillar Inc.	Corporate	1.11%
Walmart Inc.	Corporate	1.11%
Chubb Limited	Corporate	1.09%
UnitedHealth Group Incorporated	Corporate	1.08%
Florida Power & Light	Corporate	1.07%
PepsiCo, Inc.	Corporate	1.07%
The Home Depot, Inc.	Corporate	1.06%
State Street Corporation	Corporate	0.98%
Public Service Enterprise Group Inco	Corporate	0.95%
Honeywell International Inc.	Corporate	0.94%
The PNC Financial Services Group, In	Corporate	0.94%
PACCAR Inc	Corporate	0.89%
State of California	Muni Bonds	0.89%
Bank of America Corporation	Corporate	0.88%
Morgan Stanley	Corporate	0.86%
JPMorgan Chase & Co.	Corporate	0.83%
Realty Income Corporation	Corporate	0.74%
Duke Energy Corporation	Corporate	0.73%

ISSUERS

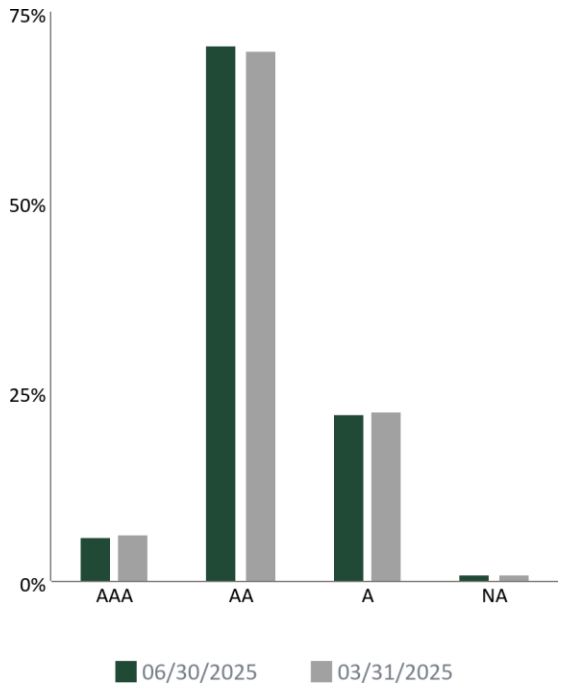
City of Rocklin | Account #11014 | As of June 30, 2025

Issuer	Investment Type	% Portfolio
Apple Inc.	Corporate	0.73%
Prologis, Inc.	Corporate	0.72%
First American Govt Oblig fund	Money Mkt Fd	0.47%
Cash	Cash	0.00%
TOTAL		**100.00%**

QUALITY DISTRIBUTION

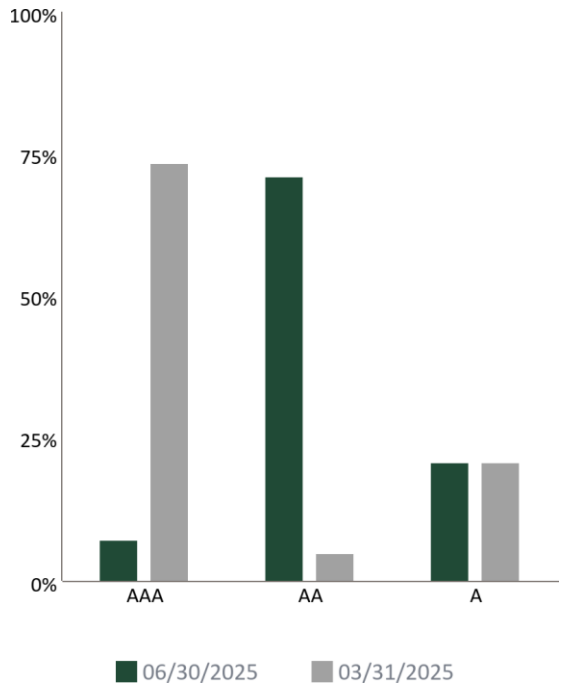
City of Rocklin | Account #11014 | As of June 30, 2025

S&P Rating



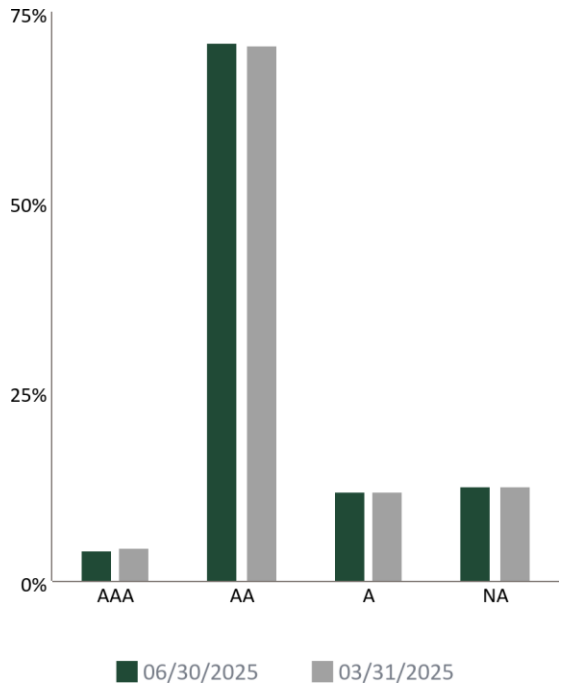
Rating	06/30/2025	03/31/2025
AAA	5.9%	6.4%
AA	70.8%	70.2%
A	22.3%	22.4%
NA	1.0%	1.0%

Moody's Rating



Rating	06/30/2025	03/31/2025
AAA	7.58%	73.63%
AA	71.51%	5.37%
A	20.92%	21.00%

Fitch Rating

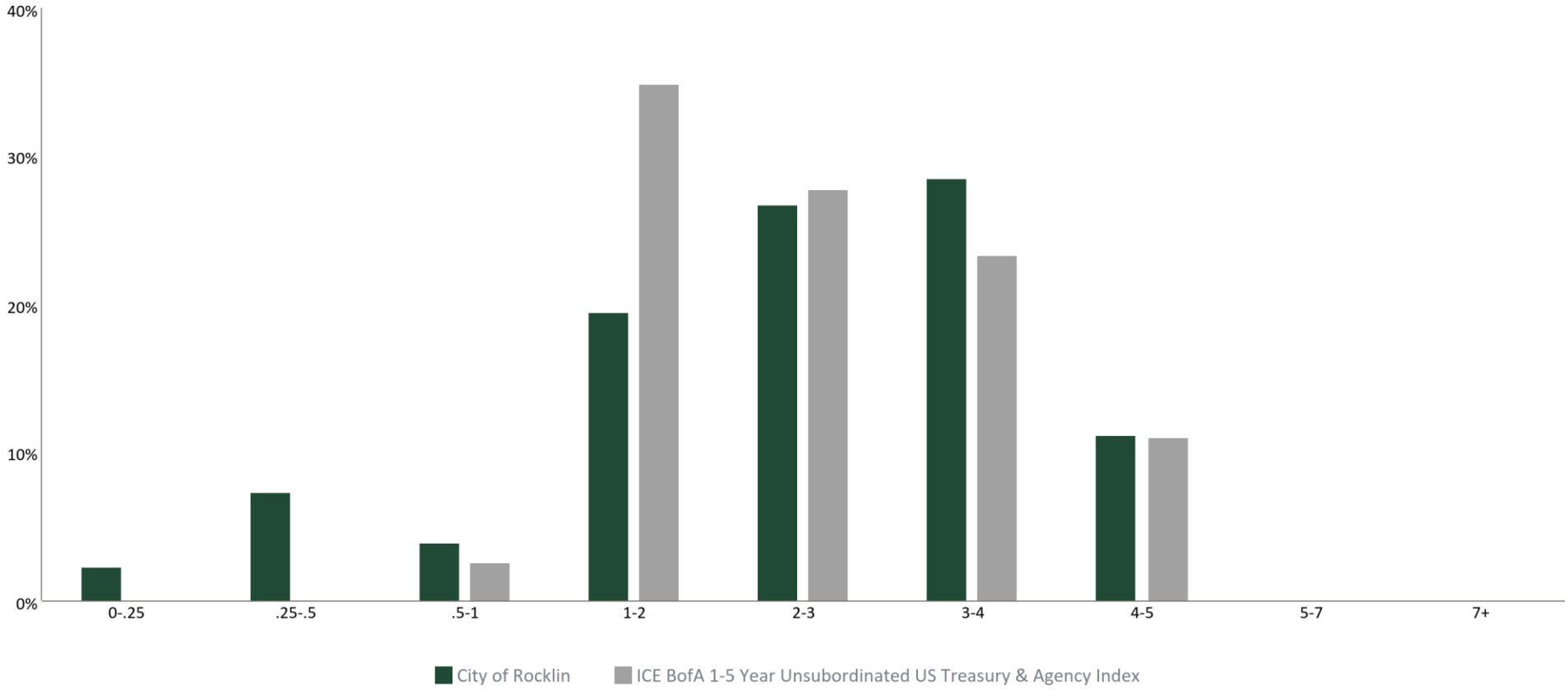


Rating	06/30/2025	03/31/2025
AAA	4.37%	4.63%
AA	71.29%	70.93%
A	11.80%	11.87%
NA	12.54%	12.57%

DURATION DISTRIBUTION

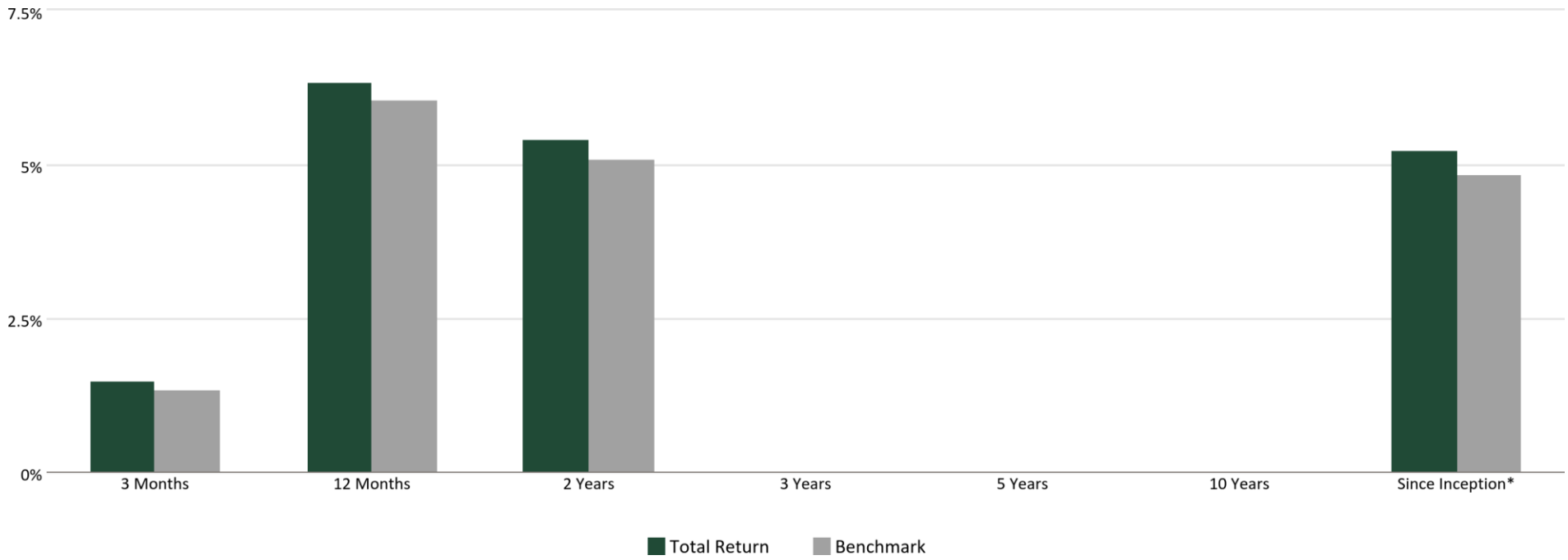
City of Rocklin | Account #11014 | As of June 30, 2025

Portfolio Compared to the Benchmark



	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	2.3%	7.4%	4.0%	19.5%	26.8%	28.6%	11.3%	0.0%	0.0%
ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index	0.0%	0.1%	2.6%	34.9%	27.8%	23.4%	11.1%	0.0%	0.0%

Total Rate of Return : Inception | 03/01/2023



	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN							
City of Rocklin	1.49%	6.34%	5.44%				5.26%
Benchmark	*1.36%*	*6.06%*	*5.11%*				*4.86%*

*Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

PORTFOLIO CHARACTERISTICS

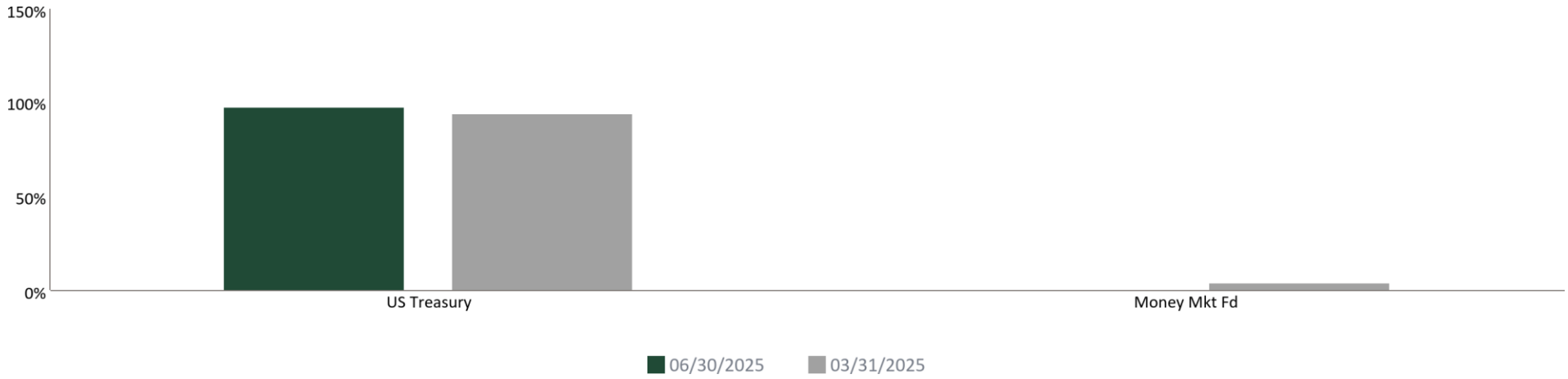
City of Rocklin Liquidity | Account #11170 | As of June 30, 2025

	Benchmark*	6/30/2025 Portfolio	3/31/2025 Portfolio
Average Maturity (yrs)	0.16	0.38	0.12
Average Modified Duration	0.16	0.38	0.11
Average Purchase Yield		4.28%	4.45%
Average Market Yield	4.37%	4.26%	4.30%
Average Quality**	AA+	AAA	AAA
Total Market Value		5,401,725	5,344,935

*Benchmark: ICE BofA 3-Month US Treasury Bill Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Rocklin Liquidity | Account #11170 | As of June 30, 2025



Sector as a Percentage of Market Value

Sector	06/30/2025	03/31/2025
US Treasury	98.34%	94.92%
Money Mkt Fd	1.66%	5.06%

ISSUERS

City of Rocklin Liquidity | Account #11170 | As of June 30, 2025

Issuer	Investment Type	% Portfolio
Government of The United States	US Treasury	98.34%
First American Govt Oblig fund	Money Mkt Fd	1.66%
Cash	Cash	0.01%
TOTAL		**100.00%**

CHANDLER ASSET MANAGEMENT

CONSOLIDATED INFORMATION

PORTFOLIO CHARACTERISTICS

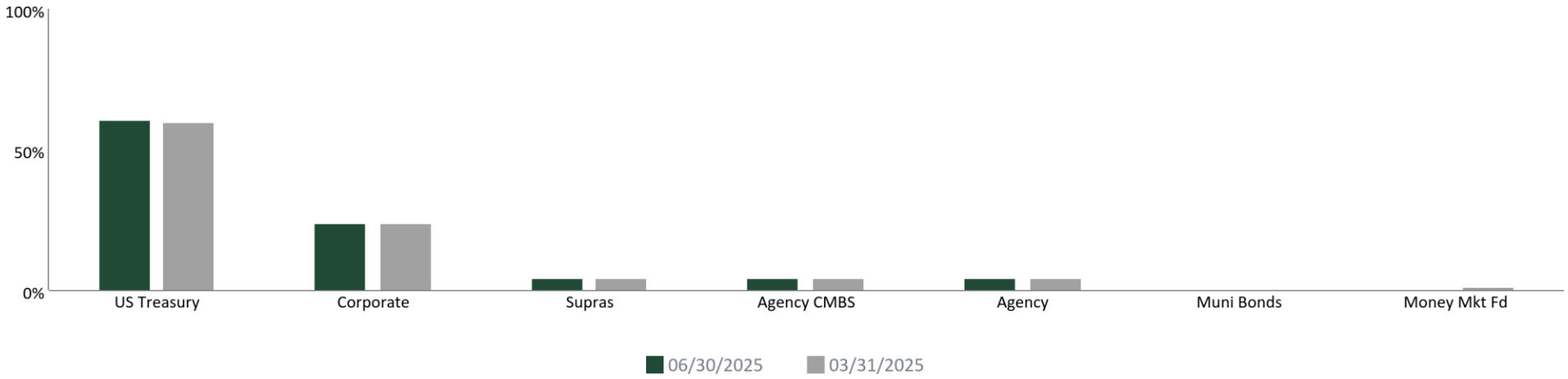
City of Rocklin Cons Agg | Account #11171 | As of June 30, 2025

	6/30/2025 Portfolio	3/31/2025 Portfolio
Average Maturity (yrs)	2.60	2.64
Average Modified Duration	2.36	2.39
Average Purchase Yield	4.26%	4.28%
Average Market Yield	3.99%	4.12%
Average Quality**	AA+	AA+
Total Market Value	73,570,011	72,525,742

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Rocklin Cons Agg | Account #11171 | As of June 30, 2025



Sector as a Percentage of Market Value

Sector	06/30/2025	03/31/2025
US Treasury	60.70%	59.91%
Corporate	24.03%	24.23%
Supras	5.01%	5.05%
Agency CMBS	4.52%	4.30%
Agency	4.36%	4.41%
Muni Bonds	0.82%	0.83%
Money Mkt Fd	0.56%	1.27%

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY									
3133EPME2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 06/08/2028	650,000.00	06/07/2023 3.96%	647,426.00 648,488.29	100.19 3.81%	651,232.33 1,609.20	0.96% 2,744.04	Aa1/AA+ AA+	2.94 2.75
3130AWN63	FEDERAL HOME LOAN BANKS 4.0 06/30/2028	1,000,000.00	07/13/2023 4.06%	997,340.00 998,393.44	100.89 3.68%	1,008,916.30 111.11	1.49% 10,522.86	Aa1/AA+ AA+	3.00 2.80
3133EPSK2	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 08/07/2028	500,000.00	08/17/2023 4.49%	494,755.00 496,720.43	101.23 3.83%	506,126.87 8,500.00	0.75% 9,406.44	Aa1/AA+ AA+	3.10 2.84
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	1,000,000.00	04/19/2024 4.72%	985,040.00 988,627.43	101.63 3.90%	1,016,330.59 9,843.75	1.50% 27,703.16	Aa1/AA+ AA+	3.78 3.42
Total Agency		**3,150,000.00**	**4.32%**	**3,124,561.00 3,132,229.58**	**101.04 3.80%**	**3,182,606.09 20,064.06**	**4.71% 50,376.51**		**3.25 2.99**
AGENCY CMBS									
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	1,000,000.00	12/08/2022 4.22%	970,156.25 988,919.75	98.81 4.16%	988,115.60 2,858.33	1.46% (804.15)	Aa1/AA+ AAA	1.57 1.36
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	500,000.00	12/27/2022 4.33%	478,574.22 491,178.63	98.42 4.10%	492,105.55 1,351.25	0.73% 926.92	Aa1/AA+ AAA	1.82 1.65
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	1,000,000.00	12/15/2022 4.06%	961,406.25 983,364.76	98.23 4.04%	982,297.70 2,597.50	1.45% (1,067.06)	Aa1/AA+ AAA	1.99 1.74
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	650,000.00	01/14/2025 4.78%	627,326.17 630,091.27	99.13 4.02%	644,328.49 2,047.50	0.95% 14,237.22	Aaa/AA+ AA+	3.32 3.01
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	200,000.00	06/06/2025 4.38%	186,367.19 186,543.90	94.30 4.09%	188,608.02 432.50	0.28% 2,064.12	Aa1/AA+ AAA	4.24 3.84
Total Agency CMBS		**3,350,000.00**	**4.31%**	**3,223,830.08 3,280,098.31**	**98.38 4.08%**	**3,295,455.36 9,287.08**	**4.88% 15,357.05**		**2.23 1.98**
CASH									
CCYUSD	Receivable	808.34	--	808.34 808.34	1.00 0.00%	808.34 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**808.34**		**808.34 808.34**	**1.00 0.00%**	**808.34 0.00**	**0.00% 0.00**		**0.00 0.00**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CORPORATE									
756109BE3	REALTY INCOME CORP 4.625 11/01/2025	500,000.00	-- 4.72%	498,730.00 499,851.69	99.99 4.62%	499,955.58 3,854.17	0.74% 103.88	A3/A- NA	0.34 0.33
14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/06/2026	750,000.00	-- 4.60%	754,040.00 750,702.72	100.17 4.47%	751,246.22 17,500.00	1.11% 543.50	A2/A A+	0.52 0.49
63743HFH0	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.45 03/13/2026	250,000.00	02/07/2023 4.73%	248,000.00 249,547.87	100.04 4.38%	250,105.00 3,337.50	0.37% 557.13	A2/A- A	0.70 0.59
438516BL9	HONEYWELL INTERNATIONAL INC 2.5 11/01/2026	650,000.00	12/13/2022 4.24%	609,862.50 636,177.06	97.77 4.23%	635,532.68 2,708.33	0.94% (644.38)	A2/A A	1.34 1.29
26444HAC5	DUKE ENERGY FLORIDA LLC 3.2 01/15/2027	500,000.00	12/29/2022 4.60%	474,475.00 490,244.01	98.71 4.07%	493,546.84 7,377.78	0.73% 3,302.83	A1/A NA	1.54 1.46
74340XBN0	PROLOGIS LP 2.125 04/15/2027	500,000.00	12/27/2022 4.71%	450,040.00 479,193.95	96.65 4.09%	483,226.14 2,243.06	0.72% 4,032.19	A2/A NA	1.79 1.72
78016FZS6	ROYAL BANK OF CANADA 4.24 08/03/2027	250,000.00	12/16/2022 4.67%	245,507.50 247,968.12	100.16 4.16%	250,407.34 4,357.78	0.37% 2,439.22	A1/A AA-	2.09 1.95
24422EWK1	JOHN DEERE CAPITAL CORP 4.15 09/15/2027	500,000.00	12/07/2022 4.43%	494,055.00 497,247.75	100.21 4.05%	501,042.76 6,109.72	0.74% 3,795.00	A1/A A+	2.21 2.06
89115A2H4	TORONTO-DOMINION BANK 4.693 09/15/2027	250,000.00	12/16/2022 4.71%	249,847.50 249,928.95	100.96 4.23%	252,404.53 3,454.57	0.37% 2,475.58	A2/A- AA-	2.21 2.05
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	-- 4.34%	704,875.00 728,566.91	97.29 4.20%	729,640.37 4,670.83	1.08% 1,073.46	A2/A+ A	2.29 2.17
69353RFG8	PNC BANK NA (DELAWARE) 3.1 10/25/2027	650,000.00	01/07/2025 4.73%	622,583.00 627,260.02	97.54 4.22%	634,031.35 3,694.17	0.94% 6,771.33	A2/A A+	2.32 2.19
037833DK3	APPLE INC 3.0 11/13/2027	500,000.00	12/16/2022 4.19%	473,720.00 487,293.35	98.07 3.86%	490,342.38 2,000.00	0.73% 3,049.03	Aaa/AA+ NA	2.37 2.25
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	250,000.00	01/17/2023 4.29%	253,425.00 251,739.83	101.28 4.06%	253,204.74 5,462.50	0.37% 1,464.91	A1/A+ NA	2.53 2.32
89115A2M3	TORONTO-DOMINION BANK 5.156 01/10/2028	250,000.00	01/17/2023 4.78%	254,137.50 252,101.77	102.04 4.29%	255,105.58 6,122.75	0.38% 3,003.81	A2/A- AA-	2.53 2.30
89236TKQ7	TOYOTA MOTOR CREDIT CORP 4.625 01/12/2028	615,000.00	01/09/2023 4.64%	614,594.10 614,794.38	101.21 4.12%	622,439.34 13,352.76	0.92% 7,644.96	A1/A+ A+	2.54 2.32
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	245,000.00	01/09/2023 4.91%	244,870.15 244,935.95	101.82 4.13%	249,466.85 5,635.68	0.37% 4,530.90	A1/A AA-	2.54 2.31

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	600,000.00	01/17/2023 5.51%	572,508.00 589,251.66	99.13 5.07%	594,770.90 10,261.07	0.88% 5,519.24	A1/A- AA-	2.56 1.46
61747YEK7	MORGAN STANLEY 2.475 01/21/2028	600,000.00	01/18/2023 5.24%	546,606.00 579,068.28	97.07 4.82%	582,390.26 6,600.00	0.86% 3,321.98	A1/A- A+	2.56 1.49
46625HRY8	JPMORGAN CHASE & CO 3.782 02/01/2028	565,000.00	01/30/2023 5.34%	541,219.15 552,692.83	99.13 4.94%	560,091.03 8,903.46	0.83% 7,398.21	A1/A AA-	2.59 1.50
63743HFW7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	650,000.00	02/18/2025 4.66%	651,553.50 651,358.57	101.29 4.22%	658,386.61 12,350.00	0.97% 7,028.03	A2/NA A	2.61 2.31
931142FB4	WALMART INC 3.9 04/15/2028	750,000.00	-- 3.97%	747,942.50 748,749.26	100.11 3.86%	750,838.49 6,175.00	1.11% 2,089.23	Aa2/AA AA	2.79 2.52
89115A2U5	TORONTO-DOMINION BANK 5.523 07/17/2028	250,000.00	08/04/2023 5.33%	252,042.50 251,258.32	103.44 4.31%	258,594.18 6,290.08	0.38% 7,335.86	A2/A- AA-	3.05 2.72
78016HZS2	ROYAL BANK OF CANADA 5.2 08/01/2028	250,000.00	08/04/2023 5.34%	248,485.00 249,061.87	102.87 4.20%	257,177.82 5,416.67	0.38% 8,115.95	A1/A AA-	3.09 2.77
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	650,000.00	11/30/2023 4.92%	615,478.50 626,932.55	98.46 4.17%	639,964.20 7,908.33	0.95% 13,031.65	A1/A NA	3.17 2.92
89236TLL7	TOYOTA MOTOR CREDIT CORP 4.65 01/05/2029	500,000.00	01/12/2024 4.46%	504,095.00 502,896.96	101.19 4.28%	505,927.44 11,366.67	0.75% 3,030.48	A1/A+ A+	3.52 3.14
24422EXH7	JOHN DEERE CAPITAL CORP 4.5 01/16/2029	600,000.00	01/12/2024 4.38%	603,108.00 602,204.20	101.09 4.16%	606,552.25 12,375.00	0.90% 4,348.06	A1/A A+	3.55 3.18
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	415,000.00	02/07/2024 4.51%	414,726.10 414,802.26	101.47 4.06%	421,103.59 7,366.25	0.62% 6,301.33	Aa3/A+ NA	3.61 3.18
437076CW0	HOME DEPOT INC 4.9 04/15/2029	700,000.00	04/16/2024 5.18%	691,593.00 693,617.51	102.60 4.15%	718,173.52 7,241.11	1.06% 24,556.01	A2/A A	3.79 3.34
341081GT8	FLORIDA POWER & LIGHT CO 5.15 06/15/2029	700,000.00	08/22/2024 4.31%	724,549.00 720,032.91	103.48 4.19%	724,359.00 1,602.22	1.07% 4,326.09	Aa2/A+ AA-	3.96 3.42
713448FX1	PEPSICO INC 4.5 07/17/2029	710,000.00	-- 4.53%	709,005.50 709,195.58	101.59 4.07%	721,318.51 14,555.00	1.07% 12,122.93	A1/A+ NA	4.05 3.53
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	725,000.00	08/20/2024 4.27%	737,020.50 734,910.70	101.70 4.19%	737,356.59 12,735.83	1.09% 2,445.89	A2/A A	4.13 3.59
69371RT48	PACCAR FINANCIAL CORP 4.0 09/26/2029	350,000.00	09/23/2024 4.05%	349,279.00 349,388.77	99.47 4.14%	348,134.06 3,694.44	0.52% (1,254.71)	A1/A+ NA	4.24 3.82

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
857449AE2	STATE STREET BANK AND TRUST CO 4.782 11/23/2029	650,000.00	12/09/2024 4.56%	656,376.50 655,660.95	102.13 4.24%	663,845.40 3,280.98	0.98% 8,184.45	Aa2/AA- AA	4.40 3.92
532457CV8	ELI LILLY AND CO 4.75 02/12/2030	420,000.00	02/10/2025 4.76%	419,910.70 419,917.44	102.53 4.14%	430,616.03 7,702.92	0.64% 10,698.59	Aa3/A+ NA	4.62 3.98
Total Corporate		**17,495,000.00**	**4.64%**	**17,178,260.70** **17,358,554.95**	**100.24** **4.25%**	**17,531,297.57** **237,706.63**	**25.95%** **172,742.62**		**2.77** **2.41**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	318,239.92	-- 3.96%	318,239.92 318,239.92	1.00 3.96%	318,239.92 0.00	0.47% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**318,239.92**	**3.96%**	**318,239.92** **318,239.92**	**1.00** **3.96%**	**318,239.92** **0.00**	**0.47%** **0.00**		**0.00** **0.00**
MUNICIPAL BONDS									
13063EGT7	CALIFORNIA STATE 4.5 08/01/2029	590,000.00	10/30/2024 4.38%	593,109.30 592,681.55	101.77 4.02%	600,469.55 11,062.50	0.89% 7,788.00	Aa2/AA- AA	4.09 3.64
Total Municipal Bonds		**590,000.00**	**4.38%**	**593,109.30** **592,681.55**	**101.77** **4.02%**	**600,469.55** **11,062.50**	**0.89%** **7,788.00**		**4.09** **3.64**
SUPRANATIONAL									
4581X0EH7	INTER-AMERICAN DEVELOPMENT BANK 4.0 01/12/2028	550,000.00	03/19/2024 4.51%	540,254.00 543,523.67	100.58 3.76%	553,196.22 10,327.78	0.82% 9,672.54	Aaa/AAA NA	2.54 2.34
459058KW2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.625 08/01/2028	700,000.00	01/18/2024 4.14%	713,846.00 709,440.07	102.47 3.77%	717,324.24 13,489.58	1.06% 7,884.16	Aaa/AAA NA	3.09 2.81
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	700,000.00	01/18/2024 4.14%	670,110.00 679,352.88	98.05 3.77%	686,346.33 6,258.68	1.02% 6,993.45	Aaa/AAA NA	3.22 3.00
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	500,000.00	02/16/2024 4.40%	493,885.00 495,550.59	101.10 3.80%	505,479.89 7,791.67	0.75% 9,929.30	Aaa/AAA NA	3.63 3.29
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	515,000.00	10/08/2024 3.93%	513,655.85 513,845.77	100.24 3.81%	516,210.55 4,157.55	0.76% 2,364.78	Aaa/AAA NA	4.30 3.89

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	670,000.00	-- 4.21%	667,311.30 667,462.96	101.23 3.84%	678,208.13 7,753.85	1.00% 10,745.17	Aaa/AAA NA	4.72 4.21
Total Supranational		**3,635,000.00**	**4.22%**	**3,599,062.15 3,609,175.95**	**100.62 3.79%**	**3,656,765.35 49,779.11**	**5.41% 47,589.40**		**3.58 3.25**
US TREASURY									
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	1,250,000.00	01/19/2023 3.88%	1,227,197.27 1,248,906.05	99.83 4.45%	1,247,866.50 14,675.41	1.85% (1,039.55)	Aa1/AA+ AA+	0.13 0.12
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	1,250,000.00	12/07/2022 4.02%	1,257,519.53 1,250,764.94	99.97 4.31%	1,249,646.00 11,176.57	1.85% (1,118.94)	Aa1/AA+ AA+	0.29 0.29
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	1,250,000.00	12/13/2022 4.00%	1,267,041.02 1,252,188.02	100.05 4.34%	1,250,622.56 7,184.10	1.85% (1,565.46)	Aa1/AA+ AA+	0.38 0.37
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	1,250,000.00	12/13/2022 3.91%	1,253,271.48 1,250,498.48	99.92 4.16%	1,249,060.06 2,185.79	1.85% (1,438.42)	Aa1/AA+ AA+	0.46 0.45
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	1,250,000.00	02/06/2023 4.09%	1,242,724.61 1,248,657.48	99.87 4.13%	1,248,315.43 22,345.48	1.85% (342.05)	Aa1/AA+ AA+	0.54 0.52
9128286X3	UNITED STATES TREASURY 2.125 05/31/2026	1,250,000.00	12/13/2022 3.87%	1,179,541.02 1,231,381.88	98.27 4.06%	1,228,417.98 2,249.83	1.82% (2,963.91)	Aa1/AA+ AA+	0.92 0.89
91282CHU8	UNITED STATES TREASURY 4.375 08/15/2026	1,500,000.00	01/14/2025 4.35%	1,500,468.75 1,500,333.08	100.43 3.97%	1,506,503.91 24,654.70	2.23% 6,170.83	Aa1/AA+ AA+	1.13 1.07
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	1,250,000.00	12/07/2022 3.81%	1,167,626.95 1,221,243.90	97.50 3.88%	1,218,798.83 3,192.93	1.80% (2,445.07)	Aa1/AA+ AA+	1.38 1.33
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,250,000.00	02/06/2023 3.88%	1,174,853.52 1,219,614.02	97.56 3.81%	1,219,531.25 10,566.30	1.81% (82.77)	Aa1/AA+ AA+	1.63 1.56
91282CKE0	UNITED STATES TREASURY 4.25 03/15/2027	1,250,000.00	06/25/2024 4.51%	1,241,552.73 1,244,703.43	100.76 3.78%	1,259,472.65 15,591.03	1.86% 14,769.22	Aa1/AA+ AA+	1.71 1.61
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	1,200,000.00	01/12/2023 3.68%	1,145,109.38 1,177,230.03	97.86 3.77%	1,174,359.37 7,540.98	1.74% (2,870.66)	Aa1/AA+ AA+	1.75 1.68
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	750,000.00	01/18/2024 4.09%	717,363.28 730,757.25	98.05 3.73%	735,380.86 8,603.25	1.09% 4,623.61	Aa1/AA+ AA+	2.08 1.98
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	1,000,000.00	02/18/2025 4.31%	995,117.19 995,762.37	100.93 3.71%	1,009,257.81 5,268.34	1.49% 13,495.44	Aa1/AA+ AA+	2.38 2.23

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CFZ9	UNITED STATES TREASURY 3.875 11/30/2027	1,250,000.00	12/07/2022 3.65%	1,262,695.31 1,256,159.11	100.38 3.71%	1,254,785.15 4,102.63	1.86% (1,373.96)	Aa1/AA+ AA+	2.42 2.28
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	1,000,000.00	12/09/2024 4.10%	960,117.19 967,084.67	97.62 3.71%	976,210.94 10,331.49	1.44% 9,126.27	Aa1/AA+ AA+	2.63 2.48
91282CBZ3	UNITED STATES TREASURY 1.25 04/30/2028	1,250,000.00	03/27/2025 4.02%	1,150,390.63 1,158,772.29	93.46 3.70%	1,168,310.55 2,632.47	1.73% 9,538.26	Aa1/AA+ AA+	2.84 2.73
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	1,250,000.00	-- 4.09%	1,224,394.53 1,234,617.89	99.79 3.70%	1,247,363.28 3,837.94	1.85% 12,745.38	Aa1/AA+ AA+	2.92 2.73
91282CHX2	UNITED STATES TREASURY 4.375 08/31/2028	1,750,000.00	09/08/2023 4.34%	1,752,392.58 1,751,524.35	101.97 3.71%	1,784,521.48 25,590.18	2.64% 32,997.13	Aa1/AA+ AA+	3.17 2.90
91282CJF9	UNITED STATES TREASURY 4.875 10/31/2028	800,000.00	10/30/2023 4.83%	801,468.75 800,979.17	103.59 3.72%	828,750.40 6,570.65	1.23% 27,771.23	Aa1/AA+ AA+	3.34 3.04
912810FF0	UNITED STATES TREASURY 5.25 11/15/2028	1,000,000.00	01/18/2024 4.00%	1,054,101.56 1,037,858.81	104.77 3.73%	1,047,734.38 6,705.16	1.55% 9,875.57	Aa1/AA+ AA+	3.38 3.07
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	1,250,000.00	01/17/2024 4.03%	1,234,619.14 1,239,125.42	100.09 3.72%	1,251,123.05 127.38	1.85% 11,997.63	Aa1/AA+ AA+	3.50 3.25
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	800,000.00	03/19/2024 4.31%	797,968.75 798,495.12	101.76 3.73%	814,093.75 11,364.13	1.20% 15,598.63	Aa1/AA+ AA+	3.67 3.33
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	500,000.00	05/29/2024 4.66%	450,019.53 460,976.04	95.13 3.74%	475,625.00 1,516.64	0.70% 14,648.96	Aa1/AA+ AA+	3.87 3.64
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	1,250,000.00	06/25/2024 4.27%	1,262,841.80 1,260,202.10	102.73 3.74%	1,284,082.03 4,764.34	1.90% 23,879.93	Aa1/AA+ AA+	3.92 3.56
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	1,000,000.00	09/24/2024 3.51%	988,593.75 990,423.73	98.17 3.75%	981,718.75 88.32	1.45% (8,704.98)	Aa1/AA+ AA+	4.00 3.71
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	600,000.00	07/30/2024 4.06%	598,429.69 598,717.78	100.93 3.75%	605,601.56 10,011.05	0.90% 6,883.78	Aa1/AA+ AA+	4.08 3.68
912828YB0	UNITED STATES TREASURY 1.625 08/15/2029	1,000,000.00	09/24/2024 3.48%	917,421.88 930,329.05	92.09 3.71%	920,859.38 6,104.97	1.36% (9,469.67)	Aa1/AA+ AA+	4.13 3.90
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	600,000.00	10/23/2024 4.06%	585,140.63 587,202.14	98.99 3.76%	593,953.13 5,278.69	0.88% 6,750.99	Aa1/AA+ AA+	4.25 3.88
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	550,000.00	11/19/2024 4.24%	547,121.09 547,476.57	101.43 3.76%	557,863.28 3,822.35	0.83% 10,386.71	Aa1/AA+ AA+	4.34 3.91
912828YS3	UNITED STATES TREASURY 1.75 11/15/2029	1,250,000.00	01/06/2025 4.40%	1,106,494.14 1,120,658.57	92.09 3.73%	1,151,074.23 2,793.82	1.70% 30,415.66	Aa1/AA+ AA+	4.38 4.13

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Rocklin | Account #11014 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	600,000.00	12/05/2024 4.11%	600,468.75 600,415.44	101.47 3.76%	608,812.80 2,096.31	0.90% 8,397.36	Aa1/AA+ AA+	4.42 4.00
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,500,000.00	12/30/2024 4.38%	1,499,531.25 1,499,577.97	102.48 3.77%	1,537,207.04 178.33	2.28% 37,629.06	Aa1/AA+ AA+	4.50 4.06
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	1,000,000.00	02/18/2025 4.38%	994,375.00 994,785.90	101.97 3.78%	1,019,726.56 17,727.90	1.51% 24,940.66	Aa1/AA+ AA+	4.59 4.07
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	2,000,000.00	-- 3.86%	2,001,875.00 2,001,741.00	100.39 3.78%	2,007,812.50 13,057.07	2.97% 6,071.50	Aa1/AA+ AA+	4.83 4.34
91282CNG2	UNITED STATES TREASURY 4.0 05/31/2030	1,250,000.00	06/06/2025 4.11%	1,243,798.83 1,243,873.91	100.97 3.78%	1,262,110.00 4,234.97	1.87% 18,236.09	Aa1/AA+ AA+	4.92 4.42
Total US Treasury		**39,150,000.00**	**4.08%**	**38,403,646.51** **38,653,037.95**	**99.64** **3.85%**	**38,976,572.43** **278,171.53**	**57.69%** **323,534.47**		**2.72** **2.51**
Total Portfolio		**67,689,048.26**	**4.26%**	**66,441,518.01** **66,944,826.55**	**99.40** **3.96%**	**67,562,214.61** **606,070.92**	**100.00%** **617,388.06**		**2.78** **2.52**
Total Market Value + Accrued						**68,168,285.53**			

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Rocklin Liquidity | Account #11170 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	286.91	--	286.91 286.91	1.00 0.00%	286.91 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**286.91**		**286.91** **286.91**	**1.00** **0.00%**	**286.91** **0.00**	**0.01%** **0.00**		**0.00** **0.00**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	89,600.57	-- 3.96%	89,600.57 89,600.57	1.00 3.96%	89,600.57 0.00	1.66% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**89,600.57**	**3.96%**	**89,600.57** **89,600.57**	**1.00** **3.96%**	**89,600.57** **0.00**	**1.66%** **0.00**		**0.00** **0.00**
US TREASURY									
912797QR1	UNITED STATES TREASURY 11/20/2025	5,400,000.00	05/20/2025 4.28%	5,287,136.33 5,311,941.53	98.37 4.27%	5,311,837.55 0.00	98.34% (103.98)	P-1/A-1+ F1+	0.39 0.38
Total US Treasury		**5,400,000.00**	**4.28%**	**5,287,136.33** **5,311,941.53**	**98.37** **4.27%**	**5,311,837.55** **0.00**	**98.34%** **(103.98)**		**0.39** **0.38**
Total Portfolio		**5,489,887.48**	**4.28%**	**5,377,023.81** **5,401,829.01**	**96.75** **4.26%**	**5,401,725.03** **0.00**	**100.00%** **(103.98)**		**0.38** **0.38**
Total Market Value + Accrued						**5,401,725.03**			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

TRANSACTION LEDGER

City of Rocklin | Account #11014|04/01/2025 Through 06/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/30/2025	91282CMZ1	1,500,000.00	UNITED STATES TREASURY 3.875 04/30/2030	100.426	3.78%	(1,506,386.72)	0.00	(1,506,386.72)	0.00
Purchase	05/29/2025	91282CMZ1	500,000.00	UNITED STATES TREASURY 3.875 04/30/2030	99.098	4.08%	(495,488.28)	(1,526.83)	(497,015.11)	0.00
Purchase	06/09/2025	91282CNG2	1,250,000.00	UNITED STATES TREASURY 4.0 05/31/2030	99.504	4.11%	(1,243,798.83)	(1,229.51)	(1,245,028.34)	0.00
Purchase	06/11/2025	3137FPJG1	200,000.00	FHMS K-099 A2 2.595 09/25/2029	93.184	4.38%	(186,367.19)	(144.17)	(186,511.36)	0.00
Total Purchase			**3,450,000.00**				**(3,432,041.02)**	**(2,900.51)**	**(3,434,941.53)**	**0.00**
TOTAL ACQUISITIONS			**3,450,000.00**				**(3,432,041.02)**	**(2,900.51)**	**(3,434,941.53)**	**0.00**
DISPOSITIONS										
Sale	04/30/2025	91282CGC9	(1,250,000.00)	UNITED STATES TREASURY 3.875 12/31/2027	100.586	3.96%	1,257,324.22	16,056.63	1,273,380.85	9,819.52
Sale	06/09/2025	91282CEY3	(1,250,000.00)	UNITED STATES TREASURY 3.0 07/15/2025	99.879	4.12%	1,248,486.33	15,020.72	1,263,507.05	(205.96)
Total Sale			**(2,500,000.00)**				**2,505,810.55**	**31,077.35**	**2,536,887.90**	**9,613.56**
TOTAL DISPOSITIONS			**(2,500,000.00)**				**2,505,810.55**	**31,077.35**	**2,536,887.90**	**9,613.56**

TRANSACTION LEDGER

City of Rocklin Liquidity | Account #11170|04/01/2025 Through 06/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/22/2025	912797QR1	5,400,000.00	UNITED STATES TREASURY 11/20/2025	97.910	4.28%	(5,287,136.33)	0.00	(5,287,136.33)	0.00
Total Purchase			**5,400,000.00**				**(5,287,136.33)**	**0.00**	**(5,287,136.33)**	**0.00**
TOTAL ACQUISITIONS			**5,400,000.00**				**(5,287,136.33)**	**0.00**	**(5,287,136.33)**	**0.00**
DISPOSITIONS										
Maturity	05/15/2025	912797LB1	(5,100,000.00)	UNITED STATES TREASURY 05/15/2025	100.000	4.47%	5,100,000.00	0.00	5,100,000.00	0.00
Total Maturity			**(5,100,000.00)**				**5,100,000.00**	**0.00**	**5,100,000.00**	**0.00**
TOTAL DISPOSITIONS			**(5,100,000.00)**				**5,100,000.00**	**0.00**	**5,100,000.00**	**0.00**

IMPORTANT DISCLOSURES

2025 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BENCHMARK DISCLOSURES

Benchmark	Disclosure
ICE BofA 3-Month US Treasury Bill Index	The ICE BofA US 3-Month Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, three months from the rebalancing date.
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

OFFICE OF TRISTAN BUTCHER
TREASURER-TAX COLLECTOR

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of June 30, 2025

2976 Richardson Drive, Auburn, CA 95603
Phone: (530) 889-4120 | Fax: (530) 889-4123
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PREFACE

Placer County Treasurer's Pooled Investment Report

June 30, 2025

For the purpose of clarity, the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by Wells Fargo Bank.

The Weighted Average Maturity of the investments with the Treasury is 659 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $446,177,112.31 in cash and investments maturing in the next 180 days.

General Fund
Portfolio Management
Portfolio Summary
June 30, 2025

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LGIP	80,000,000.00	80,000,000.00	80,000,000.00	3.28	1	1	4.389	4.450
U.S. Treasury Coupons	895,000,000.00	887,332,813.00	883,365,619.22	36.26	1,036	500	3.979	4.034
mPower Placer - Long Term	2,949,796.07	2,565,395.08	2,952,234.80	0.12	7,339	4,080	4.061	4.117
Federal Agency Coupons	1,219,000,000.00	1,223,911,580.00	1,218,933,372.79	50.04	1,348	801	3.953	4.008
Collateralized Inactive Bank Deposi	5,000,000.00	5,000,000.00	5,000,000.00	0.21	1	1	4.213	4.272
Negotiable Certificates of Deposit	100,000,000.00	100,041,000.00	100,000,000.00	4.11	364	310	4.289	4.349
Collateralized CDs	23,000,000.00	23,000,000.00	23,000,000.00	0.94	366	217	4.147	4.204
Supranational	40,000,000.00	40,895,355.55	40,795,720.40	1.67	1,479	1,394	3.819	3.872
Commercial Paper Disc. -Amortizing	65,000,000.00	65,000,000.00	65,000,000.00	2.67	1	0	4.260	4.320
Local Agency Bond	8,966,958.34	8,623,192.57	8,966,958.34	0.37	7,250	4,677	2.961	3.002
mPower Placer	7,517,871.00	6,223,978.40	7,517,871.00	0.31	7,705	5,029	3.664	3.715
mPower - Folsom	377,103.36	332,927.09	377,103.36	0.02	7,684	4,203	3.446	3.494
Investments	**2,446,811,728.77**	**2,442,926,241.69**	**2,435,908,879.91**	**100.00%**	**1,154**	**659**	**3.994**	**4.050**
Cash								
Passbook/Checking (not included in yield calculations)	26,177,112.31	26,177,112.31	26,177,112.31		1	1	0.000	0.000
Total Cash and Investments	**2,472,988,841.08**	**2,469,103,354.00**	**2,462,085,992.22**		**1,154**	**659**	**3.994**	**4.050**

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	8,314,879.92	95,643,883.39	95,643,883.39
Average Daily Balance	**2,511,666,763.60**	**2,433,482,634.74**	
Effective Rate of Return	**4.03%**	**3.93%**	

7/16/25

JONATHAN SCHMIDT, ASST. TREASURER-TAX COLLECTOR

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
LGIP											
LGIP	22486	California Asset Mgm't Prog			20,000,000.00	20,000,000.00	20,000,000.00	4.450	4.450	1	
SYS23345	23345	CalTRUST			60,000,000.00	60,000,000.00	60,000,000.00	4.450	4.450	1	
		Subtotal and Average	**118,666,666.67**		**80,000,000.00**	**80,000,000.00**	**80,000,000.00**		**4.450**	**1**	
U.S. Treasury Coupons											
91282CBH3	20549	U. S. TREASURY COUPON		03/10/2021	10,000,000.00	9,779,800.00	9,975,688.62	0.375	0.773	214	01/31/2026
91282CAJ0	20553	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,929,900.00	9,992,944.02	0.250	0.680	61	08/31/2025
91282CAB7	20556	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,966,200.00	9,996,683.47	0.250	0.660	30	07/31/2025
91282CBH3	20557	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,779,800.00	9,976,797.71	0.375	0.753	214	01/31/2026
91282CBQ3	20558	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,760,200.00	9,981,458.33	0.500	0.786	242	02/28/2026
91282CAM3	20590	U. S. TREASURY COUPON		04/07/2021	10,000,000.00	9,900,100.00	9,987,796.37	0.250	0.749	91	09/30/2025
91282CAB7	20601	U. S. TREASURY COUPON		04/09/2021	10,000,000.00	9,966,200.00	9,996,366.74	0.250	0.700	30	07/31/2025
91282CAB7	20612	U. S. TREASURY COUPON		04/15/2021	10,000,000.00	9,966,200.00	9,996,711.58	0.250	0.656	30	07/31/2025
91282CEY3	22473	U. S. TREASURY COUPON		04/21/2023	20,000,000.00	19,989,400.00	19,992,333.03	3.000	4.054	14	07/15/2025
9128282A7	22474	U. S. TREASURY COUPON		04/21/2023	20,000,000.00	19,463,200.00	19,519,002.68	1.500	3.799	410	08/15/2026
9128282R0	22475	U. S. TREASURY COUPON		04/21/2023	20,000,000.00	19,400,000.00	19,442,523.38	2.250	3.681	775	08/15/2027
9128283W8	22476	U. S. TREASURY COUPON		04/21/2023	10,000,000.00	9,762,100.00	9,786,423.73	2.750	3.644	959	02/15/2028
9128283W8	22593	U. S. TREASURY COUPON		06/29/2023	20,000,000.00	19,524,200.00	19,332,256.58	2.750	4.161	959	02/15/2028
91282CFE6	22609	U. S. TREASURY COUPON		07/06/2023	10,000,000.00	9,982,900.00	9,978,295.23	3.125	5.002	45	08/15/2025
91282CHH7	22612	U. S. TREASURY COUPON		07/10/2023	10,000,000.00	10,012,300.00	9,956,721.23	4.125	4.614	349	06/15/2026
91282CGL9	22613	U. S. TREASURY COUPON		07/10/2023	10,000,000.00	9,987,400.00	9,957,860.15	4.000	4.722	229	02/15/2026
91282CFE6	22615	U. S. TREASURY COUPON		07/10/2023	15,000,000.00	14,974,350.00	14,969,473.19	3.125	4.882	45	08/15/2025
91282CHU8	23055	U. S. TREASURY COUPON		08/28/2023	10,000,000.00	10,043,400.00	9,965,691.37	4.375	4.705	410	08/15/2026
91282CGE5	23116	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	19,973,000.00	19,893,111.31	3.875	4.927	198	01/15/2026
91282CHM6	23117	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	20,105,200.00	19,936,235.04	4.500	4.829	379	07/15/2026
912828X88	23118	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	19,505,400.00	19,199,813.50	2.375	4.723	683	05/15/2027
9128284N7	23119	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	19,554,000.00	19,094,743.72	2.875	4.642	1,049	05/15/2028
91282CGE5	23129	U. S. TREASURY COUPON		10/20/2023	10,000,000.00	9,986,500.00	9,936,082.67	3.875	5.137	198	01/15/2026
91282CHM6	23130	U. S. TREASURY COUPON		10/20/2023	10,000,000.00	10,052,600.00	9,944,871.43	4.500	5.073	379	07/15/2026
912828X88	23131	U. S. TREASURY COUPON		10/20/2023	15,000,000.00	14,629,050.00	14,329,219.83	2.375	5.014	683	05/15/2027
9128284N7	23132	U. S. TREASURY COUPON		10/20/2023	15,000,000.00	14,665,500.00	14,201,583.10	2.875	4.968	1,049	05/15/2028
91282CHM6	23150	U. S. TREASURY COUPON		11/06/2023	10,000,000.00	10,052,600.00	9,986,733.07	4.500	4.635	379	07/15/2026
91282CGE5	23151	U. S. TREASURY COUPON		11/06/2023	10,000,000.00	9,986,500.00	9,955,969.10	3.875	4.738	198	01/15/2026
91282CHB0	23152	U. S. TREASURY COUPON		11/06/2023	10,000,000.00	9,962,900.00	9,915,838.76	3.625	4.659	318	05/15/2026
9128284V9	23203	U. S. TREASURY COUPON		12/21/2023	20,000,000.00	19,507,800.00	19,408,177.60	2.875	3.920	1,141	08/15/2028
91282CHM6	23204	U. S. TREASURY COUPON		12/21/2023	40,000,000.00	40,210,400.00	40,131,456.78	4.500	4.162	379	07/15/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
91282CHB0	23205	U. S. TREASURY COUPON		12/21/2023	10,000,000.00	9,962,900.00	9,954,623.29	3.625	4.176	318	05/15/2026
91282CGE5	23206	U. S. TREASURY COUPON		12/21/2023	20,000,000.00	19,973,000.00	19,957,440.48	3.875	4.289	198	01/15/2026
91282CEY3	23399	U. S. TREASURY COUPON		05/28/2024	50,000,000.00	49,973,500.00	49,961,069.92	3.000	5.111	14	07/15/2025
9128282R0	23433	U. S. TREASURY COUPON		07/09/2024	15,000,000.00	14,550,000.00	14,370,997.13	2.250	4.383	775	08/15/2027
9128282R0	23434	U. S. TREASURY COUPON		07/09/2024	20,000,000.00	19,400,000.00	19,165,608.44	2.250	4.372	775	08/15/2027
91282CHH7	24089	U. S. TREASURY COUPON		11/08/2024	20,000,000.00	20,024,600.00	19,982,258.67	4.125	4.220	349	06/15/2026
91282CHX2	24090	U. S. TREASURY COUPON		11/08/2024	10,000,000.00	10,197,300.00	10,059,740.93	4.375	4.167	1,157	08/31/2028
9128284V9	24091	U. S. TREASURY COUPON		11/08/2024	15,000,000.00	14,630,850.00	14,448,053.69	2.875	4.158	1,141	08/15/2028
91282CKS9	24092	U. S. TREASURY COUPON		11/08/2024	15,000,000.00	15,107,250.00	15,086,673.44	4.875	4.215	334	05/31/2026
912828P46	24115	U. S. TREASURY COUPON		12/06/2024	25,000,000.00	24,607,250.00	24,620,439.72	1.625	4.132	229	02/15/2026
91282CHB0	24116	U. S. TREASURY COUPON		12/06/2024	30,000,000.00	29,888,700.00	29,877,910.71	3.625	4.108	318	05/15/2026
91282CHM6	24117	U. S. TREASURY COUPON		12/06/2024	50,000,000.00	50,263,000.00	50,197,058.98	4.500	4.102	379	07/15/2026
91282CGE5	24118	U. S. TREASURY COUPON		12/06/2024	40,000,000.00	39,946,000.00	39,941,944.44	3.875	4.149	198	01/15/2026
91282CJA0	24127	U. S. TREASURY COUPON		12/18/2024	10,000,000.00	10,277,000.00	10,115,414.71	4.625	4.235	1,187	09/30/2028
9128284V9	24128	U. S. TREASURY COUPON		12/18/2024	30,000,000.00	29,261,700.00	28,833,031.79	2.875	4.230	1,141	08/15/2028
9128286B1	24168	U. S. TREASURY COUPON		01/28/2025	40,000,000.00	38,520,400.00	37,803,704.99	2.625	4.290	1,325	02/15/2029
91282CKD2	24209	U. S. TREASURY COUPON		03/05/2025	20,000,000.00	20,363,948.91	20,219,749.89	4.250	3.940	1,338	02/28/2029
9128286X3	24257	U. S. TREASURY COUPON		04/25/2025	15,000,000.00	14,740,950.00	14,757,933.29	2.125	3.942	334	05/31/2026
91282CHM6	24258	U. S. TREASURY COUPON		04/25/2025	15,000,000.00	15,265,364.09	15,273,101.39	4.500	3.921	379	07/15/2026
		Subtotal and Average	**902,054,405.53**		**895,000,000.00**	**887,332,813.00**	**883,365,619.22**		**4.034**	**500**	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	808,023.77	702,528.19	808,023.77	4.000	3.999	3,715	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	1,756,890.17	1,511,558.03	1,756,890.17	4.000	4.000	4,081	09/02/2036
72601FAC2	2018B	Public Finance Authority		06/28/2018	384,882.13	351,308.86	387,320.86	5.050	4.894	4,840	10/01/2038
		Subtotal and Average	**2,952,265.03**		**2,949,796.07**	**2,565,395.08**	**2,952,234.80**		**4.117**	**4,080**	
Federal Agency Coupons											
3133EMYE6	20641	FEDERAL FARM CREDIT BANK		05/04/2021	10,000,000.00	9,741,900.00	9,998,316.67	1.000	1.021	307	05/04/2026
3133ERGR6	23409	FEDERAL FARM CREDIT BANK		06/05/2024	20,000,000.00	20,008,600.00	20,000,000.00	5.050	5.056	24	07/25/2025
3133ERGP0	23410	FEDERAL FARM CREDIT BANK		06/05/2024	20,000,000.00	20,002,200.00	20,000,000.00	5.060	5.064	6	07/07/2025
3133ERN72	24132	FEDERAL FARM CREDIT BANK		12/19/2024	20,000,000.00	20,186,200.00	20,000,000.00	4.220	4.221	931	01/18/2028
3133ER2R1	24171	FEDERAL FARM CREDIT BANK		01/29/2025	20,000,000.00	20,280,400.00	19,999,277.16	4.310	4.312	1,445	06/15/2029
3133ER2S9	24172	FEDERAL FARM CREDIT BANK		01/29/2025	15,000,000.00	15,210,750.00	14,999,322.02	4.310	4.312	1,452	06/22/2029
3133ER2Q3	24173	FEDERAL FARM CREDIT BANK		01/29/2025	15,000,000.00	15,209,700.00	14,999,458.24	4.310	4.312	1,435	06/05/2029
3133ER2P5	24174	FEDERAL FARM CREDIT BANK		01/29/2025	25,000,000.00	25,366,750.00	25,000,000.00	4.310	4.311	1,513	08/22/2029

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Federal Agency Coupons											
3133ER2M2	24175	FEDERAL FARM CREDIT BANK		01/29/2025	25,000,000.00	25,365,750.00	25,000,000.00	4.310	4.310	1,499	08/08/2029
3133ER2N0	24176	FEDERAL FARM CREDIT BANK		01/29/2025	25,000,000.00	25,366,250.00	25,000,000.00	4.310	4.311	1,506	08/15/2029
3133ER6S5	24213	FEDERAL FARM CREDIT BANK		03/06/2025	20,000,000.00	20,029,200.00	20,000,000.00	3.970	3.970	1,528	09/06/2029
3130AKWV4	20503	FEDERAL HOME LOAN BANK		02/01/2021	10,000,000.00	9,783,300.00	9,999,768.63	0.500	0.504	212	01/29/2026
3130ALCV4	20609	FEDERAL HOME LOAN BANK		04/14/2021	10,000,000.00	9,776,900.00	9,989,095.60	0.750	0.923	238	02/24/2026
3130ANJD3	21083	FEDERAL HOME LOAN BANK		08/26/2021	5,000,000.00	4,889,650.00	5,000,000.00	1.250	0.895	421	08/26/2026
3130ANRX0	21084	FEDERAL HOME LOAN BANK		08/26/2021	5,000,000.00	4,848,750.00	5,000,000.00	1.250	1.000	421	08/26/2026
3130ANVS6	21092	FEDERAL HOME LOAN BANK		08/30/2021	10,000,000.00	9,657,400.00	10,000,000.00	1.000	1.001	421	08/26/2026
3130ANW22	21093	FEDERAL HOME LOAN BANK		08/30/2021	5,000,000.00	4,890,450.00	5,000,000.00	0.850	0.850	239	02/25/2026
3130APUS2	21207	FEDERAL HOME LOAN BANK		11/22/2021	5,000,000.00	4,977,150.00	4,999,554.57	1.000	1.146	49	08/19/2025
3130APUN3	21215	FEDERAL HOME LOAN BANK		11/30/2021	4,000,000.00	3,873,680.00	4,000,000.00	1.250	1.250	423	08/28/2026
3130AQCT8	21256	FEDERAL HOME LOAN BANK		12/17/2021	5,000,000.00	4,860,150.00	5,000,000.00	1.330	1.468	381	07/17/2026
3130AVWF5	22491	FEDERAL HOME LOAN BANK		05/03/2023	10,000,000.00	9,981,300.00	10,000,000.00	3.660	3.661	366	07/02/2026
3130AVWE8	22492	FEDERAL HOME LOAN BANK		05/03/2023	10,000,000.00	9,999,900.00	10,000,000.00	4.000	3.961	1	07/02/2025
3130AVWA6	22493	FEDERAL HOME LOAN BANK		05/03/2023	20,000,000.00	19,984,600.00	20,000,000.00	3.725	3.726	731	07/02/2027
3130AVWC2	22494	FEDERAL HOME LOAN BANK		05/03/2023	10,000,000.00	9,967,500.00	10,000,000.00	3.615	3.616	916	01/03/2028
3130AW2U3	22511	FEDERAL HOME LOAN BANK		05/16/2023	10,000,000.00	9,969,100.00	10,000,000.00	3.620	3.621	595	02/16/2027
3130AW2V1	22512	FEDERAL HOME LOAN BANK		05/16/2023	10,000,000.00	9,970,100.00	10,000,000.00	3.625	3.626	587	02/08/2027
3130AW2W9	22513	FEDERAL HOME LOAN BANK		05/16/2023	10,000,000.00	9,971,800.00	10,000,000.00	3.635	3.636	580	02/01/2027
3130AW7B0	22527	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	10,009,300.00	10,000,000.00	3.925	3.926	442	09/16/2026
3130AW7C8	22528	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	10,009,000.00	10,000,000.00	3.920	3.921	449	09/23/2026
3130AW7A2	22529	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	10,009,400.00	10,000,000.00	3.930	3.932	430	09/04/2026
3130AW6Z8	22530	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	10,009,700.00	10,000,000.00	3.930	3.931	436	09/10/2026
3130AW6X31	22531	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,993,300.00	10,000,000.00	4.180	4.182	69	09/08/2025
3130AW6Y1	22532	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,993,700.00	10,000,000.00	4.180	4.182	63	09/02/2025
3130AWFA3	22559	FEDERAL HOME LOAN BANK		06/12/2023	10,000,000.00	10,057,900.00	10,000,000.00	4.060	4.061	799	09/08/2027
3130AWF96	22560	FEDERAL HOME LOAN BANK		06/12/2023	10,000,000.00	10,063,700.00	10,000,000.00	4.020	4.021	951	02/07/2028
3130AWFB1	22565	FEDERAL HOME LOAN BANK		06/13/2023	10,000,000.00	10,059,300.00	10,000,000.00	4.070	4.071	792	09/01/2027
3130AWFC9	22566	FEDERAL HOME LOAN BANK		06/13/2023	10,000,000.00	10,065,500.00	10,000,000.00	4.025	4.026	958	02/14/2028
3130AWLA6	22600	FEDERAL HOME LOAN BANK		07/06/2023	15,000,000.00	15,004,500.00	15,000,000.00	4.905	4.907	34	08/04/2025
3130AWLB4	22601	FEDERAL HOME LOAN BANK		07/06/2023	10,000,000.00	10,003,900.00	10,000,000.00	4.895	4.897	41	08/11/2025
3130AWL57	22602	FEDERAL HOME LOAN BANK		07/06/2023	20,000,000.00	20,182,400.00	20,000,000.00	4.460	4.461	591	02/12/2027
3130AWL73	22603	FEDERAL HOME LOAN BANK		07/06/2023	10,000,000.00	10,091,900.00	10,000,000.00	4.450	4.451	604	02/25/2027
3130AWL81	22604	FEDERAL HOME LOAN BANK		07/06/2023	10,000,000.00	10,126,300.00	10,000,000.00	4.275	4.276	951	02/07/2028
3130AWL65	22605	FEDERAL HOME LOAN BANK		07/06/2023	20,000,000.00	20,182,800.00	20,000,000.00	4.450	4.451	601	02/22/2027
3130AWL99	22606	FEDERAL HOME LOAN BANK		07/06/2023	20,000,000.00	20,254,400.00	20,000,000.00	4.270	4.271	966	02/22/2028

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Federal Agency Coupons											
3130AWMN7	23031	FEDERAL HOME LOAN BANK		08/16/2023	20,000,000.00	20,367,000.00	19,971,135.46	4.375	4.430	1,074	06/09/2028
3130AWWZ9	23032	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	10,121,700.00	10,000,000.00	4.500	4.502	714	06/15/2027
3130AWX21	23033	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	10,139,800.00	10,000,000.00	4.480	4.480	770	08/10/2027
3130AWX62	23034	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	10,136,900.00	10,000,000.00	4.470	4.470	765	08/05/2027
3130AWX54	23035	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	10,129,200.00	10,000,000.00	4.495	4.497	709	06/10/2027
3130AYBH8	23209	FEDERAL HOME LOAN BANK		12/22/2023	20,000,000.00	20,000,400.00	20,000,000.00	4.460	6.378	9	07/10/2025
3130AYBK1	23210	FEDERAL HOME LOAN BANK		12/22/2023	15,000,000.00	15,058,500.00	15,000,000.00	3.855	3.855	1,105	07/10/2028
3130AYBJ4	23211	FEDERAL HOME LOAN BANK		12/22/2023	15,000,000.00	15,027,600.00	15,000,000.00	4.000	4.001	559	01/11/2027
3130AYGV2	23232	FEDERAL HOME LOAN BANK		01/11/2024	10,000,000.00	10,028,600.00	10,000,000.00	4.193	4.194	400	08/05/2026
3130AYGR1	23233	FEDERAL HOME LOAN BANK		01/11/2024	15,000,000.00	15,041,700.00	15,000,000.00	4.180	4.181	407	08/12/2026
3130AYGU4	23234	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	20,068,200.00	20,000,000.00	4.110	4.110	553	01/05/2027
3130AYGW0	23235	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	20,093,000.00	20,000,000.00	3.985	3.985	1,287	01/08/2029
3130AYGT7	23236	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	20,123,400.00	20,000,000.00	4.020	4.020	924	01/11/2028
3130AYGP5	23237	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	20,102,000.00	20,000,000.00	4.050	4.050	736	07/07/2027
3130AYGQ3	23238	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	20,148,200.00	20,000,000.00	3.980	3.980	1,100	07/05/2028
3130AYQF6	23260	FEDERAL HOME LOAN BANK		01/29/2024	30,000,000.00	30,159,900.00	30,000,000.00	4.060	4.061	741	07/12/2027
3130AYQE9	23261	FEDERAL HOME LOAN BANK		01/29/2024	15,000,000.00	15,073,050.00	15,000,000.00	4.070	4.071	700	06/01/2027
3130AYQB5	23262	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	20,109,800.00	20,000,000.00	4.040	4.040	1,305	01/26/2029
3130AYQ90	23263	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	20,187,000.00	20,000,000.00	4.057	4.058	1,098	07/03/2028
3130AYQA7	23264	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	20,171,200.00	20,000,000.00	4.062	4.063	1,066	06/01/2028
3130AYQD1	23265	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	20,104,000.00	20,000,000.00	4.060	4.061	804	09/13/2027
3130AYQC3	23266	FEDERAL HOME LOAN BANK		01/29/2024	15,000,000.00	15,078,750.00	15,000,000.00	4.070	4.071	720	06/21/2027
3130B0YB9	23366	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	25,004,500.00	25,000,000.00	5.120	5.127	9	07/10/2025
3130B0YC7	23367	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	25,009,750.00	25,000,000.00	5.110	5.117	20	07/21/2025
3130B1NB9	23408	FEDERAL HOME LOAN BANK		06/05/2024	20,000,000.00	20,006,000.00	20,000,000.00	5.040	5.040	17	07/18/2025
3130B1NC7	23411	FEDERAL HOME LOAN BANK		06/05/2024	15,000,000.00	15,113,700.00	15,000,000.00	4.710	4.713	388	07/24/2026
3130B1XB8	23436	FEDERAL HOME LOAN BANK		07/10/2024	10,000,000.00	10,154,200.00	10,000,000.00	4.300	4.301	1,080	06/15/2028
3130B4CD1	24129	FEDERAL HOME LOAN BANK		12/19/2024	30,000,000.00	30,348,600.00	30,000,000.00	4.110	4.112	1,172	09/15/2028
3130B4CE94	24130	FEDERAL HOME LOAN BANK		12/19/2024	20,000,000.00	20,107,200.00	20,000,000.00	4.080	4.081	1,543	09/21/2029
3130B4CF6	24131	FEDERAL HOME LOAN BANK		12/19/2024	20,000,000.00	20,100,200.00	20,000,000.00	4.080	4.081	1,480	07/20/2029
3130B4LH2	24149	FEDERAL HOME LOAN BANK		01/13/2025	20,000,000.00	20,323,000.00	20,000,000.00	4.370	4.370	1,289	01/10/2029
3130B5GJ1	24212	FEDERAL HOME LOAN BANK		03/06/2025	20,000,000.00	20,113,200.00	20,000,000.00	3.980	3.980	1,528	09/06/2029
3130B5U48	24238	FEDERAL HOME LOAN BANK		04/07/2025	20,000,000.00	19,938,600.00	20,000,000.00	3.750	3.751	1,479	07/19/2029
3130B5W87	24247	FEDERAL HOME LOAN BANK		04/14/2025	15,000,000.00	15,016,050.00	15,000,000.00	3.875	3.876	1,290	01/11/2029
3130B6QL3	24297	FEDERAL HOME LOAN BANK		06/11/2025	10,000,000.00	10,114,200.00	10,000,000.00	4.050	4.051	1,668	01/24/2030
3130B6QM1	24298	FEDERAL HOME LOAN BANK		06/11/2025	10,000,000.00	10,114,200.00	10,000,000.00	4.050	4.051	1,669	01/25/2030

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3137EAEX3	20417	FED HOME LOAN MORT CORP		12/15/2020	10,000,000.00	9,908,900.00	9,998,988.13	0.375	0.419	84	09/23/2025
3134GXHY3	21206	FED HOME LOAN MORT CORP		11/22/2021	5,000,000.00	4,844,250.00	4,979,127.32	0.750	1.190	357	06/23/2026
3135G05X7	20421	FEDERAL NATIONAL MORT. ASSOC.		12/15/2020	10,000,000.00	9,938,700.00	9,999,328.99	0.375	0.420	55	08/25/2025
	Subtotal and Average		**1,220,597,495.31**		**1,219,000,000.00**	**1,223,911,580.00**	**1,218,933,372.79**		**4.008**	**801**	
Collateralized Inactive Bank Deposi											
SYS19055	19055	Five Star Bank - PIMMA			5,000,000.00	5,000,000.00	5,000,000.00	4.272	4.272	1	
	Subtotal and Average		**5,000,000.00**		**5,000,000.00**	**5,000,000.00**	**5,000,000.00**		**4.272**	**1**	
Negotiable Certificates of Deposit											
22536JQW8	24295	Credit Agricole CIB NY		06/10/2025	10,000,000.00	10,014,500.00	10,000,000.00	4.350	4.410	374	07/10/2026
53947B3X6	24296	Lloyds Bank Corp Mkts NY		06/10/2025	25,000,000.00	25,043,250.00	25,000,000.00	4.380	4.441	374	07/10/2026
89115DZT6	24244	TORONTO DOMINION BANK NY		04/11/2025	15,000,000.00	14,992,350.00	15,000,000.00	4.280	4.339	195	01/12/2026
89115DZX7	24245	TORONTO DOMINION BANK NY		04/11/2025	10,000,000.00	9,993,100.00	10,000,000.00	4.230	4.289	227	02/13/2026
89115DA48	24260	TORONTO DOMINION BANK NY		04/25/2025	20,000,000.00	19,997,600.00	20,000,000.00	4.220	4.279	325	05/22/2026
89115D7L4	24261	TORONTO DOMINION BANK NY		04/25/2025	20,000,000.00	20,000,200.00	20,000,000.00	4.250	4.309	311	05/08/2026
	Subtotal and Average		**89,500,000.00**		**100,000,000.00**	**100,041,000.00**	**100,000,000.00**		**4.349**	**310**	
Collateralized CDs											
SYS24153	24153	Five Star Bank - CD		01/06/2025	10,000,000.00	10,000,000.00	10,000,000.00	4.150	4.208	189	01/06/2026
SYS24185	24185	Five Star Bank - CD		02/07/2025	10,000,000.00	10,000,000.00	10,000,000.00	4.190	4.248	223	02/09/2026
SYS24254	24254	River City Bank		04/19/2025	3,000,000.00	3,000,000.00	3,000,000.00	3.990	4.045	292	04/19/2026
	Subtotal and Average		**23,000,000.00**		**23,000,000.00**	**23,000,000.00**	**23,000,000.00**		**4.204**	**217**	
Supranational											
45950KDH0	24236	International Finance Corp		04/04/2025	20,000,000.00	20,547,822.22	20,568,343.37	4.250	3.770	1,462	07/02/2029
4581X0EN4	24243	INTER-AMERICAN DEVELOPMENT BNK		04/11/2025	20,000,000.00	20,347,533.33	20,227,377.03	4.125	3.975	1,325	02/15/2029
	Subtotal and Average		**40,800,354.87**		**40,000,000.00**	**40,895,355.55**	**40,795,720.40**		**3.872**	**1,394**	
Commercial Paper Disc. -Amortizing											
22533TU12	24311	Credit Agricole CIB		06/30/2025	65,000,000.00	65,000,000.00	65,000,000.00	4.260	4.320	0	07/01/2025
	Subtotal and Average		**77,663,353.33**		**65,000,000.00**	**65,000,000.00**	**65,000,000.00**		**4.320**	**0**	

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Local Agency Bond											
SYS16098	16098	Ackerman School District		04/03/2017	4,655,686.80	4,587,294.76	4,655,686.80	2.800	2.800	4,294	04/03/2037
SYS17042	17042	Mid Placer Public School Trans		12/21/2017	107,761.94	107,168.17	107,761.94	2.850	2.850	903	12/21/2027
SYS18093	18093	Mid Placer Public School Trans		01/16/2019	424,783.34	418,602.74	424,783.34	3.000	3.000	1,295	01/16/2029
16115	16115	Newcastle Elementary SD		06/30/2017	2,426,371.83	2,157,772.47	2,426,371.83	2.800	2.800	8,034	06/30/2047
SYS23342	23342	Placer Hills Fire Protection		04/03/2024	599,876.73	599,876.73	599,876.73	4.170	4.170	1,372	04/03/2029
SYS23287	23287	Placer CEO Fire		02/01/2024	752,477.70	752,477.70	752,477.70	4.000	4.000	1,311	02/01/2029
		Subtotal and Average	**9,019,113.36**		**8,966,958.34**	**8,623,192.57**	**8,966,958.34**		**3.002**	**4,677**	
mPower Placer											
2016NR-A	2016NR-A	mPower Placer		08/04/2016	2,930,646.45	2,330,713.82	2,930,646.45	3.000	3.042	4,446	09/02/2037
2017 NR	2017 NR	mPower Placer		07/06/2017	19,582.25	15,378.72	19,582.25	3.000	3.042	4,811	09/02/2038
2017 R	2017 R	mPower Placer		07/06/2017	22,503.93	17,673.24	22,503.93	3.000	3.042	4,811	09/02/2038
2018 NR	2018 NR	mPower Placer		07/26/2018	39,242.38	29,416.87	39,242.38	4.500	4.563	5,176	09/02/2039
2018 R	2018 R	mPower Placer		07/12/2018	97,469.43	84,993.34	97,469.43	4.500	4.563	5,176	09/02/2039
2018 S-NR	18003	Pioneer Community Energy		08/09/2018	260,621.29	231,145.02	260,621.29	4.500	4.563	5,176	09/02/2039
2017 S NR	2017 S-NR	Pioneer Community Energy		09/28/2017	112,093.72	85,135.18	112,093.72	3.000	3.042	4,811	09/02/2038
2017 S-R	2017 S-R	Pioneer Community Energy		07/06/2017	1,055,431.49	834,329.15	1,055,431.49	3.000	3.042	4,811	09/02/2038
2018 S-R	2018 S-R	Pioneer Community Energy		07/12/2018	875,820.78	769,522.41	875,820.78	4.500	4.563	5,176	09/02/2039
2019-20 R-1	2019-20 R-1	Pioneer Community Energy		07/11/2019	679,143.40	590,148.45	679,143.40	4.500	4.563	5,542	09/02/2040
2020-21 R1	2020-21 R1	Pioneer Community Energy		07/23/2020	657,113.95	568,738.69	657,113.95	4.500	4.563	5,907	09/02/2041
2021-22 R1	2021-22 R1	Pioneer Community Energy		08/26/2021	717,919.50	626,040.16	717,919.50	4.500	4.563	6,272	09/02/2042
2016S R-1	2016S R-1	Sierra Valley Energy Authority		01/26/2017	50,282.43	40,743.35	50,282.43	3.000	3.042	4,446	09/02/2037
		Subtotal and Average	**7,517,871.00**		**7,517,871.00**	**6,223,978.40**	**7,517,871.00**		**3.715**	**5,029**	
mPower - Folsom											
2016-IA3 #2	2016-IA3 #2	mPower Folsom		07/14/2016	71,623.85	62,835.60	71,623.85	3.500	3.549	4,446	09/02/2037
2017-IA3 #3	2017-IA3 #3	mPower Folsom		07/27/2017	27,253.69	23,005.38	27,253.69	2.750	2.788	4,811	09/02/2038
MFIA-3	MFIA-3	mPower Folsom		09/01/2015	179,632.42	158,768.11	179,632.42	3.500	3.549	4,081	09/02/2036
MF R-1	MFR-1	mPower Folsom		09/01/2015	98,593.40	88,318.00	98,593.40	3.500	3.549	4,081	09/02/2036
		Subtotal and Average	**377,103.36**		**377,103.36**	**332,927.09**	**377,103.36**		**3.494**	**4,203**	

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
		Total and Average	2,511,666,763.60		2,446,811,728.77	2,442,926,241.69	2,435,908,879.91		4.050	659

General Fund
Portfolio Management
Portfolio Details - Cash
June 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			25,181,286.00	25,181,286.00	25,181,286.00		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			995,826.31	995,826.31	995,826.31		0.000	1
		Average Balance	**0.00**							**1**
		Total Cash and Investments	**2,511,666,763.60**		**2,472,988,841.08**	**2,469,103,354.00**	**2,462,085,992.22**		**4.050**	**659**

General Fund
Purchases Report
Sorted by Fund - Fund
June 1, 2025 - June 30, 2025

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment	Principal Purchase	Accrued at Purchase	Rate at Purchas	Maturity Date	YTM	Ending Book Value
General Fund													
63873JT34	24288	1010	ACP	NATXNY	140,000,000.00	06/02/2025	06/03 - At Maturity	139,983,433.33		4.260	06/03/2025	4.260	0.00
63873JT42	24289	1010	ACP	NATXNY	140,000,000.00	06/03/2025	06/04 - At Maturity	139,983,433.33		4.260	06/04/2025	4.260	0.00
63873JT59	24290	1010	ACP	NATXNY	140,000,000.00	06/04/2025	06/05 - At Maturity	139,983,433.33		4.260	06/05/2025	4.260	0.00
63873JT67	24291	1010	ACP	NATXNY	135,000,000.00	06/05/2025	06/06 - At Maturity	134,984,024.99		4.260	06/06/2025	4.260	0.00
63873JT91	24292	1010	ACP	NATXNY	120,000,000.00	06/06/2025	06/09 - At Maturity	119,957,400.00		4.260	06/09/2025	4.262	0.00
63873JTA8	24293	1010	ACP	NATXNY	125,000,000.00	06/09/2025	06/10 - At Maturity	124,985,208.33		4.260	06/10/2025	4.260	0.00
22536JQW8	24295	1010	NCB	CANYCD	10,000,000.00	06/10/2025	07/10 - At Maturity	10,000,000.00		4.350	07/10/2026	4.350	10,000,000.00
53947B3X6	24296	1010	NCB	LBCMNY	25,000,000.00	06/10/2025	07/10 - At Maturity	25,000,000.00		4.380	07/10/2026	4.380	25,000,000.00
63873JTB6	24294	1010	ACP	NATXNY	85,000,000.00	06/10/2025	06/11 - At Maturity	84,989,941.66		4.260	06/11/2025	4.260	0.00
3130B6QL3	24297	1010	FAC	FHLB	10,000,000.00	06/11/2025	07/24 - 01/24	10,000,000.00		4.050	01/24/2030	4.051	10,000,000.00
3130B6QM1	24298	1010	FAC	FHLB	10,000,000.00	06/11/2025	07/25 - 01/25	10,000,000.00		4.050	01/25/2030	4.051	10,000,000.00
63873JTC4	24299	1010	ACP	NATXNY	60,000,000.00	06/11/2025	06/12 - At Maturity	59,992,900.00		4.260	06/12/2025	4.260	0.00
63873JTD2	24300	1010	ACP	NATXNY	55,000,000.00	06/12/2025	06/13 - At Maturity	54,993,491.66		4.260	06/13/2025	4.260	0.00
63873JTG5	24301	1010	ACP	NATXNY	30,000,000.00	06/13/2025	06/16 - At Maturity	29,989,350.00		4.260	06/16/2025	4.262	0.00
63873JTH3	24302	1010	ACP	NATXNY	50,000,000.00	06/16/2025	06/17 - At Maturity	49,994,083.33		4.260	06/17/2025	4.260	0.00
63873JTJ9	24303	1010	ACP	NATXNY	55,000,000.00	06/17/2025	06/18 - At Maturity	54,993,491.66		4.260	06/18/2025	4.260	0.00
63873JTL4	24304	1010	ACP	NATXNY	45,000,000.00	06/18/2025	06/20 - At Maturity	44,989,350.00		4.260	06/20/2025	4.261	0.00
63873JTP5	24305	1010	ACP	NATXNY	50,000,000.00	06/20/2025	06/23 - At Maturity	49,982,250.00		4.260	06/23/2025	4.262	0.00
63873JTQ3	24306	1010	ACP	NATXNY	55,000,000.00	06/23/2025	06/24 - At Maturity	54,993,491.66		4.260	06/24/2025	4.260	0.00
63873JTR1	24307	1010	ACP	NATXNY	75,000,000.00	06/24/2025	06/25 - At Maturity	74,991,125.00		4.260	06/25/2025	4.260	0.00
63873JTS9	24308	1010	ACP	NATXNY	85,000,000.00	06/25/2025	06/26 - At Maturity	84,989,941.66		4.260	06/26/2025	4.260	0.00
63873JTT7	24309	1010	ACP	NATXNY	65,000,000.00	06/26/2025	06/27 - At Maturity	64,992,308.33		4.260	06/27/2025	4.260	0.00
63873JTW0	24310	1010	ACP	NATXNY	65,000,000.00	06/27/2025	06/30 - At Maturity	64,976,925.00		4.260	06/30/2025	4.262	0.00
22533TU12	24311	1010	ACP	CACPNY	65,000,000.00	06/30/2025	07/01 - At Maturity	64,992,308.33		4.260	07/01/2025	4.260	65,000,000.00
				Subtotal	**1,695,000,000.00**			**1,694,737,891.60**	**0.00**				**120,000,000.00**
				Total Purchases	**1,695,000,000.00**			**1,694,737,891.60**	**0.00**				**120,000,000.00**

PLACER COUNTY 2024/25
Summary by Issuer
June 30, 2025

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Ackerman School District	1	4,655,686.80	4,655,686.80	0.19	2.800	4,294
Credit Agricole CIB	1	65,000,000.00	64,992,308.33	2.65	4.320	0
California Asset Mgm't Prog	1	20,000,000.00	20,000,000.00	0.82	4.450	1
Credit Agricole CIB NY	1	10,000,000.00	10,000,000.00	0.41	4.410	374
CalTRUST	1	60,000,000.00	60,000,000.00	2.45	4.450	1
FEDERAL FARM CREDIT BANK	11	215,000,000.00	214,987,850.00	8.78	4.257	1,107
FEDERAL HOME LOAN BANK	69	979,000,000.00	978,856,320.00	39.96	4.041	752
FED HOME LOAN MORT CORP	2	15,000,000.00	14,880,900.00	0.61	0.676	175
FEDERAL NATIONAL MORT. ASSOC.	1	10,000,000.00	9,979,000.00	0.41	0.420	55
Five Star Bank - PIMMA	1	5,000,000.00	5,000,000.00	0.20	4.272	1
Five Star Bank - CD	2	20,000,000.00	20,000,000.00	0.82	4.228	206
International Finance Corp	1	20,000,000.00	20,372,320.00	0.83	3.770	1,462
INTER-AMERICAN DEVELOPMENT BNK	1	20,000,000.00	20,105,120.00	0.82	3.975	1,325
Lloyds Bank Corp Mkts NY	1	25,000,000.00	25,000,000.00	1.02	4.441	374
Mid Placer Public School Trans	2	532,545.28	532,545.28	0.02	2.970	1,216
mPower Folsom	4	377,103.36	377,103.36	0.02	3.494	4,203
mPower Placer	7	5,674,358.38	5,674,358.38	0.23	3.511	4,249
Newcastle Elementary SD	1	2,426,371.83	2,426,371.83	0.10	2.800	8,034
Placer Hills Fire Protection	1	599,876.73	599,876.73	0.02	4.170	1,372
Public Finance Authority	1	384,882.13	392,579.77	0.02	4.894	4,840
Pioneer Community Energy	7	4,358,144.13	4,358,144.13	0.18	4.155	5,426
PLACER COUNTY CASH	2	26,177,112.31	26,177,112.31	1.07	0.000	1
Placer CEO Fire	1	752,477.70	752,477.70	0.03	4.000	1,311

PLACER COUNTY 2024/25
Summary by Issuer
June 30, 2025

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
River City Bank	1	3,000,000.00	3,000,000.00	0.12	4.045	292
Sierra Valley Energy Authority	1	50,282.43	50,282.43	0.00	3.042	4,446
TORONTO DOMINION BANK NY	4	65,000,000.00	65,000,000.00	2.65	4.304	276
U. S. TREASURY COUPON	50	895,000,000.00	871,659,169.83	35.58	4.034	500
Total and Average	**176**	**2,472,988,841.08**	**2,449,829,526.88**	**100.00**	**4.007**	**652**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Amending the Appropriations Limit for the City and the Special Districts for Fiscal Year 2024/25

Date: August 12, 2025

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

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Amending the Appropriations Limit for the City of Rocklin and the Special Districts for Fiscal Year 2024/25.

Background:

California Constitution Article XIIIB limits the level of most appropriations from tax sources that most local government entities are permitted to make in any given year. The limit for each year is equal to the limit for the prior year, adjusted for changes in the cost-of-living and population. Article XIIIB also requires local governments to return to taxpayers any tax revenues in excess of the amount that can be appropriated in any given fiscal year.

With respect to Special Districts, while the portion of Community Facilities Districts (CFD's) that addresses bond indebtedness is exempt from the State appropriations limit, those Districts that have a service component are required to have an appropriation limit placed on the Districts' service appropriations. Base appropriation limits for the CFD's are established in the Districts' original formation documents and recalculated annually on population and per capita income changes. The law impacts CFD No. 1, CFD No. 5, and CFD No. 6.

Each year, the State Department of Finance is required to transmit an estimate of the percentage change in population of local governments (Revenue and Taxation Code, Section 2227). The annual appropriation limit is allowed to increase by the jurisdiction's population growth percentage and the statewide growth in personal income.

- The State Department of Finance revised the January 1, 2024 population for Placer County to 420,436 from the original estimate of 412,844.
- This revision increased the percentage change in population for the 2024/25 appropriations limit to 2.52% from the original estimate of .67%.
- The City's 2024/25 appropriations limit has been amended to $66,793,133 from the original estimate of $65,586,029.

- CFD No.1 Special District's 2024/25 appropriations limit has been amended to $11,716,211 from the original estimate of $11,504,472.
- CFD No. 5 Special District's 2024/25 appropriations limit has been amended to $71,022,664 from the original estimate of $69,739,121.
- CFD No. 6 Special District's 2024/25 appropriated limit has been amended to $8,781,842 from the original estimate of $8,623,134.

Fiscal Impact:
There is no fiscal impact resulting from the adoption of the amended appropriations limit for the City and Special Districts.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Citywide
3. Resolution Exhibit B - Special Districts

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AMENDING THE APPROPRIATIONS LIMIT FOR THE CITY OF ROCKLIN AND THE SPECIAL DISTRICTS FOR FISCAL YEAR 2024/25

WHEREAS, Article XIIIB of the Constitution of the State of California provides that the total annual appropriations subject to limitation of the State and of each local government shall not exceed the appropriations limit of such entity of government for the prior year adjusted for changes in the cost of living and population except as otherwise provided in said Article XIIIB; and

WHEREAS, pursuant to said Article XIIIB of the Constitution of the State of California, and Section 7910 of the California Government Code, which implements Article XIIIB, the City is required to establish its appropriations limit for each fiscal year and make other necessary determinations for the following fiscal year; and

WHEREAS, the documentation used in the determination of the City's appropriations limit has been made available to the public for fifteen days prior to the date of adoption of this resolution.

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

Section 1. The estimated actual appropriations for the City of Rocklin for fiscal year 2024/25 is $47,269,800 and will not exceed the $66,793,133 appropriations limit as amended for the 2024/25 fiscal year.

Section 2. The amended appropriations limit for the City of Rocklin for fiscal year 2024/25 is $66,793,133, as set forth in Exhibit "A" attached hereto.

Section 3. The estimated actual appropriations for the Community Facilities District No. 1 for fiscal year 2024/25 is $2,410,200 and will not exceed the $11,716,211 appropriations limit as amended for the 2024/25 fiscal year.

Section 4. The amended appropriations limit for the Community Facilities District No. 1 for fiscal year 2024/25 is $11,716,211, as set forth in Exhibit "B" attached hereto.

Section 5. The estimated actual appropriations for the Community Facilities District No. 5 for fiscal year 2024/25 is $7,311,200 and will not exceed the $71,022,664 appropriations limit as amended for the 2024/25 fiscal year.

Section 6. The amended appropriations limit for the Community Facilities District No. 5 for fiscal year 2024/25 is $71,022,664, as set forth in Exhibit "B" attached hereto.

Section 7. The estimated actual appropriations for the Community Facilities District No. 6 for fiscal year 2024/25 is $380,400 and will not exceed the $8,781,842 appropriations limit as amended for the 2024/25 fiscal year.

Section 8. The amended appropriations limit for the Community Facilities District No. 6 for fiscal year 2024/25 is $8,781,842, as set forth in Exhibit “B” attached hereto.

Section 9. The compound factor used in calculating the 2024/25 appropriations limit was 1.0624, which represents the annual change in County population and California per capita income.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

City of Rocklin - Citywide
Appropriations Limit

Appropriations Year		Price Factor		Population Factor		Calculation Factor	Prior Year Limit	Current Year Limit
2024/25 **original**		1.0362	a	1.0067	b	1.0432	62,870,043	65,586,029
2024/25 **amended**	*	1.0362	a	1.0252	b	1.0624	62,870,043	66,793,133

* The calculations for FY 2024/25 are derived from the State Department of Finance (DOF) estimate of the percent change in per capita cost of living (a - Price Factor) and the percentage change in population (b - Population Factor) of local governments as outlined in the California Revenue and Taxation Code, Section 2227. DOF releases revised population factors in the year following the estimate which results in an amended appropriations limit calculation.

Appropriation Limit Supporting Calculations

Description	County
Revised 2024/25 Population Factor:	
Revised 1/1/24 DOF population	420,436
Revised 1/1/23 DOF population	410,085
Revised Population Factor	**1.0252**
Percent Increase	**2.52**

City of Rocklin - Special Districts
Appropriations Limit

Appropriations Year	Price Factor		Population Ratio		Calculation Factor	CFD No. 1 Current Year Limit	CFD No. 5 Current Year Limit	CFD No. 6 Current Year Limit
2024/25 **original**	1.0362	a	1.0067	b	1.0432	11,504,472	69,739,121	8,623,134
2024/25 **amended** *	1.0362	a	1.0252	b	1.0624	11,716,211	71,022,664	8,781,842

Appropriation Limit Supporting Calculations

Description	County
Revised 2024/25 Population Factor:	
Revised 1/1/24 DOF population	420,436
Revised 1/1/23 DOF population	410,085
Revised Population Factor	**1.0252**
Percent Increase	**2.52**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2025-2028 Memorandum of Understanding with Rocklin Firefighters, Local 522

Date: August 12, 2025

Submitted By: Tameka Usher, Administrative Services Director

Department: Administrative Services - Human Resources

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Negotiated Memorandum of Understanding Between the City of Rocklin and the Rocklin Firefighters, Local 522, for the term of July 1, 2025 - June 30, 2028 and Adopt the Updated Fire Salary Schedule.

Background:
Title 2 of the California Code of Regulations, Section 570.5 requires the City's salary schedules to be adopted at a public meeting. The term of the current Memorandum of Understanding (MOU) between the City of Rocklin (City) and Rocklin Firefighters, Local 522 (Local 522), ended on June 30, 2025.

Pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), representatives of Local 522 and the City have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the represented employees. The City and Local 522 jointly prepared a successor MOU for the term of July 1, 2025, through June 30, 2028, reflecting mutually agreed-upon revisions to certain terms and conditions, which were reached via tentative agreement on June 30, 2025. Staff recommends the City Council adopt the Resolution (Attachment 1) approving the MOU and the associated updated salary schedule. Because a tentative agreement was reached before the previous MOU expired, staff also recommends the agreement be retroactively approved effective as of July 12, 2025, which is the first full pay period in July.

Subject to the provisions in the MOU, those revised terms and conditions with a City cost impact are summarized below, along with the estimated annual cost.

1. Effective July 12, 2025, the City will increase base wages for all classifications in this unit by 2.0%. Estimated cost $122,600.
2. Effective the first full pay period of July 2026, the City will increase base wages for all classifications in this unit by 2.0%. Estimated cost $251,000.
3. Effective the first full pay period of July 2027, the City will increase base wages for all

classifications in this unit by 2.0%. Estimated cost $409,500.

4. Effective the first full pay period of January 2028, the City will increase base wages for all classifications in this unit by 1.0%. Estimated cost $37,200.
5. Effective July 12, 2025, the City will increase the paramedic pay incentive by $150. Estimated cost for the duration of the contract $159,600.
6. Effective July 12, 2025, the City will implement longevity pay at 2.5% after completion of 20 years of employment with the City's Fire Department. Estimated cost for the duration of the contract $109,000.
7. Effective January 1, 2026, the City will contribute 100% of the 2026 Kaiser Employee +1 medical premium. Estimated maximum cost for the duration of the contract $1,192,000, assuming that all employees select an equivalent cost medical plan.

Other Terms and Conditions which are recommended for update, and which have little or unknown direct cost impact include, but are not limited to:

- Change the union name from Rocklin Firefighters' Union Local 3847 to Rocklin Firefighters, Local 522.
- Creation of a Field Training Officer Pay at 5% when the Chief or Deputy Fire Chief designates staff as a Field Training Officer.
- Increase salary upon promotion from 5% to a minimum of 10%.
- For the salary survey agencies, the City will remove the City of Chico and include the City of Lincoln.
- Effective July 12, 2025 adding a health opt-out incentive of $350 for employees only and $325 for employees + one and family. Employees are only eligible if they do not select a City medical plan and show proof of other equivalent medical coverage.
- Agreement to continue negotiating retirement medical benefits for employees hired on or after July 1, 2025.
- Agreement to use the updated performance evaluation documents.
- Additional "housekeeping" language changes are included in the recommended MOU.

Fiscal Impact:
The total estimated fiscal impact of the three year MOU is $2,280,900, broken down as follows:

Year 1: $592,000
Year 2: $737,000
Year 3: $951,900

Sufficient funds are available in the Fiscal Years 2025/26 & 2026/27 Operating Budget for the first two years' costs; costs for year three will be included in during subsequent budget preparation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit 1 - Fire MOU
3. Resolution Exhibit 2 - Fire Salary Schedule
4. Rocklin Firefighters, Local 522 MOU Red-line

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE NEGOTIATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND ROCKLIN FIREFIGHTERS, LOCAL 522, FOR THE TERM OF JULY 1, 2025 - JUNE 30, 2028 AND ADOPT AN UPDATED FIRE SALARY SCHEDULE

WHEREAS, the term of the former Memorandum of Understanding (MOU) between the City of Rocklin (City) and the Rocklin Firefighters, Local 522 (Local 522) ended on June 30, 2025 (Resolution No. 2022-159); and

WHEREAS, representatives of the City and representatives of Local 522 have met and negotiated in good faith and have mutually agreed on the terms of a proposed MOU (referred to herein as the successor MOU) for the period of July 1, 2025 – June 30, 2028; and

WHEREAS, members of Local 522 voted to ratify the negotiated terms and conditions contained within the proposed successor MOU; and

WHEREAS, upon approval by the City Council of the successor MOU, the base salary and related aspects of benefits of Local 522 employees will increase, which will require the adoption of the revised salary schedule, which accompanies this Resolution; and

WHEREAS, the City's Lead Negotiator and outside legal counsel (Liebert, Cassidy, Whitmore law firm), has reviewed and signed the successor MOU, confirming approval as to form, content, and legal sufficiency;

WHEREAS, the negotiated successor MOU is hereby presented to the City Council for final approval and adoption.

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

Section 1. The successor Memorandum of Understanding between the City of Rocklin and Rocklin Firefighters, Local 522, for the period July 1, 2025, through June 30, 2028, which is attached and incorporated hereto as Exhibit "1," is approved and adopted. The City Manager is authorized to sign the MOU on behalf of the City.

Section 2. Effective July 12, 2025, the updated Fire Salary Schedule, which is attached and incorporated hereto as Exhibit "2," is adopted.

Section 3. The following payments are hereby approved effective retroactively July 12, 2025:

For all Local 522 employees, an increase in base salary of 2.0%.

For Local 522 employees who hold a paramedic license, a paramedic pay increase of $150 per month.

For Local 522 employees who met the MOU's criteria for longevity pay (completion of 20 years of employment with the City's Fire Department) prior to July 12, 2025, longevity pay of 2.5% of base salary.

Section 4. The following salary increases for all classifications of employees in Local 522 are hereby approved:

a. Effective the first full pay period of July 2026, the City will increase base salary by 2.0%.
b. Effective the first full pay period of July 2027, the City will increase base salary by 2.0%.
c. Effective the first full pay period of January 2028, the City will increase base salary by 1.0%.

Section 5. In accordance with and as further detailed in the successor MOU, effective January 1, 2026, the City will provide medical benefits contributions at the PEMHCA minimum and will contribute up to 100% of the 2026 Kaiser Employee +1 medical premium to the cafeteria plan.

Section 6. In accordance with and as further detailed in the successor MOU, effective July 12, 2025, the City will provide a health coverage reduction incentive of a maximum of $350 per month for employees who choose to decline the City's "Employee Only" coverage or a maximum of $325 per month for Employees who choose to decline the City's "Employee + One and Family" Plan and $325, respectively, for declination of the "Employee Only option or Employee + One and Family" plan option.

Section 7. In accordance with and as further detailed in the successor MOU, effective July 12, 2025, the City will provide Field Training Officer Pay, at 5% of the Employee's base hourly rate of pay, for all hours worked pursuant to the Chief or Deputy Fire Chief's designation of eligible staff as a Field Training Officer.

Section 8. In the event of a conflict between the provisions of this Resolution and the successor MOU, the language in the successor MOU shall control.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

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EXHIBIT A

MEMORANDUM OF UNDERSTANDING

City of Rocklin
and
Rocklin Firefighters, Local 522

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Memorandum of Understanding

CITY OF ROCKLIN
AND
ROCKLIN FIREFIGHTERS, LOCAL 522



Term of Agreement
July 1, 2025 — June 30, 2028

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MEMORANDUM OF UNDERSTANDING
CITY OF ROCKLIN AND ROCKLIN FIREFIGHTER'S, LOCAL 522

ENTERED into this 12th day of August , 2025 by the CITY OF ROCKLIN, a municipal corporation of the State of California (hereinafter referred to as "City") and the ROCKLIN FIREFIGHTER'S, LOCAL 522 (hereinafter referred to as "Union") as follows:

RECITALS

Parties hereto have met and conferred in good faith pursuant to the provisions of the Meyers-Milias-Brown Act of the State of California and the Employer-Employee Relations Policy of the City.

Parties hereto wish to memorialize their understanding concerning those wages, hours, and terms and conditions of employment which were the object and subject of such meet and confer sessions.

NOW, THEREFORE, the parties hereto do adopt this Memorandum of Understanding (hereinafter referred to as "MOU") as follows:

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SECTION I-GENERAL

ARTICLE 1. DEFINITIONS

A. Base Rate – The employee's hourly rate, with no additional incentives.

B. CalPERS Member (Classic) – These are employees who are CalPERS members, and meet the definition of a Classic Member as determined by CalPERS.

C. CalPERS New Member (PEPRA) – These are employees who are CalPERS members hired on or after January 1, 2013, and meet the definition of a PEPRA Member as determined by CalPERS.

D. City – The City of Rocklin.

E. Day – A period of time between any midnight and the midnight following unless defined differently in a particular article or section.

F. Employee – Those employees covered by the City of Rocklin under this MOU.

G. Grievance (Pursuant to Article 10, Grievance Procedure) – A claimed violation, misapplication, or misinterpretation of a specified provision of this MOU which adversely affects the grievant or a perceived violation of the employees' rights under the Meyers-Milias-Brown Act.

H. Grievant (Pursuant to Article 10, Grievance Procedure) – An employee in the Union who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.

I. Meyers-Milias-Brown Act (M.M.B.A.) – Chapter 10 of Division 4 of Title 1 of the Government Code, commencing with Section 3500, having to do with employer-employee relations as the same reads or as it may be amended to read.

J. MOU – This Memorandum of Understanding.

K. Overtime Hours – Hours worked in excess of the regular schedule. Overtime hours may include shift extension, extra shift assignment, and special assignment.

L. Overtime Rate – The employee's base rate plus any special forms of compensation.

M. Personnel Rules – The rules and regulations for personnel and employees of the City, as

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adopted and amended by the City Council.

N. Premium Pay – One half of the employee's overtime rate.

O. Reasonable Suspicion (Pursuant to Article 11, Drug, Alcohol, and Substance Abuse Policy) – A belief based on objective and articulated facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

P. Skelly Officer – The appropriate City official.

Q. Supervisor – The individual who is directly responsible for the day-by-day assignment, review of performance, and direction of the work of an employee.

R. Union – Rocklin Firefighter's, Local 522.

S. Union Business – Approved Union/City business that is directly related to the City's Employer/Employee Resolutions.

T. Working Day – A day the City Manager's office is open for business.

ARTICLE 2. EMPLOYEE RIGHTS

The provisions of the MOU shall be applied equally to all employees without favor or discrimination because of race, color, creed, age, sex, marital status, national origin, ancestry, political or religious opinions or affiliations or physical or mental disability.

The parties to the MOU recognize and acknowledge the Firefighter Bill of Rights (Government Code Sections 3250-3262), as it relates to firefighter personnel within the City of Rocklin.

This section is not grievable.

ARTICLE 3. RECOGNITION

The City recognizes the Union as the exclusive representative for full-time employees that are assigned to the classifications of Fire Battalion Chief, Fire Captain, Fire Engineer, and Firefighter.

ARTICLE 4. TERM

This MOU shall be effective July 1, 2025, and shall remain in full force and effect through June 30, 2028. This MOU may be extended beyond June 30, 2028 by mutual agreement of the parties.

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ARTICLE 5. PRIOR AGREEMENTS SUPERSEDED

This Agreement is intended as a MOU setting forth in full the entire agreement between the City and the Union regarding the matters covered hereby. All prior MOUs or agreements concerning the subjects of this MOU shall be null and void. All rights, privileges, and benefits not expressly changed by this MOU remain unchanged.

ARTICLE 6. PERSONNEL RULES

The Personnel Rules of the City are no longer incorporated within this MOU. The City agrees to meet and confer with the Union over any proposed change to the wages, hours, and working conditions of employees in the bargaining unit prior to presenting it to the City Council for consideration, approval, and adoption.

ARTICLE 7. CITY RIGHTS & RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers, and authority exercised and held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by City and not abridged herein, include but are not limited to the following, subject to the requirements of this MOU and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees, to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

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ARTICLE 8. COMPLETION OF BARGAINING

A. Waiver

The parties mutually agree that during the term of the MOU, they unqualifiedly waive the right to and will not seek to negotiate or bargain wages, hours and terms and conditions of employment whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to the MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

B. Prohibition of Concerted Actions

The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of this jurisdiction. Rocklin Firefighter's, Local 522 (RFF) agrees that under no circumstances during the term of this MOU will the RFF recommend, encourage, cause or permit its members to initiate, recognize, or participate in any strike, sit-down, stay-in, sick-out, slow-down, (hereinafter collectively referred to as a work stoppage), or picketing related to collective bargaining matters, in any office or department of this jurisdiction, that would curtail any work, restrict any production, or interfere with any operation of the City. In the event of a work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

ARTICLE 9. SOCIAL SECURITY REOPENER

Should the Federal government or a court of competent jurisdiction determine that Social Security is applicable to employees of public agencies, the City and the Union agree to meet and confer promptly to determine ways to mitigate the cost impact of the mandate on the City and the employee.

ARTICLE 10. SEVERABILITY

If any provision of this MOU or the application of such provision to any persons or circumstances shall be held invalid, the remainder of this MOU or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

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SECTION II-COMPENSATION

ARTICLE 1. SALARIES

A. Survey Agencies

The parties agree that the following agencies will be used for salary surveys:

Sacramento Metropolitan Fire District
City of Lincoln
City of Davis
City of Folsom
City of Yuba City
City of Roseville
So. Placer Fire Protection District
City of West Sacramento
City of Woodland

B. Salaries

1. During the term of this Agreement, salaries for all classifications will be adjusted as follows:

Effective	Adjustment
July 12, 2025	2.0 % base salary adjustment
First full pay period of July 2026	2.0% base salary adjustment
First full pay period of July 2027	2.0% base salary adjustment
First full pay period of January 2028	1.0% base salary adjustment

C. Salary Schedules

The salary schedules for each job classification in the Rocklin Firefighter's, Local 522 bargaining unit are set forth in the Base Salary Step Schedule of this Agreement. It is understood that implementation of any salary increase may vary slightly due to the impact of rounding.

Effective the first full pay period in July 2022, the Salary Schedule shall consistent of ten (10) steps (1 through 10). Each step shall be approximately 3.5% higher than the previous step.

D. Salary Upon Promotion

Upon promotion, an employee shall be placed at a step in the new salary range that provides a minimum salary increase of 10% of their base compensation unless such increase exceeds the maximum of the salary range for the new position. In that case, the

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employee will be placed at the top step of the new salary range. Promotions shall become effective at the beginning of a pay period.

ARTICLE 2. OUT OF CLASS PAY

A. When it is required to meet operational needs that an employee perform a majority of the essential duties of a position in a higher classification, payment for such out- of-classification work shall be five percent (5%) above the base rate of the employee's current step only while working in the out-of-class assignment.

B. Eligibility to receive out of class compensation for working in a higher classification shall be subject to the following conditions:

1. The assignment to work out of class must be made by the Fire Chief or his/her designee.

2. Employees receiving out of class compensation must be qualified to perform in the higher classification and must have a completed Department task book for the higher classification signed by the Fire Chief or the Fire Chief's designee.

3. Employees who are selected to work in an out of class position have been thoroughly tested and certified by the City and are qualified to serve in that position. Said employees will be eligible to receive out of class compensation upon being assigned to perform in such position. All hours assigned and worked in the higher classification shall be paid as in Section I above.

ARTICLE 3. CERTIFIED PAY

A. Regular full-time employees hired prior to February 1, 2014 who hold a current EMT 1 certificate shall receive additional compensation in the amount of one-hundred dollars ($100.00) per month (forty-six dollars and fifteen cents [$46.15] per pay period). This additional compensation shall only be paid while such employee's certification is current with the local EMS Agency (LEMSA) and in effect, and is contingent upon verification of the certification.

B. In addition to being paid the same monthly salary as a Firefighter in accordance with the salary schedule in effect between the City and the Union, regular Firefighter/Paramedics who are required to hold a current paramedic certificate shall receive additional compensation in the amount of six -hundred and fifty dollars ($650) per month (three hundred dollars [$300] per pay period). Regular Fire Battalion Chiefs, Fire Captains, Fire Engineers, and Firefighters who are authorized to hold a paramedic certification shall receive additional compensation in the amount of five-hundred ($500) per month (two-hundred and thirty dollars and seventy-seven cents [$230.77] per pay period). This additional compensation shall only be paid while such employee's certification is current

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with the local EMS Agency (LEMSA) and in effect, and is contingent upon verification of the certification. Employees who are receiving paramedic pay are not eligible for EMT pay.

The employee shall pay the costs of paramedic recertification from the State of California. The City shall pay for additional associated costs of maintaining the paramedic certification.

ARTICLE 4. EDUCATION INCENTIVE PAY

A. Each employee shall be eligible for education incentive pay. The employee will be paid in each biweekly payroll. Payment of education incentive will begin effective the first day of the pay period following the date of the award of the certificate or degree, provided the Human Resources Office receives timely notification and acceptable proof of such award as described below. If notification and acceptable proof are not filed within the timelines herein specified, payment of education incentive will begin effective the first day of the pay period following receipt of the appropriate documentation in the Human Resources Office.

B. For Company Officer and Chief Officer certificates, proof that all of the required coursework has been completed for the respective certificate will be considered acceptable proof of accomplishment.

C. For college degrees, a certified copy of the college transcripts or a copy of the diploma will be considered acceptable proof of accomplishment. In order to be considered timely in giving notice for education incentive, the employee must submit a memo to the Human Resources Office notifying the City of his/her intention to apply for education incentive within thirty (30) days following the end of the semester or quarter in which the degree was earned. If such timely notice is given education incentive pay shall be retroactive to the date of the accomplishment.

D. It is the responsibility of each employee to notify Human Resources of his/her eligibility for education incentive and to provide the appropriate documentation in accordance with the above.

E. Each employee is eligible for education incentive pay as listed below:

Associate's Degree or 60 Units	$275.00/Mo.
Bachelor's Degree	$325.00/Mo.
Master's Degree	$350.00/Mo.
Company Officer Certificate	$75.00/Mo.
Chief Officer Certificate	$125.00/Mo.

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The incentive pay for degrees, certificates, and units listed above is non-cumulative, and is paid at the highest rate for which an employee is eligible. Employees who are eligible for incentive pay for degrees and units listed above and who possess a Company Officer or Chief Officer certificate, will be eligible to receive both the degree or unit incentive and the certificate incentive.

ARTICLE 5. OVERTIME COMPENSATION

The City has adopted the twenty-four (24) day work period for Fire safety employees subject to the FLSA. This was adopted pursuant to Section 207(k) of the Code.

A. Premium Pay

1. Under the twenty-four (24)-hour shift schedule outlined in Article 4 (Hours of Work) in this MOU, the hours scheduled to be worked in each work period will be one hundred ninety-two (192) hours. Overtime premium pay at one-half the overtime rate will be paid for all hours in paid status in excess of one hundred eighty-two (182) hours in the work period. All time with the exception of overtime, will be used to reach the one hundred eighty-two (182) hour ceiling. The premium pay shall be calculated and paid in the pay period in which the 24-day work period ends. Credit for hours worked during a voluntary shift trade will be given to the employee originally assigned to the shift.

2. When an employee is out on industrial leave and receiving salary continuation as required by Labor Code 4850, the employee will be compensated at his or her regular 4850 rate, and will not receive premium pay.

B. Overtime Pay

1. Overtime hours shall be defined as hours worked in excess of the regular schedule. Overtime hours may include:

   (a) Shift Extension (before or after shift)
   (b) Extra shift assignment
   (c) Special assignment

   Overtime hours will not be paid for voluntary shift trades.

2. Overtime hours shall be paid at the rate of one and one-half (1.5) times the overtime rate. Overtime shall be paid for all time worked while assigned to work in accordance with II.

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A. 1., 2., or 3., above. Overtime hours shall be paid with the pay period in which it was earned.

3. For non-exempt classifications assigned to eight (8) hour shifts, all hours worked in excess of forty (40) hours per week in paid status shall be considered overtime and shall be paid at an overtime rate.

4. When an employee is out on industrial leave and receiving salary continuation as required by Labor Code 4850, the employee will be compensated at his or her regular 4850 rate, and will not receive overtime pay.

C. Strike Team Pay

All Personnel will be compensated (portal to portal) beginning at the time of dispatch to their return to jurisdiction when equipment and personnel are in service and available for agency response. This agreement will apply to all personnel dispatched to the incident regardless of their assignment. Examples include, but not limited to, assignments such as a fire line medic, as overhead assignment or directly on the fire line. While on a strike team deployment, personnel will be compensated at their regular rate during their normally assigned shifts and at the overtime rate on days which they are not normally assigned.

ARTICLE 6. CALL BACK PAY

When an employee is called back to work outside of and not continuous with his scheduled shift, the employee shall receive a minimum of three (3) hours pay at one and one-half (1.5) times their overtime rate. Should the call back continue beyond three (3) hours, additional time shall be credited in one-half (1/2) hour increments.

Employees who receive a mandatory call back to duty after there has been at least a fifteen (15) minute elapsed period since the end of their prior shift shall be entitled to be compensated for a minimum period of three (3) hours at one and one-half (1.5) times their overtime rate. An employee will be paid for all time worked in excess of the three (3) hour minimum at one and one-half (1.5) times his/her overtime rate.

Employees who respond to a non-mandatory call back to duty will be paid for all time worked as a result of the call back at one and one-half (1.5) times their overtime rate.

Employees who unilaterally choose to return to duty as responders shall not be entitled to the three (3) hour minimum call back provision. They will, however, be compensated at the overtime rate for all time worked as a responder.

Voluntary shift-trades arranged between employees are not subject to call-back pay nor to

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overtime compensation.

Employees shall be selected for call-back assignments at the discretion of the Fire Chief or his/her designee.

Mandatory Call Back:

For purposes of this section, call back is mandatory under the following circumstances:

A. In case of emergency or potential emergency, as determined by the City Manager, Fire Chief or designee.

B. To maintain staffing in accordance with the City's adopted level of service.

All other call backs are considered non-mandatory.

ARTICLE 7. COURT/ DEPOSITION TIME

When a court/deposition appearance is required on a job-related matter, the employee will be compensated as follows:

A. If the court/deposition appearance is on a regularly scheduled shift, the employee will be compensated as if on regular job assignment;

B. If the court/deposition appearance is on a non-scheduled shift day, the employee will be compensated at the rate of one and one-half (1.5) his/her overtime rate of pay with a minimum compensated time of four (4) hours.

C. If a court/deposition appearance scheduled on a non-shift day is canceled with less than sixteen (16) hours' notice, the employee will be compensated for two (2) hours at an overtime rate (one and one-half [1.5] times the defined overtime rate).

D. If a court/deposition appearance is on a day when the employee is out on industrial leave and receiving salary continuation as required by Labor Code 4850, the employee will be compensated at his or her regular 4850 rate.

ARTICLE 8. LONGEVITY PAY

Employees will receive longevity pay after completing twenty (20) years of service with the Fire Department in the amount of two and one-half percent (2.5%) calculated on their base hourly rate of pay beginning the pay period following completing twenty years of service.

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ARTICLE 9. FIELD TRAINING OFFICER PAY

Paramedics will receive Field Training Officer (FTO) training designated by the Fire Chief. Once trained, Paramedics will receive additional compensation in the amount of five percent (5%) of their base hourly rate of pay for all hours the Fire Chief or Deputy Fire Chief direct them to function as an FTO and train their assigned trainee.

ARTICLE 10. COMFORT CANINE HANDLE COMPENSATION AND ASSIGNMENT

A. Food, special food supplements, equipment and maintenance including all veterinary, medical expenses, medications, training, crates and bedding, leashes and harnesses, toys, grooming, treats, medical insurance, and upkeep related costs will be provided by the Hearts 4 Heroes Foundation unless the City becomes the owner of the canine, at which time the City will become responsible for these expenses. The City will not reimburse a canine handler for expenses associated with the canine and it is the City's understanding that Hearts 4 Heroes will not reimburse for these expenses unless they were pre-approved in-writing.

B. The lead comfort canine handler will be compensated for thirty (30) minutes each day of off-duty time caring for the canine. The handler will be compensated for this time at time and one-half of the employee's base hourly rate of pay for each off-duty day of canine care, except on off-duty days when a secondary handler cares for the canine. The handler will also be compensated at one-half of the employee's base hourly rate of pay for all mandatory canine related training at the approval of the Fire Chief or his/her designee.

C. When a City employee serves as a secondary comfort canine handler, they will be compensated for thirty (30) minutes each day of off-duty time caring for the canine. The secondary handler will be compensated for this time at time and one-half of the employee's base hourly rate of pay for each off-duty of canine care. When not caring for the canine due to being on leave or otherwise not available during off-duty days, the lead handler shall not receive handler compensation. Both the lead and secondary handler shall not be compensated for the same calendar day.

D. The lead comfort canine handler must be on the Peer Support Team.

E. When the comfort canine is retired from duty the lead comfort canine handler will assume full ownership of the canine and will pay all future costs.

SECTION III-BENEFITS AND REIMBURSEMENTS

ARTICLE 1. HEALTH AND OTHER BENEFITS

A. Availability and Eligibility

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The City agrees to offer insurance benefits covering medical, dental, vision, life and AD&D for those employees who are qualified in accordance with plan specifications. Dependent coverage will be offered only on the medical, dental, and vision plans. The City shall continue to offer retirees to receive medical benefits pursuant to Public Employee Retirement System (PERS) Health Benefits Division regulations. Eligibility for premium contribution for retiree health benefits shall be governed by Article 5 – Retiree Health Benefits.

B. Selection of Carriers

The employee shall choose a medical insurance plan from those plans offered by the City and made available in this geographic area through the Health Benefits Division of PERS. The dental, vision, life and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to unit members are substantially the same or better.

C. Premiums

1. Vision

The City shall pay up to the entire premium cost for family level coverage.

2. Life and Accidental Death and Dismemberment

The City shall provide basic life and accidental death and dismemberment insurance in the amount of $50,000

3. Medical Plan

The City offers eligible employees enrollment in a CalPERS medical plan under the Public Employee's Medical and Hospital Care Act (PEMHCA).

From July 1, 2025 until the end of the 2025 benefit year, or as soon as the City can administratively start based on CalPERS's approval, the City will make a direct monthly contribution towards the premium cost for the PEMHCA medical insurance plan and coverage level selected by each participating employee up to a maximum of $1,200 per month. Employees shall be responsible for the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution. To the extent a participant does not utilize the entire $1,200 toward medical premiums, the remainder shall be retained by the City and shall not be cashed out or applied to other benefits.

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Commencing January 1, 2026the City will make a direct monthly contribution towards the premium cost or the PEMHCA medical insurance plan and coverage level selected by each participating in an amount equal to the current PEMHCA minimum. The PEMHCA minimum is prescribed by Government Code section 22892 and adjusted annually by CalPERS. The City will also provide a separate cafeteria plan contribution described in Section 5 of this Article.

4. Dental Premiums

The City shall pay for an eligible employee's dental premiums up to the PPO Basic Dental Plan at the family level coverage.

Employees who select the Dental Plan-PPO enhanced option ($1,500 calendar year maximum) shall pay the difference in any monthly premium cost for dental coverage that exceeds the City's direct contribution. Such payments may be made pre-tax through payroll deductions over twenty-four (24) benefit pay periods.

5. Cafeteria Plan

The City maintains a cafeteria plan, pursuant to Section 125 of the Internal Revenue code and related regulations, for the purposes of offering employees access to various health and welfare benefits.
All eligible employee must enroll in one of the PEMHCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage that meets the eligible opt-out arrangement requirements listed below.

From July 1, 2025 until the end of the 2025 benefit year, or as soon as the City can administratively start based on CalPERS's approval of the PEMHCA minimum contribution, the City shall contribute one hundred and fifty ($150) per month (" Flex Dollar") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the qualified benefits, including medical or dental premiums, offered by the city under the Section 125 plan document. Flex Dollars may not be cashed out.

Commencing January 1, 2026 or as soon as the City can administratively start based on CalPERS approval of the PEMHCA minimum contribution, for full-time regular employees, the City will provide a cafeteria plan contribution for the employee's PEMHCA medical plan set at 100% of the Kaiser plan at the employee plus one coverage level ($2,225.80 for 2025 (Kaiser employee +1 tier)), minus the PEMHCA minimum contribution. For part-time regular employees the City will make a cafeteria plan contribution for the employee's PEMHCA medical plan at a pro-rated percentage of the Kaiser employee + 1 tier equivalent to the fraction of the FTE position authorized by the City Council, minus the PEMHCA minimum

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contribution.

Any increases to the PEMHCA minimum contribution during the term of this contract will result in a corresponding decrease to the amount of the additional City cafeteria plan contribution, so that the total maximum City contribution to the cafeteria plan and to CalPERS directly never exceeds the Kaiser employee +1 tier premium described above.

The City contribution to the cafeteria plan shall be adjusted annually based on the January 1 premium payment for the Kaiser employee + 1 tier in the manner described below.

The City will pay 100% of the 2026 Kaiser employee +1 tier. The City will pay eighty percent (80%) of the health insurance premium increase starting with the plan year 2027. The employees will pay twenty percent (20%) of the health insurance premium increase, if any, starting in plan year 2027.

In the event an employee subscribes to a PEMHCA medical plan with a lower monthly premium than that of the Kaiser employee + 1 tier, the City will pay up to but not more than 100% of the premium for that plan. If the employee selects a PEMHCA medical plan with a higher monthly premium, then the employee will pay the balance.

In the event an employee 1) subscribes to a PEMHCA medical plan with a lower monthly premium than that of the Kaiser employee + 1 tier or 2) declines the City medical insurance and takes the Health opt out, the employee shall only be eligible to use a maximum of $150 toward purchasing other health benefits under the cafeteria plan, including the Health Flexible Spending Plan.
In no event shall the cafeteria dollars have cash value.

D. Payroll Deduction

Employees who elect benefits that require payment of premiums or contributions beyond the City's contributions authorize that the additional amount shall be paid through a biweekly payroll deduction.

E. Health Coverage Reduction Incentive

- Employees who choose to decline the City's health coverage must provide certification of other coverage that meets all the eligible opt-out arrangement requirements below.
- Participants in the program will receive their share of the cost savings as taxable income.

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- Participants in the program will receive benefits as follows:

Eligibility Categories	Maximum Monthly Payment
No Health – Minimum Required Coverage (Dental, Vision &Life for Employee Only	$350.00
No Health – Minimum Required Coverage (Dental, Vision, & Life) for Employee + One and Family	$325.00

- The employee must have minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California);
- The employee and all individuals in the employee's expected tax family have (or will have) the required minimum essential coverage. An employee's expected tax family includes all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the employee's plan year to which the opt-out arrangement applies;
- The employee must provide reasonable evidence of the MEC for the applicable period to the Human Resources Division. Reasonable evidence may include an attestation by the employee;
- The employee must provide the evidence/attestation every plan year;
- The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g. open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
- The opt-out payment cannot be made (and the City must not in fact make payment) if the City knows or has reason to know that the employee or a tax family member does not have the alternative coverage.

ARTICLE 2. STATE DISABILITY INSURANCE

The City agrees to pay the employee's liability for State Disability Insurance through the term of the MOU.

ARTICLE 3. FLEXIBLE SPENDING PLAN

The City will continue to make available to employees a Health Flexible Spending Plan and Dependent Care Flexible Spending Plan established pursuant to IRS Section 125. The Health Flexible Spending plan allows eligible employees to set aside up to the maximum amount allowed under IRS Section 125 per year pre-tax income to pay for costs associated with health insurance

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premiums and health costs not covered under the benefits plan. The Dependent Care Flexible Spending Plan also allows the employee to set aside pre-tax income to pay for costs of child care and adult dependent care. Employees may choose to enroll in the Health Flexible Spending Plan and/or the Dependent Care Flexible Spending Plan annually during the open enrollment period for the coming calendar year. Participants must pay the monthly cost to fund the plan(s) by authorizing biweekly pre-tax payroll deductions.

ARTICLE 4. RETIREMENT BENEFITS

A. Classic Employees

These are employees who are CalPERS members, and meet the definition of a Classic Member as determined by CalPERS.

B. Classic Employees Retirement Plan

The City agrees to maintain membership and continue to contract with the State of California Public Employees Retirement System (CalPERS) for the 3% @ 50 plan for safety employees with the following additional contract provisions as found in the following sections of the California Government Code pertaining to PERS (Title 2, Division 5):

- Section 20965, Credit for Unused Sick Leave
- Section 21574, 1959 Survivor's Benefit, Fourth Option
- Section 20042, One Year Final Compensation

C. Classic Employees Retirement Contribution

Effective July 7, 2018, the employee shall contribute three percent (3.0%) of his/her CalPERS reportable compensation towards the employer's retirement contribution for a total of twelve percent (12.0%) of the employee's CalPERS reportable compensation.

D. PEPRA Employees Retirement Plan (Hired on or after 1/1/13)

These are employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and do not meet the definition of a Classic member as determined by CalPERS.

E. PEPRA Employees Retirement Plan

For PEPRA safety employees the City agrees to maintain membership and continue to contract with the State of California Public Employees Retirement System (CalPERS) for the 2.7% @ 57 plan for safety employees as required by law, with the following options:

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- 1959 Survivors' Benefit, Fourth Option, Section 21574
- Credit for Unused Sick Leave, Section 20965
- Average of Three Highest Years of Service Compensation, Section 20037 as required by law

F. PEPRA Employees Retirement Member Contribution

PEPRA employees will make employee contributions as required by State law, and in addition will contribute the following amount.

Effective July 7, 2018, all PEPRA employees shall make employee contributions as required by State law, and in addition will contribute three percent (3.0%) of his/her CalPERS reportable compensation towards the employer's retirement contribution.

ARTICLE 5. RETIREE HEALTH BENEFITS

The retiree medical benefit for employees hired on or after July 1, 2025 will be negotiated by the Parties immediately following the conclusion of the negotiation for the 2025 to 2028 Memorandum of Understanding.

All City of Rocklin employees that meet the eligibility requirements for CalPERS retirement and retire within 120 days of separation from the City of Rocklin are eligible for post-retirement health benefits.

Effective July 1, 2018, the City will contribute a maximum of $1,200 per month towards the cost of health insurance (Article 1, Section C). Eligible retirees shall receive 100% of the City's contribution towards their post-retirement health benefits.

The RFF and the City agreed in the 2018 to 202 MOU to rescind the Vesting Schedule for Retiree Health Benefits, adopted by the City by Resolution No. 2003-91 under the authority of California Government Code 22983. In exchange for rescinding the vesting schedule, the City and the RFF mutually agreed that the retiree health benefits described in this Article are intended to be permanent for current retirees as of December 31, 2017, and employees who retired during the term of the MOU in effect between January 1, 2018 to December 31, 2020 . Therefore, entitlement to and continuation of the retiree health benefits described herein for individual retired or employed as of June 30, 2025 shall exist and continue beyond the term of this MOU, and are not dependent on the existence of any subsequent or future MOU. For any existing retiree who as of July 1, 2018, is receiving more than $1,200 per month in post- retirement health benefits, the City will reimburse them no greater than the difference between the vesting schedule amount they are receiving as of July 1, 2018, and the City's health insurance contribution cap which will be $1,200 per month on July 1, 2018."

ARTICLE 6. DEFERRED COMPENSATION

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The City will contribute up to $100.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Employees who regularly work less than 40 hours per week will receive a prorated benefit.
Additionally, the City will contribute $200.00 per month (no match required) for each PEPRA employee to a City sponsored deferred compensation program.

ARTICLE 7. UNIFORM ALLOWANCE

A. Each employee shall receive an annual uniform allowance of $950. The annual uniform allowance will be paid in equal payments each pay period.

B. The annual allowance is for the provision, replacement, and maintenance of the uniform as prescribed by the Fire Department.

When a new employee who is required to wear a uniform enters the service during the term of this MOU, said employee shall receive, upon entry into the service, their first set of uniforms. The Department will determine what the uniform needs are and provide the first set at no cost to the employee.

ARTICLE 8. TUITION REIMBURSEMENT

A. Eligibility

All employees shall be eligible for tuition and related expense reimbursement for completing approved coursework through a regionally accredited college, school, or university. To be eligible for reimbursement, the employee must submit to the Fire Chief and to the Human Resources Division, and receive approval of an education plan and goal prior to undertaking the coursework. The plan must contain a statement as to its relevancy to the employee's work assignment and the benefit to the City. Courses, books, and supplies paid for via state, federal, or private grant are excluded from reimbursement.

B. Criteria for Reimbursement

1. Upon completion of the coursework, the employee must submit the following items to receive reimbursement:

   (a) A copy of the grade report evidencing completion of the coursework with a grade of C or better. For non-graded courses, seminars or certificate programs, documentation from the institution evidencing satisfactory completion of the course or program will be sufficient.

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(b) Itemized receipts showing items claimed for reimbursement.

(c) Completion of tuition reimbursement form.

C. Approved Institutions / Coursework:

1. For reimbursement, classes must be sponsored by an accredited institution, such as the Office of the State Fire Marshal, California State Training Institute, National Fire Academy, universities and colleges, or other institutions approved by the Fire Chief.

2. Courses must be related to the fire service, public safety, or public administration, and/or required for the completion of either an Associate's degree, a Bachelor's degree, a Master's degree, State Fire Marshal certification or a related certificate or degree.

3. For reimbursement of seminars, conferences, workshops, or other unaccredited learning opportunities and programs, eligibility must be approved in writing by the Fire Chief or designee.

D. Items Qualifying/Not Qualifying for Reimbursement:

1. Items qualifying for reimbursement include:

(a) Tuition
(b) Required textbooks
(c) Required supplies
(d) Parking Permits
(e) Other related expenses for required materials

2. Items NOT qualifying for reimbursement include:

(a) Medical Service Fees
(b) Mileage or transportation expenses
(c) Lodging
(d) Meals
(e) Items not required by the instructor.
(f) Computers, cellular telephones, and tablets

3. To be eligible for tuition reimbursement, it is understood that enrollment in the coursework is voluntary, and attendance at the classes shall be during off duty time.

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E. Maximum Annual Reimbursement:

1. The maximum amount eligible for reimbursement for coursework taken at a college or university will be actual costs up to the $750 a fiscal year. The City will observe the IRS regulations concerning taxability of tuition reimbursement in effect at the time of the request for reimbursement. Tuition education plans must be preapproved by the Fire Chief no later than January, for the upcoming year.

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SECTION IV-LEAVES

ARTICLE 1. VACATION

A. Policy

1. Vacations shall be requested in accordance with Department guidelines and scheduled subject to approval by the Chief. The Chief may set forth a schedule for each employee so as to ensure the City the level of staffing required to carry out its work program.

B. Accrual and Use

1. Vacation accrual is based on the regularly assigned work hours, exclusive of overtime. Employees will accrue vacation as follows:

Fifty-Six (56) Hour Employees

Years of Service	Hours/year	Hours/pay period	Maximum Accrual
0-1	178	6.8462	200 hours
1-2	213	8.1923	240 hours
2-3	224	8.6154	260 hours
3-4	235	9.0385	280 hours
5	258	9.9231	300 hours
10	291	11.1923	340 hours
15	315	12.1154	340 hours

Forty (40) Hour Employees

Years of Service	Hours/year	Hours/pay period	Maximum Accrual
0-1	98	3.7692	200 hours
1-2	122	4.6923	200 hours
2-3	130	5.00	200 hours
3-4	138	5.3077	200 hours
5	154	5.9231	200 hours
10	178	6.8462	200 hours
15	186	7.1538	200 hours

2. Vacation leave must be scheduled and approved in advance in accordance with the time lines established by the Fire Chief. After completing the first year of employment, each employee who is regularly scheduled to work more than forty

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(40) hours a week must take a vacation period of no less than one consecutive regularly scheduled "tour of duty" during a calendar year. Employees assigned to forty (40) hour weeks must take a vacation period of no less than five (5) consecutive regularly scheduled work days during a calendar year.

C. Cash Out

1. Hours accrued beyond the maximum accrual allowed that are not used by the last pay period in November will be cashed out at the employee's base rate and paid to the employee in the following pay period.

2. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual in lieu of making a cash payment. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements.

ARTICLE 2. HOLIDAYS

A. Policy

Due to the nature of work performed by Fire personnel, it is not possible to observe traditional holidays as they occur. Therefore, those employees will be credited with ninety-six (96) holiday hours at the beginning of each calendar year, which are credited based on the ten (10) holidays identified below are a rate of 9.6 hours per holiday. Holiday time off shall be requested in accordance with Department guidelines and scheduled subject to approval by the Chief or his/her designee. Hours not used by the last pay period in November each year shall be cashed out at the employee's base rate and paid to the employee in the following pay period.

B. Accrual and Payoff

1. Individuals who are not employed for the full calendar year shall accrue holiday hours at the rate of eight (8) hours per month. If the date of hire falls between the 1st and 15th day of the month, they will be credited with the full eight (8) hours for that month and each succeeding month during the calendar year. If the date of hire falls between the 16th and the last day of the month, they will be credited with four (4) hours for that month and eight (8) hours for each succeeding month during the calendar year.

2. Individuals who leave employment with the City prior to the end of the calendar year shall be paid holiday hours at the rate of eight (8) hours for each full month of employment. Partial months of employment will be credited as follows: If the date of termination falls between the 16th and the last day of the month, they will

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be credited with the full eight (8) hours for that month. If the date of termination falls between the 1st and the 15th day of the month, they will be credited with four (4) hours for that month. If an employee has taken more holiday hours in advance than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holiday hours taken in advance from the employee's final pay check.

3. The City currently recognizes the holidays listed below. In the event the City agrees to recognize additional holidays during the term of this Agreement and grants these to the AFSCME members, the City agrees to add the corresponding number of holiday hours to the 96 hours currently being received. This Article supersedes that section of the City Personnel Rules entitled "Holidays."

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

ARTICLE 3. SICK LEAVE

A. Accrual

1. Employees assigned to fifty-six (56) hour per week shifts shall accrue up to one hundred forty-four (144) hours of sick leave per year, at a rate of .049446 multiplied by the first one hundred twelve (112) hours in paid status in a pay period, with the exception of overtime. Employees assigned to forty (40) hour per week shifts shall accrue up to ninety-six (96) hours of sick leave per year at a rate of .046153 multiplied by the first eighty (80) hours in paid status in a pay period, with the exception of overtime. Sick leave may be accrued without limit and will be converted to service credit at retirement.

B. Use of Sick Leave

1. Sick leave may be used in the event of one of the following circumstances:

(a) Actual illness or injury of the employee;

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(b) The employee's exposure to a contagious disease;

(c) Medical or dental appointments of employee and employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's presence is required;

(d) Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). For purposes of sick leave use, as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, registered domestic partner, grandparent, grandchild, or sibling.

(e) An employee who is entitled to a disability retirement (either at his/her own request or as a result of City action) under PERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21163.

2. Fifty-six (56) hour employees who are absent from two consecutive shifts, or forty (40) hour employees who are absent three consecutive work days, because of illness or injury may be required to submit a physician's certificate verifying the condition and certifying the employee's ability to perform the full range of his/her duties upon return to duty.

C. <u>Coordination of Sick Leave and Disability Benefits</u>

1. Sick leave benefits and benefits received by an employee under the State Disability Insurance Law for non-work related injury or illness shall be integrated as follows:

(a) An employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:

i. If he/she has accumulated sick leave, be treated as on sick leave; and

ii. Receive his/her salary, which shall be a combination of compensation from the City and SDI.

iii. While the employee is integrating SDI, the amount of the SDI payment(s)

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received shall be credited to the employee. The remainder of the employee's base salary will be paid first through sick leave, then through other leave balances. Employee's must notify the Human Resources Division of their intent to integrate and must provide proof of payment from EDD to the Human Resources Division as soon as possible after their payment is received.

iv. When all available leave hours, beginning with sick leave are exhausted he/she shall only receive SDI to the extent permitted by law.

ARTICLE 4. BEREAVEMENT LEAVE

A. Eligible bereavement leave hours:

40-hour workweek

Each employee who works an eight (8) hour shift will be eligible for up to twenty-four (24) hours of bereavement leave following the death of a relative. If an employee requests additional time off for bereavement, all additional time must be charged to accrued vacation.

56-hour workweek

Each employee who works a twenty-four (24) hour shift will be eligible for up to two (2) twenty-four (24) hour shifts of bereavement leave that can be used consecutively or separately. The leave must be used within thirty (30) days from the date first used. If an employee requests additional time off for bereavement, all additional time must be charged to accrued vacation.

B. Relatives covered:

Spouse	Domestic Partner
Son	Daughter
Father	Mother
Brother	Sister
Father-in-law	Mother-in-law
Grandfather	Grand Mother
Grandchildren	

C. The following step/foster relationships are also covered:

Father	Mother
Son	Daughter

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Brother	Sister
Grandfather	Grandmother

D. Bereavement leave is also available following the death of any non-related child or close relatives who resided with the employee at the time of death.

1. Notification to the City

The employee shall notify his/her supervisor as soon as possible of the occurrence requiring bereavement leave, and if requested by the City, shall provide substantiation to support the request. Such leave shall commence within a reasonable amount of time following the request. Bereavement leave must, not to exceed the maximum amount of time allowed per Section A above.

2. Limitation

The forty-eight (48) hour or twenty-four (24) hour limit will apply to all deaths that occur simultaneously.

ARTICLE 5. FAMILY CARE AND MEDICAL LEAVE

A. An employee shall be eligible to take leave for up to 12 weeks each twelve (12) month period for personal or family illness, or following the birth or adoption of his or her child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

B. An employee who is in unpaid status during a Family Care & Medical Leave will suffer no break in service for purposes of determining seniority under Article 38 - Layoff. Employees on extended family care and medical leave are considered unavailable for work during that period. This would include scheduled and unscheduled overtime, training, or any other work-related activities.

C. The City reserves the right to transfer an employee who is taking intermittent Family Care & Medical Leave for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable to the employee's regular position and the employee will be returned to his/her original position on completion of his/her treatment, subject only to the employee being capable of performing all of the essential functions of the job.

D. The City may require the employee to utilize all accrued sick leave, vacation, and holiday hours to cover the period which otherwise would be unpaid. If the employee chooses,

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they may reserve 40 hours of accrued vacation leave for use upon their return from an extended period of Family Care & Medical Leave.

1. "Extended Period" is defined as an absence of two (2) weeks or more.

2. If all other leave is exhausted at the expiration of the Family Care & Medical Leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from Family Medical Leave.

3. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.

4. Accrued leave will be coordinated with Disability Benefits in accordance with Article 3 – Sick Leave, Section C.

E. An employee will notify his/her supervisor and the Human Resources Division that he/she is requesting to take family care and medical leave and will provide the date his/her leave will begin and the anticipated date of his/her return to work. Prior to the beginning of the leave, the employee and the supervisor will establish a schedule in which the employee will keep the supervisor informed of any changes in his/her status and/or date of return to work.

ARTICLE 6. JURY DUTY

When an employee is required to serve on jury duty, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the City the amount received as juror fees, but shall retain any fees received for mileage reimbursement. If the employee is on industrial disability leave and receiving salary continuation under Labor Code 4850 at the time of jury service, the employee will be compensated at his or her normal 4850 rate.

ARTICLE 7. MILITARY LEAVE

Military leave shall be granted and compensated in accordance with the provisions of the State of California Military and Veterans Code which says, in summary, that any employee shall receive full compensation for up to thirty (30) calendar days of active military duty each year. In no event will an employee be compensated in excess of 243 hours at their straight time rate in any calendar year.

For scheduled military training, a copy of the official orders must be submitted to the employee's supervisor as soon as issued. For emergency military call-up, a copy of the official orders must be submitted to the employee's supervisor as soon as practical. Weekend drills are not covered under this section.

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SECTION V-TERMS & CONDITIONS OF EMPLOYMENT

ARTICLE 1. PROBATIONARY PERIOD

A. New Hires

No appointment of employment in the City shall be deemed final and permanent until after the expiration of a twelve (12) month probationary period. The City may dismiss the employee at any time for any reason and without notice during the probationary period. Probationary employees dismissed during their probationary period shall not have the right to appeal. This would not preclude a probationary employee from seeking any other legal remedy.

B. Promotion

No promotion to any position in the City shall be deemed final and permanent until after the expiration of a period of twelve (12) months probationary service. The City may reject an employee from the promoted position at any time during this probationary period with or without cause and with no appeal.

C. Probationary Evaluations

An employee shall receive no less than three (3) performance evaluations during the initial twelve (12) months of employment. An employee who is promoted into a new classification will receive no less than three (3) performance evaluations during their twelve (12) month probationary period. Such evaluations will be conducted at reasonable intervals.

D. Extension of Probationary Period

Any employee's probationary period may be extended by the Fire Chief for up to six (6) months in his/her sole discretion. An employee whose probationary period is extended shall have their salary anniversary date adjusted to the date following the end of the extension.

A probationary period may also be extended due to prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of 90 consecutive calendar days. The extension of the probationary period shall not exceed the length of the absence.

The Fire Chief or the Fire Chief's designee shall meet with the union prior to extending any probationary period as a result of prolonged absence of an employee.

E. Sick Leave and Vacation Use

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Probationary employees will be eligible to use accrued sick leave and accrued vacation leave as soon as it's earned.

F. Merit Increases

A probationary employee may, at the discretion of the Fire Chief, receive a salary step increase effective the beginning of the pay period which includes the employee's salary anniversary date if they meet the following criteria:

- Received a satisfactory evaluation; and
- Completed an extended probationary period.

The employee's salary anniversary date will be adjusted to the date the merit increase is granted.

ARTICLE 2. EMPLOYEE PERFORMANCE EVALUATIONS/ STEP INCREASES

A. The City shall conduct employee performance evaluations in accordance with established procedures.

B. Employee Rights

1. Any employee has the right to file a written statement to be attached to their performance evaluation placed in the personnel file. Such statements must be filed with the evaluator within five (5) working days of receiving the evaluation.

2. An employee who disagrees with a less than satisfactory overall performance rating may, within ten (10) working days of receiving the evaluation:

   (a) File a rebuttal statement with the evaluator for attachment to the performance evaluation.

C. Step Increases

An employee shall be eligible for a salary step increase upon their salary anniversary date, having demonstrated satisfactory job performance in their current classification. A step increase shall be delayed indefinitely if the employee is not performing up to standards. When a salary step increase is ultimately awarded, it will not be retroactive and the employee's salary anniversary date will be reset to the date the salary step increase is effective.

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1. An employee on any leave (paid or unpaid) for more than ninety (90) consecutive calendar days shall have their salary step increase delayed and salary anniversary date adjusted by the amount of time away from work.. An accepted workers' compensation claim is the only exception to this rule. An employee on an accepted workers' compensation claim will receive their step increase unless there was a reason to delay it, such as unsatisfactory job performance that occurred before the employee started workers compensation leave.

2. If a salary step increase is delayed due to a performance evaluation not being completed prior to the salary anniversary date, the salary step increase will be retroactive, and the salary anniversary date will remain the same.

ARTICLE 3. SAFETY EQUIPMENT

As designated by the Fire Chief, the City will provide all required personal protective equipment (PPE) consistent with the Department of Industrial Relations, Title 8, Section 3380(d), and Subchapter, Group 2, Article 10.1, sections 3401-3411.

ARTICLE 4. HOURS OF WORK

A. For employees assigned to twenty-four (24) hour shifts

1. Those classifications assigned to twenty-four (24) hour shifts will be scheduled as follows unless a different schedule is agreed to as a result of the meet and confer process between the Union and the City. This shift schedule is known as the 48/96 shift work schedule:

    - 24 hours on duty
    - 24 hours on duty
    - 96 hours off duty

2. The twenty-four (24) hour shift will begin at 7 AM and will continue until 7 AM the following morning.

B. For employees in all other classifications

1. Employees in classifications assigned to eight (8) hour shifts will generally work eight (8) hours per day, five (5) days per week, from Monday through Friday. This schedule may be modified by mutual consent between an employee and the Fire Chief.

2. For employees in all classifications, duties and task assignments during the shift and for the days of the week shall be at the discretion of the Fire Chief or his/her

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designee.

ARTICLE 5. OFF-DUTY/ OUTSIDE EMPLOYMENT

A. No employee shall accept any employment during off-duty hours either within or outside the City unless a) the prospective employer provides proof of general liability and workers compensation coverage, and b) the employment will not create a conflict of interest nor be incompatible with the employment with the City.

B. Individuals who are self-employed on off-duty hours shall be exempt from the requirement to show proof of workers' compensation or general liability insurance, but will be expected to provide notification as specified in Ill below so that a determination can be made whether or not the self-employment will create a conflict of interest or be incompatible with the employment with the City.

C. Any employee considering outside employment shall submit a notice and the required documentation to the Fire Chief or his/her designee, who will determine whether the off-duty employment constitutes a conflict of interest or is incompatible with employment with the City. If the Chief or his/her designee finds no conflict or incompatibility in the employee's request, the Chief or his/her designee may approve the request. The Fire Chief or his/her designee shall render a decision within ten (10) calendar days.

D. Employees considering outside employment that would be subject to employment provisions of Section 4850 of the California Labor Code shall provide to the City a certificate of insurance which would provide for Section 4850 benefits from the prospective outside employer prior to such outside employment.

ARTICLE 6. LAYOFF

The City may undertake a reduction in force for any or all of the following reasons: lack of work: lack of funds; a material change in duties or organization; in the interests of economy or for other good cause.

Whenever it is necessary to reduce the number of employees', layoffs shall be made in accordance with the relative seniority of the employee in the rank. Layoff shall be by inverse seniority.

Employees will lose seniority as a result of the following:

- Voluntary termination
- Retirement
- Involuntary termination
- Layoff exceeding twelve (12) months

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- Failure to respond to a re-employment notice, or refusal of a re-employment offer
- Failure to report to work from a layoff within the time limits prescribed by this Article
- Failure to return from military leave within the time limits prescribed by law

Layoffs shall occur in the following order:

- Temporary Employees
- Part-time Employees; both probationary and permanent
- Full-time Probationary Employees
- Full-time Permanent Employees

Employees who are pending layoff status shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Notice of pending layoff shall be sent to the Local at the same time as they are sent to the affected employees.

An employee subject to layoff may bump into a lower rank in which he/she has held permanent status and is otherwise qualified, provided that he/she has greater seniority in the lower rank than the least senior person in the lower rank. For the purposes of determining seniority for bumping, service in a higher rank will be counted toward service in the lower rank when the employee was directly promoted from the lower rank to the higher rank. In order to bump into a lower rank, the employee must request displacement into the lower rank within five (5) work days of the notice of layoff.

Employees who exercise their option to displace into a lower rank shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the rank from which the employee was laid off. Employees who displace into a lower rank shall serve a probationary period in the new rank unless they have previously successfully completed a probationary period in that rank.

In the event of a layoff, the City shall maintain a re-employment list of those employees laid off for a period of twenty-four months. Re-employment shall be in reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the positions available and can return to work within fourteen (14) calendar days of notice of re-employment. No new hires in any rank where layoffs have taken place will be made until the re-employment list is exhausted.

Laid off employees, who are offered and refused re-employment; who do not respond to a notice of re-employment; or who do not report for work within fourteen calendar days of notice of re-employment shall be removed from the re- employment list and shall be deemed to have waived all rights to re-employment. Notice of re-employment shall be served on the employee by certified mail at the latest address listed in City personnel records.

Any employee who is offered re-employment after a layoff must successfully pass a background investigation before returning to work. For employees who have been laid off for six months or

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more, rehire will be contingent upon the successful completion of physical and psychological examinations, a drug screening, and background investigation. Failure to complete these examinations successfully will result in removal of the employee's name from the re-employment list and waiver of all rights to re- employment.

ARTICLE 7. RESIDENCY REQUIREMENT

Represented employees are encouraged to maintain a residence within a sixty (60) mile radius from City Hall.

ARTICLE 8. DEPARTMENT RULES

The Chief may establish Department rules, policies, procedures, Administrative Guidelines, and/or Standard Operating Guidelines to ensure efficient and effective Department operations. Employees are expected to comply with these rules, policies, and procedures.

The subject matter of the Department rules, policies, or procedures, rather than the administration of such rules, policies, and procedures, is specifically excluded from the grievance procedure.

ARTICLE 9. DISCIPLINARY ACTION

A. Disciplinary Process

1. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Performance evaluations and non-punitive constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in this section.

2. Grounds for Disciplinary Action- Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination or poor job performance. The severity of the disciplinary action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal. Grounds for disciplinary action are listed in Section 4-02 (2) in the City of Rocklin Personnel Rules.

3. The normal progressive discipline procedure steps consist of:

   (a) Counseling (non-punitive)

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i. Verbal Counseling: An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action is not appealable.

ii. Documented Counseling: To communicate to the employee in writing that a repeat action may result in progressive discipline. A copy of this counseling is given to the employee and one copy is filed in the supervisor's and Administrative Office's working file for one year. The documented counseling will be removed from the supervisor's and Administrative Office's file and destroyed upon request from the employee after one year if approved by the Fire Chief. This action is not appealable.

(b) Formal Disciplinary Actions (punitive)

i. Written Reprimand: A written communication to the employee that an offense has been committed. This action may be appealed to the Fire Chief or his or her designee if so requested by the employee. The Chief or designee may uphold or modify the reprimand. A copy of this reprimand will be provided to the employee and the original will be filed in the employee's personnel file.

ii. Suspension Without Pay, Demotion, or Reduction in Pay: These disciplinary actions are subject to the Skelly procedures in Section B and the post-disciplinary procedures in Section C below.

iii. Disciplinary Termination: The final step in the progressive disciplinary process. Only the City Manager or his/her designee may dismiss any employee covered by this MOU.

iv. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.

An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

B. <u>Pre-Disciplinary Procedures for Unpaid Suspensions, Reductions-in-Pay, Demotions and Disciplinary Terminations (Skelly Process)</u>

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1. Prior to imposing a suspension without pay, reduction in pay, demotion, or disciplinary termination, the City shall first provide the employee with a written notice citing the reasons for the proposed action. The notice shall either be served personally to the employee or sent by Certified Mail, Return Receipt Requested, and shall notify the employee of his/her right to request a pre-disciplinary response meeting to determine if there is cause for the proposed disciplinary action. The notice shall specify whom the employee should contact to request the Skelly meeting. A request for a meeting must be made by the employee or his/her representative within ten (10) working days of receiving the notice of proposed discipline.

2. Upon receipt of the employee's request for a pre-disciplinary response meeting, the Skelly Officer shall notify the employee of the time, date, and location for the meeting. The Skelly Officer shall schedule the meeting with the employee and his/her representative, if any, within ten (10) working days of the receipt of the request for the meeting. Pre-disciplinary response meetings are to be conducted by the appropriate City official informally, and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. The Skelly Officer shall conduct the meeting and make a recommendation to uphold, modify, or overturn the proposed action within ten (10) working days of the meeting.

3. The appropriate City official is one who was not involved in the underlying cause of discipline in such a manner as to impair their impartiality. In such cases, the City Manager or his/her designee shall designate another City official to conduct the meeting.

C. Appeal Process for Unpaid Suspensions, Reduction-in-Pay, Demotions, or Disciplinary Termination

1. An employee subject to an unpaid suspension, reduction-in-pay, demotion, or dismissal after the pre-disciplinary meeting may appeal such action by filing a Notice of Request for Advisory Appeal with Human Resources. The appeal shall contain a full discussion of the reasons which the employee is asserting as justification of the appeal. The request must be received by Human Resources within ten (10) days after the employee received the written statement of disciplinary action.

2. Within thirty (30) days of filing the Notice of Request for Advisory Appeal, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator scheduled. In the alternative the parties may request that SMCS

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appoint a State Administrative Law Judge (ALJ) to hear the appeal.

3. The arbitrator or ALJ shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules (arbitration) or the California Administrative Procedures Act (APA). The decision of the arbitrator or ALJ shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. The cost of the ALJ shall be paid by the City. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of this section, the parties shall be considered as the City of Rocklin and the Union, or if a grievant is representing himself or herself, the City of Rocklin and the grievant.

4. The arbitrator or ALJ shall prepare a written advisory decision which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The written advisory decision shall be sealed and filed with the City Manager and appealing party. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the written advisory decision to the appealing party with the City Manager's decision within ten (10) days of receipt of the written advisory decision. The City Manager’s decision is appealable to the Placer County Superior Court pursuant to California Code of Civil Procedure Section 1094.5.

ARTICLE 10. GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the processing, hearing and decision on a grievance. This Article supersedes that section of the City Personnel Rules entitled "Grievance Procedure."

2. The purposes of these procedures are to (1) resolve grievances informally at the lowest possible level; (2) provide an orderly procedure for reviewing and resolving grievances promptly; and (3) determine and correct, if possible, the cause of grievances.

B. Procedure

The Fire Chief may grant extensions to the deadlines stated in this procedure.

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Step 1. Informal Level

Within five (5) working days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant or Union representative shall orally discuss the grievance with a Battalion Chief. The Battalion Chief shall have five (5) working days to provide a written response to the grievant.

An employee whose immediate supervisor is a Deputy Fire Chief shall discuss the grievance with the Deputy Fire Chief. The Deputy Fire chief shall have five (5) working days to provide a verbal response to the grievant.

Step 2. Formal Levels

Level 1	If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within five (5) working days of the receipt of such answer file a formal written grievance with a Deputy Fire Chief which contains a statement describing the grievance, the section of the Agreement allegedly violated, and the remedy requested. The grievance shall be signed and dated by the grievant(s). The Deputy Fire Chief shall, within five (5) working days thereafter, give a written answer to the grievant. An employee whose immediate supervisor is a Deputy Fire Chief will be deemed to have completed Step Level 1 (A) and be eligible to proceed to Level 2.
Level 2	If the grievant is not satisfied with the written response from the supervisor at Level 1, the grievant may, within five (5) working days from the receipt of such answer file a written appeal to the Fire Chief. Within ten (10) working days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the grievance, which shall include a meeting with the concerned parties, and give a written answer to the grievant.

Step 3. Advisory Arbitration.

If the grievance is not resolved at Step 2, Level 2, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with Human Resources within five (5) working days of the receipt of the Fire Chief's written reply. Within thirty (30) days of filing the Notice of Request for Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS), and submit to Human Resources, a list of names of seven (7) arbitrators. The selection of the arbitrator from the

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list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator selected.

The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of payment of fees and costs, the parties shall be considered as the City and the Union, or if a grievant is representing himself or herself, the City and the grievant.

The arbitrator shall prepare a written advisory decision which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The arbitrator's decision shall be sealed and filed with the City Manager. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the arbitrator's decision to the appealing party with the City Manager's decision within ten (10) working days of receipt of the arbitrator's decision.

C. General Provisions

1. A grievant may withdraw a grievance at any level or at any time in the process by making notification in writing to Human Resources.

2. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed.

3. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may proceed to the next higher level.

4. The grievant may be represented by a person of his/her choice at any formal level of this procedure. The grievant shall be personally present at all stages of the grievance.

5. Designated Union Stewards or Representatives shall be allowed reasonable time to investigate any allegations of violations of this Agreement. Reasonable time is defined as three (3) hours; however, upon approval of Human Resources, additional time may be granted.

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6. Time limits and formal levels may be waived by mutual written consent of the parties.

7. Notice is deemed given by deposit in the U.S. Mail, postage paid, to the last known address of the addressee, or by personal delivery.

8. Proof of service shall be accomplished by certified mail or declaration of personal delivery.

9. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.

10. All materials pertaining to employee grievances shall be confidential between the employee and his/her representative, appropriate supervisory personnel, other directly involved employee(s), and appropriate City management personnel. Records of grievance complaints and supporting documents shall be maintained in the Human Resources office separately from the employee's personnel files.

11. At all stages in the formal process, a written appeal must contain (1) the original written grievance, (2) the supervisor's response, and (3) a statement explaining why the grievant is not satisfied with the response.

ARTICLE 11. DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

A. Purpose

It is the policy of the City to maintain a drug-free workplace. It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the City has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently in the interest of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who do not seek help, or whose continued substance abuse either violates City rules or interferes in the employee's job performance.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end,

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the City will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or damage to the City's reputation. Substance abuse includes the use of, or possession of legal or illegal drugs, alcohol or any other substance which could or does impair an employee's ability to perform his or her job safely, effectively, and efficiently.

All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including dismissal, and may subject an employee to required satisfactory participation in an approved substance abuse assistance or rehabilitation program. Applicants for employment with the City may not be hired for failure to follow these guidelines.

In recognition of the public service responsibilities entrusted to the employees of the City, and the fact that drug and alcohol abuse can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City.

B. Policy

It is the City's policy that no employees shall:

1. Report to work under the influence of alcohol or drugs;

2. Possess drugs or alcohol while on duty or in uniform;

3. Sell, distribute or provide alcohol and/or drugs to any employee or person while on duty;

4. Have their ability to work impaired as a result of the use of alcohol or drugs.

In addition, employees whose ability to work or whose job performance is impaired as a result of off-the-job use of alcohol or controlled drugs will be in violation of this policy. Employees who violate any of the conditions listed in A - D above or whose job performance is impaired by off-the-job substance abuse will be considered "abusers".

Use of medically prescribed medications and drugs, within the guidelines established by the employee's doctor, is not a violation of this policy. However, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment, employees must notify their supervisor before beginning work. Failure to do so may result in discipline, up to and including dismissal. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

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The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with an employee in accordance with applicable state and federal laws. A search of any container or property under joint control such as desks, cubicles and lockers may be conducted at any time providing that the City has reasonable suspicion that cause for the search exists, and that the employee is notified or if the employee is present or if the employee gives consent.

When reasonable suspicion exists that illegal drugs or alcoholic beverages are in any areas of joint control as described above, reasonable notice will be provided to the affected employee. At the time of notice of intent to search, the property container will be sealed and remain sealed until the search occurs. Such searches of property containers may be conducted by a sworn Police Officer or may be conducted by Department Heads or Mid-Managers with a Police officer present.

The affected employee and/or his/her employee organization representative shall be provided reasonable opportunity to be present at such searches.

The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.

Supervisory employees shall not physically search the person of employees, nor shall they search the purely personal possessions of employees without the freely given written consent of the employee. Purely personal possessions may be defined as the employee's purse, backpack, briefcase, personal transportation, or duty bag.

Refusal to submit immediately to an alcohol and/or drug analysis when requested by trained City supervisory employees may constitute insubordination and may be grounds for discipline. Disciplinary action may extend up to and including dismissal.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work, and shall be detained for a reasonable time until the employee can be safely transported home. Such employees will be placed on administrative leave with pay until a meeting can be held to determine their status.

The City is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem classifies them as disabled or handicapped under federal and/or state law.

The City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or EAP counselor for additional information.

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Any City employee convicted of criminal drug statute violations (including a plea of nolo contendere) occurring in the work place must notify the City of the conviction within five (5) days after the conviction. This notification to the City will not relieve the employee from any disciplinary consequences of the conduct upon which the conviction is based. Within thirty (30) days of such notice, the City will take appropriate action as to the employee.

The City shall notify federal agencies with which the City holds contracts or from which the City receives grants within ten (10) days of receiving notice that a City employee has been convicted of a criminal drug statute for a violation occurring within the workplace.

The City shall establish and maintain a drug-free awareness program to inform City employees about:

1. The dangers of substance abuse in the workplace.

2. The City's policy of maintaining a substance abuse-free workplace.

3. The availability of substance abuse counseling, rehabilitation and employee assistance programs.

4. The penalties that may be imposed upon employees for substance abuse violations occurring in the workplace.

C. Application

This policy applies to all employees represented by the Union, and to all applicants for positions with the City. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

In the event a dispute arises with respect to the application or interpretation of this policy, such dispute shall be grievable pursuant to the grievance procedure contained in Article 10 (Grievance Procedure) of this Agreement.

D. Employee Responsibility

An employee must:

1. Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

2. Not possess or use alcohol or impairing drugs (illegal drugs or misuse of

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legally prescribed drugs) during work hours or while on breaks, during meal periods or at any time while on City property or in uniform. Employees who are not at work, or on compensated on call, may be on City public property without being subject to this provision.

3. Not directly or through a third party knowingly sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on City grounds, on duty, or subject to being called for duty.

4. Submit immediately to an alcohol and drug test when requested by an appropriate City supervisory employee.

5. Notify his/her supervisor, before beginning work, when taking any prescription or non-prescription medications or drugs about which the employee has reason to believe may interfere with the safe and effective performance of duties or operation of City equipment.

6. Provide, within twenty-four (24) hours · of request or as soon as possible thereafter, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

7. Notify the City of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction.

E. Management Responsibilities and Guidelines

1. Supervisory employees are responsible for reasonable enforcement of this policy.

2. Supervisory employees may request that an employee submit to a drug and/or alcohol test when a supervisory employee has a reasonable suspicion that an employee is under the influence of drugs or alcohol on the job or on compensated on call. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

(a) Slurred speech;
(b) Alcohol odor on breath;
(c) Unsteady walking and movement;
(d) An accident involving City property or employee injury;

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(e) Physical altercation;
(f) Verbal altercation;
(g) Unusual behavior;
(h) Possession of alcohol or drugs or drug paraphernalia;
(i) Information obtained from a reliable person with personal knowledge;
(j) Physical appearance such as sloppiness, disarray or red eyes;
(k) Difficulty responding to simple questions such as time of day, location, etc.
(l) Difficulty performing simple tasks such as counting, touching nose, etc.

3. Any supervisory employee requesting an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

4. Any supervisory employee encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request should remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the supervisory employee should detain the employee for a reasonable time until the employee can be safely transported home.

F. Physical Examination and Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

The testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test (EMIT) with all positive screening results being confirmed utilizing Gas Chromatography/Mass Spectrometry (GC/MS) before a sample is considered positive.

After consulting with expert staff of the laboratory or laboratories selected to perform the testing, the City shall ensure that the test cutoff levels conform to the National Institute on Drug Abuse (NIDA) standards.

Test samples will be collected in a clinical setting, such as a laboratory collection station, doctor's office, hospital or clinic or in another setting approved by the City on the basis that it provides for at least an equally secure and professional collection process. The City shall specify procedures to ensure that true samples are obtained.

The City shall specify measures to ensure that a strict chain of custody is maintained for the sample from the time it is taken, through the testing process to its final disposition.

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Drug tests shall be performed by a laboratory selected based on its meeting standards that are the same or at least comparable in scope and rigor, as those used by the National Institute on Drug Abuse to certify laboratories engaged in urine drug testing for federal agencies.

G. Employee Rights

Employees shall be entitled to representation during any interviews or discussions that could lead to a decision by the City to take adverse action against the employee, regardless of whether these interviews or discussions occur before or after the sample is taken. However, the employee may be ordered to take the test immediately, with or without representation.

The sample collection process shall include the opportunity for the employee to provide information about factors other than illegal drug use (such as taking legally prescribed medications) that could cause a positive test result.

The employee shall receive a full copy of any confirmed positive test results.

All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one (1) year following the test. At the employee's request and expense, the sample may be retested by that laboratory or another laboratory of the employee's choice.

H. Results of Drug and/or Alcohol Analysis

1. Pre-employment Physicals

(a) A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.

(b) If a drug screen is positive at the pre-employment physical, the applicant must provide, within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

2. Existing Employees, Alcohol/Drug Tests

(a) A positive result from a drug and/or alcohol analysis may result in disciplinary

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action, up to and including termination.

(b) If the drug screen is positive, the employee must provide, within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor that he/she is taking a substance (prescribed or over-the-counter) that is likely to impair the employee's ability to perform his/her duties, the employee will be subject to disciplinary action, up to and including discharge.

(c) If an alcohol or drug test is confirmed positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with applicable and pertinent discipline procedures.

3. Confidentiality

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential file that will be kept securely under the control of the Human Resources Manager. The reports or test results may be disclosed to City management on a_ strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

SECTION VI-UNION RIGHTS

ARTICLE 1. UNION ACTIVITIES

A. The Union may place one bulletin board in each fire station for the purpose of communicating Union business to the membership.

1. Specific placement and size of such boards within a station shall be subject to the approval of the Fire Chief.

(a) A Union representative shall be responsible for maintaining such

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board.

(b) The Fire Chief reserves the right to prohibit the posting and order the removal of material.

B. Two (2) members of the Executive Board or Grievance Committee shall be granted leave from duty with full benefits for all meetings and hearing between the City and the Union for the purposes of resolving a grievance when such meetings and hearings take place at a time during which such members are scheduled to be on duty. Time off shall be limited to one (1) hour prior to the scheduled meeting and one (1) hour after the scheduled meeting. The Fire Chief shall make the final determination as to staffing availability.

C. A maximum of two (2) members of the Negotiation Team shall be granted leave from duty with full benefits for the purposes of negotiating terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty. Time off shall be limited to one (1) hour prior to the scheduled meeting and one (1) hour after the scheduled meeting. The Fire Chief shall make the final determination as to staffing availability.

D. The City will provide a cumulative total of one hundred and twenty (120) hours per year release time for Union representatives to attend training seminars, schools for training in labor-management relations and Union business.

E. Union Representative shall be defined as follows:

<u>Local 522 Executive Board</u>

Union President
Union Vice President
Union Treasurer
Union Secretary

<u>Local 522 Negotiation Team</u>

Vice President (Lead Negotiator)
Team Member #2
Team Member #3
Team Member #4
Team Member #5
Team Scribe

<u>Local 522 Grievance Committee Members</u>

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Designated Union Executive Board Members
Shop Steward A Shift
Shop Steward B Shift
Shop Steward C Shift

F. On February 1 of each year, the Union will provide the City with a list of Union representatives eligible to participate in training and Union business leave. Any Changes to the list must be reported to the City on a timely basis.

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SECTION VII - MISCELLANEOUS PROVISIONS

ARTICLE 1. MODIFIED/ALTERNATIVE DUTY ASSIGNMENTS

The provisions of the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to Modified/Alternative Duty Assignments are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 2. PHYSICAL FITNESS PROGRAM

The provisions of the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to the Physical Fitness Program are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 3. TIME OFF REQUESTS

The City and Union are meeting and conferring over the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to Time Off Requests. Once the City and Union reach agreement on this AG and SOG, they are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 4. STAFFING, STATION ASSIGNMENTS, OUT-OF-CLASS ASSIGNMENTS, AND CALL BACK

A. Administrative Guidelines (AGs) and Standard Operating Guidelines (SOGs)

The AGs and SOGs related to Staffing, Station Assignments, Out-of-Class Assignments, and Call Backs are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to these AGs and SOGs.

B. Minimum Staffing

1. The City agrees that it shall maintain, on a daily basis, a minimum staffing on each Company consisting of one (1) Captain, one (1) Engineer, and one (1) Firefighter.

2. It is the intention of the City to maintain a minimum of three (3) Companies staffed at all times.

3. This requirement does not apply to temporary reductions within a twenty-four (24) hour shift, caused by such operational needs as a crew member transporting with an ambulance to the hospital, attending a business meeting, or cross-staffing of auxiliary apparatus such as brush units.

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4. A qualified person acting in the required rank may be used to satisfy this requirement as AG #209 defines the qualified positions of Company Officer, Engineer and Firefighter.

5. Temporary short-term reductions of said minimum staffing levels can be made after Call-Back procedures following AG and SOG #211 have been exhausted to meet the said minimum staffing levels. The Fire Chief and Union President, or an executive Board member, should be notified via text message, page, or email regarding the minimum staffing reduction.

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WHEREAS, the parties here to have entered into this Memorandum on the 12th day of August, 2025

CITY OF ROCKLIN

DocuSigned by:
Jack W. Hughes
BD58B9D511ZD45C...

Jack Hughes, Lead Negotiator
Liebert, Cassidy, Whitmore

7/30/2025 | 11:44 AM PDT
Date

Aly Zimmermann, City Manager

Date

ROCKLIN FIREFIGHTERS, LOCAL 522

Signed by:
By: Trevor Jamison
0FAD0EC2CA240E...

Trevor Jameson, President, Local 522

7/29/2025 | 10:27 AM PDT
Date

Signed by:
By: Larry Menth
379F859AF0894AF...

Larry Menth, Union Business Agent

7/28/2025 | 1:42 PM PDT
Date

CITY OF ROCKLIN
FIRE SALARY SCHEDULE
(Annual Salary)
Effective July 12, 2025

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Firefighter	$ 85,967	$ 88,976	$ 92,090	$ 95,313	$ 98,649	$ 102,102	$ 105,675	$ 109,374	$ 113,202	$ 117,164
Fire Engineer	95,488	98,830	102,289	105,869	109,575	113,410	117,379	121,488	125,740	130,141
Fire Captain	109,154	112,975	116,929	121,021	125,257	129,641	134,179	138,875	143,735	148,766
Fire Battalion Chief-Line Fire Marshal	129,099	133,618	138,294	143,135	148,144	153,329	158,696	164,250	169,999	175,949

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

City of Rocklin
and
Rocklin Firefighters, Local 522

Memorandum of Understanding

CITY OF ROCKLIN
AND
ROCKLIN FIREFIGHTERS ,LOCAL 522



Term of Agreement
July 1, 2025 — June 30, 2028

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MEMORANDUM OF UNDERSTANDING
CITY OF ROCKLIN AND ROCKLIN FIREFIGHTER'S,LOCAL 522
Rocklin Firefighters, Local 522

ENTERED into this 12th day of August , 2025 by the CITY OF ROCKLIN, a municipal corporation of the State of California (hereinafter referred to as "City") and the ROCKLIN FIREFIGHTER'S, LOCAL 522 (hereinafter referred to as "Union") as follows:

RECITALS

Parties hereto have met and conferred in good faith pursuant to the provisions of the Meyers-Milias-Brown Act of the State of California and the Employer-Employee Relations Policy of the City.

Parties hereto wish to memorialize their understanding concerning those wages, hours, and terms and conditions of employment which were the object and subject of such meet and confer sessions.

NOW, THEREFORE, the parties hereto do adopt this Memorandum of Understanding (hereinafter referred to as "MOU") as follows:

SECTION I-GENERAL

ARTICLE 1. DEFINITIONS

A. Base Rate – The employee's hourly rate, with no additional incentives.

B. CalPERS Member (Classic) – These are employees who are CalPERS members, and meet the definition of a Classic Member as determined by CalPERS.

C. CalPERS New Member (PEPRA) – These are employees who are CalPERS members hired on or after January 1, 2013, and meet the definition of a PEPRA Member as determined by CalPERS.

D. City – The City of Rocklin.

E. Day – A period of time between any midnight and the midnight following unless defined differently in a particular article or section.

F. Employee – Those employees covered by the City of Rocklin under this MOU.

G. Grievance (Pursuant to Article 10, Grievance Procedure) – A claimed violation, misapplication, or misinterpretation of a specified provision of this MOU which adversely affects the grievant or a perceived violation of the employees' rights under the Meyers-Milias-Brown Act.

H. Grievant (Pursuant to Article 10, Grievance Procedure) – An employee in the Union who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.

I. Meyers-Milias-Brown Act (M.M.B.A.) – Chapter 10 of Division 4 of Title 1 of the Government Code, commencing with Section 3500, having to do with employer-employee relations as the same reads or as it may be amended to read.

J. MOU – This Memorandum of Understanding.

K. Overtime Hours – Hours worked in excess of the regular schedule. Overtime hours may include shift extension, extra shift assignment, and special assignment.

L. Overtime Rate – The employee's base rate plus any special forms of compensation.

M. Personnel Rules – The rules and regulations for personnel and employees of the City, as

adopted and amended by the City Council.

N. Premium Pay – One half of the employee's overtime rate.

O. Reasonable Suspicion (Pursuant to Article 11, Drug, Alcohol, and Substance Abuse Policy) – A belief based on objective and articulated facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

P. Skelly Officer – The appropriate City official.

Q. Supervisor – The individual who is directly responsible for the day-by-day assignment, review of performance, and direction of the work of an employee.

R. Union – Rocklin Firefighter's, Local 522.

S. Union Business – Approved Union/City business that is directly related to the City's Employer/Employee Resolutions.

T. Working Day – A day the City Manager's office is open for business.

ARTICLE 2. EMPLOYEE RIGHTS

The provisions of the MOU shall be applied equally to all employees without favor or discrimination because of race, color, creed, age, sex, marital status, national origin, ancestry, political or religious opinions or affiliations or physical or mental disability.

The parties to the MOU recognize and acknowledge the Firefighter Bill of Rights (Government Code Sections 3250-3262), as it relates to firefighter personnel within the City of Rocklin.

This section is not grievable.

ARTICLE 3. RECOGNITION

The City recognizes the Union as the exclusive representative for full-time employees that are assigned to the classifications of Fire Battalion Chief, Fire Captain, Fire Engineer, and Firefighter..

ARTICLE 4. TERM

This MOU shall be effective July 1, 2025, and shall remain in full force and effect through June 30, 2028. This MOU may be extended beyond June 30, 2028 by mutual agreement of the parties.

ARTICLE 5. PRIOR AGREEMENTS SUPERSEDED

This Agreement is intended as a MOU setting forth in full the entire agreement between the City and the Union regarding the matters covered hereby. All prior MOUs or agreements concerning the subjects of this MOU shall be null and void. All rights, privileges, and benefits not expressly changed by this MOU remain unchanged.

ARTICLE 6. PERSONNEL RULES

The Personnel Rules of the City are no longer incorporated within this MOU. The City agrees to meet and confer with the Union over any proposed change to the wages, hours, and working conditions of employees in the bargaining unit prior to presenting it to the City Council for consideration, approval, and adoption.

ARTICLE 7. CITY RIGHTS & RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers, and authority exercised and held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by City and not abridged herein, include but are not limited to the following, subject to the requirements of this MOU and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees, to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 8. COMPLETION OF BARGAINING

A. Waiver

The parties mutually agree that during the term of the MOU, they unqualifiedly waive the right to and will not seek to negotiate or bargain wages, hours and terms and conditions of employment whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to the MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

B. Prohibition of Concerted Actions

The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of this jurisdiction. Rocklin Firefighter's, Local 522 (RFF) agrees that under no circumstances during the term of this MOU will the RFF recommend, encourage, cause or permit its members to initiate, recognize, or participate in any strike, sit-down, stay-in, sick-out, slow-down, (hereinafter collectively referred to as a work stoppage), or picketing related to collective bargaining matters, in any office or department of this jurisdiction, that would curtail any work, restrict any production, or interfere with any operation of the City. In the event of a work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

ARTICLE 9. SOCIAL SECURITY REOPENER

Should the Federal government or a court of competent jurisdiction determine that Social Security is applicable to employees of public agencies, the City and the Union agree to meet and confer promptly to determine ways to mitigate the cost impact of the mandate on the City and the employee.

ARTICLE 10. SEVERABILITY

If any provision of this MOU or the application of such provision to any persons or circumstances shall be held invalid, the remainder of this MOU or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION II-COMPENSATION

ARTICLE 1. SALARIES

A. Survey Agencies

The parties agree that the following agencies will be used for salary surveys:

Sacramento Metropolitan Fire District
City of Lincoln
City of Davis
City of Folsom
City of Yuba City
City of Roseville
So. Placer Fire Protection District
City of West Sacramento
City of Woodland

B. Salaries

1. During the term of this Agreement, salaries for all classifications will be adjusted as follows:

Effective	Adjustment
July 12, 2025	2.0 % base salary adjustment
First full pay period of July 2026	2.0% base salary adjustment
First full pay period of July 2027	2.0% base salary adjustment
First full pay period of January 2028	1.0% base salary adjustment

C. Salary Schedules

The salary schedules for each job classification in the Rocklin Firefighter's,Local 522 bargaining unit are set forth in the Base Salary Step Schedule of this Agreement. It is understood that implementation of any salary increase may vary slightly due to the impact of rounding.

Effective the first full pay period in July 2022, the Salary Schedule shall consistent of ten (10) steps (1 through 10). Each step shall be approximately 3.5% higher than the previous step.

D. Salary Upon Promotion

Upon promotion, an employee shall be placed at a step in the new salary range that provides a minimum salary increase of 10% of their base compensation unless such increase exceeds the maximum of the salary range for the new position. In that case, the

employee will be placed at the top step of the new salary range. Promotions shall become effective at the beginning of a pay period.

ARTICLE 2. OUT OF CLASS PAY

A. When it is required to meet operational needs that an employee perform a majority of the essential duties of a position in a higher classification, payment for such out- of-classification work shall be five percent (5%) above the base rate of the employee's current step only while working in the out-of-class assignment.

B. Eligibility to receive out of class compensation for working in a higher classification shall be subject to the following conditions:

1. The assignment to work out of class must be made by the Fire Chief or his/her designee.

2. Employees receiving out of class compensation must be qualified to perform in the higher classification and must have a completed Department task book for the higher classification signed by the Fire Chief or the Fire Chief's designee.

3. Employees who are selected to work in an out of class position have been thoroughly tested and certified by the City and are qualified to serve in that position. Said employees will be eligible to receive out of class compensation upon being assigned to perform in such position. All hours assigned and worked in the higher classification shall be paid as in Section I above.

ARTICLE 3. CERTIFIED PAY

A. Regular full-time employees hired prior to February 1, 2014 who hold a current EMT 1 certificate shall receive additional compensation in the amount of one-hundred dollars ($100.00) per month (forty-six dollars and fifteen cents [$46.15] per pay period). This additional compensation shall only be paid while such employee's certification is current with the local EMS Agency (LEMSA) and in effect, and is contingent upon verification of the certification.

B. In addition to being paid the same monthly salary as a Firefighter in accordance with the salary schedule in effect between the City and the Union, regular Firefighter/Paramedics who are required to hold a current paramedic certificate shall receive additional compensation in the amount of six -hundred and fifty dollars ($650) per month (three hundred dollars [$300] per pay period). Regular Fire Battalion Chiefs, Fire Captains, Fire Engineers, and Firefighters who are authorized to hold a paramedic certification shall receive additional compensation in the amount of five-hundred ($500) per month (two-hundred and thirty dollars and seventy-seven cents [$230.77] per pay period). This additional compensation shall only be paid while such employee's certification is current

with the local EMS Agency (LEMSA) and in effect, and is contingent upon verification of the certification. Employees who are receiving paramedic pay are not eligible for EMT pay.

The employee shall pay the costs of paramedic recertification from the State of California. The City shall pay for additional associated costs of maintaining the paramedic certification.

ARTICLE 4. EDUCATION INCENTIVE PAY

A. Each employee shall be eligible for education incentive pay. The employee will be paid in each biweekly payroll. Payment of education incentive will begin effective the first day of the pay period following the date of the award of the certificate or degree, provided the Human Resources Office receives timely notification and acceptable proof of such award as described below. If notification and acceptable proof are not filed within the timelines herein specified, payment of education incentive will begin effective the first day of the pay period following receipt of the appropriate documentation in the Human Resources Office.

B. For Company Officer and Chief Officer certificates, proof that all of the required coursework has been completed for the respective certificate will be considered acceptable proof of accomplishment.

C. For college degrees, a certified copy of the college transcripts or a copy of the diploma will be considered acceptable proof of accomplishment. In order to be considered timely in giving notice for education incentive, the employee must submit a memo to the Human Resources Office notifying the City of his/her intention to apply for education incentive within thirty (30) days following the end of the semester or quarter in which the degree was earned. If such timely notice is given education incentive pay shall be retroactive to the date of the accomplishment.

D. It is the responsibility of each employee to notify Human Resources of his/her eligibility for education incentive and to provide the appropriate documentation in accordance with the above.

E. Each employee is eligible for education incentive pay as listed below:

Associate's Degree or 60 Units	$275.00/Mo.
Bachelor's Degree	$325.00/Mo.
Master's Degree	$350.00/Mo.
Company Officer Certificate	$75.00/Mo.

Chief Officer Certificate $125.00/Mo.

The incentive pay for degrees, certificates, and units listed above is non-cumulative, and is paid at the highest rate for which an employee is eligible. Employees who are eligible for incentive pay for degrees and units listed above and who possess a Company Officer or Chief Officer certificate, will be eligible to receive both the degree or unit incentive and the certificate incentive.

ARTICLE 5. OVERTIME COMPENSATION

The City has adopted the twenty-four (24) day work period for Fire safety employees subject to the FLSA. This was adopted pursuant to Section 207(k) of the Code.

A. Premium Pay

1. Under the twenty-four (24)-hour shift schedule outlined in Article 4 (Hours of Work) in this MOU, the hours scheduled to be worked in each work period will be one hundred ninety-two (192) hours. Overtime premium pay at one-half the overtime rate will be paid for all hours in paid status in excess of one hundred eighty-two (182) hours in the work period. All time with the exception of overtime, will be used to reach the one hundred eighty-two (182) hour ceiling. The premium pay shall be calculated and paid in the pay period in which the 24-day work period ends. Credit for hours worked during a voluntary shift trade will be given to the employee originally assigned to the shift.

2. When an employee is out on industrial leave and receiving salary continuation as required by Labor Code 4850, the employee will be compensated at his or her regular 4850 rate, and will not receive premium pay.

B. Overtime Pay

1. Overtime hours shall be defined as hours worked in excess of the regular schedule. Overtime hours may include:

   (a) Shift Extension (before or after shift)
   (b) Extra shift assignment
   (c) Special assignment

   Overtime hours will not be paid for voluntary shift trades.

2. Overtime hours shall be paid at the rate of one and one-half (1.5) times the overtime rate.

Overtime shall be paid for all time worked while assigned to work in accordance with II. A. 1., 2., or 3., above. Overtime hours shall be paid with the pay period in which it was earned.

3. For non-exempt classifications assigned to eight (8) hour shifts, all hours worked in excess of forty (40) hours per week in paid status shall be considered overtime and shall be paid at an overtime rate.

4. When an employee is out on industrial leave and receiving salary continuation as required by Labor Code 4850, the employee will be compensated at his or her regular 4850 rate, and will not receive overtime pay.

C. Strike Team Pay

All Personnel will be compensated (portal to portal) beginning at the time of dispatch to their return to jurisdiction when equipment and personnel are in service and available for agency response. This agreement will apply to all personnel dispatched to the incident regardless of their assignment. Examples include, but not limited to, assignments such as a fire line medic, as overhead assignment or directly on the fire line. While on a strike team deployment, personnel will be compensated at their regular rate during their normally assigned shifts and at the overtime rate on days which they are not normally assigned.

ARTICLE 6. CALL BACK PAY

When an employee is called back to work outside of and not continuous with his scheduled shift, the employee shall receive a minimum of three (3) hours pay at one and one-half (1.5) times their overtime rate. Should the call back continue beyond three (3) hours, additional time shall be credited in one-half (1/2) hour increments.

Employees who receive a mandatory call back to duty after there has been at least a fifteen (15) minute elapsed period since the end of their prior shift shall be entitled to be compensated for a minimum period of three (3) hours at one and one-half (1.5) times their overtime rate. An employee will be paid for all time worked in excess of the three (3) hour minimum at one and one-half (1.5) times his/her overtime rate.

Employees who respond to a non-mandatory call back to duty will be paid for all time worked as a result of the call back at one and one-half (1.5) times their overtime rate.

Employees who unilaterally choose to return to duty as responders shall not be entitled to the three (3) hour minimum call back provision. They will, however, be compensated at the overtime rate for all time worked as a responder.

Voluntary shift-trades arranged between employees are not subject to call-back pay nor to overtime compensation.

Employees shall be selected for call-back assignments at the discretion of the Fire Chief or his/her designee.

Mandatory Call Back:

For purposes of this section, call back is mandatory under the following circumstances:

A. In case of emergency or potential emergency, as determined by the City Manager, Fire Chief or designee.

B. To maintain staffing in accordance with the City's adopted level of service.

All other call backs are considered non-mandatory.

ARTICLE 7. COURT/ DEPOSITION TIME

When a court/deposition appearance is required on a job-related matter, the employee will be compensated as follows:

A. If the court/deposition appearance is on a regularly scheduled shift, the employee will be compensated as if on regular job assignment;

B. If the court/deposition appearance is on a non-scheduled shift day, the employee will be compensated at the rate of one and one-half (1.5) his/her overtime rate of pay with a minimum compensated time of four (4) hours.

C. If a court/deposition appearance scheduled on a non-shift day is canceled with less than sixteen (16) hours' notice, the employee will be compensated for two (2) hours at an overtime rate (one and one-half [1.5] times the defined overtime rate).

D. If a court/deposition appearance is on a day when the employee is out on industrial leave and receiving salary continuation as required by Labor Code 4850, the employee will be compensated at his or her regular 4850 rate.

ARTICLE 8. LONGEVITY PAY

Employees will receive longevity pay after completing twenty (20) years of service with the Fire Department in the amount of two and one-half percent (2.5%) calculated on their base hourly rate of pay beginning the pay period following completing twenty years of service.

ARTICLE 9. FIELD TRAINING OFFICER PAY

Paramedics will receive Field Training Officer (FTO) training designated by the Fire Chief. Once trained, Paramedics will receive additional compensation in the amount of five percent (5%) of their base hourly rate of pay for all hours the Fire Chief or Deputy Fire Chief direct them to function as an FTO and train their assigned trainee.

ARTICLE 10. COMFORT CANINE HANDLE COMPENSATION AND ASSIGNMENT

A. Food, special food supplements, equipment and maintenance including all veterinary, medical expenses, medications, training, crates and bedding, leashes and harnesses, toys, grooming, treats, medical insurance, and upkeep related costs will be provided by the Hearts 4 Heroes Foundation unless the City becomes the owner of the canine, at which time the City will become responsible for these expenses. The City will not reimburse a canine handler for expenses associated with the canine and it is the City's understanding that Hearts 4 Heroes will not reimburse for these expenses unless they were pre-approved in-writing.

B. The lead comfort canine handler will be compensated for thirty (30) minutes each day of off-duty time caring for the canine. The handler will be compensated for this time at time and one-half of the employee's base hourly rate of pay for each off-duty day of canine care, except on off-duty days when a secondary handler cares for the canine. The handler will also be compensated at one-half of the employee's base hourly rate of pay for all mandatory canine related training at the approval of the Fire Chief or his/her designee.

C. When a City employee serves as a secondary comfort canine handler, they will be compensated for thirty (30) minutes each day of off-duty time caring for the canine. The secondary handler will be compensated for this time at time and one-half of the employee's base hourly rate of pay for each off-duty of canine care. When not caring for the canine due to being on leave or otherwise not available during off-duty days, the lead handler shall not receive handler compensation. Both the lead and secondary handler shall not be compensated for the same calendar day.

D. The lead comfort canine handler must be on the Peer Support Team.

E. When the comfort canine is retired from duty the lead comfort canine handler will assume full ownership of the canine and will pay all future costs.

SECTION III-BENEFITS AND REIMBURSEMENTS

ARTICLE 1. HEALTH AND OTHER BENEFITS

A. Availability and Eligibility

The City agrees to offer insurance benefits covering medical, dental, vision, life and AD&D for those employees who are qualified in accordance with plan specifications. Dependent coverage will be offered only on the medical, dental, and vision plans. The City shall continue to offer retirees to receive medical benefits pursuant to Public Employee Retirement System (PERS) Health Benefits Division regulations. Eligibility for premium contribution for retiree health benefits shall be governed by Article 5 – Retiree Health Benefits.

B. Selection of Carriers

The employee shall choose a medical insurance plan from those plans offered by the City and made available in this geographic area through the Health Benefits Division of PERS. The dental, vision, life and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to unit members are substantially the same or better.

C. Premiums

1. Vision

The City shall pay up to the entire premium cost for family level coverage.

2. Life and Accidental Death and Dismemberment

The City shall provide basic life and accidental death and dismemberment insurance in the amount of $50,000

3. Medical Plan

The City offers eligible employees enrollment in a CalPERS medical plan under the Public Employee's Medical and Hospital Care Act (PEMHCA).

From July 1, 2025 until the end of the 2025 benefit year, or as soon as the City can administratively start based on CalPERS's approval, the City will make a direct monthly contribution towards the premium cost for the PEMHCA medical insurance plan and coverage level selected by each participating employee up to a maximum of $1,200 per month. Employees shall be responsible for the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution. To the extent a participant does not utilize the entire $1,200 toward medical premiums, the remainder shall be retained by the City and shall not be cashed out or applied to other benefits.

Commencing January 1, 2026the City will make a direct monthly contribution towards the premium cost or the PEMHCA medical insurance plan and coverage level selected by each participating in an amount equal to the current PEMHCA minimum. The PEMHCA minimum is prescribed by Government Code section 22892 and adjusted annually by CalPERS. The City will also provide a separate cafeteria plan contribution described in Section 5 of this Article.

4. Dental Premiums

The City shall pay for an eligible employee's dental premiums up to the PPO Basic Dental Plan at the family level coverage.

Employees who select the Dental Plan-PPO enhanced option ($1,500 calendar year maximum) shall pay the difference in any monthly premium cost for dental coverage that exceeds the City's direct contribution. Such payments may be made pre-tax through payroll deductions over twenty-four (24) benefit pay periods.

5. Cafeteria Plan

The City maintains a cafeteria plan, pursuant to Section 125 of the Internal Revenue code and related regulations, for the purposes of offering employees access to various health and welfare benefits.
All eligible employee must enroll in one of the PEMHCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage that meets the eligible opt-out arrangement requirements listed below.

From July 1, 2025 until the end of the 2025 benefit year, or as soon as the City can administratively start based on CalPERS's approval of the PEMHCA minimum contribution, the City shall contribute one hundred and fifty ($150) per month (" Flex Dollar") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the qualified benefits, including medical or dental premiums, offered by the city under the Section 125 plan document. Flex Dollars may not be cashed out.

Commencing January 1, 2026 or as soon as the City can administratively start based on CalPERS approval of the PEMHCA minimum contribution, for full-time regular employees, the City will provide a cafeteria plan contribution for the employee's PEMHCA medical plan set at 100% of the Kaiser plan at the employee plus one coverage level ($2,225.80 for 2025 (Kaiser employee +1 tier)), minus the PEMHCA minimum contribution. For part-time regular employees the City will make a cafeteria plan contribution for the employee's PEMHCA medical plan at a pro-rated percentage of the Kaiser employee + 1 tier equivalent to the fraction of the FTE position authorized by the City Council, minus the PEMHCA minimum

contribution.

Any increases to the PEMHCA minimum contribution during the term of this contract will result in a corresponding decrease to the amount of the additional City cafeteria plan contribution, so that the total maximum City contribution to the cafeteria plan and to CalPERS directly never exceeds the Kaiser employee +1 tier premium described above.

The City contribution to the cafeteria plan shall be adjusted annually based on the January 1 premium payment for the Kaiser employee + 1 tier in the manner described below.

The City will pay 100% of the 2026 Kaiser employee +1 tier. The City will pay eighty percent (80%) of the health insurance premium increase starting with the plan year 2027. The employees will pay twenty percent (20%) of the health insurance premium increase, if any, starting in plan year 2027.

In the event an employee subscribes to a PEMHCA medical plan with a lower monthly premium than that of the Kaiser employee + 1 tier, the City will pay up to but not more than 100% of the premium for that plan. If the employee selects a PEMHCA medical plan with a higher monthly premium, then the employee will pay the balance.

In the event an employee 1) subscribes to a PEMHCA medical plan with a lower monthly premium than that of the Kaiser employee + 1 tier or 2) declines the City medical insurance and takes the Health opt out, the employee shall only be eligible to use a maximum of $150 toward purchasing other health benefits under the cafeteria plan, including the Health Flexible Spending Plan.
In no event shall the cafeteria dollars have cash value.

D. Payroll Deduction

Employees who elect benefits that require payment of premiums or contributions beyond the City's contributions authorize that the additional amount shall be paid through a biweekly payroll deduction.

E. Health Coverage Reduction Incentive

- Employees who choose to decline the City's health coverage must provide certification of other coverage that meets all the eligible opt-out arrangement requirements below.
- Participants in the program will receive their share of the cost savings as taxable income.

- Participants in the program will receive benefits as follows:

Eligibility Categories	Maximum Monthly Payment
No Health – Minimum Required Coverage (Dental, Vision &Life for Employee Only	$350.00
No Health – Minimum Required Coverage (Dental, Vision, & Life) for Employee + One and Family	$325.00

- The employee must have minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California);
- The employee and all individuals in the employee's expected tax family have (or will have) the required minimum essential coverage. An employee's expected tax family includes all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the employee's plan year to which the opt-out arrangement applies;
- The employee must provide reasonable evidence of the MEC for the applicable period to the Human Resources Division. Reasonable evidence may include an attestation by the employee;
- The employee must provide the evidence/attestation every plan year;
- The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g. open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
- The opt-out payment cannot be made (and the City must not in fact make payment) if the City knows or has reason to know that the employee or a tax family member does not have the alternative coverage.

ARTICLE 2. STATE DISABILITY INSURANCE

The City agrees to pay the employee's liability for State Disability Insurance through the term of the MOU.

ARTICLE 3. FLEXIBLE SPENDING PLAN

The City will continue to make available to employees a Health Flexible Spending Plan and Dependent Care Flexible Spending Plan established pursuant to IRS Section 125. The Health Flexible Spending plan allows eligible employees to set aside up to the maximum amount allowed

under IRS Section 125 per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. The Dependent Care Flexible Spending Plan also allows the employee to set aside pre-tax income to pay for costs of child care and adult dependent care. Employees may choose to enroll in the Health Flexible Spending Plan and/or the Dependent Care Flexible Spending Plan annually during the open enrollment period for the coming calendar year. Participants must pay the monthly cost to fund the plan(s) by authorizing biweekly pre-tax payroll deductions.

ARTICLE 4. RETIREMENT BENEFITS

A. Classic Employees

These are employees who are CalPERS members, and meet the definition of a Classic Member as determined by CalPERS.

B. Classic Employees Retirement Plan

The City agrees to maintain membership and continue to contract with the State of California Public Employees Retirement System (CalPERS) for the 3% @ 50 plan for safety employees with the following additional contract provisions as found in the following sections of the California Government Code pertaining to PERS (Title 2, Division 5):

- Section 20965, Credit for Unused Sick Leave
- Section 21574, 1959 Survivor's Benefit, Fourth Option
- Section 20042, One Year Final Compensation

C. Classic Employees Retirement Contribution

Effective July 7, 2018, the employee shall contribute three percent (3.0%) of his/her CalPERS reportable compensation towards the employer's retirement contribution for a total of twelve percent (12.0%) of the employee's CalPERS reportable compensation.

D. PEPRA Employees Retirement Plan (Hired on or after 1/1/13)

These are employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and do not meet the definition of a Classic member as determined by CalPERS.

E. PEPRA Employees Retirement Plan

For PEPRA safety employees the City agrees to maintain membership and continue to contract with the State of California Public Employees Retirement System (CalPERS) for the 2.7% @ 57 plan for safety employees as required by law, with the following options:

- 1959 Survivors' Benefit, Fourth Option, Section 21574
- Credit for Unused Sick Leave, Section 20965
- Average of Three Highest Years of Service Compensation, Section 20037 as required by law

F. PEPRA Employees Retirement Member Contribution

PEPRA employees will make employee contributions as required by State law, and in addition will contribute the following amount.

Effective July 7, 2018, all PEPRA employees shall make employee contributions as required by State law, and in addition will contribute three percent (3.0%) of his/her CalPERS reportable compensation towards the employer's retirement contribution.

ARTICLE 5. RETIREE HEALTH BENEFITS

The retiree medical benefit for employees hired on or after July 1, 2025 will be negotiated by the Parties immediately following the conclusion of the negotiation for the 2025 to 2028 Memorandum of Understanding.

All City of Rocklin employees that meet the eligibility requirements for CalPERS retirement and retire within 120 days of separation from the City of Rocklin are eligible for post-retirement health benefits.

Effective July 1, 2018, the City will contribute a maximum of $1,200 per month towards the cost of health insurance (Article 1, Section C). Eligible retirees shall receive 100% of the City's contribution towards their post-retirement health benefits.

The RFF and the City agreed in the 2018 to 202 MOU to rescind the Vesting Schedule for Retiree Health Benefits, adopted by the City by Resolution No. 2003-91 under the authority of California Government Code 22983. In exchange for rescinding the vesting schedule, the City and the RFF mutually agreed that the retiree health benefits described in this Article are intended to be permanent for current retirees as of December 31, 2017, and employees who retired during the term of the MOU in effect between January 1, 2018 to December 31, 2020 . Therefore, entitlement to and continuation of the retiree health benefits described herein for individual retired or employed as of June 30, 2025 shall exist and continue beyond the term of this MOU, and are not dependent on the existence of any subsequent or future MOU. For any existing retiree who as of July 1, 2018, is receiving more than $1,200 per month in post- retirement health benefits, the City will reimburse them no greater than the difference between the vesting schedule amount they are receiving as of July 1, 2018, and the City's health insurance contribution cap which will be $1,200 per month on July 1, 2018."

ARTICLE 6. DEFERRED COMPENSATION

The City will contribute up to $100.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Employees who regularly work less than 40 hours per week will receive a prorated benefit.
Additionally, the City will contribute $200.00 per month (no match required) for each PEPRA employee to a City sponsored deferred compensation program.

ARTICLE 7. UNIFORM ALLOWANCE

A. Each employee shall receive an annual uniform allowance of $950. The annual uniform allowance will be paid in equal payments each pay period.

B. The annual allowance is for the provision, replacement, and maintenance of the uniform as prescribed by the Fire Department.

When a new employee who is required to wear a uniform enters the service during the term of this MOU, said employee shall receive, upon entry into the service, their first set of uniforms. The Department will determine what the uniform needs are and provide the first set at no cost to the employee.

ARTICLE 8. TUITION REIMBURSEMENT

A. Eligibility

All employees shall be eligible for tuition and related expense reimbursement for completing approved coursework through a regionally accredited college, school, or university. To be eligible for reimbursement, the employee must submit to the Fire Chief and to the Human Resources Division, and receive approval of an education plan and goal prior to undertaking the coursework. The plan must contain a statement as to its relevancy to the employee's work assignment and the benefit to the City. Courses, books, and supplies paid for via state, federal, or private grant are excluded from reimbursement.

B. Criteria for Reimbursement

1. Upon completion of the coursework, the employee must submit the following items to receive reimbursement:

   (a) A copy of the grade report evidencing completion of the coursework with a grade of C or better. For non-graded courses, seminars or certificate programs, documentation from the institution evidencing satisfactory completion of the course or program will be sufficient.

(b) Itemized receipts showing items claimed for reimbursement.

(c) Completion of tuition reimbursement form.

C. Approved Institutions / Coursework:

1. For reimbursement, classes must be sponsored by an accredited institution, such as the Office of the State Fire Marshal, California State Training Institute, National Fire Academy, universities and colleges, or other institutions approved by the Fire Chief.

2. Courses must be related to the fire service, public safety, or public administration, and/or required for the completion of either an Associate's degree, a Bachelor's degree, a Master's degree, State Fire Marshal certification or a related certificate or degree.

3. For reimbursement of seminars, conferences, workshops, or other unaccredited learning opportunities and programs, eligibility must be approved in writing by the Fire Chief or designee.

D. Items Qualifying/Not Qualifying for Reimbursement:

1. Items qualifying for reimbursement include:

(a) Tuition
(b) Required textbooks
(c) Required supplies
(d) Parking Permits
(e) Other related expenses for required materials

2. Items NOT qualifying for reimbursement include:

(a) Medical Service Fees
(b) Mileage or transportation expenses
(c) Lodging
(d) Meals
(e) Items not required by the instructor.
(f) Computers, cellular telephones, and tablets

3. To be eligible for tuition reimbursement, it is understood that enrollment in the coursework is voluntary, and attendance at the classes shall be during off duty time.

E. Maximum Annual Reimbursement:

1. The maximum amount eligible for reimbursement for coursework taken at a college or university will be actual costs up to the $750 a fiscal year. The City will observe the IRS regulations concerning taxability of tuition reimbursement in effect at the time of the request for reimbursement. Tuition education plans must be preapproved by the Fire Chief no later than January, for the upcoming year.

SECTION IV-LEAVES

ARTICLE 1. VACATION

A. Policy

1. Vacations shall be requested in accordance with Department guidelines and scheduled subject to approval by the Chief. The Chief may set forth a schedule for each employee so as to ensure the City the level of staffing required to carry out its work program.

B. Accrual and Use

1. Vacation accrual is based on the regularly assigned work hours, exclusive of overtime. Employees will accrue vacation as follows:

Fifty-Six (56) Hour Employees

Years of Service	Hours/year	Hours/pay period	Maximum Accrual
0-1	178	6.8462	200 hours
1-2	213	8.1923	240 hours
2-3	224	8.6154	260 hours
3-4	235	9.0385	280 hours
5	258	9.9231	300 hours
10	291	11.1923	340 hours
15	315	12.1154	340 hours

Forty (40) Hour Employees

Years of Service	Hours/year	Hours/pay period	Maximum Accrual
0-1	98	3.7692	200 hours
1-2	122	4.6923	200 hours
2-3	130	5.00	200 hours
3-4	138	5.3077	200 hours
5	154	5.9231	200 hours
10	178	6.8462	200 hours
15	186	7.1538	200 hours

2. Vacation leave must be scheduled and approved in advance in accordance with the time lines established by the Fire Chief. After completing the first year of employment, each employee who is regularly scheduled to work more than forty

(40) hours a week must take a vacation period of no less than one consecutive regularly scheduled "tour of duty" during a calendar year. Employees assigned to forty (40) hour weeks must take a vacation period of no less than five (5) consecutive regularly scheduled work days during a calendar year.

C. Cash Out

1. Hours accrued beyond the maximum accrual allowed that are not used by the last pay period in November will be cashed out at the employee's base rate and paid to the employee in the following pay period.

2. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual in lieu of making a cash payment. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements.

ARTICLE 2. HOLIDAYS

A. Policy

Due to the nature of work performed by Fire personnel, it is not possible to observe traditional holidays as they occur. Therefore, those employees will be credited with ninety-six (96) holiday hours at the beginning of each calendar year, which are credited based on the ten (10) holidays identified below are a rate of 9.6 hours per holiday. Holiday time off shall be requested in accordance with Department guidelines and scheduled subject to approval by the Chief or his/her designee. Hours not used by the last pay period in November each year shall be cashed out at the employee's base rate and paid to the employee in the following pay period.

B. Accrual and Payoff

1. Individuals who are not employed for the full calendar year shall accrue holiday hours at the rate of eight (8) hours per month. If the date of hire falls between the 1st and 15th day of the month, they will be credited with the full eight (8) hours for that month and each succeeding month during the calendar year. If the date of hire falls between the 16th and the last day of the month, they will be credited with four (4) hours for that month and eight (8) hours for each succeeding month during the calendar year.

2. Individuals who leave employment with the City prior to the end of the calendar year shall be paid holiday hours at the rate of eight (8) hours for each full month of employment. Partial months of employment will be credited as follows: If the date of termination falls between the 16th and the last day of the month, they will

be credited with the full eight (8) hours for that month. If the date of termination falls between the 1st and the 15th day of the month, they will be credited with four (4) hours for that month. If an employee has taken more holiday hours in advance than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holiday hours taken in advance from the employee's final pay check.

3. The City currently recognizes the holidays listed below. In the event the City agrees to recognize additional holidays during the term of this Agreement and grants these to the AFSCME members, the City agrees to add the corresponding number of holiday hours to the 96 hours currently being received. This Article supersedes that section of the City Personnel Rules entitled "Holidays."

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

ARTICLE 3. SICK LEAVE

A. Accrual

1. Employees assigned to fifty-six (56) hour per week shifts shall accrue up to one hundred forty-four (144) hours of sick leave per year, at a rate of .049446 multiplied by the first one hundred twelve (112) hours in paid status in a pay period, with the exception of overtime. Employees assigned to forty (40) hour per week shifts shall accrue up to ninety-six (96) hours of sick leave per year at a rate of .046153 multiplied by the first eighty (80) hours in paid status in a pay period, with the exception of overtime. Sick leave may be accrued without limit and will be converted to service credit at retirement.

B. Use of Sick Leave

1. Sick leave may be used in the event of one of the following circumstances:

(a) Actual illness or injury of the employee;

(b) The employee's exposure to a contagious disease;

(c) Medical or dental appointments of employee and employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's presence is required;

(d) Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). For purposes of sick leave use, as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, registered domestic partner, grandparent, grandchild, or sibling.

(e) An employee who is entitled to a disability retirement (either at his/her own request or as a result of City action) under PERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21163.

2. Fifty-six (56) hour employees who are absent from two consecutive shifts, or forty (40) hour employees who are absent three consecutive work days, because of illness or injury may be required to submit a physician's certificate verifying the condition and certifying the employee's ability to perform the full range of his/her duties upon return to duty.

C. Coordination of Sick Leave and Disability Benefits

1. Sick leave benefits and benefits received by an employee under the State Disability Insurance Law for non-work related injury or illness shall be integrated as follows:

(a) An employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:

i. If he/she has accumulated sick leave, be treated as on sick leave; and

ii. Receive his/her salary, which shall be a combination of compensation from the City and SDI.

iii. While the employee is integrating SDI, the amount of the SDI payment(s)

received shall be credited to the employee. The remainder of the employee's base salary will be paid first through sick leave, then through other leave balances. Employee's must notify the Human Resources Division of their intent to integrate and must provide proof of payment from EDD to the Human Resources Division as soon as possible after their payment is received.

iv. When all available leave hours, beginning with sick leave are exhausted he/she shall only receive SDI to the extent permitted by law.

ARTICLE 4. BEREAVEMENT LEAVE

A. Eligible bereavement leave hours:

40-hour workweek

Each employee who works an eight (8) hour shift will be eligible for up to twenty-four (24) hours of bereavement leave following the death of a relative. If an employee requests additional time off for bereavement, all additional time must be charged to accrued vacation.

56-hour workweek

Each employee who works a twenty-four (24) hour shift will be eligible for up to two (2) twenty-four (24) hour shifts of bereavement leave that can be used consecutively or separately. The leave must be used within thirty (30) days from the date first used. If an employee requests additional time off for bereavement, all additional time must be charged to accrued vacation.

B. Relatives covered:

Spouse	Domestic Partner
Son	Daughter
Father	Mother
Brother	Sister
Father-in-law	Mother-in-law
Grandfather	Grand Mother
Grandchildren	

C. The following step/foster relationships are also covered:

Father	Mother
Son	Daughter

Brother	Sister
Grandfather	Grandmother

D. Bereavement leave is also available following the death of any non-related child or close relatives who resided with the employee at the time of death.

1. Notification to the City

The employee shall notify his/her supervisor as soon as possible of the occurrence requiring bereavement leave, and if requested by the City, shall provide substantiation to support the request. Such leave shall commence within a reasonable amount of time following the request. Bereavement leave must, not to exceed the maximum amount of time allowed per Section A above.

2. Limitation

The forty-eight (48) hour or twenty-four (24) hour limit will apply to all deaths that occur simultaneously.

ARTICLE 5. FAMILY CARE AND MEDICAL LEAVE

A. An employee shall be eligible to take leave for up to 12 weeks each twelve (12) month period for personal or family illness, or following the birth or adoption of his or her child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

B. An employee who is in unpaid status during a Family Care & Medical Leave will suffer no break in service for purposes of determining seniority under Article 38 - Layoff. Employees on extended family care and medical leave are considered unavailable for work during that period. This would include scheduled and unscheduled overtime, training, or any other work-related activities.

C. The City reserves the right to transfer an employee who is taking intermittent Family Care & Medical Leave for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable to the employee's regular position and the employee will be returned to his/her original position on completion of his/her treatment, subject only to the employee being capable of performing all of the essential functions of the job.

D. The City may require the employee to utilize all accrued sick leave, vacation, and holiday hours to cover the period which otherwise would be unpaid. If the employee chooses,

they may reserve 40 hours of accrued vacation leave for use upon their return from an extended period of Family Care & Medical Leave.

1. "Extended Period" is defined as an absence of two (2) weeks or more.

2. If all other leave is exhausted at the expiration of the Family Care & Medical Leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from Family Medical Leave.

3. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.

4. Accrued leave will be coordinated with Disability Benefits in accordance with Article 3 – Sick Leave, Section C.

E. An employee will notify his/her supervisor and the Human Resources Division that he/she is requesting to take family care and medical leave and will provide the date his/her leave will begin and the anticipated date of his/her return to work. Prior to the beginning of the leave, the employee and the supervisor will establish a schedule in which the employee will keep the supervisor informed of any changes in his/her status and/or date of return to work.

ARTICLE 6. JURY DUTY

When an employee is required to serve on jury duty, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the City the amount received as juror fees, but shall retain any fees received for mileage reimbursement. If the employee is on industrial disability leave and receiving salary continuation under Labor Code 4850 at the time of jury service, the employee will be compensated at his or her normal 4850 rate.

ARTICLE 7. MILITARY LEAVE

Military leave shall be granted and compensated in accordance with the provisions of the State of California Military and Veterans Code which says, in summary, that any employee shall receive full compensation for up to thirty (30) calendar days of active military duty each year. In no event will an employee be compensated in excess of 243 hours at their straight time rate in any calendar year.

For scheduled military training, a copy of the official orders must be submitted to the employee's supervisor as soon as issued. For emergency military call-up, a copy of the official orders must be submitted to the employee's supervisor as soon as practical. Weekend drills are not covered under this section.

SECTION V-TERMS & CONDITIONS OF EMPLOYMENT

ARTICLE 1. PROBATIONARY PERIOD

A. New Hires

No appointment of employment in the City shall be deemed final and permanent until after the expiration of a twelve (12) month probationary period. The City may dismiss the employee at any time for any reason and without notice during the probationary period. Probationary employees dismissed during their probationary period shall not have the right to appeal. This would not preclude a probationary employee from seeking any other legal remedy.

B. Promotion

No promotion to any position in the City shall be deemed final and permanent until after the expiration of a period of twelve (12) months probationary service. The City may reject an employee from the promoted position at any time during this probationary period with or without cause and with no appeal.

C. Probationary Evaluations

An employee shall receive no less than three (3) performance evaluations during the initial twelve (12) months of employment. An employee who is promoted into a new classification will receive no less than three (3) performance evaluations during their twelve (12) month probationary period. Such evaluations will be conducted at reasonable intervals.

D. Extension of Probationary Period

Any employee's probationary period may be extended by the Fire Chief for up to six (6) months in his/her sole discretion. An employee whose probationary period is extended shall have their salary anniversary date adjusted to the date following the end of the extension.

A probationary period may also be extended due to prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of 90 consecutive calendar days. The extension of the probationary period shall not exceed the length of the absence.

The Fire Chief or the Fire Chief's designee shall meet with the union prior to extending any probationary period as a result of prolonged absence of an employee.

E. Sick Leave and Vacation Use

Probationary employees will be eligible to use accrued sick leave and accrued vacation leave as soon as it's earned.

F. Merit Increases

A probationary employee may, at the discretion of the Fire Chief, receive a salary step increase effective the beginning of the pay period which includes the employee's salary anniversary date if they meet the following criteria:

- Received a satisfactory evaluation; and
- Completed an extended probationary period.

The employee's salary anniversary date will be adjusted to the date the merit increase is granted.

ARTICLE 2. EMPLOYEE PERFORMANCE EVALUATIONS/ STEP INCREASES

A. The City shall conduct employee performance evaluations in accordance with established procedures.

B. Employee Rights

1. Any employee has the right to file a written statement to be attached to their performance evaluation placed in the personnel file. Such statements must be filed with the evaluator within five (5) working days of receiving the evaluation.

2. An employee who disagrees with a less than satisfactory overall performance rating may, within ten (10) working days of receiving the evaluation:

   (a) File a rebuttal statement with the evaluator for attachment to the performance evaluation.

C. Step Increases

An employee shall be eligible for a salary step increase upon their salary anniversary date, having demonstrated satisfactory job performance in their current classification. A step increase shall be delayed indefinitely if the employee is not performing up to standards. When a salary step increase is ultimately awarded, it will not be retroactive and the employee's salary anniversary date will be reset to the date the salary step increase is effective.

1. An employee on any leave (paid or unpaid) for more than ninety (90) consecutive calendar days shall have their salary step increase delayed and salary anniversary date adjusted by the amount of time away from work.. An accepted workers' compensation claim is the only exception to this rule. An employee on an accepted workers' compensation claim will receive their step increase unless there was a reason to delay it, such as unsatisfactory job performance that occurred before the employee started workers compensation leave.

2. If a salary step increase is delayed due to a performance evaluation not being completed prior to the salary anniversary date, the salary step increase will be retroactive, and the salary anniversary date will remain the same.

ARTICLE 3. SAFETY EQUIPMENT

As designated by the Fire Chief, the City will provide all required personal protective equipment (PPE) consistent with the Department of Industrial Relations, Title 8, Section 3380(d), and Subchapter, Group 2, Article 10.1, sections 3401-3411.

ARTICLE 4. HOURS OF WORK

A. For employees assigned to twenty-four (24) hour shifts

1. Those classifications assigned to twenty-four (24) hour shifts will be scheduled as follows unless a different schedule is agreed to as a result of the meet and confer process between the Union and the City. This shift schedule is known as the 48/96 shift work schedule:

    - 24 hours on duty
    - 24 hours on duty
    - 96 hours off duty

2. The twenty-four (24) hour shift will begin at 7 AM and will continue until 7 AM the following morning.

B. For employees in all other classifications

1. Employees in classifications assigned to eight (8) hour shifts will generally work eight (8) hours per day, five (5) days per week, from Monday through Friday. This schedule may be modified by mutual consent between an employee and the Fire Chief.

2. For employees in all classifications, duties and task assignments during the shift

and for the days of the week shall be at the discretion of the Fire Chief or his/her designee.

ARTICLE 5. OFF-DUTY/ OUTSIDE EMPLOYMENT

A. No employee shall accept any employment during off-duty hours either within or outside the City unless a) the prospective employer provides proof of general liability and workers compensation coverage, and b) the employment will not create a conflict of interest nor be incompatible with the employment with the City.

B. Individuals who are self-employed on off-duty hours shall be exempt from the requirement to show proof of workers' compensation or general liability insurance, but will be expected to provide notification as specified in Ill below so that a determination can be made whether or not the self-employment will create a conflict of interest or be incompatible with the employment with the City.

C. Any employee considering outside employment shall submit a notice and the required documentation to the Fire Chief or his/her designee, who will determine whether the off-duty employment constitutes a conflict of interest or is incompatible with employment with the City. If the Chief or his/her designee finds no conflict or incompatibility in the employee's request, the Chief or his/her designee may approve the request. The Fire Chief or his/her designee shall render a decision within ten (10) calendar days.

D. Employees considering outside employment that would be subject to employment provisions of Section 4850 of the California Labor Code shall provide to the City a certificate of insurance which would provide for Section 4850 benefits from the prospective outside employer prior to such outside employment.

ARTICLE 6. LAYOFF

The City may undertake a reduction in force for any or all of the following reasons: lack of work: lack of funds; a material change in duties or organization; in the interests of economy or for other good cause.

Whenever it is necessary to reduce the number of employees', layoffs shall be
made in accordance with the relative seniority of the employee in the rank. Layoff shall be by inverse seniority.

Employees will lose seniority as a result of the following:

- Voluntary termination
- Retirement
- Involuntary termination

- Layoff exceeding twelve (12) months
- Failure to respond to a re-employment notice, or refusal of a re-employment offer
- Failure to report to work from a layoff within the time limits prescribed by this Article
- Failure to return from military leave within the time limits prescribed by law

Layoffs shall occur in the following order:

- Temporary Employees
- Part-time Employees; both probationary and permanent
- Full-time Probationary Employees
- Full-time Permanent Employees

Employees who are pending layoff status shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Notice of pending layoff shall be sent to the Local at the same time as they are sent to the affected employees.

An employee subject to layoff may bump into a lower rank in which he/she has held permanent status and is otherwise qualified, provided that he/she has greater seniority in the lower rank than the least senior person in the lower rank. For the purposes of determining seniority for bumping, service in a higher rank will be counted toward service in the lower rank when the employee was directly promoted from the lower rank to the higher rank. In order to bump into a lower rank, the employee must request displacement into the lower rank within five (5) work days of the notice of layoff.

Employees who exercise their option to displace into a lower rank shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the rank from which the employee was laid off. Employees who displace into a lower rank shall serve a probationary period in the new rank unless they have previously successfully completed a probationary period in that rank.

In the event of a layoff, the City shall maintain a re-employment list of those employees laid off for a period of twenty-four months. Re-employment shall be in reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the positions available and can return to work within fourteen (14) calendar days of notice of re-employment. No new hires in any rank where layoffs have taken place will be made until the re-employment list is exhausted.

Laid off employees, who are offered and refused re-employment; who do not respond to a notice of re-employment; or who do not report for work within fourteen calendar days of notice of re-employment shall be removed from the re- employment list and shall be deemed to have waived all rights to re-employment. Notice of re-employment shall be served on the employee by certified mail at the latest address listed in City personnel records.

Any employee who is offered re-employment after a layoff must successfully pass a background

investigation before returning to work. For employees who have been laid off for six months or more, rehire will be contingent upon the successful completion of physical and psychological examinations, a drug screening, and background investigation. Failure to complete these examinations successfully will result in removal of the employee's name from the re-employment list and waiver of all rights to re- employment.

ARTICLE 7. RESIDENCY REQUIREMENT

Represented employees are encouraged to maintain a residence within a sixty (60) mile radius from City Hall.

ARTICLE 8. DEPARTMENT RULES

The Chief may establish Department rules, policies, procedures, Administrative Guidelines, and/or Standard Operating Guidelines to ensure efficient and effective Department operations. Employees are expected to comply with these rules, policies, and procedures.

The subject matter of the Department rules, policies, or procedures, rather than the administration of such rules, policies, and procedures, is specifically excluded from the grievance procedure.

ARTICLE 9. DISCIPLINARY ACTION

A. Disciplinary Process

1. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Performance evaluations and non-punitive constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in this section.

2. Grounds for Disciplinary Action- Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination or poor job performance. The severity of the disciplinary action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal. Grounds for disciplinary action are listed in Section 4-02 (2) in the City of Rocklin Personnel Rules.

3. The normal progressive discipline procedure steps consist of:

   (a) Counseling (non-punitive)

i. Verbal Counseling: An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action is not appealable.

ii. Documented Counseling: To communicate to the employee in writing that a repeat action may result in progressive discipline. A copy of this counseling is given to the employee and one copy is filed in the supervisor's and Administrative Office's working file for one year. The documented counseling will be removed from the supervisor's and Administrative Office's file and destroyed upon request from the employee after one year if approved by the Fire Chief. This action is not appealable.

(b) Formal Disciplinary Actions (punitive)

i. Written Reprimand: A written communication to the employee that an offense has been committed. This action may be appealed to the Fire Chief or his or her designee if so requested by the employee. The Chief or designee may uphold or modify the reprimand. A copy of this reprimand will be provided to the employee and the original will be filed in the employee's personnel file.

ii. Suspension Without Pay, Demotion, or Reduction in Pay: These disciplinary actions are subject to the Skelly procedures in Section B and the post-disciplinary procedures in Section C below.

iii. Disciplinary Termination: The final step in the progressive disciplinary process. Only the City Manager or his/her designee may dismiss any employee covered by this MOU.

iv. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.

An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

B. <u>Pre-Disciplinary Procedures for Unpaid Suspensions, Reductions-in-Pay, Demotions and Disciplinary Terminations (Skelly Process)</u>

1. Prior to imposing a suspension without pay, reduction in pay, demotion, or disciplinary termination, the City shall first provide the employee with a written notice citing the reasons for the proposed action. The notice shall either be served personally to the employee or sent by Certified Mail, Return Receipt Requested, and shall notify the employee of his/her right to request a pre-disciplinary response meeting to determine if there is cause for the proposed disciplinary action. The notice shall specify whom the employee should contact to request the Skelly meeting. A request for a meeting must be made by the employee or his/her representative within ten (10) working days of receiving the notice of proposed discipline.

2. Upon receipt of the employee's request for a pre-disciplinary response meeting, the Skelly Officer shall notify the employee of the time, date, and location for the meeting. The Skelly Officer shall schedule the meeting with the employee and his/her representative, if any, within ten (10) working days of the receipt of the request for the meeting. Pre-disciplinary response meetings are to be conducted by the appropriate City official informally, and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. The Skelly Officer shall conduct the meeting and make a recommendation to uphold, modify, or overturn the proposed action within ten (10) working days of the meeting.

3. The appropriate City official is one who was not involved in the underlying cause of discipline in such a manner as to impair their impartiality. In such cases, the City Manager or his/her designee shall designate another City official to conduct the meeting.

C. <u>Appeal Process for Unpaid Suspensions, Reduction-in-Pay, Demotions, or Disciplinary Termination</u>

1. An employee subject to an unpaid suspension, reduction-in-pay, demotion, or dismissal after the pre-disciplinary meeting may appeal such action by filing a Notice of Request for Advisory Appeal with Human Resources. The appeal shall contain a full discussion of the reasons which the employee is asserting as justification of the appeal. The request must be received by Human Resources within ten (10) days after the employee received the written statement of disciplinary action.

2. Within thirty (30) days of filing the Notice of Request for Advisory Appeal, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS

of the arbitrator scheduled. In the alternative the parties may request that SMCS appoint a State Administrative Law Judge (ALJ) to hear the appeal.

3. The arbitrator or ALJ shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules (arbitration) or the California Administrative Procedures Act (APA). The decision of the arbitrator or ALJ shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. The cost of the ALJ shall be paid by the City. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of this section, the parties shall be considered as the City of Rocklin and the Union, or if a grievant is representing himself or herself, the City of Rocklin and the grievant.

4. The arbitrator or ALJ shall prepare a written advisory decision which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The written advisory decision shall be sealed and filed with the City Manager and appealing party. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the written advisory decision to the appealing party with the City Manager's decision within ten (10) days of receipt of the written advisory decision. The City Manager’s decision is appealable to the Placer County Superior Court pursuant to California Code of Civil Procedure Section 1094.5.

ARTICLE 10. GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the processing, hearing and decision on a grievance. This Article supersedes that section of the City Personnel Rules entitled "Grievance Procedure."

2. The purposes of these procedures are to (1) resolve grievances informally at the lowest possible level; (2) provide an orderly procedure for reviewing and resolving grievances promptly; and (3) determine and correct, if possible, the cause of grievances.

B. Procedure

The Fire Chief may grant extensions to the deadlines stated in this procedure.

Step 1. Informal Level

Within five (5) working days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant or Union representative shall orally discuss the grievance with a Battalion Chief. The Battalion Chief shall have five (5) working days to provide a written response to the grievant.

An employee whose immediate supervisor is a Deputy Fire Chief shall discuss the grievance with the Deputy Fire Chief. The Deputy Fire chief shall have five (5) working days to provide a verbal response to the grievant.

Step 2. Formal Levels

Level 1	If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within five (5) working days of the receipt of such answer file a formal written grievance with a Deputy Fire Chief which contains a statement describing the grievance, the section of the Agreement allegedly violated, and the remedy requested. The grievance shall be signed and dated by the grievant(s). The Deputy Fire Chief shall, within five (5) working days thereafter, give a written answer to the grievant. An employee whose immediate supervisor is a Deputy Fire Chief will be deemed to have completed Step Level 1 (A) and be eligible to proceed to Level 2.
Level 2	If the grievant is not satisfied with the written response from the supervisor at Level 1, the grievant may, within five (5) working days from the receipt of such answer file a written appeal to the Fire Chief. Within ten (10) working days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the grievance, which shall include a meeting with the concerned parties, and give a written answer to the grievant.

Step 3. Advisory Arbitration.

If the grievance is not resolved at Step 2, Level 2, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with Human Resources within five (5) working days of the receipt of the Fire Chief's written reply. Within thirty (30) days of filing the Notice of Request for Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS), and submit to Human

Resources, a list of names of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator selected.

The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of payment of fees and costs, the parties shall be considered as the City and the Union, or if a grievant is representing himself or herself, the City and the grievant.

The arbitrator shall prepare a written advisory decision which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The arbitrator's decision shall be sealed and filed with the City Manager. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the arbitrator's decision to the appealing party with the City Manager's decision within ten (10) working days of receipt of the arbitrator's decision.

C. General Provisions

1. A grievant may withdraw a grievance at any level or at any time in the process by making notification in writing to Human Resources.

2. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed.

3. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may proceed to the next higher level.

4. The grievant may be represented by a person of his/her choice at any formal level of this procedure. The grievant shall be personally present at all stages of the grievance.

5. Designated Union Stewards or Representatives shall be allowed reasonable time to investigate any allegations of violations of this Agreement. Reasonable time is defined as three (3) hours; however, upon approval of Human Resources, additional time may be granted.

6. Time limits and formal levels may be waived by mutual written consent of the parties.

7. Notice is deemed given by deposit in the U.S. Mail, postage paid, to the last known address of the addressee, or by personal delivery.

8. Proof of service shall be accomplished by certified mail or declaration of personal delivery.

9. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.

10. All materials pertaining to employee grievances shall be confidential between the employee and his/her representative, appropriate supervisory personnel, other directly involved employee(s), and appropriate City management personnel. Records of grievance complaints and supporting documents shall be maintained in the Human Resources office separately from the employee's personnel files.

11. At all stages in the formal process, a written appeal must contain (1) the original written grievance, (2) the supervisor's response, and (3) a statement explaining why the grievant is not satisfied with the response.

ARTICLE 11. DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

A. Purpose

It is the policy of the City to maintain a drug-free workplace. It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the City has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently in the interest of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who do not seek help, or whose continued substance abuse either violates City rules or interferes in the employee's job performance.

This policy provides guidelines for the detection and deterrence of alcohol and drug

abuse. It also outlines the responsibilities of City managers and employees. To that end, the City will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or damage to the City's reputation. Substance abuse includes the use of, or possession of legal or illegal drugs, alcohol or any other substance which could or does impair an employee's ability to perform his or her job safely, effectively, and efficiently.

All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including dismissal, and may subject an employee to required satisfactory participation in an approved substance abuse assistance or rehabilitation program. Applicants for employment with the City may not be hired for failure to follow these guidelines.

In recognition of the public service responsibilities entrusted to the employees of the City, and the fact that drug and alcohol abuse can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City.

B. Policy

It is the City's policy that no employees shall:

1. Report to work under the influence of alcohol or drugs;

2. Possess drugs or alcohol while on duty or in uniform;

3. Sell, distribute or provide alcohol and/or drugs to any employee or person while on duty;

4. Have their ability to work impaired as a result of the use of alcohol or drugs.

In addition, employees whose ability to work or whose job performance is impaired as a result of off-the-job use of alcohol or controlled drugs will be in violation of this policy. Employees who violate any of the conditions listed in A - D above or whose job performance is impaired by off-the-job substance abuse will be considered "abusers".

Use of medically prescribed medications and drugs, within the guidelines established by the employee's doctor, is not a violation of this policy. However, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment, employees must notify their supervisor before beginning work. Failure to do so may result in discipline, up to and including dismissal. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified

physician may be required.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with an employee in accordance with applicable state and federal laws. A search of any container or property under joint control such as desks, cubicles and lockers may be conducted at any time providing that the City has reasonable suspicion that cause for the search exists, and that the employee is notified or if the employee is present or if the employee gives consent.

When reasonable suspicion exists that illegal drugs or alcoholic beverages are in any areas of joint control as described above, reasonable notice will be provided to the affected employee. At the time of notice of intent to search, the property container will be sealed and remain sealed until the search occurs. Such searches of property containers may be conducted by a sworn Police Officer or may be conducted by Department Heads or Mid-Managers with a Police officer present.

The affected employee and/or his/her employee organization representative shall be provided reasonable opportunity to be present at such searches.

The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.

Supervisory employees shall not physically search the person of employees, nor shall they search the purely personal possessions of employees without the freely given written consent of the employee. Purely personal possessions may be defined as the employee's purse, backpack, briefcase, personal transportation, or duty bag.

Refusal to submit immediately to an alcohol and/or drug analysis when requested by trained City supervisory employees may constitute insubordination and may be grounds for discipline. Disciplinary action may extend up to and including dismissal.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work, and shall be detained for a reasonable time until the employee can be safely transported home. Such employees will be placed on administrative leave with pay until a meeting can be held to determine their status.

The City is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem classifies them as disabled or handicapped under federal and/or state law.

The City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or EAP counselor for additional information.

Any City employee convicted of criminal drug statute violations (including a plea of nolo contendere) occurring in the work place must notify the City of the conviction within five (5) days after the conviction. This notification to the City will not relieve the employee from any disciplinary consequences of the conduct upon which the conviction is based. Within thirty (30) days of such notice, the City will take appropriate action as to the employee.

The City shall notify federal agencies with which the City holds contracts or from which the City receives grants within ten (10) days of receiving notice that a City employee has been convicted of a criminal drug statute for a violation occurring within the workplace.

The City shall establish and maintain a drug-free awareness program to inform City employees about:

1. The dangers of substance abuse in the workplace.

2. The City's policy of maintaining a substance abuse-free workplace.

3. The availability of substance abuse counseling, rehabilitation and employee assistance programs.

4. The penalties that may be imposed upon employees for substance abuse violations occurring in the workplace.

C. Application

This policy applies to all employees represented by the Union, and to all applicants for positions with the City. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

In the event a dispute arises with respect to the application or interpretation of this policy, such dispute shall be grievable pursuant to the grievance procedure contained in Article 10 (Grievance Procedure) of this Agreement.

D. Employee Responsibility

An employee must:

1. Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

2. Not possess or use alcohol or impairing drugs (illegal drugs or misuse of legally prescribed drugs) during work hours or while on breaks, during meal periods or at any time while on City property or in uniform. Employees who are not at work, or on compensated on call, may be on City public property without being subject to this provision.

3. Not directly or through a third party knowingly sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on City grounds, on duty, or subject to being called for duty.

4. Submit immediately to an alcohol and drug test when requested by an appropriate City supervisory employee.

5. Notify his/her supervisor, before beginning work, when taking any prescription or non-prescription medications or drugs about which the employee has reason to believe may interfere with the safe and effective performance of duties or operation of City equipment.

6. Provide, within twenty-four (24) hours · of request or as soon as possible thereafter, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

7. Notify the City of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction.

E. Management Responsibilities and Guidelines

1. Supervisory employees are responsible for reasonable enforcement of this policy.

2. Supervisory employees may request that an employee submit to a drug and/or alcohol test when a supervisory employee has a reasonable suspicion that an employee is under the influence of drugs or alcohol on the job or on compensated on call. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

(a) Slurred speech;
(b) Alcohol odor on breath;
(c) Unsteady walking and movement;

(d) An accident involving City property or employee injury;
(e) Physical altercation;
(f) Verbal altercation;
(g) Unusual behavior;
(h) Possession of alcohol or drugs or drug paraphernalia;
(i) Information obtained from a reliable person with personal knowledge;
(j) Physical appearance such as sloppiness, disarray or red eyes;
(k) Difficulty responding to simple questions such as time of day, location, etc.
(l) Difficulty performing simple tasks such as counting, touching nose, etc.

3. Any supervisory employee requesting an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

4. Any supervisory employee encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request should remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the supervisory employee should detain the employee for a reasonable time until the employee can be safely transported home.

F. Physical Examination and Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

The testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test (EMIT) with all positive screening results being confirmed utilizing Gas Chromatography/Mass Spectrometry (GC/MS) before a sample is considered positive.

After consulting with expert staff of the laboratory or laboratories selected to perform the testing, the City shall ensure that the test cutoff levels conform to the National Institute on Drug Abuse (NIDA) standards.

Test samples will be collected in a clinical setting, such as a laboratory collection station, doctor's office, hospital or clinic or in another setting approved by the City on the basis that it provides for at least an equally secure and professional collection process. The City shall specify procedures to ensure that true samples are obtained.

The City shall specify measures to ensure that a strict chain of custody is maintained for

the sample from the time it is taken, through the testing process to its final disposition.

Drug tests shall be performed by a laboratory selected based on its meeting standards that are the same or at least comparable in scope and rigor, as those used by the National Institute on Drug Abuse to certify laboratories engaged in urine drug testing for federal agencies.

G. Employee Rights

Employees shall be entitled to representation during any interviews or discussions that could lead to a decision by the City to take adverse action against the employee, regardless of whether these interviews or discussions occur before or after the sample is taken. However, the employee may be ordered to take the test immediately, with or without representation.

The sample collection process shall include the opportunity for the employee to provide information about factors other than illegal drug use (such as taking legally prescribed medications) that could cause a positive test result.

The employee shall receive a full copy of any confirmed positive test results.

All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one (1) year following the test. At the employee's request and expense, the sample may be retested by that laboratory or another laboratory of the employee's choice.

H. Results of Drug and/or Alcohol Analysis

1. Pre-employment Physicals

(a) A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.

(b) If a drug screen is positive at the pre-employment physical, the applicant must provide, within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

2. Existing Employees, Alcohol/Drug Tests

(a) A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination.

(b) If the drug screen is positive, the employee must provide, within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor that he/she is taking a substance (prescribed or over-the-counter) that is likely to impair the employee's ability to perform his/her duties, the employee will be subject to disciplinary action, up to and including discharge.

(c) If an alcohol or drug test is confirmed positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with applicable and pertinent discipline procedures.

3. Confidentiality

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential file that will be kept securely under the control of the Human Resources Manager. The reports or test results may be disclosed to City management on a_ strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

SECTION VI-UNION RIGHTS

ARTICLE 1. UNION ACTIVITIES

A. The Union may place one bulletin board in each fire station for the purpose of communicating Union business to the membership.

1. Specific placement and size of such boards within a station shall be subject to the approval of the Fire Chief.

(a) A Union representative shall be responsible for maintaining such board.

(b) The Fire Chief reserves the right to prohibit the posting and order the removal of material.

B. Two (2) members of the Executive Board or Grievance Committee shall be granted leave from duty with full benefits for all meetings and hearing between the City and the Union for the purposes of resolving a grievance when such meetings and hearings take place at a time during which such members are scheduled to be on duty. Time off shall be limited to one (1) hour prior to the scheduled meeting and one (1) hour after the scheduled meeting. The Fire Chief shall make the final determination as to staffing availability.

C. A maximum of two (2) members of the Negotiation Team shall be granted leave from duty with full benefits for the purposes of negotiating terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty. Time off shall be limited to one (1) hour prior to the scheduled meeting and one (1) hour after the scheduled meeting. The Fire Chief shall make the final determination as to staffing availability.

D. The City will provide a cumulative total of one hundred and twenty (120) hours per year release time for Union representatives to attend training seminars, schools for training in labor-management relations and Union business.

E. Union Representative shall be defined as follows:

<u>Local 522 Executive Board</u>

Union President
Union Vice President
Union Treasurer
Union Secretary

<u>Local 522 Negotiation Team</u>

Vice President (Lead Negotiator)
Team Member #2
Team Member #3
Team Member #4
Team Member #5
Team Scribe

<u>Local 522 Grievance Committee Members</u>

Designated Union Executive Board Members
Shop Steward A Shift
Shop Steward B Shift
Shop Steward C Shift

F. On February 1 of each year, the Union will provide the City with a list of Union representatives eligible to participate in training and Union business leave. Any Changes to the list must be reported to the City on a timely basis.

SECTION VII - MISCELLANEOUS PROVISIONS

ARTICLE 1. MODIFIED/ALTERNATIVE DUTY ASSIGNMENTS

The provisions of the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to Modified/Alternative Duty Assignments are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 2. PHYSICAL FITNESS PROGRAM

The provisions of the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to the Physical Fitness Program are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 3. TIME OFF REQUESTS

The City and Union are meeting and conferring over the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to Time Off Requests. Once the City and Union reach agreement on this AG and SOG, they are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 4. STAFFING, STATION ASSIGNMENTS, OUT-OF-CLASS ASSIGNMENTS, AND CALL BACK

A. Administrative Guidelines (AGs) and Standard Operating Guidelines (SOGs)

The AGs and SOGs related to Staffing, Station Assignments, Out-of-Class Assignments, and Call Backs are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to these AGs and SOGs.

B. Minimum Staffing

1. The City agrees that it shall maintain, on a daily basis, a minimum staffing on each Company consisting of one (1) Captain, one (1) Engineer, and one (1) Firefighter.

2. It is the intention of the City to maintain a minimum of three (3) Companies staffed at all times.

3. This requirement does not apply to temporary reductions within a twenty-four (24) hour shift, caused by such operational needs as a crew member transporting with an ambulance to the hospital, attending a business meeting, or cross-staffing of auxiliary apparatus such as brush units.

4. A qualified person acting in the required rank may be used to satisfy this requirement as AG #209 defines the qualified positions of Company Officer, Engineer and Firefighter.

5. Temporary short-term reductions of said minimum staffing levels can be made after Call-Back procedures following AG and SOG #211 have been exhausted to meet the said minimum staffing levels. The Fire Chief and Union President, or an executive Board member, should be notified via text message, page, or email regarding the minimum staffing reduction.

WHEREAS, the parties here to have entered into this Memorandum on the 26st day of July, 2022

CITY OF ROCKLIN

_____ _____
Jack Hughes, Lead Negotiator Date
Liebert, Cassidy, Whitmore

_____ _____
Aly Zimmermann, City Manager Date

ROCKLIN FIREFIGHTER'S,LOCAL 522

By: _____ _____
Trevor Jameson, President, Local 522 Date

By: _____ _____
Larry Menth, Union Business Agent Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City of Rocklin Fire Department's State Mandated Annual Fire Inspection Report

Date: August 12, 2025

Submitted By: Ryan Brayton, Deputy Fire Chief
Reginald Williams, Fire Chief

Department: Fire

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

Background:

On September 27, 2018, California Senate Bill 1205 (SB1205) became effective, and added a new section to the California Health and Safety Code affecting every fire department and fire district in the State. SB1205 requires every fire department or district providing fire protection services to annually inspect all public and private schools, hotels, motels, lodging houses, and apartment buildings. Fire departments and fire districts shall annually report their compliance to Sections 13146.2 and 13146.3 of the Health and Safety Code to their administrating authority.

The Rocklin Fire Department conducted inspections of 42 Group E Occupancies (public and private schools) and 61 Group R Occupancies (hotels, motels, lodging, etc.) during the 2024/25 fiscal year, as identified in Exhibits A and B to the Resolution.

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

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Group E Inspections
3. Resolution Exhibit B - Group R Inspections

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACKNOWLEDGING THE CITY OF ROCKLIN FIRE DEPARTMENT'S COMPLIANCE WITH SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health and Safety Code Section 13146.4 requires all fire departments that provide fire protection services to report annually to its administering authority the compliance with performing inspections required by Health and Safety Code sections 13146.2 and 13146.3; and

WHEREAS, Health and Safety Code Sections 13146.2 and 13146.3 require all fire departments that provide fire protection services to perform annual inspections in every public or private school, hotel, motel, lodging house, and apartment building for compliance with building standards; and

WHEREAS, the City of Rocklin Fire Department has conducted all 42 Group E (school) and 61 Group R (hotel, motel, lodging, etc.) State mandated occupancy inspections for Fiscal Year 2024-2025; and

WHEREAS, the City Council of Rocklin intends this Resolution to fulfill the requirements of the California Health and Safety Code regarding acknowledgment of receipt of the Rocklin Fire Department's Annual Fire Inspection Report as required by California Health and Safety Code Section 13146.4.

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

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council of the City of Rocklin hereby acknowledges receipt of the Rocklin Fire Department's Annual Fire Inspection Report for fiscal year 2024-2025, attached hereto collectively as Exhibits "A" and "B," demonstrating the Fire Department's compliance with the requirements set forth in Health and Safety Code sections 13146.2 and 13146.3.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Rocklin Fire Department, FY 24/25 Completed State Required Inspections

GROUP E OCCUPANCIES (PUBLIC OR PRIVATE SCHOOLS)

	School/Site Inspected	*Inspection Date*
1	**Antelope Creek Elementary** 6185 Springview Drive 95677	**10/29/2024**
2	**Breen Elementary** 2751 Breen Drive 95765	**10/30/2024**
3	**California International School** 2213 Sunset Boulevard, 95765	**10/28/2024**
4	**Catalyst Kids- Rocklin ES** 5025 Meyers St 95677	**10/14/2024**
5	**Catalyst Kids- Cobblestone ES** 5740 Cobblestone Dr 95677	**10/29/2024**
6	**Catalyst Kids- Valley View ES** 3000 Crest Dr 95677	**10/18/2024**
7	**Catalyst Kids- Parker Whitney ES** 5145 Topaz Ave Bldg E3 95677	**10/30/2024**
8	**Catalyst Kids- Breen ES** 2751 Breen Dr Bldg 33 95765	**10/30/2024**
9	**Catalyst Kids- Rock Creek ES** 2140 Collet Quarry Dr 95765	**10/31/2024**
10	**Catalyst Kids- Quarry Trails ES** 810 Lazy Trail Dr 95765	**10/18/2024**
11	**Catalyst Kids- Sunset Ranch ES** 2500 Bridlewood Dr 95765	**11/1/2024**
12	**Catalyst Kids- Twin Oaks ES** 2835 Club Dr 95765	**11/15/2024**
13	**Catalyst Kids- Ruhkala ES** 6530 Turnstone Way 95765	**10/28/2024**
14	**Catalyst Kids- Antelope Creek ES** 6185 Springview Dr 95677	**10/29/2024**
15	**Catalyst Kids- Sierra ES** 6811 Camborne Way 95677	**10/18/2024**
16	**Cobblestone Elementary** 5740 Cobblestone Drive 95765	**10/29/2024**
17	**The Cottage Homeschool** 5425 Coronado Way, 95677	**11/20/2024**
18	**Granite Oaks Middle School** 2600 Wyckford Drive 95765	**11/21/2024**
19	**Destiny Christian School** 6900 Destiny Drive 95677	**11/5/2024**

	School/Site Inspected	*Inspection Date*
20	**Maria Montessori** 1850 Wildcat Boulevard 95765	**11/13/2024**
21	**Parker Whitney Elementary** 5145 Topaz Avenue 95677	**10/30/2024**
22	**Quarry Trails Elementary** 810 Lazy Trail Drive, 95765	**10/18/2024**
23	**Rock Creek Elementary** 2140 Collet Quarry Drive 95765	**10/31/2024**
24	**Rocklin Academy Gateway** 6550 Lonetree Boulevard 95765	**10/29/2024**
25	**Rocklin Elementary** 5025 Meyers Street 95677	**10/14/2024**
26	**Rocklin High School** 5301 Victory Lane 95765	**11/01/2024**
27	**Ruhkala Elementary** 6530 Turnstone Way 95765	**10/28/2024**
28	**Sierra Elementary** 6811 Camborne Way 95677	**10/18/2024**
29	**Springview Middle School** 5040 Fifth Street 95677	**11/12/2024**
30	**Sunset Ranch Elementary** 2500 Bridlewood Drive 95765	**11/01/2024**
31	**TNT Kidz Center** 4500 Tuttle Drive, 95677	**11/06/2024**
32	**Twin Oaks Elementary School** 2835 Club Drive 95765	**11/15/2024**
33	**Valley View Elementary School** 3000 Crest Drive 95765	**10/18/2024**
34	**Victory High School** 3250 Victory Drive 95765	**10/17/2024**
35	**Western Sierra Collegiate Academy** 660 Menlo Drive 95765	**11/21/2024**
36	**Whitney High School** 701 Wildcat Boulevard 95765	**11/06/2024**
37	**Catalyst Kids- Rocklin ES** 5025 Meyers St 95677	**10/14/2024**
38	**Rocklin Academy Turnstone** 6532 Turnstone Way 95765	**10/15/2024**

Exhibit A

Rocklin Fire Department, FY 24/25 Completed State Required Inspections

GROUP E OCCUPANCIES (PUBLIC OR PRIVATE SCHOOLS)

39	**Kids Park Daycare** 6801 Five Star Blvd 95677	**10/18/2024**
40	**Sierra College State Preschool** 4745 Rocklin Rd 95677	**10/29/2024**
41	**Acton Academy** 4750 Grove St 95677	**11/13/2024**
42	**Rocklin Montessori** 5250 Fifth St 95677	**6/4/2025**

Exhibit B
Rocklin Fire Department, FY 24/25 Completed State Required Inspections
GROUP R OCCUPANCIES
(HOTELS, APARTMENTS, AND CERTAIN RESIDENTIAL CARE FACILITIES)

HOTELS		
Residential Group R-1		
1	**Comfort Inn & Suites** 4420 Rocklin Road 95677	**04/08/2025**
2	**Days Inn** 4515 Granite Drive 95677	**04/24/2025**
3	**Holiday Inn Express** 6830 Five Star Boulevard 95677	**04/10/2025**
4	**Rocklin Park Hotel** 5450 China Garden Road 95677	**07/02/2024**
5	**Staybridge Suites** 6664 Lonetree Boulevard 95765	**04/08/2025**
6	**Surestay Plus** 4480 Rocklin Road 95677	**04/11/2025**
APARTMENTS		
Residential Group R-2		
7	**Broadstone Apartments** 2301 Sunset Boulevard 95765	**04/04/2025**
8	**College Manor Apartments** 4207 Racetrack Road 95677	**04/03/2025**
9	**Creekside Village Apartments** 5500 Aguilar Road 95677	**04/09/2025**
10	**The Brighton Apartments** 6050 Placer West Drive 95677	**04/02/2025**
11	**Edgewood Apartments** 5761 Shannon Bay Drive 95677	**04/04/2025**
12	**Emerald Pointe Apartments** 101 Gold Circle 95765	**04/04/2025**
13	**Garnet Creek Apartments** 5002 Jewel Street 95677	**03/28/2025**
14	**Granite Creek Apartments** 1501 Cobble Creek Circle 95677	**06/19/2025**
15	**The Everette Apartments** 3300 Parkside Drive 95677	**04/03/2025**
16	**Easton Apartments** 5415 South Grove 95677	**04/04/2025**
17	**The James Apartments** 6201 West Oaks Boulevard 95765	**03/19/2025**
18	**Lyn Roc Apartments** 6105 Sunset Boulevard 95677	**04/11/2025**
19	**Meridian Apartments** 2121 Sunset Boulevard 95765	**03/12/2025**
20	**Montessa** 1150 Whitney Ranch Parkway 95765	**03/18/2025**
21	**Oaks at Sunset I** 201 Sammy Way 95765	**04/02/2025**
22	**Oaks at Sunset II** 2301 Sammy Way 95765	**04/02/2025**
23	**Pacific Heights Apartments** 4455 Pacific Street 95677	**03/20/2025**
24	**Pacific Sunset Condos** **2550 Sunset Boulevard 95677**	**04/16/2025**
25	**Placer West Apartments** 6055 Placer West Drive 95677	**04/04/2025**
26	**Quarry Oaks Apartments** 3950 Evelyn Avenue 95677	**03/26/2025**
27	**Rocklin Gold Apartments** 2651 Sunset Boulevard 95677	**04/18/2025**
28	**Rocklin Manor Apartments** 5240 Rocklin Road 95677	**04/01/2025**
29	**Rocklin Ranch Apartments** 6601 Blue Oaks Boulevard 95765	**03/24/2025**
30	**Rolling Oaks Apartments** 5725 Shannon Bay Drive 95677	**03/21/2025**
31	**Shaliko Apartments** 5051 El Don Drive 95677	**03/27/2025**
32	**Shannon Bay Apartments** 5757 Shannon Bay Drive 95677	**03/25/2025**
33	**Silver Oaks Apartments** 5780 Springview Drive 95677	**03/01/2025**
34	**Springview Oaks Apartments** 5795 Springview Drive 95677	**04/18/2025**
35	**The VUE at Rocklin Ridge** 5902 Springview Drive 95677	**04/03/2025**

Exhibit B
Rocklin Fire Department, FY 24/25 Completed State Required Inspections
GROUP R OCCUPANCIES
(HOTELS, APARTMENTS, AND CERTAIN RESIDENTIAL CARE FACILITIES)

36	**Stanford Court Apartments** 3220 Santa Fe Way 95765	**03/07/2025**
37	**Stanford Heights Apartments** 5801 Little Rock Road 95765	**04/04/2025**
38	**Sunset Apartments** 3655 Sunset Boulevard 95677	**04/10/2025**
39	**Sunset Summit Apartments** 2151 Sunset Boulevard 95765	**03/14/2025**
40	**Sutter Ridge Apartments** 5800 Woodside Drive 95677	**04/04/2025**
41	**Vicara Condos** 1240 Whitney Ranch Parkway 95765	**03/21/2025**
42	**Villa Serena Apartments** 101 Villa Serena Circle 95765	**04/08/2025**
43	**Whitney Ranch Apartments** 711 University Avenue 95765	**03/10/2025**
44	**Winsted Apartments** 101 Coppervale Circle 95765	**03/27/2025**
45	**Second St Apartments** 5085 Second St 95765	**04/02/2025**
46	**Front St Apartments** 5250 Front St 95765	**04/02/2025**
47	**3350 Sunset Apartments** 3350 Sunset 95765	**04/02/2025**
48	**Sierra Gateway Apartments** 5180 Rocklin Rd 95677	**04/01/2025**
49	**5175 Second St Apartments** 5175 Second St 95677	**04/02/2025**
50	**Stanford Terraces** 3339 Marlee Way 95765	**04/08/2025**
51	**Terracina at Stanford Ranch** 801 University 95765	**03/20/2025**
	DORMITORIES	
	Residential Group R-2.1	
52	**Sierra College** 5100 Sierra College Boulevard 95677	**06/23/2025**
53	**Jessup University** 2121 University Avenue 95765	**03/26/2025**

	LARGE RESIDENTIAL CARE FACILITIES	
	Residential Group R-2.1	
54	**Ansel Park Assisted Living** 1200 Orchid Dr 95765	**04/03/2025**
55	**Ansel Park Independent Living** 1250 Orchid Dr 95765	**04/03/2025**
56	**Atria Rocklin- Assisted Living** 3201 Santa Fe Way 95765	**04/02/2025**
57	**Atria Rocklin- Independent Living** 3201 Santa Fe Way 95765	**04/02/2025**
58	**Sunrise Assisted Living** 6100 Sierra College Blvd 95677	**04/14/2025**
59	**The Pines** 500 W Ranch View Dr 95765	**04/04/2025**
60	**The Villas- Assisted Living** 1430 W Stanford Ranch Rd 95765	**04/07/2025**
61	**The Villas- Independent Living** 1450 W Stanford Ranch Rd 95765	**04/07/2025**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: California Highway Patrol Grant - Award

Date: August 12, 2025

Submitted By: Chad Morris, Police Captain
Rustin Banks, Police Chief
Chris Osborne, Lieutenant

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Grant Application Submitted to the Department of California Highway Patrol and Authorizing the City Manager to Execute the Grant Agreement.

Background:
The Rocklin Police Department (RPD) has been awarded a $168,483 grant for education and enforcement of driving under the influence from the Department of California Highway Patrol (CHP). The grant award notice and agreement is included as Attachment 2. The primary focus is to preserve human life by preventing DUI activities. RPD will provide education programs and conduct periodic enforcement operations across the community as it relates to the dangers of impaired driving in our community. The goal is to educate the public, focusing on adolescents, on the dangers of driving under the influence, or being a passenger in a vehicle with a driver who is under the influence of drugs and/or alcohol.

This year's grant award will be used to:

1. purchase education/outreach materials, like wrist bands, keychains, flashlights, etc., to be given to members of the community as reminders to dissuade drivers from DUI/DUID (driving under the influence/driving under the influence of drugs) or passengers from getting into a vehicle with an impaired driver;
2. purchase one DUI/DUID patrol vehicle wrapped in anti-DUI/DUID messaging;
3. training for two officers to attend Standardized Field Sobriety Testing (SFST) instructor course; training for two officers to attend Advanced Roadside Impaired Driving Enforcement (ARIDE) training curriculum;
4. personnel costs for officers to present at education/outreach and/or community events; and to conduct saturation patrols and a checkpoint(s).

The Department of California Highway Patrol requires the City Council of the City of Rocklin to provide an authorizing resolution prior to accepting the grant funding. The budget amendment of $168,483 is required to recognize the grant funds in the Fiscal Year 2025/26 Operating

Budget to administer the grant, including the purchase of one custom-wrapped patrol vehicle, with CHP-approved anti-DUI/DUID messaging.

Fiscal Impact:
The total grant award is $168,483, and funds will be expended in accordance with the grant requirements. No City match is required. Staff recommends that the City Council authorize all necessary fiscal actions, including budgetary and accounting transactions, to implement and administer the grant award in an amount up to $168,483 in the Traffic Safety/Police Department Grant Fund (Fund 244).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - FY25-26 CTFGP Intent to Award - Rocklin PD
3. Resolution Exhibit B - FY25-26 CTFGP Grant Agreement - Rocklin PD

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
RATIFYING THE GRANT APPLICATION SUBMITTED
TO THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE GRANT AGREEMENT

WHEREAS, the City of Rocklin through its Police Department applied for and was awarded a one-year grant in the amount of one hundred sixty-eight thousand four hundred eighty-three dollars ($168,483), starting July 1, 2025 and concluding June 30, 2026 (attached hereto as Exhibit A to the Resolution); and

WHEREAS, the grant will fund partial personnel costs of police officers from the Rocklin Police Department who are assigned to conduct enforcement and/or public education outreach concerning the dangers of impaired driving, Standardized Field Sobriety Testing (SFST) Instructor Training for two officers, Advanced Roadside Impaired Driving Enforcement (ARIDE) Training for two officers; and the purchase of a DUI/DUID patrol vehicle wrapped in anti-DUI/DUID messaging plus miscellaneous public education materials; and

WHEREAS, the Rocklin Police Department will be providing education and conducting periodic driving under the influence (DUI) enforcement activities across the city as it relates to the increasing public awareness surrounding the dangers of impaired driving and reducing impaired driving accidents making our roadways a safer place to travel; and

WHEREAS, the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program requires that the City of Rocklin provide a resolution from its governing body in order to accept the grant funding and administer the grant; and

WHEREAS, the Police Department seeks approval to purchase one custom wrapped patrol vehicle, with CHP approved anti DUI/DUID messaging utilizing grant funding; and

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

Section 1. The City Council of the City of Rocklin hereby ratifies the Police Department's grant application to the California Highway Patrol and authorizes the City Manager to execute a Grant Agreement with the California Highway Patrol (attached hereto as Exhibit B to the Resolution) and all actions required to obtain and manage funds with the California Highway Patrol.

Section 2. The City Manager is authorized to take necessary fiscal actions, including budgetary and accounting transactions, to implement and administer the grant in the Traffic Safety/Police Department Grant Fund (Fund 244) in an amount up to the grant award.

Section 3. The City Manager is authorized to take necessary actions, including establishing a purchase order, signing documents, and receiving and transmitting any materials required to procure the law enforcement vehicle for DUI enforcement and public education, at a cost not to exceed the grant amount and consistent with grant requirements and City policies.

Section 4. The City Council of the City of Rocklin agrees to abide by the terms and conditions of the grant agreement as set forth by CHP.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 13, 2025

File No.: 060.17344.17369

Karen Smith
Rocklin Police Department
4080 Rocklin Road
Rocklin, CA 95677

Dear Ms. Smith:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Rocklin Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $168,483.00. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

M. W. HEADRICK, Chief
Enforcement and Planning Division

Award Number
23339

1. GRANT TITLE
FY25/26 CTFGP Law Enforcement - Rocklin Police Department

2. NAME OF ORGANIZATION/AGENCY
Rocklin Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Rocklin Police Department

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2025 To: 06/30/2026

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $168,483.00

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Aly Zimmermann
Title: City Manager
Phone: (916) 625-5585

Address: 3970 Rocklin Road
Rocklin, CA 95677

E-Mail: AlyZ@rocklin.ca.us

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasely@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Karen Smith
Title: Administrative Analyst
Phone: (916) 625-5585

Address: Rocklin Police Department
Attn: Accounts Receivable
4080 Rocklin Road
Rocklin, CA 95677

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Rocklin Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The proposed project is designed to significantly enhance our agency's ability to combat DUI offenses through two added pivotal initiatives: procuring a specialized enforcement vehicle equipped for DUI prevention and enforcement and providing advanced DUI investigation training for our officers. The enforcement vehicle will be visually distinct, wrapped with powerful anti-DUI messages to increase public awareness and deter impaired driving. It will function not only as a tool in enforcement operations but also as a mobile educational billboard at schools, community events, and other local gatherings to promote awareness of the dangers of impaired driving. In addition to the vehicle, the project seeks funding to provide our officers with specialized training in DUI investigation. This training will arm our personnel with the latest strategies and techniques for effectively identifying, evaluating, and investigating DUI offenses. With these enhanced skills, our officers will be better positioned to handle DUI cases with greater accuracy and effectiveness. By integrating these components—advanced training and a specialized vehicle—the project aligns with our commitment to improving traffic safety and reducing DUI incidents. The Department desires to continue its education and outreach engagements while performing strategic saturation patrols and a DUI/DUID checkpoint. This comprehensive approach not only increases the visibility of our DUI prevention efforts but also boosts our enforcement capabilities, making our roads safer for everyone. This strategy ultimately aims to decrease DUI occurrences, thereby creating a safer driving environment in our community.

Problem Statement & Proposed Solution

Problem Statement:

Our community faces a challenge with the increasing incidence of driving under the influence (DUI), which poses significant risks to public safety and well-being. Recent data indicates an alarming increase in DUI-related activity, with a total of 277 DUI arrests recorded in the past two years. This trend marks an increase of 29% in DUI arrests since last year. Particularly alarming is the 550% rise in DUI arrests among underage drivers—a clear call for immediate preventative action and stronger enforcement strategies. On top of this, our community has experienced 88 DUI-related injury accidents in the same timeframe, highlighting the pressing need for more rigorous DUI enforcement and heightened public education efforts. The lack of a dedicated enforcement vehicle and the need for more advanced training for officers aggravate the situation, hindering our department's capabilities to efficiently detect, deter, and address DUI incidents. (NOTE: Use of "DUI" throughout this application refers to DUI/DUID)

Proposed Solution:

To directly tackle the identified problems our project proposes a three-pronged approach:

1. Acquisition of a Fully Equipped DUI Enforcement Vehicle: We aim to purchase and outfit a dedicated enforcement vehicle with the necessary technology and equipment for DUI detection and prevention. This vehicle will also serve an educational purpose, being wrapped with prominent anti-DUI messaging, thus acting as a mobile billboard to raise public awareness about the dangers of impaired driving.
2. Specialized DUI Investigation Training for Officers: To enhance the effectiveness of DUI enforcement, funding will also be allocated towards providing our officers with DUI investigation training. This will equip them with the latest techniques and knowledge for accurately identifying and investigating DUI cases, thereby improving the overall efficiency and effectiveness of our enforcement efforts.
3. Continued Education and Outreach: Focus on effective messaging to teens and the community concerning DUI consequences. Delivering repeated influential campaigns to keep the message fresh in the minds of drivers and passengers. Research indicates the average prospect needs to hear/see a message about seven times before they take action.

Schedule A

Statistical Justification:
The observed 29% rise in DUI-related incidents alongside a staggering 550% surge in arrests of underage DUI drivers over the past two years signals an escalating issue that demands prompt and focused action.

- Annual DUI Statistics (2020 – 2024)

2020

- DUI Collision arrests: 28
- DUI arrests (no collision): 44
- Total DUI arrests: 72

2021

- DUI Collision arrests: 38
- DUI arrests (no collision): 71
- Total DUI arrests: 109

2022

- DUI Collision arrests: 39
- DUI arrests (no collision): 79
- Total DUI arrests: 118

2023

- DUI Collision arrests: 40
- DUI arrests (no collision): 81
- Total DUI arrests: 121

2024

- DUI Collision arrests: 48
- DUI arrests (no collision): 108
- Total DUI arrests: 156

- Total DUI arrests for the past five years: 576

The following data is Rocklin Police Department's underage (under 21 years old) DUI arrests:
2020: 3
2021: 8
2022: 12
2023: 2
2024: 13

This comprehensive strategy aims not just to enhance the capabilities of our officers but also to foster a culture of responsibility and safety among drivers, ultimately reducing the incidence of DUI in our community.

Performance Measures/Scope of Work
Project Activities:

1. 1 DUI/DUID Patrol Vehicle (Q1-2=Complete procurement process, Q2-4=Deployment of vehicle on patrols): Enhance patrol capabilities and efficiency in identifying DUI/DUID offenders; improved detection of DUI/DUID instances by our officers.

   Justification: The specialized DUI/DUID patrol vehicle is prominently wrapped with impactful anti-DUI messaging and will serve as a moving billboard to elevate public awareness and deter impaired driving. It is equipped with advanced technology that increases officer safety, improves impaired drivers' identification, and promotes roadway safety in the community.

2. 4 DUI Investigation Training for Officers (Q1=Organize training sessions, Q2-4=Conduct training): Improve officer skills and knowledge in DUI/DUID detection resulting in an increase in DUI/DUID identification ultimately resulting is reduced DUI/DUID crashes.

Justification: Training will provide officers with the latest investigative techniques, leading to more efficient and effective DUI/DUID incident handling. Two officers to attend and successfully complete the Standardized Field Sobriety Testing (SFST) training curriculum. Two officers to attend and successfully complete the Advanced Roadside Impaired Driving Enforcement (ARIDE) training curriculum.

3. 16 DUI Saturation Patrols (Q1=4, Q2=4, Q3=4, Q4=4): Aim to reduce DUI/DUID crashes by conducting targeted saturation patrols, decrease of DUI/DUID incidents by 10% year over year.

   Justification: The frequency of DUI/DUID related collisions will decrease impaired driving, thereby enhancing community safety

4. 8 Educational Outreach & Presentations to High Schools (Q1=2, Q2=2, Q3=2, Q4=2): Educate at least 400 students annually on the dangers of impaired driving, reach a minimum of 100 students per presentation.

   Justification: Early education can create lasting awareness among young drivers, potentially reducing future instances of DUI/DUID.

5. 1 DUI Checkpoint (Q1=0, Q2=0, Q3=1, Q4=0): Perform one DUI Checkpoint during fiscal year 2025-2026. Education the community during checkpoint.

   Justification: Publicized DUI/DUID checkpoints to deter drivers and educate the community.

Equipment/Direct Purchases:

1. DUI/DUID Patrol Vehicle:
   - Quarter 1: Allocation of funds and procurement process initiation.
   - Quarter 2: Receipt and preparation of the vehicle for deployment.
   - Quarters 2-4: Utilization in patrol operations and education efforts.

2. DUI Investigation Training Materials:
   - Quarter 1: Identification of training program opportunities.
   - Quarter 2-4: Execution of training sessions for officers.

3. Promotional Items:
   - Purchase in Q1.
   - Distributed across Quarters 1-4 at education/outreach and community events.
   - Consistent with the educational outreach objective, they will serve as tangible reminders of the DUI campaign's messages.

     Custom printed flashlights or similar item
     Qty 500
     Unit cost $2.00
     Set up/tax/shipping $100
     Total cost $1,100

     Custom printed keychains or similar item
     Qty 750
     Unit cost $1.75
     Set up/tax/shipping $100
     Total cost $1,413

     Custom printed flyers/brochures
     Qty 10,000
     Unit cost $0.15
     Set up/tax/shipping $100
     Total cost $1600

Custom printed rubber bracelets or similar item
Qty 1,000
Unit cost $0.55
Set up/tax/shipping $100
Total cost $650

Custom printed magnets or similar item
Qty 1,500
Unit cost $0.35
Set up/tax/shipping $50
Total cost $575

Custom printed stickers or similar item
Qty 5,000
Unit cost $0.15
Set up/tax/shipping $50
Total cost $800

Activity Goals/Objectives:

1. Educational Outreach:
   - Quarters 1-4: Execute two outreach initiatives, targeting diverse segments of the community, with a particular emphasis on high-risk groups.
   - Increase community knowledge on DUI/DUID prevention.

2. DUI Checkpoints:
   - Quarters 1-4: Conduct one DUI checkpoint during fiscal year 2025-2026 to intercept and discourage impaired driving.
   - Generate media coverage to amplify the deterrence effect.

3. DUI Saturation Patrols:
   - Quarters 1-4: Maintain the frequency of patrols to consistently monitor and deter impaired driving.

By operationalizing these goals and objectives, the Rocklin Police Department will not only demonstrate fiscal accountability but also significantly contribute to the reduction of DUI/DUID occurrences and the promotion of a safer community in the fiscal year 2025-2026.

Project Performance Evaluation

The Rocklin Police Department will utilize a multifaceted approach to evaluate the effectiveness and positive impacts of our DUI Enforcement and Education Project for the fiscal year 2025-2026. Our evaluation strategy is designed to capture both quantitative and qualitative data, and we will enact a communication plan to regularly share project results with internal and external stakeholders.

Quantitative Evaluation:

1. DUI/DUID Incident Tracking:
   We will monitor the number of DUI/DUID incidents monthly to compare with historical data, looking for a target reduction of 20% by the end of the fiscal year.

2. Saturation Patrol and Checkpoint Statistics:
   Data from DUI saturation patrols and checkpoint will be tabulated, including the number of vehicles stopped, drivers tested, arrests made, and any public interactions.

3. Training Effectiveness:
   Pre- and post-training assessments will be conducted to measure the improvement in officers' knowledge and capabilities in DUI/DUID detection and handling.

4. Educational Outreach Impact:
   We will count the number of high school presentations given and gather feedback via surveys from student participants to gauge the level of increased awareness.

Schedule A

Qualitative Evaluation:

1. Community Feedback:
   We will conduct community surveys to collect feedback on perceived changes in roadway safety and the effectiveness of DUI enforcement visibility.

2. Officer Testimonials:
   Post-training, officers will be asked to provide qualitative feedback on how the training has impacted their enforcement approach and confidence in handling DUI/DUID situations.

3. Stakeholder Interviews:
   Key community leaders and project partners will be interviewed for insights on the project's impact on community safety and DUI/DUID awareness.

Communication Plan:

1. Internal Reporting:
   Monthly reports will be prepared for police department staff and city officials summarizing progress toward goals, incident data, and any challenges or successes.

2. External Outreach:
   Social media updates will be distributed to inform the public of our progress, significant arrests, upcoming events, and educational opportunities.

3. Annual Performance Report:
   At the end of the fiscal year, we will produce a comprehensive performance report detailing achievements, statistical trends, and anecdotal evidence of project effectiveness. This report will be presented to city officials, made accessible to the community via public meetings, and posted on relevant digital platforms, including the department's website.

Through this transparent and accountable approach to performance evaluation and communication, the Rocklin Police Department is committed to continuously assessing the effectiveness of our DUI Enforcement and Education Project and sharing the positive impacts on our community with a broad audience of stakeholders.

Program Sustainability

To ensure the sustainability of the DUI Enforcement and Education Project beyond the period of grant funding (FY 2025-2026), the Rocklin Police Department has developed a strategic plan focused on reducing reliance on future grant funds, securing alternative financing, and embedding the program within our ongoing community policing efforts. Our sustainability plan is built on multiple pillars, designed to ensure the project's continued impact on improving road safety and reducing DUI/DUID incidents.

Diversification of Funding Sources:

State and Federal Grants: While reducing reliance on grant funding is our goal, we will continue to pursue other grant opportunities focusing on road safety and public health, to complement our funding strategy without creating dependency. We plan to apply for at least one alternative grant per fiscal year.

Community Donations and Sponsorships: Initiatives such as public fundraising events and donor drives will be organized to foster community investment in the project.

Cost-Effective Program Implementation:

Volunteer Utilization: We will increase the use of trained volunteers for certain educational components and administrative tasks, reducing the program’s operational costs. Implementation is targeted for Q1 FY 2026-2027.

In-Kind Contributions: By securing in-kind support (such as venue space for education sessions and materials from community partners), we can significantly lower the expenses associated with public outreach components in future years, FY 2026-2027.

Schedule A

Integration into Existing Programs:

Officer Training Integration: The DUI/DUID recognition training will be embedded into our regular training curriculum for all officers, ensuring sustainability without additional costs, starting from FY 2026-2027.

Public Education Efforts: Outreach and education components will be integrated into existing community policing and public safety initiatives, leveraging current resources and platforms.

Evaluation and Adaptation:

Performance Evaluation Framework: The project's evaluation framework (outlined in the response to the previous question) will enable us to continuously monitor efficiency and impact, ensuring that we can adapt to changing circumstances and funding landscapes, emphasizing cost-effective practices.

Timeframe for Sustainability Efforts:

Short-Term Goal (FY 2025-2026): Diversify funding sources and start embedding program elements into ongoing initiatives.

Mid-Term Goal (FY 2026-2027): Establish funding streams from community donations and fully integrate training and public education into existing frameworks.

Long-Term Goal (By FY 2027-2028): Achieve sustainable operation of the DUI Enforcement and Education Project with minimized dependency on grant funding, supported by a blend of community investment, partnerships, and embedded program elements.

By proactively planning for sustainability, the Rocklin Police Department is dedicated to maintaining and growing the DUI Enforcement and Education Project, ensuring long-term benefits to road safety and public health within our community, regardless of future grant funding scenarios.

Administrative Support

Organization's Grant Experience:

Over the past decade, our department has successfully applied for, received, and managed multiple federal and state grants, including those focused on traffic safety, community policing, and public health initiatives. Our prior grants have consistently been managed to align with all requirements, demonstrating our capacity to administer funds effectively and comply with reporting protocols.

Personnel:

- Grant Coordinator: An experienced member of our staff, who has previously overseen the administration of several grants, will be appointed as the Project Grant Coordinator. They will ensure that all grant-related activities align with the funding agency's guidelines and will oversee the preparation of financial reports, performance metrics, and compliance documentation.
- Financial Officer: Our in-house financial officer will manage budget oversight, ensuring proper allocation of funds, and maintaining a transparent record of expenses.
- Program Staff: Dedicated officers and administrative staff will carry out the project activities. The staff responsible for the project will receive training to understand the specific reporting and accountability requirements of the grant.

Physical Resources:

- Office Space: The Rocklin Police Department has designated office space with secure storage for maintaining confidential records related to the project.
- Technology: We are equipped with up-to-date computer systems, including software for financial management, data analysis, and performance tracking, which are essential for project administration and reporting.
- Communication Tools: Our department has established systems for internal and external communication, ensuring that updates, progress, and results can be effectively communicated to stakeholders and the funding agency.

The department also possesses the necessary equipment for project implementation, including vehicles for enforcement patrols, testing devices for DUI/DUID detection, and educational materials for public outreach initiatives.

Overall, our organization's familiarity with grant management, combined with our dedicated personnel and physical infrastructure, positions us strongly for the successful implementation and administration of the DUI Enforcement and Education Project.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23339	Rocklin Police Department	$168,483.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs		
	DUI Patrol Vehicle-Outfitting	$41,400.00
	Vehicle Wrap/Decals	$5,000.00
	Educational Materials and Supplies	$6,138.00
Category Sub-Total		**$52,538.00**
Personnel		
	Backfill	$8,800.00
	DUI Checkpoint	$11,385.00
	DUI Saturation Patrol	$28,160.00
	Presentations	$5,280.00
Category Sub-Total		**$53,625.00**
Travel		
	ARIDE Training - Attend Travel	$1,572.00
	SFST Training - Attend Travel	$2,148.00
Category Sub-Total		**$3,720.00**
Equipment		
	DUI Patrol Vehicle	$58,600.00
Category Sub-Total		**$58,600.00**

Grant Total	$168,483.00

Schedule B-1
Budget Narrative

Rocklin Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

DUI Patrol Vehicle-Outfitting
$41,400.00
DUI/DUID Vehicle-Outfitting

Drivers Compartment:
1 Center Console w/gun locks $5,000;
1 Scanner $500;
1 Radio $7,000;
1 MDT/Computer w/mount $4,200;

Outside Equipment:
1 Push Bumper $1,000;
1 Lightbar w/ Opticom $3,900;
1 Side lighting $2,000
1 Rear Facing Lighting $200

Prisoner Compartment:
1 Front partition $755;
1 Rear seat/partition $1,325
Door Covers and window bars $650

Back end equipment:
1 Cargo System w/storage $2,200;
1 Lighting controls $1,500
1 Wiring Harness/breakers $1,520

Labor $1,700

Educational Materials and Supplies
$6,138.00
Education/Outreach Materials $6,138

Custom printed flashlights or similar item
Qty 500
Unit cost $2.00
Set up/tax/shipping $100
Total cost $1,100

Custom printed keychains or similar item
Qty 750
Unit cost $1.75
Set up/tax/shipping $100
Total cost $1,413

Custom printed flyers/brochures
Qty 10,000
Unit cost $0.15
Set up/tax/shipping $100

Schedule B-1
Budget Narrative

Rocklin Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Total cost $1600

Custom printed rubber bracelets or similar item
Qty 1,000
Unit cost $0.55
Set up/tax/shipping $100
Total cost $650

Custom printed magnets or similar item
Qty 1,500
Unit cost $0.35
Set up/tax/shipping $50
Total cost $575

Custom printed stickers or similar item
Qty 5,000
Unit cost $0.15
Set up/tax/shipping $50
Total cost $800

Vehicle Wrap/Decals
$5,000.00
Vehicle Wrap/Decals for impactful anti-DUI messaging on DUI Patrol Vehicle. Decals and messaging will be sent to CHP for pre-approval.

Personnel

Backfill
$8,800.00
Backfill FYI - personnel who are doing the coverage

Backfill for 2 officers to attend SFST Training
2 officers/3 days @ 8 hrs/day/$110 OT rate (salaries and benefits)
Backfill for 2 officers to attend ARIDE Training 2 officers/2 days @ 8 hrs/day/$110 OT rate (salaries and benefits)

Presentations
$5,280.00
8 Presentations=$5,200
2 Officers/Officer= OT $110 per hour (salaries and benefits)
3 hours per officer/presentation
24 hours per officer/48 hours total

DUI Saturation Patrol
$28,160.00
16 DUI Saturation Patrols=$28,160
2 Officers/Officer= OT $110 per hour (salaries and benefits)
8 hours per officer/saturation patrol
128 hours per officer/256 hours total

Schedule B-1
Budget Narrative

Rocklin Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

DUI Checkpoint
$11,385.00
1 DUI Checkpoint=$11,385
9 Officers/Officer= OT $110 per hour (salaries and benefits)
1 Sergeant/Sergeant=OT $135 per hour (salaries and benefits)
1 Dispatcher/Dispatcher=OT $70 per hour (salaries and benefits)
1 Customer Service Officer/CSO = OT $70 per hour (salaries and benefits)
9 hours per officer, dispatcher, CSO, Sergeant/checkpoint
9 hours per officer, dispatcher, CSO, Sergeant/81 hours total

Travel

ARIDE Training - Attend Travel
$1,572.00
ARIDE Training= $0, location in Northern CA;
2 Officers Mileage = $105 each way/round trip= $210 or $420 for 2 (up to 150 miles each way)
Per diem=$68 per day/2 days/2 officers=$272
Lodging=$195 per night + taxes/2 nights=$440 or $880 for 2

SFST Training - Attend Travel
$2,148.00
SFST Training= $0, location in Northern CA;
2 Officers Mileage = $105 each way/round trip= $210 or $420 for 2 (up to 150 miles each way)
Per diem=$68 per day/3 days/2 officers=$408
Lodging=$195 per night + taxes/3 nights=$660 or $1,320 for 2 (Use GSA lodging rate allowances)

Equipment

DUI Patrol Vehicle
$58,600.00
DUI/DUID Patrol Vehicle

1 Chevy Tahoe=$58,600
Standard patrol vehicle with standard upfitting with requested anti-DUI messaging for impact

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: California State Office of Traffic Safety (OTS) Grant

Date: August 12, 2025

Submitted By: Andrew Barrington, Police Officer
Chris Osborne, Lieutenant
Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Submission of the Office of Traffic Safety (OTS) Grant Application for Selective Traffic Enforcement Program (STEP) and Accepting an Award in the amount of $70,000 and Authorize the City Manager to Sign the Grant Agreement and Necessary Grant Documentation.

Background:
The State of California Office of Traffic Safety (OTS) is California's designated highway safety office that awards approximately 500 grants annually to state and local sub-recipients for innovative, evidence-based education and enforcement programs designed to improve the safety of everyone on California roads. Through federal funding made available to the states by the National Highway Traffic Safety Administration (NHTSA), the OTS funds over $140 million for programs that address the state's current and future traffic safety needs. The OTS mission is to deliver traffic safety programs to prevent people from being killed and seriously injured in California.

In January the Rocklin Police Department submitted a Grant Application to OTS for the Selective Traffic Enforcement Program (STEP). The application complied with the guidance provided in the California Office of Traffic Safety Grant Program Manual.

The application highlighted specific traffic accident primary collision factors and other influences that lead to fatal and/or injury collisions in 2024 like unsafe speed (19%), unsafe turning movements (13%), and driving while under the influence (12%). In addition, the application documented the continued significant problems related to distracted drivers/driving. In 2024 Rocklin Police Officers issued 699 cell phone citations, up from 615 citations in 2023 and 460 citations in 2022.

To address these primary collision factors and other influences, Rocklin's grant performance measures will include directed speed enforcement operations near collision sites, targeted enforcement operations at intersections where collisions were reported, and the performance

of scheduled enforcement operations near areas reporting unsafe turning maneuvers. The Department will also conduct highly visible and publicized directed enforcement operations to aggressively enforce cell phone laws.

On June 17, 2025 the authorizing officer of the Office of Traffic Safety accepted the City's submittal and tentatively approved an award in the amount of $70,000. The final award agreement will be forthcoming September 2025 from the Office of Traffic Safety.

The Grant Agreement being presented today is the tentative document, pending the California Office of Traffic Safety's own funding award from the Federal Government. The California Office of Traffic Safety awards funding for California law enforcement agency award recipients from a yearly funding that they receive from the Federal Government.

Fiscal Impact:
There is no additional fiscal impact associated with the staff recommendation, and the grant funding does not require a City match. The recommendation includes the necessary budget authority to implement and administer the $70,000 grant in the Traffic Safety/Police Grants Fund (244).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Email Notice of Tentative Award
3. Resolution Exhibit B -Tentative Draft Grant Agreement - PT26183 Rocklin PD

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN RATIFYING THE SUBMISSION OF THE OFFICE OF TRAFFIC SAFETY (OTS) GRANT APPLICATION FOR SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AND ACCEPTING AN AWARD IN THE AMOUNT OF $70,000 AND AUTHORIZE THE CITY MANAGER TO SIGN THE GRANT AGREEMENT AND NECESSARY GRANT DOCUMENTATION

WHEREAS, the State of California Office of Traffic Safety (OTS) through grant funding made available to California by the National Highway Traffic Safety Administration (NHTSA), OTS annually funds over $140 million in innovative, evidence-based education and enforcement programs designed to make California's roadways safer; and

WHEREAS, OTS works with approximately 500 state and local agencies to make the most effective use of federal grant program funds; and

WHEREAS, on or about January 21, 2025 Rocklin Police Department submitted a Grant Application to OTS for the Selective Traffic Enforcement Program (STEP). The application complied with the guidance provided in the California Office of Traffic Safety Grant Program Manual; and

WHEREAS, on June 17, 2025 the authorizing officer of the Office of Traffic Safety accepted the City's submittal and tentatively approved an award to the City in the amount of $70,000 (attached hereto as Exhibit A Award Letter and Exhibit B Grant Agreement to the Resolution); and

WHEREAS, the final award is forthcoming on or about September 2025 from Office of Traffic Safety and staff recommends the City Council approve the actions as set forth in this Resolution in an effort to be prepared to accept and receive the Grant Funds and execute the Grant Agreement and any associated, necessary Grant documentation without delay upon final award.

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

Section 1. The City Council of the City of Rocklin hereby ratifies the submission of Office of Traffic Safety (OTS) Grant Application for Selective Traffic Enforcement Program (STEP) for Grant Number PT26183 and accepts the Grant award in the amount of $70,000 with the specific terms of the Grant Agreement, in the form as attached hereto as Exhibit B or substantially similar Grant Agreement form, for the period of October 1, 2025 through September 30, 2026.

Section 2. The City Council of the City of Rocklin hereby authorizes the City Manager to sign the Grant Agreement and sign subsequent amendments to the Grant Agreement consistent with the Application's subject matter and scope of work and subject to City Attorney approval as to form. The City Manager or designee is further authorized to sign any and all necessary documents and forms as may be required in order to receive and implement the Grant Funds.

Section 3. The City Council of the City of Rocklin hereby authorizes the City Manager to execute and submit any and all necessary documentation and take any necessary financial actions, including budgeting and accounting, to implement and administer the Grant in accordance with Grant requirements and City policies.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

From:	Rustin Banks
To:	Karen L. Smith
Subject:	FW: Tentative Draft Grant Agreement - PT26183 Rocklin PD
Date:	Tuesday, June 17, 2025 5:06:45 PM
Attachments:	Tentative Draft Grant Agreement - PT26183 Rocklin PD.pdf image002.png

Rustin Banks
Chief of Police
Rocklin Police Department
4080 Rocklin Road | Rocklin, CA 95677
(916) 625-5410 | (916) 625-5401
rustin.banks@rocklin.ca.us

From: Knowles, Mikaela@OTS <Mikaela.Knowles@ots.ca.gov>
Sent: Tuesday, June 17, 2025 2:22 PM
To: Andrew Barrington <Andrew.Barrington@rocklin.ca.us>; Rustin Banks <Rustin.Banks@rocklin.ca.us>
Subject: Tentative Draft Grant Agreement - PT26183 Rocklin PD

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

I have attached the tentative draft grant agreement for your 2026 STEP grant. Please read the draft grant agreement, including the problem statement, and note any necessary changes **Tuesday, June 24th**. If everything looks good and doable, please respond with "approved" and I will continue the approval process to get you the final agreements as soon as possible.

STEP Tentative Award: $70,000
- 164AL: $42,000
- 402PT: $18,000
- 405e: $8,000
- 1906: $2,000

Address to Receive Payments
- Please verify the address to receive payments, this is the one on file:
  3970 Rocklin Rd.
  Rocklin, CA 95677

Grant Agreement

- Review the number of objectives and make sure they are reasonable when compared to the line-item funding on the budget.
- Confirm the benefit rate and provide the breakdown of costs (i.e., 1.45% Workers Comp, 2% - Medicare, etc.).
- Confirm the Grant Director, Fiscal Official, Authorizing Official, and Primary Contact are correct. If an update is needed, please provide me the **names, titles, email addresses, and phone numbers** of who will be filling the role(s).
- Confirm the number of officers attending the SFST, ARIDE, DRE, DRE Recertification, Instructor, and/or DUI Checkpoint Management trainings.

After you review everything and send back changes (if any), I will submit the draft to start the approval process. Once it has been approved, I will send you the final grant agreement for signature. It will be at least a couple weeks until I can get the final grant agreement back to you. If you must go to City Council/Board of Supervisors for approval, please check to make sure they are not on break and/or do not have another scheduling issue. If there is going to be limited time for any reason, please let me know so I can get a rush on your grant.

Please do not send out any press releases, the award amounts are still tentative. NHTSA has not approved the funding yet.

You do not need to get any signatures on this draft, you will only need signatures on the final grant agreement. If you have any questions, please feel free to contact me.

Thank you!

Mikaela Knowles
Grant Coordinator, Operations

2208 Kausen Drive, Suite 300
Elk Grove, CA 95758
(916) 509-3048
Mikaela.Knowles@ots.ca.gov
www.ots.ca.gov



1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Rocklin

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Rocklin Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. In addition, the department will participate in community collaboration and engagement activities to engage in conversations regarding traffic safety with community members.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $70,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Rustin Banks
TITLE: Chief of Police
EMAIL: rustin.banks@rocklin.ca.us
PHONE: (916) 625-5400
ADDRESS: 4080 Rocklin Road
Rocklin, CA 95677

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Aly Zimmermann
TITLE: City Manager
EMAIL: alyz@rocklin.ca.us
PHONE: 916-625-5585
ADDRESS: 3970 Rocklin Road
Rocklin, CA 95677

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Daniel Choe
TITLE: Deputy Director of Administrative Services
EMAIL: daniel.choe@rocklin.ca.us
PHONE: (916) 625-5024
ADDRESS: 3970 Rocklin Road
Rocklin, CA 95677

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Stephanie Dougherty
TITLE: Director
EMAIL: stephanie.dougherty@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: F9JTDAHKSBX5 REGISTERED ADDRESS: 3970 Rocklin Rd CITY: Rocklin ZIP+4: 95677-2720

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$70,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$70,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED			TOTAL AMOUNT ENCUMBERED TO DATE **$70,000.00**		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
The City of Rocklin is a rapidly growing, primarily residential community of approximately 75,000 people. It is bordered to the north by Loomis and Lincoln and to the south and west by Roseville. There are two major freeways, Interstate 80 and Highway 65, which run through the city with numerous exits into Rocklin. There are 21 highly ranked public and charter schools within the city. These generate heavy morning and afternoon pedestrian and vehicular traffic. The schools accept students from neighboring cities, which further increases the traffic volume during those times. Sierra Community College, which hosts approximately 20,000 students per year at their Rocklin Campus, generates significant weekday traffic. There are several major commercial stores on the northeast end of the city, in close proximity to I-80, including a Bass Pro Shop, Walmart Superstore, Target, and a number of high end auto dealers, which draws a significant amount of traffic to the area during both weekdays and weekends. A nearby casino just outside of the city limits is a major area tourist attraction off of Highway 65 bringing vehicular traffic from all over the state into the northwest side of Rocklin.

The Rocklin Police Department's Traffic Unit once consisted of three officers and a sergeant. During the economic recession of the late 2000s, the Traffic Unit was reduced to just two officers. In 2021, the Department began rebuilding the traffic unit with a new sergeant and traffic officer. Staffing shortages have kept the unit from expanding though a second traffic officer has been selected and will join the unit once staffing has returned to acceptable minimums.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
Unsafe speed has been the most common primary crash factor in seven of the last eight years, accounting for 19% of all injury crashes in 2024. And since as speed increases, so does the probability of injury and death when a vehicle is involved in a crash, speeding remains a primary concern for our department.

Unsafe turning movements rose from the third to second most common primary crash factor accounting for 13% of all injury crashes in Rocklin. This displaced failing to stop for red lights, which did not make the top three at all.

Driving while under the influence of alcohol and/or a controlled substance has in the past commonly been the third or fourth most common crash factor. In 2024, it came in just behind unsafe turning movements accounting for 12% of all injury crashes.

Another significant problem within the city is the presence of distracted drivers. It is much more difficult to quantify through crash statistics because none of the cell phone laws can be used as a primary crash factor. Furthermore, cell phone use is much more difficult to prove at the scene of a crash, like unsafe speed can be proven through skids, or red light violations through traffic cameras, and because drivers in crashes are unlikely to admit they were using a cell phone to investigating officers.

However, Rocklin PD officers have aggressively enforced cell phone violations over the past several years. In 2024 RPD officers issued 699 cell phone citations, up from 615 cell phone citations in 2023, and 460 cell phone citations in 2022.

Define the target population the grant intends to serve and how they are affected by the problem(s).

While 2024 proved to be a year without any traffic fatalities in the City of Rocklin, the past four fatal crashes have included a person under the age of 20 years old (as a driver, suspect, pedestrian and/or victim). Therefore, much of the enforcement activities will occur near the schools, during school pickup and drop off hours, to help mitigate the dangerous driving that occurs at those times. Since most schools are located in residential areas, these resident populations will receive a corollary benefit from the enforcement activities. Similarly, all of the traffic education presentations will occur at the schools, and will likely continue to focus on bicycle / e-bike safety, which has been both a rising concern and a rising factor in injury crashes in Rocklin.

DUI Saturation Patrols and DUI Checkpoints will continue to utilize statistic based approaches to target days, times, and locations where prior DUI crashes and/or arrests have occurred. These tend to be near major intersections, near freeway on/off ramps, and near places where alcohol is consumed. Therefore, our business districts and major thoroughfares will receive a benefit from this enforcement.

Finally, cell phone enforcement tends to focus on major thoroughfares during commute hours.

In this way all areas and populations of Rocklin will receive some benefit of enforcement in their respective areas, at times when they are most likely to be involved in a crash due to drivers committing traffic violations common to that area and time.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12

3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	0
7. Send law enforcement personnel to the DRE Recertification training.	0
8. Send law enforcement personnel to SFST Instructor training.	0
9. Send law enforcement personnel to DRE Instructor training.	0
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
11. Conduct DUI Saturation Patrol operation(s).	6
12. Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.	3
13. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	14
14. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	10
15. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
16. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	1
17. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
18. Participate in highly visible collaborative DUI Enforcement operations.	1
19. Participate in highly visible collaborative Traffic Enforcement operations.	2
20. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
21. Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.	4

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.

- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid

media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$42,000.00
402PT-26	20.600	State and Community Highway Safety	$18,000.00
405e DDL-26	20.616	Distracted Driving Laws	$8,000.00
1906-26	20.611	Racial Profiling Prohibition Grants	$2,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-26	$10,000.00	2	$20,000.00
DUI Saturation Patrols	164AL-26	$1,200.00	6	$7,200.00
Warrant Service Operations	164AL-26	$2,300.00	3	$6,900.00
Collaborative DUI Enforcement	164AL-26	$1,200.00	1	$1,200.00
Benefits for 164AL OT @13.19%	164AL-26	$35,300.00	1	$4,656.00
Traffic Enforcement	402PT-26	$756.00	14	$10,584.00
Pedestrian and Bicycle Enforcement	402PT-26	$756.00	1	$756.00
Motorcycle Safety Enforcement	402PT-26	$756.00	1	$756.00
Collaborative Traffic Enforcement	402PT-26	$756.00	2	$1,512.00
Traffic Safety Educational Presentations	402PT-26	$189.00	2	$378.00
Benefits for 402PT OT @ 13.19%	402PT-26	$13,986.00	1	$1,845.00
Distracted Driving Enforcement	405e DDL-26	$706.80	10	$7,068.00
Benefits for 405e OT @ 13.19%	405e DDL-26	$7,068.00		$932.00
Community Collaboration Engagement	1906-26	$441.80	4	$1,767.00
Benefits for 1906 OT @ 13.19%	1906-26	$1,767.00	1	$233.00
Category Sub-Total				$65,787.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	$2,169.00	1	$2,169.00
				$0.00
Category Sub-Total				$2,169.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	$2,044.00	1	$2,044.00
Category Sub-Total				$2,044.00

F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$70,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Warrant Service Operations - Overtime for grant funded Warrant Service Operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits for 164AL OT @13.19% -
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Benefits for 402PT OT @ 13.19% -
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 405e OT @ 13.19% - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Community Collaboration Engagement - Overtime for grant funded community collaborative engagement conducted by appropriate department personnel.
Benefits for 1906 OT @ 13.19% -
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and

canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

The Certifications and Assurances are being finalized by the National Highway Traffic Safety Administration, once they are available, they will be added to the grant agreement.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Masonry Wall Repair - Notice of Completion

Date: August 12, 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 Masonry Wall Repair, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Hinkley's Masonry).

Background:
On December 10, 2024, the City Council awarded the Masonry Wall Repair project (Resolution No. 2024-268) to Hinkley's Masonry in the amount of $49,300, plus a 15% contingency ($7,395), for a total not-to-exceed project amount of $56,695. This project involved removing and replacing damaged Proto II masonry walls at five locations within the City (see Attachment 2 for Project Locations).

The project was completed on May 9, 2025. During final review, it was determined that a billing error in materials resulted in a credit of $492.92 to the City from one of the suppliers. This credit reduced the final contract amount to $48,807.08.

Staff recommends that the City Council accept the public work known as the Masonry Wall Repair, approve 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.

ATTACHMENTS:
1. Resolution
2. Project Locations

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE MASONRY WALL REPAIR, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY (HINKLEY'S MASONRY)

WHEREAS, on December 10, 2024, the City Council of the City of Rocklin adopted Resolution No. 2024-268, awarding the contract for the Masonry Wall Repair project to Hinkley's Masonry in the amount of $49,300.00 plus a fifteen percent (15 %) contingency of $7,395.00 (under former Rocklin Municipal Code 03.04.050) for a total authorized amount of $56,695.00; and

WHEREAS, this project consisted of removing and replacing damaged Proto II masonry walls at five locations within the City; and

WHEREAS, a billing error in materials from a supplier resulted in a credit of $492.92 to the City, reducing the final project cost to $48,807.08; and

WHEREAS, the project was completed on May 9, 2025, and was funded using Community Facilities District 5 (CFD5) Funds (232) and insurance reimbursements.

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

Section 1 The attached Notice of Completion for the public work known as the Masonry Wall Repair (Hinkley's Masonry) is hereby approved, and the public work is accepted as complete.

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 once fully executed and notarized, and within ten (10) days of Council approval.

PASSED AND ADOPTED this 12th day of August, 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 Masonry Wall Repair is complete. The location of said project is at five (5) locations in the City. The first location is at West Oaks Boulevard behind 5723 Jersey Drive (See Exhibit 1). The second location is the West side of the roundabout at the intersection of Whitney Ranch Parkway and West Oaks Boulevard, and the third location is on the east side of the roundabout at the intersection of Whitney Ranch Parkway and West Oaks Boulevard (See Exhibit 2). The fourth location is on Whitney Boulevard behind 3036 Cerro Circle (See Exhibit 3). The fifth location is on Park Drive behind 2806 Black Oak Drive (See Exhibit 4). All five locations are located in Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was May 9, 2025. The contractor on the project was Hinkley's Masonry, and the surety on said project was Nationwide Mutual Insurance Company.

I, Justin Nartker, being first duly sworn, depose and say: I am the Public Works Director 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 1

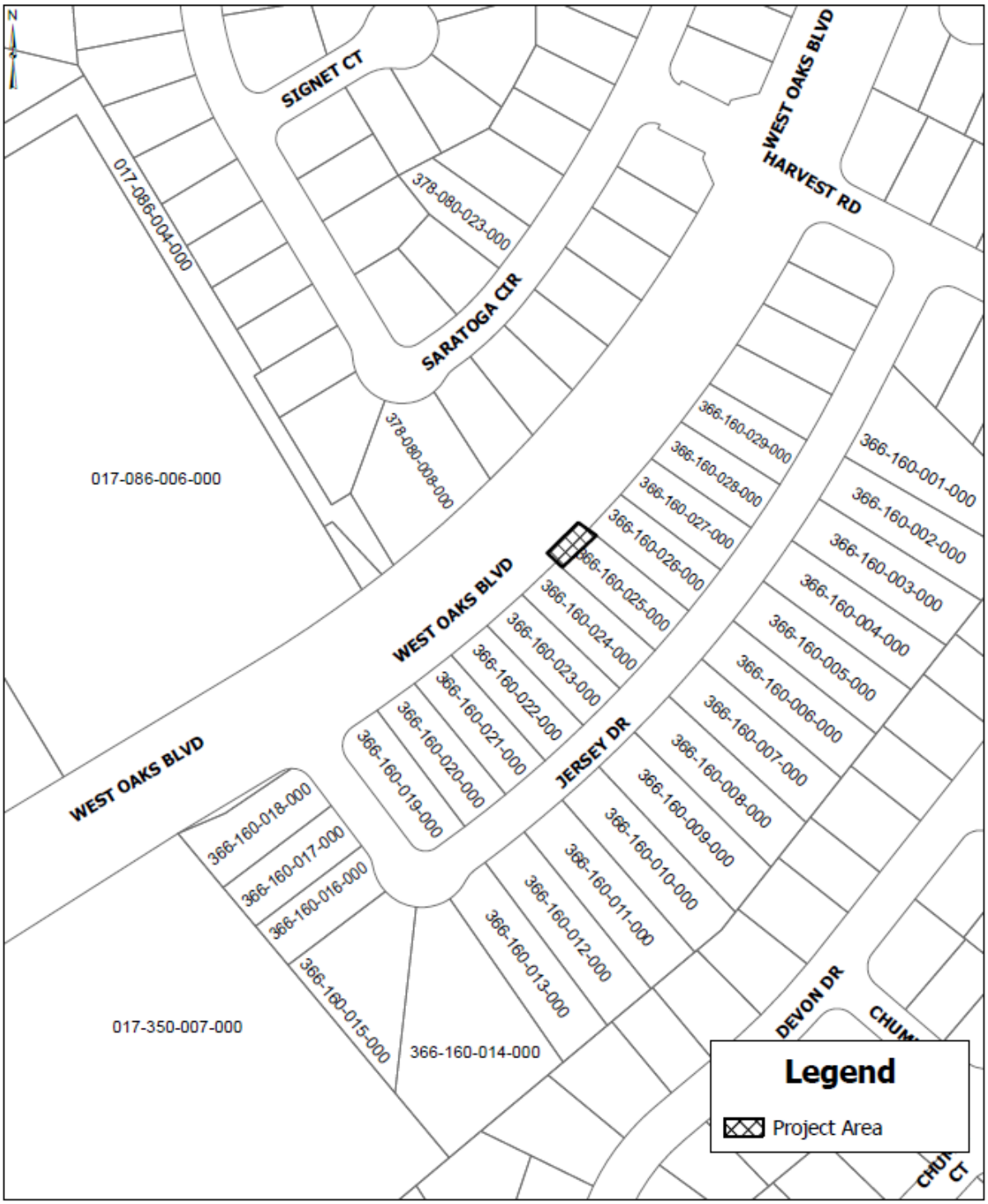

N
SIGNET CT
WEST OAKS BLVD
HARVEST RD
017-086-004-000
378-080-023-000
SARATOGA CIR
378-080-008-000
017-086-006-000
366-160-029-000
366-160-028-000
366-160-027-000
366-160-026-000
366-160-025-000
366-160-024-000
366-160-023-000
366-160-022-000
366-160-021-000
366-160-020-000
366-160-019-000
366-160-001-000
366-160-002-000
366-160-003-000
366-160-004-000
366-160-005-000
366-160-006-000
366-160-007-000
366-160-008-000
366-160-009-000
366-160-010-000
366-160-011-000
366-160-012-000
366-160-013-000
WEST OAKS BLVD
WEST OAKS BLVD
JERSEY DR
366-160-018-000
366-160-017-000
366-160-016-000
366-160-015-000
366-160-014-000
017-350-007-000
DEVON DR
Legend
Project Area

Exhibit 2

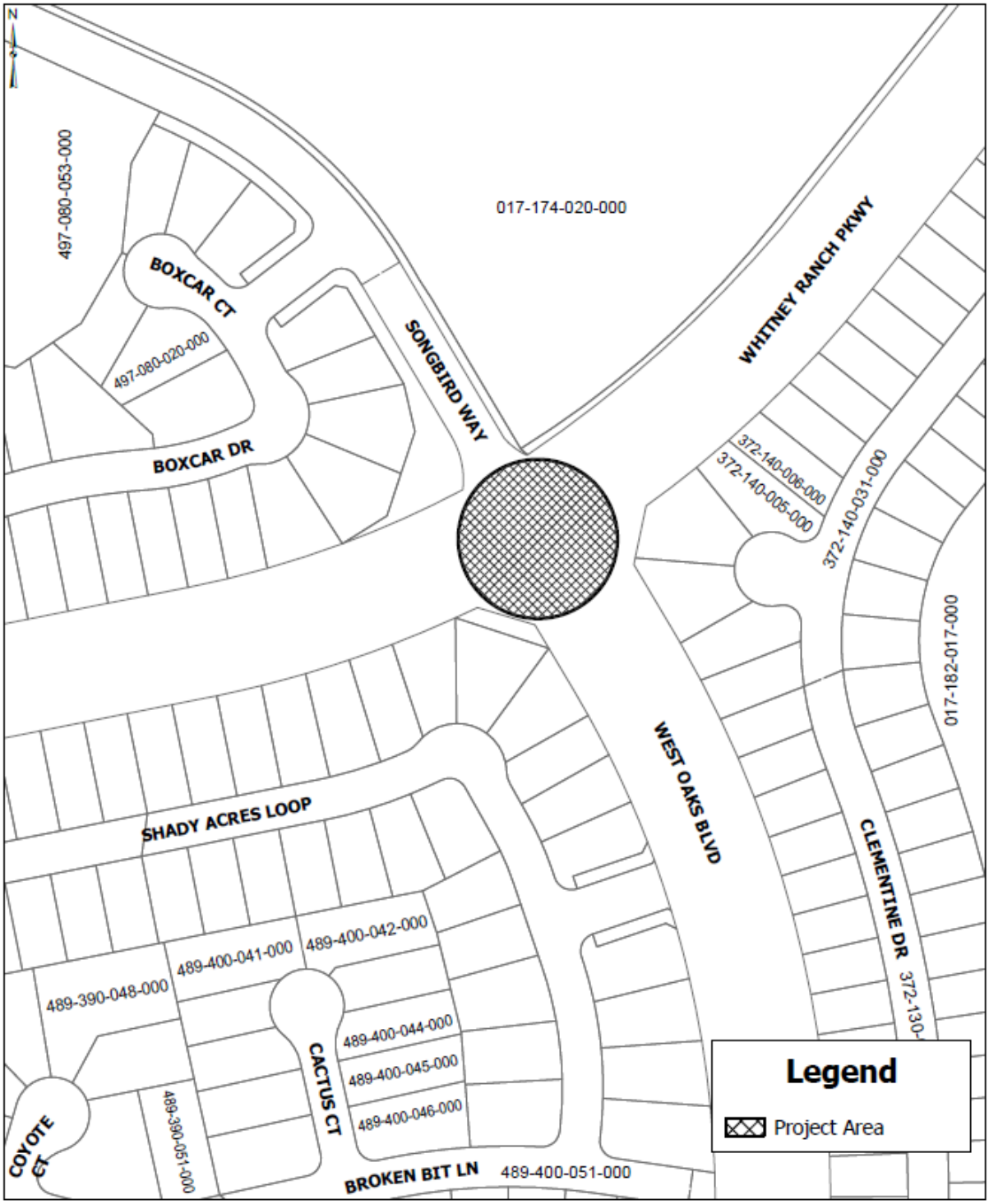

N
497-080-053-000
017-174-020-000
BOXCAR CT
497-080-020-000
BOXCAR DR
SONGBIRD WAY
WHITNEY RANCH PKWY
372-140-006-000
372-140-005-000
372-140-031-000
017-182-017-000
WEST OAKS BLVD
CLEMENTINE DR
372-130-
SHADY ACRES LOOP
489-400-042-000
489-400-041-000
489-390-048-000
489-400-044-000
489-400-045-000
489-400-046-000
CACTUS CT
COYOTE CT
489-390-051-000
BROKEN BIT LN
489-400-051-000
Legend
Project Area

Exhibit 3

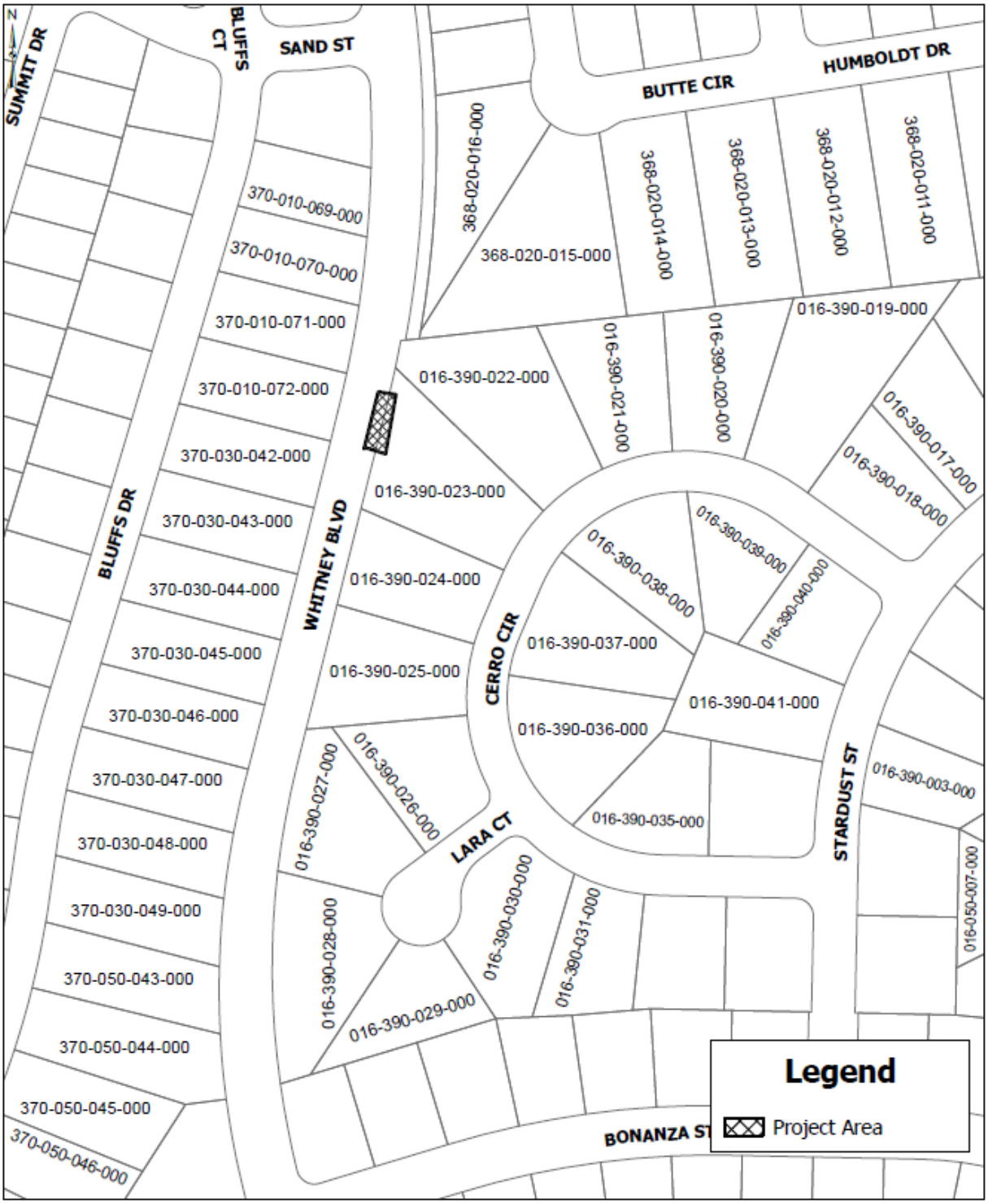
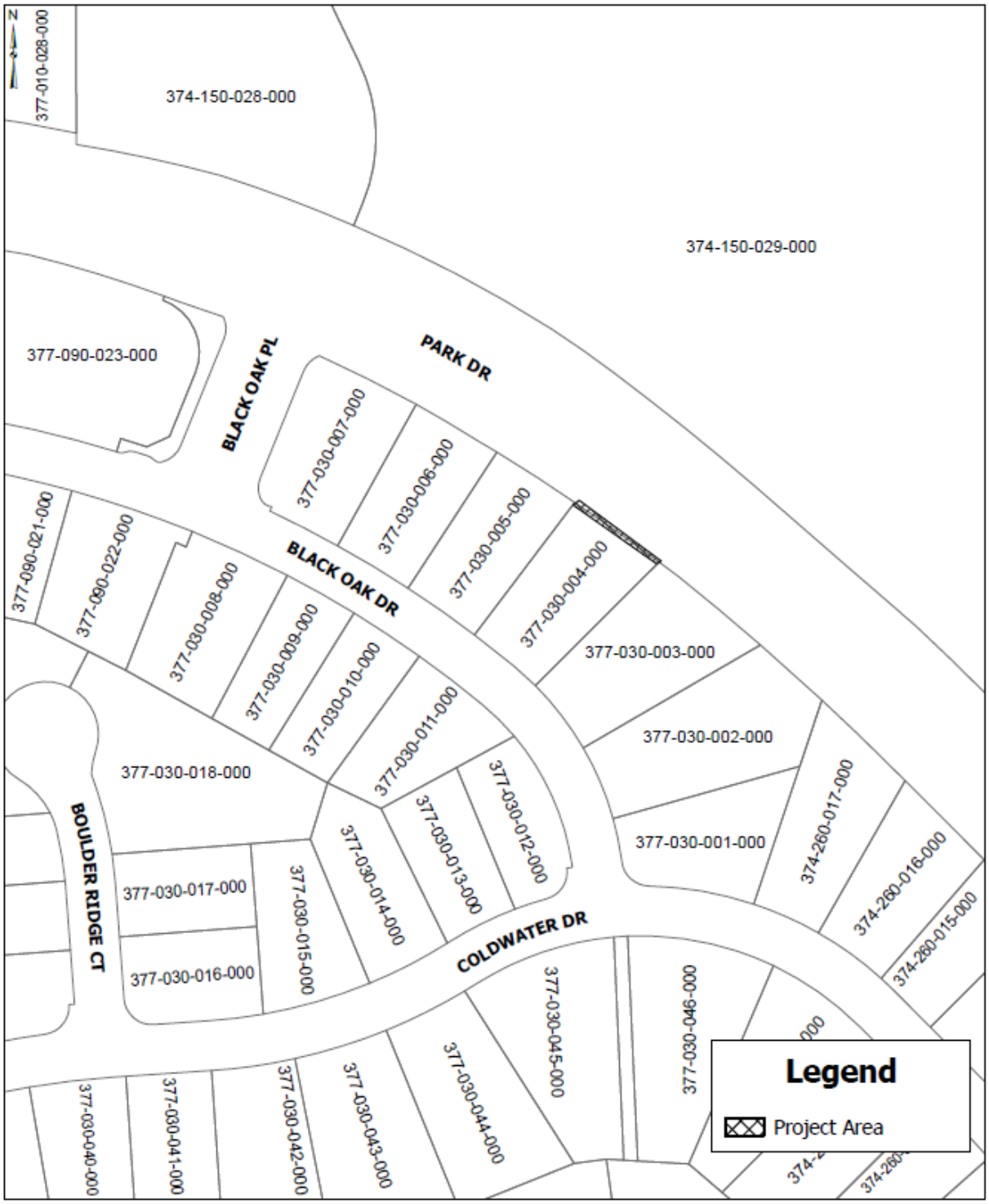

N
SUMMIT DR
BLUFFS CT
SAND ST
BUTTE CIR
HUMBOLDT DR
BLUFFS DR
WHITNEY BLVD
CERRO CIR
LARA CT
STARDUST ST
BONANZA ST
368-020-016-000
368-020-015-000
368-020-014-000
368-020-013-000
368-020-012-000
368-020-011-000
370-010-069-000
370-010-070-000
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016-390-026-000
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016-390-037-000
016-390-041-000
016-390-036-000
016-390-035-000
016-390-003-000
016-050-007-000
Legend
Project Area

Exhibit 4


N
377-010-028-000
374-150-028-000
374-150-029-000
377-090-023-000
BLACK OAK PL
PARK DR
377-030-007-000
377-030-006-000
377-030-005-000
377-030-004-000
BLACK OAK DR
377-090-021-000
377-090-022-000
377-030-008-000
377-030-009-000
377-030-010-000
377-030-011-000
377-030-003-000
377-030-002-000
377-030-001-000
374-260-017-000
374-260-016-000
374-260-015-000
377-030-018-000
BOULDER RIDGE CT
377-030-017-000
377-030-016-000
377-030-015-000
377-030-014-000
377-030-013-000
377-030-012-000
COLDWATER DR
377-030-045-000
377-030-046-000
377-030-044-000
377-030-043-000
377-030-042-000
377-030-041-000
377-030-040-000
Legend
Project Area

Project Locations Maps
EXHIBIT 1



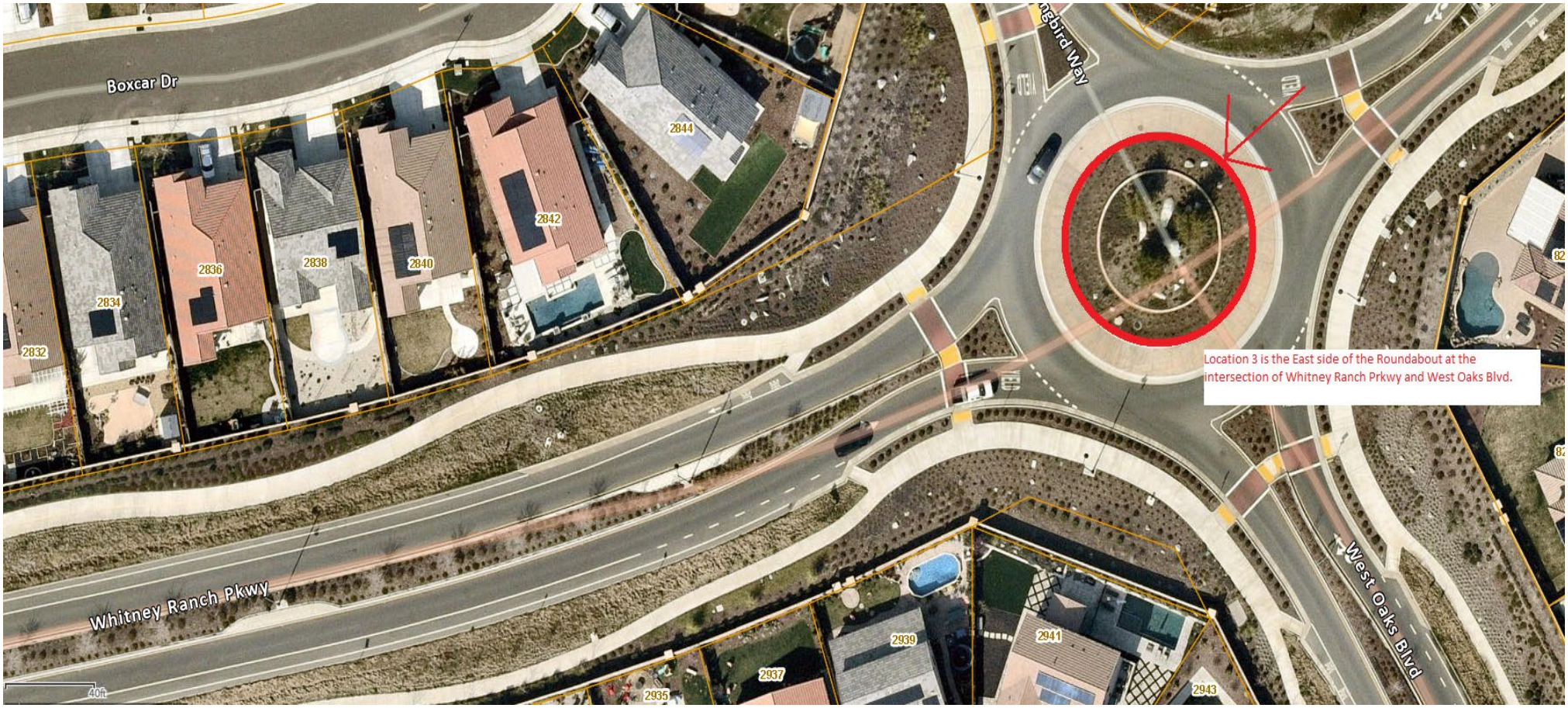
Approximately 30 Linear Feet

EXHIBIT 2



Approximately 40 Linear Feet

EXHIBIT 3



Approximately 36 Linear Feet

EXHIBIT 4



Approximately 8 Linear Feet

EXHIBIT 5



Approximately 16 Linear Feet

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Vehicle and Equipment Purchases

Date: August 12, 2025

Submitted By: Matt McClure, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Ten (10) 2025 Chevrolet Tahoe Vehicles From Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of One (1) Vactor Trailer from RDO Equipment Company and Authorizing the City Manager to Purchase the Vactor Trailer.

Background:

Each year, the City evaluates its vehicle and equipment fleet to identify units that are either nearing the end of their service life or in need of replacement, as well as opportunities for new acquisitions that enhance operational efficiency. While many of these vehicle and equipment needs were identified and budgeted in prior fiscal years, procurement was delayed due to supply chain and availability issues or operational changes. The following acquisitions are now recommended for City Council approval:

Vehicle Replacements – 10 Chevrolet Tahoe Vehicles

Recently, ten (10) 2025 Chevrolet Tahoe vehicles became available and are recommended for purchase to replace the following units:

- Seven (7) Patrol Vehicles: Includes two (2) new acquisitions, and the replacement of five (5) existing units: 5239, 5240, 5241, 5243, and 5245.
- One (1) Patrol Vehicle: Replaces Unit 5246, which was totaled in an accident. The City received an insurance reimbursement of $45,456.43 in a prior fiscal year. Additional funds of $12,655.52 are needed.
- One (1) Unmarked Vehicle: Originally, CSO truck unit 5211 was scheduled for replacement in prior fiscal year for an amount of $45,000. The Police Chief reassigned unit 5267 to the CSO unit. This new unmarked vehicle will now replace unit 5267. Additional funds of $15,606.59 are needed.
- One (1) Unmarked Vehicle: Replacement of existing unit 5264.

Under California Contract No. 1-22-23-23D, Winner Chevrolet, Inc. (Elk Grove) provided a quote of $584,060.32 (Attachment 2). In accordance with Rocklin Municipal Code (RMC) Section 3.04.090(C) and (D), the City may utilize cooperative/piggyback purchasing to avoid duplicative bidding procedures. Staff recommends the City Council authorize the purchase of the ten vehicles from Winner Chevrolet in an amount not to exceed $584,060.32, in accordance with the terms of the referenced state contract (Attachment 5).

Equipment Replacement – 1 Vactor Trailer
As part of this fiscal year's Operating Budget, the replacement of Unit 9852 with a new Vactor Trailer was approved to support ongoing maintenance operations.

Through Sourcewell's cooperative purchasing program, which complies with public competitive solicitation standards, the City received a quote of $104,898.16 from RDO Equipment Company, the authorized distributor for Vermeer Corporation (Attachment 4).

Pursuant to RMC Section 3.04.090(C) and (D), the City may procure this trailer under Sourcewell Contract No. 110421-VRM (Attachment 6) without separate competitive bidding.

Fiscal Impact:
Funding for the replacement vehicles was previously appropriated in the City's Operating Budgets for Fiscal Years 2023/24 and 2024/25, and will be carried forward into Fiscal Year 2025/26 under the Vehicle Fleet Fund (500) and General Fund (100), as adopted by the City Council to support the recommended purchases. A funding gap identified for two of the vehicles, totally $28,262.11, will be addressed through anticipated net savings from the overall vehicle acquisitions.

There is no additional fiscal impact for the purchase of the Vactor Trailer to City funds. The recommended purchase is included in the Fiscal Year 2025/26 Operating Budget under the Vehicle Fleet Fund (Fund 500) and the General Fund (Fund 100).

ATTACHMENTS:
1. Resolution A
2. Resolution A Exhibit A - Vehicle Quotes
3. Resolution B
4. Resolution B Exhibit A - Vactor Trailer Quote
5. State of California Contract 1-22-23-23D
6. Sourcewell Vermeer Contract 110421

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE PURCHASE OF TEN (10) CHEVROLET 2025 CHEVROLET TAHOE VEHICLES FROM WINNER CHEVROLET AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE VEHICLES

WHEREAS, recently ten (10) Chevrolet 2025 Tahoe Vehicles have become available for purchase to replace eight (8) police patrol vehicles and two (2) police administration vehicles, originally approved and budgeted in Fiscal Year (FY) 2023/24 and FY 2024/25 but whose replacement was deferred due to equipment availability; and

WHEREAS, staff found a contract through the State of California that meets the specifications for the vehicle replacement and determined that it is in the City's best interest to purchase the equipment/vehicles from Winner Chevrolet using the California State Contract #1-22-23-23D that provides member government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services; and

WHEREAS, pursuant to Rocklin Municipal Code Section 3.04.090(C) and (D), the City is authorized to enter into cooperative purchasing and/or piggyback purchasing without undergoing a separate competitive bidding process; and

WHEREAS, sufficient funds for the vehicle purchases have been previously appropriated in the City's Vehicle Fleet Fund (Fund 500) and General Fund (Fund 100) in Fiscal Years 2023/24 and 2024/25, and will be carried forward into FY 2025/26.

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

Section 1. The City Council hereby authorizes the purchase of ten (10) 2025 Chevrolet Tahoe vehicles from Winner Chevrolet, Inc. in an amount not to exceed $584,060.32, pursuant to California State Contract No. 1-22-23-23D.

Section 2. The City Manager is hereby authorized and directed to execute all necessary documents to complete the purchase on behalf of the City.

PASSED AND ADOPTED this 12th day of August 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

Winner Chevrolet

7220 Fawn Way
Sacramento, CA 95823
(916)509-8598 - Desk
(916792-3672 - Cell

To:
Matt McClure
City of Rocklin

(916) 871-6909

DATE June 25, 2025
Quotation # 3049

Prepared by: Andrew Villareal

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-23D

Description	AMOUNT
Line #3 Chevy Tahoe	$ 55,000.00
Options (Refer to Window Sticker): Patrol	$ 2,404.00
PPC 4X2 Credit	$ (3,500.00)
****** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 53,904.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 53,989.00
Tax Rate(Subject to change): 7.250%	$ 3,914.20
CA Tire Fee: $1.75 / Per Tire — **Tire Fee:**	$8.75
Delivery Charge:	$ 200.00
Per Vehicle	**$ 58,111.95**
QTY 8 — **Grand Total**	$ 464,895.62

_____
(Order Acknowledgment Signature) **(Date)**

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at AVillareal@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!

Winner Chevrolet

7220 Fawn Way
Sacramento, CA 95823
(916)509-8598 - Desk
(916792-3672 - Cell

To:
Matt McClure
City of Rocklin

(916) 871-6909

DATE June 25, 2025
Quotation # 3050

Prepared by: Andrew Villareal

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-23D

Description	AMOUNT
Line #3 Chevy Tahoe	$ 55,000.00
Options (Refer to Window Sticker):	$ 1,270.00
PPV 4X2 Credit (Silver Admin Vehicle)	$ (3,500.00)
20" Aluminum Wheels	$ 1,250.00
All Weather Mats (1st and 2nd Row)	$ 300.00
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 54,320.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 54,405.00
Tax Rate(Subject to change): 7.250%	$ 3,944.36
CA Tire Fee: $1.75 / Per Tire — **Tire Fee:**	$8.75
Delivery Charge:	$ 200.00
Per Vehicle	**$ 58,558.11**
QTY	**Grand Total** $ -

_____
(Order Acknowledgment Signature) **(Date)**

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at AVillareal@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!

Winner Chevrolet

7220 Fawn Way
Sacramento, CA 95823
(916)509-8598 - Desk
(916792-3672 - Cell

To:
Matt McClure
City of Rocklin

(916) 871-6909

DATE March 3, 2025
Quotation # 3050B

Prepared by: Andrew Villareal

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-23D

Description	AMOUNT
Line #3 Chevy Tahoe	$ 55,000.00
Options (Refer to Window Sticker):	$ 2,180.00
PPV 4X4 Credit (White Admin Vehicle)	$ (2,500.00)
20" Aluminum Wheels	$ 1,250.00
All Weather Mats (1st and 2nd Row)	$ 300.00
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 56,230.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 56,315.00
Tax Rate(Subject to change): 7.250%	$ 4,082.84
CA Tire Fee: $1.75 / Per Tire — **Tire Fee:**	$8.75
Delivery Charge:	$ 200.00
Per Vehicle	**$ 60,606.59**
QTY	**Grand Total** $ -

_____
(Order Acknowledgment Signature) **(Date)**

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at AVillareal@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) VACTOR TRAILER FROM RDO EQUIPMENT COMPANY AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE VACTOR TRAILER

WHEREAS, each year, City staff evaluates the condition and performance of the City's vehicle fleet to identify units that have reached or are nearing the end of their service life and are in need of replacement; and

WHEREAS, as part of this evaluation, staff identified unit number 9852 for replacement; and

WHEREAS, the purchase of a Vactor Trailer to replace unit number 9852 was included in the Fiscal Year (FY) 2025/26 Operating Budget, which was approved by the City Council on June 24, 2025, by Resolution No. 2025-137; and

WHEREAS, Rocklin Municipal Code Section 3.04.090(C) and (D) authorizes the City to participate in cooperative and piggyback purchasing agreements with other public agencies, allowing the City to procure equipment without a separate competitive bidding process when it is in the City's best interest; and

WHEREAS, Sourcewell, has established competitively bid and publicly solicited contracts that provide public agencies access to pre-negotiated pricing and terms for equipment and services; and

WHEREAS, RDO Equipment Company, the authorized distributor for Vermeer Manufacturing Company, dba Vermeer Corporation, has provided a quote for the Vactor Trailer in the amount of $104,898.16 under Sourcewell Contract No. 110421-VRM (Attachment 3), which meets the City's specifications and procurement needs.

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

Section 1. The City Council hereby authorizes the purchase of one (1) Vactor Trailer from RDO Equipment Company in an amount not to exceed $104,898.16 pursuant to Sourcewell Contract No. 110421-VRM.

Section 2. The City Manager is hereby authorized and directed to execute all documents necessary to complete the purchase on behalf of the City of Rocklin.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Investment Proposal (Quote)

RDO Equipment Co.
3980 Research Drive
Sacramento CA, 95838
Phone: (916) 643-0999 - Fax: (916) 643-0998

WARNING
Warning: Cancer and Reproductive Harm.
For more Information go to:
www.P65Warnings.ca.gov

Proposal for:
CITY OF ROCKLIN
3970 ROCKLIN RD
ROCKLIN, CA, 956772720
PLACER

Investment Proposal Date:	7/8/2025
Pricing Valid Until:	7/22/2025
Deal Number:	1916416
Customer Account#:	5000032
Account Manager:	Rick Draper
Phone:	(916) 265-2246
Fax:	
Email:	RDraper@rdoequipment.com

Equipment Information

Quantity	Serial Number / Stock Number	Hours (approx.)	Status / Year / Make / Model / Additional Items	Cash Price
1	1G91A1724RC615523 Z001638	0	New 2024 VERMEER VX50-500	$94,659.63
			Freight in Freight In	$3,700.00
			Prep / Reconditioning PDI	$763.00
			Other Sourcewell Member ID 100901 contract 110421-VRM	$0.00
			Customer Discount Existing Customer Discount	($1,350.00)
			Equipment Subtotal:	**$97,772.63**

Purchase Order Totals

Balance:	$97,772.63
CA STATE TAX:	$5,866.36
CA COUNTY TAX:	$244.43
CA SPECIAL TAX:	$977.73
Sales Tax Total:	$7,088.52
PrePaid Tax License:	$30.00
CA Tire Fee:	$7.00
Sub Total:	$104,898.15
Cash with Order:	$0.00
Balance Due:	**$104,898.15**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	1G91A1724RC615523	2024 VERMEER VX50-500	VX504150 QUICK FILL 50GAL TANKS VX504175 6" DRAIN VALVE CAP ASSY VX502020 STRONG ARM VX503525 NON-BOOM HYD JACK

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 22

(Incorporates Supplements 1 – 22)

ISSUE AND EFFECTIVE DATE:	***04/19/2024***
CONTRACT NUMBER:	1-22-23-23 ***B through I***
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	~~***[Lithia Nissan of Fresno (1-22-23-23A)]***~~ Ocean Honda (1-22-23-23B) Freeway Toyota (1-22-23-23C) Winner Chevrolet (1-22-23-23D) Elk Grove Auto (1-22-23-23E) Downtown Ford (1-22-23-23F) Watsonville Fleet Group (1-22-23-23G) US Fleet Source (1-22-23-23H) CA Car Group (1-22-23-23I)
CONTRACT TERM:	05/01/2022 through 04/30/2025
STATE CONTRACT ADMINISTRATOR:	Frank Martin 279-946-8035 Frank.Martin@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 11/19/2021) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
22	➢ ***Termination of Contract 1-22-23-23A.*** ➢ ***Cover Page and Articles 1, 8, 12, 22, 25, 26, and 33: updated language.*** ➢ ***Attachment A – Contract Pricing – Supplement 21: replaced with Attachment A – Contract Pricing – Supplement 22. ****	***04/19/2024***
21	➢ Attachment A – Contract Pricing – Supplement 20 has been replaced with Attachment A – Contract Pricing – Supplement 21.	04/05/2024
20	➢ Attachment A – Contract Pricing – Supplement 19 has been replaced with Attachment A – Contract Pricing – Supplement 20.	02/29/2024
19	➢ Attachment A – Contract Pricing – Supplement 18 has been replaced with Attachment A – Contract Pricing – Supplement 19.	01/12/2024
18	➢ *Attachment A – Contract Pricing – Supplement 17 has been replaced with Attachment A – Contract Pricing – Supplement 18 due to price correction for previous supplement.	01/04/2024
17	➢ Attachment A – Contract Pricing – Supplement 15 has been replaced with Attachment A – Contract Pricing – Supplement 17.	12/22/2023
16	➢ Lithia Nissan contact information updated. ➢ Downtown Ford contact information updated.	12/12/2023

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

15	➢ Attachment A – Contract Pricing – Supplement 14 has been replaced with Attachment A – Contract Pricing – Supplement 15	11/17/2023
14	➢ Attachment A – Contract Pricing – Supplement 13 has been replaced with Attachment A – Contract Pricing – Supplement 14	11/15/2023
13	➢ Attachment A – Contract Pricing – Supplement 12 has been replaced with Attachment A – Contract Pricing – Supplement 13	10/31/2023
12	➢ Attachment A – Contract Pricing – Supplement 11 has been replaced with Attachment A – Contract Pricing – Supplement 12	09/21/2023
11	➢ Attachment A – Contract Pricing – Supplement 10 has been replaced with Attachment A – Contract Pricing – Supplement 11	8/31/2023
10	➢ Attachment A – Contract Pricing – Supplement 8 has been replaced with Attachment A – Contract Pricing – Supplement 10.	8/24/2023
9	➢ Update State Contract Administrator information.	08/04/2023
8	➢ Attachment A – Contract Pricing – Supplement 7 has been replaced with Attachment A – Contract Pricing – Supplement 8	07/28/2023
7	➢ Attachment A – Contract Pricing – Supplement 6 has been replaced with Attachment A – Contract Pricing – Supplement 7 ➢ Downtown Ford's email address has been updated	06/16/2023
6	➢ Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6	01/23/2023

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

5	➢ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	12/06/2022
4	➢ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➢ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3 ➢ Contact Information for Downtown Ford has been updated	09/19/2022
2	➢ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2	08/16/2022
1	➢ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1 ➢ Attachment D – Vehicle Specifications has been added ➢ Article 25 – Payments, language has been modified	05/26/2022
N/A	Original Contract Posted	05/01/2022

All other terms and conditions remain the same.

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

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1. SCOPE

The State's contracts provide Fleet Vehicles - Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-23 ***B – I***. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Vans & SUVs to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

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The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
~~*[Lithia Nissan of Fresno*~~	~~*1-22-23-23A*~~	~~*Al Pacheco*~~	~~*(559) 440-7946*~~	~~*hpacheco@lithia.com]*~~
Ocean Honda	1-22-23-23B	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Freeway Toyota of Hanford	1-22-23-23C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-22-23-23D	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Elk Grove Auto	1-22-23-23E	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Downtown Ford Sales	1-22-23-23F	Sandra Scott	(916) 442-9631	sandrascott@fordsacramento.com
Watsonville Fleet Group	1-22-23-23G	Yesenia Covarrubias	(626) 457-5590	yesenia@watsonvillefleetgroup.com
US Fleet Source	1-22-23-23H	Lisa Molino	(626) 344-4285	Info@usfleetsource.com
CA Car Group	1-22-23-23I	Richard M. Slade	(925) 560-4465	RichardMS@cacargroup.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
~~*[Contract # 1-22-23-23A*~~	~~*U.S. Mail: Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710 Attn: Al Pacheco*~~	~~*Facsimile: N/A*~~	~~*Email: hpacheco@lithia.com]*~~
Contract # 1-22-23-23B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-23C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-23D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

	Elk Grove, CA 95757 Attn: Jerry Powers		
Contract # 1-22-23-23E	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-22-23-23F	U.S. Mail: Downtown Ford Sales 525 N 16th St Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: sandrascott@fordsacramento.com
Contract # 1-22-23-23G	U.S. Mail: Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@watsonvillefleetgroup.com
Contract # 1-22-23-23H	U.S. Mail: US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724	Facsimile: (626) 228-3077	Email: info@usfleetsource.com
Contract # 1-22-23-23I	U.S. Mail: CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade	Facsimile: N/A	Email: RichardMS@cacargroup.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the

pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- “Line Set Tickets” or “Window (Monroney) Sticker” showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner’s manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor’s place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the Contractor and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

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22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Frank Martin
Telephone:	(279) 946-8035
Facsimile:	NA
Email:	Frank.Martin@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Frank Martin 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	~~***[Lithia Nissan of Fresno Contract # 1-22-23-23A]***~~	**Ocean Honda** Contract # 1-22-23-23B
Contact Name:	~~***[Al Pacheco]***~~	Pat Ireland
Telephone:	~~***[(559) 440-7946]***~~	(559) 707-5735
Facsimile:	~~***[N/A]***~~	(559) 961-4601
Email:	~~***[hpacheco@lithia.com]***~~	patireland1962@yahoo.com
Address:	~~***[Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710]***~~	Ocean Honda 3801 Soquel Dr Soquel, CA 95073

Dealer Contact Information	**Freeway Toyota of Hanford** Contract # 1-18-23-23C	**Winner Chevrolet** Contract # 1-18-23-23D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

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Dealer Contact Information	**Elk Grove Auto Group** Contract # 1-22-23-23E	**Downtown Ford Sales** Contract # 1-22-23-23F
Contact Name:	Jerry Powers	Sandra Scott
Telephone:	(916) 426-5752	(916) 442-9631
Facsimile:	(916) 421-0149	(916) 491-3138
Email:	jpowers@lasherauto.com	sandrascott@fordsacramento.com
Address:	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16th St Sacramento, CA 95811

Dealer Contact Information	**Watsonville Fleet Group** Contract # 1-22-23-23G	**US Fleet Source** Contract # 1-22-23-23H
Contact Name:	Yesenia Covarrubias	Lisa Molino
Telephone:	(626) 457-5590	(626) 344-4285
Facsimile:	(626) 457-5593	(626) 416-3064
Email:	yesenia@watsonvillefleetgroup.com	info@usfleetsource.com
Address:	Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

Dealer Contact Information	**CA Car Group** Contract # 1-22-23-23I
Contact Name:	Richard M. Slade
Telephone:	(925) 560-4465
Facsimile:	N/A
Email:	RichardMS@cacargroup.com
Address:	CA Car Group 4200 John Monego Ct Dublin, CA 94568

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-23 ***B – G*** include a $500 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-23 H & I offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
~~*[Lithia Nissan of Fresno*~~	~~*97163762]*~~
Ocean Honda	101-652579
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Elk Grove Auto Group	100-197237
Downtown Ford Sales	28600344
Watsonville Fleet Group	245364864 101-135239
US Fleet Source	103-097044
CA Car Group	100-214737

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be

honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory

expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating

Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

33. ATTACHMENTS

Attachment A – Contract Pricing, ***Supplement 22****
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Specifications

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Sourcewell

Solicitation Number: RFP #110421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vermeer Manufacturing Company, dba Vermeer Corporation, 1210 Vermeer Road, East Pella, IA 50219 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/20/2021 | 2:09 PM CST

Vermeer Manufacturing Company, dba Vermeer Corporation

By: DocuSigned by: Chad Tousey 04052E97E152483...

Chad Tousey

Title: Corporate Accounts Manager

Date: 12/20/2021 | 12:44 PM PST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 12/20/2021 | 3:51 PM CST

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Vermeer Corporation
Does your company conduct business under any other name? If yes, please state:	?
Address:	1210 E Vermeer Road Pella, Iowa 50219
Contact:	Chad Tousey
Email:	ctousey@vermeer.com
Phone:	641-629-6903
Fax:	641-629-6903
HST#:	42-0663191

Submission Details

Created On:	Thursday September 16, 2021 10:00:12
Submitted On:	Thursday November 04, 2021 15:17:41
Submitted By:	Chad Tousey
Email:	ctousey@vermeer.com
Transaction #:	f642a28d-11f8-4e9b-b3fe-62714e5f92c2
Submitter's IP Address:	163.116.133.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vermeer Manufacturing Company (dba Vermeer Corporation) Tax ID: 42-0663191 Phone: (641) 628-3141 Email: salesinfo@vermeer.com	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vermeer MV Solutions	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable	*
4	Proposer Physical Address:	1210 Vermeer Road East, Pella, IA 50219 U.S.A.	*
5	Proposer website address (or addresses):	www.vermeer.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Samantha Van Wyk Corporate Accounts Specialist samanthavanwyk@vermeer.com 641-621-7548	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Equipped To Do More" In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 7 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications. Vermeer corporate offices and manufacturing facilities are in Pella, Iowa, U.S.A., and have 194 dealerships located worldwide. This includes 127 dealerships covering all the United States and 16 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. Now, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support.	*
10	What are your company's expectations in the event of an award?	In the event the Sourcewell evaluation team determines that Vermeer is a company that can provide great value to its members and because we believe Sourcewell has its own unique attributes, we would like to continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product. We plan to enhance our efforts to promote the Sourcewell program, which we feel also provides great value to any existing or potential member. Vermeer would put a strong focus on training; utilizing Sourcewell's assets (web training, promotional literature, contract support and the new Marketplace) and our assets (internal training links, education of sales representatives on the street, and attending trade shows promoting the Sourcewell Contract). The use of periodicals, mass mailings, newsletters and web presence will also be utilized.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See Document: Financial Strength	*
12	What is your US market share for the solutions that you are proposing?	Directional Borers (Under 15,000) FY2021 United States: estimate over 50 percent Directional Borers (15,000 – 50,000) FY2021 United States: estimate over 40 percent Riding Trenchers FY2021 United States: estimate over 30 percent Vibratory Plows FY2021 United States: estimate over 35 percent	*
13	What is your Canadian market share for the solutions that you are proposing?	Directional Borers (Under 15,000) FY2021 Canada: estimate over 50 percent Directional Borers (15,000 – 50,000) FY2021 Canada: estimate over 40 percent Riding Trenchers FY2021 Canada: estimate over 30 percent Vibratory Plows FY2021 Canada: estimate over 35 percent	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, and wholly owned manufacturing subsidaries in Freeman, SD, Greenville, SC and Okahumpka, FL. Vermeer products are sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts. Vermeer's dealers are dedicated to Vermeer and Vermeer's full Product Line. This contrasts with most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of Sourcewell. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell. The sales and service specialists are trained by Vermeer annually and network with each other, so all operate as one group, providing consistent value to our customers and Sourcewell members. The entire Vermeer dealership network has a limited number of independent principle owners and works directly with Vermeer Corporation. Vermeer Corporation and Vermeer dealers work together with professionalism and shared values.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Vermeer holds a certificate of existence to do business in the state of Iowa, along with a certificate of insurance. See Document: Insurance	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	January 2014 - Present Best Place to Work in Marion County (2014, 2015, 2016, 2017) Named Best Place to Work (250+ employees) and Best Supporter of Community Projects (250+ employees) in the Best of Red Rock Awards (2018, 2019, 2020) 401(k) Plansponsor of the Year Finalist by Plansponsor Magazine (2017) Plansponsor Magazine's Best in Class 401(k) plans Plansponsor of the Year Award from ABG (2019) 2nd place in the Special Projects Category of Pension and Investments Eddy Awards (2021) North American Equipment Dealer Association's Dealer Choice Award (2013, 2014, 2015, 2016) Equipment Dealer's Association Dealer Choice Award (2019, 2020) Des Moines Register's Top 100 Workplaces in Iowa (2014, 2015) Business of the Year Award by Habitat for Humanity Private Board of the Year Award for serving the business, team members and community with best practices in structure and performance (2019) Chair Emeritus Bob Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (2016) Founder Gary Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (1996) Founder Gary Vermeer induction into Power and Communication Contractors Association (PCCA) Hall of Fame (2015) Chair Emeritus Mary Andringa inducted into the Association of Equipment Manufacturers Hall of Fame (2019) Chair Emeritus Mary Andringa was inducted into the Power and Communication Contractors Association (PCCA) Hall of Fame (2019) Chair Emeritus Mary Andringa was Iowa Business Record's Women of Influence honoree (2020) Chair Emeritus Mary Andringa receives the National Association of Women Business Owners Iowa Legacy Award and inducted into NAWBO Hall of Fame Chair Emeritus Mary Andringa commissioned as Honorary Iowa Colonel of the Militia for contribution to community service Third-Generation Shareholder Mindi Vanden Bosch receives the Red Rock Area Top 10 Young Professionals Award Vermeer Corporation awarded 2021 Trade & Industry Magazine's CiCi (Corporate Investment/Corporate Impact) Award in the Community Impact category for work following 2018 tornado Habitat for Humanity Service Above Self Award to Kevin Glesener 2017 Trenchless Technology Person of the Year to Jim Rankin STEP Awards to Mary Andringa, Wanti Muchtar, Alicia Kuhlman and Eileen Eick Red Rock Area Top 10 Under 40 Awards to Liz Sporrer (2018), Dan Huitink (2019) and Seth Williams (2020) National Certified Welding Inspector (CWI) of the Year Award received by Jeff Redding at FABTECH Metal Manufacturing Conference (2019) Vermeer security team members along with local first responders were honored with the American Heart Association's HeartSaver Hero Award for saving the life of Product Specialist II Kyle Newendorp (2020) Todd Atchison and Seth Howard awarded Patriot Award by the Iowa Employer Support of the Guard and Reserve (ESGR) Two Bronze Telly Awards in the Branded Content: Promotional category and one Silver Telly Award in the Non-Broadcast: Corporate Image category (2019) Public Relations Society of America (PRSA) Award of Excellence in Crisis Communications category (2019) Ames Economic Impact Award by Ames Economic Development Commission Vermeer invited to National Governors' Association Showcase Association of Equipment Manufacturers Pillar of Industry Award (2015, 2016) Vermeer FT100 receives 2015 Contractors' Top 50 New Products from Equipment Today STEM Culture of Excellence Award Vermeer inducted into International Mining Technology Hall of Fame Vermeer MC Series Mower Conditioner receives 2015 FinOvation Award from Farm Industry News Vermeer Freeman receives the Meritorious Achievement Award for better-thanindustry-average incident rates Vermeer MV Solutions – South Carolina received Workplace Safety Award from McGriff Insurance Services for excellent 2019 safety performance BC1000XL receives top new products in 2014 by Arbor Age Legends of Manufacturing Award from the Iowa Association of Business and Industry Association of Equipment Manufacturers Pillar of Industry Award Association of Equipment Manufacturers I Make America Legacy Award Vermeer ZR5 self-propelled round baler on the top 10 stories list for Agriculture.com Named Manufacturing Technology Company of the Year at the Technology Association of Iowa (TAI) Awards (2019) Manufacturing Leadership Award winner in Operational Excellence Leadership for our work with digital instructions (DI) and the role it played in quickly recovering after the tornado (2019) Awarded the Pella Area Community & Economic Alliance (PACE) Impact award (2019)	*
19	What percentage of your sales are to the governmental sector in the past three years	2018: 4.1% of total sales are to the government sector 2019: 4.4% of total sales are to the government sector 2020: 4.3% of total sales are to the government sector	*

20	What percentage of your sales are to the education sector in the past three years	2018: 0.09% of total sales are to education sector 2019: 0.08% of total sales are to education sector 2020: 0.09% of total sales are to education sector	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vermeer Corporation holds contract STS515 with the State of Ohio that includes a select group of equipment. 2018: $918,473 2019: $983,552 2020: $720,263 Vermeer holds contract GSS13673-GRND_MAINT with the State of Delaware. The State of Delaware adopted Vermeer Corporation's Sourcewell contract #031721-VRM 2018: $121,124 2019: $0 2020: $0	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Columbia County	Glenn O'Steen	706-868-3305	*
City of Chesapeake	William "Bud" Cartwright	757-382-6923	*
City of Ventura	Frank Palmer	805-652-4573	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City	Government	California - CA	Brush Chippers Trommel Screens, Vacuums and Stump Cutters	$118,000	$1,885,000	*
City	Government	Georgia - GA	Brush Chippers	$180,000	$600,000	*
City	Government	Iowa - IA	Brush Chippers, Vacuums and Horizontal Grinder	$246,000	$1,229,000	*
City	Government	South Dakota - SD	Horizontal Grinder and Transport	$453,000	$905,000	*
Sanitation	Government	California - CA	Horizontal Grinders	$673,000	$1,344,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Factory product specialists and our dealership network consists over 500 sales reps. Vermeer and its dealers can sell and support our products across the globe. This entire group focuses on Vermeer products such as those included in this RFP and overall customer support.	*
26	Dealer network or other distribution methods.	Vermeer has 127 dealership locations in the United States, 16 dealership locations in Canada, and 194 locations worldwide, each with numerous sales people. With this dealership group, we can sell and support Vermeer's entire product line and our customers throughout all North America and Hawaii. The entire group in North America focuses their efforts on Vermeer products such as those included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 450 individuals in the United States. See Document: Ability to Sell and Deliver Service	*
27	Service force.	Vermeer Corporation has approximately 75 service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network of 566 in the United States, and just under 50 in Canada, we can service and support our products across the globe. This entire group focuses their efforts on Vermeer products and related services such as those included in this RFP. Additionally, each of these dealerships has multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the customer's facilities.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Because Vermeer relies on its network of authorized independent dealers to work closely with Sourcewell members to execute the terms of this Agreement, Vermeer wishes to clarify that it may assign to those dealers certain of Vermeer's obligations under this agreement and/or engage those dealers as subcontractors to fulfill the same. Vermeer acknowledges and agrees that it will remain fully responsible for the performance of its authorized dealers with respect to all obligations assigned or subcontracted hereunder." Vermeer Corporation will utilize a Business-to-Government order process and funds flow. The Process Flow for Sourcewell orders will be structured to minimize the impact for both the sales team and our customers as indicated below: Customer contacts the local dealer or factory for Sourcewell for a contract purchase Determine if local agency is Sourcewell member If member – proceed If not a current member – assist agency with online membership application Dealer determines product specifications and supplies quote Pricing – percentage discount from catalog pricing Develop quote with: Machine pricing Freight – based on zoned freight matrix Quote presented to local agency Accepted – proceed to order process Denied – Dealer does not proceed, seeks possible assistance from Vermeer Corporate & Sourcewell Dealer will use machine from current inventory or places an order and delivers when available	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional service and on-going support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production, job completion and efficiencies. From directional drill to ride-on trencher parts to construction equipment, Vermeer parts are backed by a proven distribution and service network. Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate in Vermeer University training programs — an industry leading, field-proven educational training program • Any Sourcewell member or customer can contact any Vermeer dealership for warranty, service or support. • Typically, a service representative is available at the point of contact to discuss a service concern or issue. • Response times to begin service work can vary depending on seasons and daily work load, but often service work itself can be done within hours or shortly thereafter. • Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world. • Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field. • Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs. • Vermeer is the only utility equipment manufacturer that backs its products with an exclusive worldwide dealer organization. • Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships. • Vermeer is recognized as having one of the industry's best response time and overall product support.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vermeer is honored to be a currently-awarded Sourcewell vendor. In the event of an award through this RFP, Vermeer will continue to eagerly place priority on serving, and selling our quality Utility products to, the Sourcewell membership.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vermeer has a very robust dealer presence throughout Canada. Through our dealers, Vermeer is capable and willing to provide products to all Sourcewell participating entities in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vermeer is capable of serving all geographic areas of the United States and Canada. See Document: Ability to Sell and Deliver Service	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	With 127 store locations owned by 18 independent dealers throughout the United States, Vermeer Manufacturing Company's Industrial Distribution Network is well equipped to support all Sourcewell needs. Each store location includes either immediate parts inventory accessibility or the ability to order parts on short lead times. In addition, the service technicians located at each location can access Vermeer's vast service library to help ensure equipment issues are addressed in an efficient manner.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With store locations in both Anchorage, Alaska and Waipahu, Hawaii (just outside Honolulu), Vermeer Manufacturing Company is ready to serve the needs of customers working in these locations. Additionally, a store is in San Juan, Puerto Rico and the remainder of the Caribbean US Territories are easily supported via our Vermeer Industrial Dealer in Boynton Beach, Florida. The island of Guam is served via our Industrial Dealer that headquarters in Singapore but regularly does business on the island.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vermeer's priority for marketing this contract will be to enable and empower our dealer sales force, our "feet on the street", through education and awareness. Our dealers will be the primary source to build customers' awareness of this Sourcewell contract and procurement method. We have very intentional training and support efforts in place to continually improve our dealers' understanding, embracement, and success of our Sourcewell contracts. Digital marketing is also a priority for Vermeer. Since 2016, Vermeer has proudly included a section within our website dedicated to describing the benefits of (NJPA) Sourcewell, cooperative purchasing and promoting Vermeer's inclusion in the Sourcewell family of awarded vendors. We reference resources directly from Sourcewell to support this content, including the "The Sourcewell Advantage" video to quickly describe the benefits and to build awareness and comfort for the viewers. In developing the page content for Vermeer.com, we utilized strategic keywords based on common terminology around the cooperative buying process. By including this in our page copy, it will help to capture the audience searching for cooperative buying solutions on equipment buying and drive that search traffic to this page. https://www.vermeer.com/NA/en/N/support/cooperative_buying In addition to the dedicated page currently on Vermeer.com for Sourcewell information, Vermeer will be adding information on each specific product page for applicable models to direct customers back to the Sourcewell page on Vermeer.com. This will increase awareness of not only Sourcewell, but let customers know during their research phase that the model can be purchased through a Sourcewell contract.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned above, we have a significant Sourcewell presence on Vermeer.com and will continually monitor our effectiveness in driving traffic to our pages through search engine optimization. We are continually increasing our search engine marketing efforts, and will begin adding more Sourcewell and public sector cooperative purchasing terms into our ad sets moving forward to further increase awareness. In addition, we will also use our primary social channels to further drive awareness of our Sourcewell contract. We will continue to share customer's stories highlighting those customers that have utilized Sourcewell contracts to purchase their Vermeer equipment. We are also actively working on better aligning with our sales team to be alerted of products purchased through the Sourcewell contract so we can look for more opportunities to share more stories throughout the year. Within our blogs, we can tag these customer stories with Sourcewell terminology to make it easier to search for and raise awareness; then link to these stories to our informational page on Vermeer.com enhance credibility. As an example, Vermeer featured a customer story on our blog and shared to our Facebook page about the purchase of a horizontal grinder using a formerly NJPA, now Sourcewell contract. This post reached over 12,000 people, received over 130 likes and was shared 17 times. As we continue to hear of customers who take advantage of the Sourcewell opportunity with Vermeer, we will continue to endorse those stories on our social channels and utilize them as testimonials to the value of purchasing Vermeer equipment through Sourcewell. See Document: Marketing.zip	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We view Sourcewell as the industry leader within the Cooperative Purchasing industry, which is the role we desire Sourcewell to maintain. We look to Sourcewell to continue to build awareness and acceptance among public procurement professionals, and we appreciate the tradeshow presence that Sourcewell has been committed to providing. We also look to Sourcewell to keep the vendor community informed on pending legislation, as well as any legal challenges relating to cooperative purchasing across US and Canada. The information provided on sourcewell-mn.gov is a helpful resource for both members and vendors, and to promote our contract and display current information on a Vermeer landing page. The contract support team at Sourcewell are invaluable to the vendor from the Contract Launch and VBM to the report requests and weekly membership updates. We look to the contract administrator for assistance when we need government-to-government conversations, additional training whether it be a Sales Accelerator event or a vendor training event, in additional to all the support provided through trade shows and overall passion for Sourcewell. Vermeer will do its part through utilizing these great people resources and building upon existing relationships. We will promote the services that they provide to our dealership network. We will utilize the Sourcewell marketing materials at applicable trade shows. At Vermeer, our Sourcewell contracts are placed as our main go-to-market strategy in the public sector. We have integrated Sourcewell into our company culture, and continue to invest in training and support resources available to and for our dealers. Along with a dedicated internal governmental department, Vermeer continues to work with GST - Government Solutions Team, LLC to our support resources. GST specializes in providing factory sponsored, focused efforts to increase dealers' confidence and competency related to Sourcewell, and travels out in territories to encourage and mentor sales people and governmental fleet customers about Sourcewell. GST helps our dealers overcome customers' objections to using Sourcewell as a buying method. Our investment in GST is another example of Vermeer's commitment to doing all we can to make our Sourcewell contracts successful.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Vermeer is currently considering the feasibility of implementing an E-procurement, Emarketplace system and working with Sourcewell on their new "Marketplace" rollout.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Vermeer provides product training for operation and maintenance on our entire product line. The training is standard and is included with each new product delivered. Local dealers will conduct overview sessions or one-on-one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States.	*
40	Describe any technological advances that your proposed products or services offer.	Vermeer is considered to be the innovator within the industry creating newer, more efficient products. We are continuously developing environmental and economic features in our products. Each product has its own features and benefits. Life cycle costs and safety are the key drivers used during the engineering and enhancement of all our products. Vermeer has designed many safety features into our products and makes them standard, not optional, features in all our products. The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e. construction or environmental and by industry (gas, electric, etc). This provides the members with information that is specific to their application and helps make the purchasing decision more efficient. A local Vermeer dealer can be located using the 'Dealer Locator" feature on the website.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vermeer has developed and implemented an Environmental Management System (EMS) that has been recognized by the U.S. EPA, the IDNR, and the Governor's office as an industry model for environmental excellence. Key elements of our Environmental Management System include: • Corporate Vision – Following the "Stewardship Principle" of our "4-P Philosophy" we are committed to being good stewards of our resources by being "Resource Smart." Our desire is more than just being compliant; it's going above and beyond compliance to ensure that our activities and products have a positive impact on the global environment we all share. That's not only in our company efforts but also what our company is developing as a part of our products. • Energy Reduction – Vermeer has committed to reduce our energy footprint by 25% by 2025 by partnering with the US Department of Energy's Better Plants Program. o A 870kW solar field was installed and in operation in 2016 which will provide approximately 5% of Vermeer's total electrical usage o Lighting technology has been upgraded in several locations to energy efficient LEDs as well as motion sensors and variable lighting depending on the time of day and natural light. o Resource Conservation is achieved in three ways…Reduction…Reuse…and…Recycling. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms. o In 2020, 76% of our waste was recycled. o About 3000 pounds of organic waste is composted every month. o Since a 2006 baseline year, Vermeer has reduced water usage by 40 percent. • Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize risk of environmental pollution from our operations. Recent additions include: o Our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. o All shot blasting of parts and machines is done in an enclosed area and controlled with pollution control equipment. • Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process. • Community Outreach – is the very essence of what environmental stewardship is about. Examples of Vermeer's Community outreach efforts include: o Annual waste collection days during Earth Day for the local community o Environmental education grants o Environmental Educational Tours and Programs (Teachers / Students / Community) o Support volunteerism for disaster clean-up and recovery efforts o Environmental Internships o Partnerships with colleges for technical educational programs that benefit the environment • Product Innovation – Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as: o Bio-waste conversion to energy and ethanol o Geothermal applications o Wind energy o Water quality o Waste processing and composting • Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power. The Vermeer line of organic recycling equipment – including brush chippers, whole tree chippers, horizontal and tub	*

		grinders, and compost tuners – process organic waste quickly and efficiently, so that it can be turned into useful end product, and our utility installation products help bring energy sources to the grid. o Brush chippers, whole tree chippers and horizontal and tub grinders are being used to process wood waste into biomass for power generation facilities. o From soil amendment to erosion control, compost is utilized in a variety of applications and plays an important role in today's world. Vermeer compost turners introduce oxygen into the compost pile, helping speed the decomposition process. o Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers a solution in the PD10 pile driver for fast, easy installation of solar panels. • Innovations in Vermeer products help reduce environmental impact, with features such as EcoIdleTM engine control system on select brush chippers that monitors engine inactivity to help reduce fuel consumption and noise. • Vermeer is puts environmental stewardship into the design and manufacturing of its products. Some recycled steel is being used in our products, and we're exploring ways to integrate more recycled plastics and rubber components. We've also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. • Future Goals – Our continued efforts to minimize waste and conserve natural resources will ensure our operations remain environmentally sustainable. The focus will be: o Continue to focus on energy improvements to meet or exceed our 25% goal for reduction in electrical usage o Complete a water usage analysis and set new goals for reductions and reuse o Develop a longer-term sustainability process by reviewing and selecting a sustainability partner or tool to help plan and drive our next steps.	
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Vermeer has a small business partner who is certified HUBZone, certified Service-Disabled Veteran Owned Small Business (SDVOSB). With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set aside parameters. This program will incorporate a third party and any fees associated with that third party. Mary Andringa, daughter of Vermeer's founder Gary Vermeer has been involved in the business since 1982. Mary has served in many leadership roles including CEO and currently Chair of the Board. Mary has been a passionate ambassador for manufacturing, continuous improvement and global trade. One of 18 private sector members of President Obama's Export Council, representing manufacturing on important trade matters. Served two-year term as chair of the National Association of Manufacturers (NAM), the nation's largest manufacturing association, leading efforts to promote a stronger manufacturing industry. Past member of the Export-Import Bank Advisory Committee. Inducted into Industry Week's Manufacturing Hall of Fame.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Vermeer Corporation celebrates 7 decades of manufacturing. From modest beginnings, quality product innovations and demand has allowed the company to expand offering in more than 60 countries. Our full line is considered the innovator of quality products within the industry. The reputation of the Vermeer brand allows for typically higher resale of used equipment bringing more value to the governmental agency. Vermeer's product support is among the best in the industry, enabling the equipment investment to last longer, again adding value. Vermeer implements a training program for customers helping to maintain a safe work environment for the operators. Vermeer is the only supplier that can offer such a wide variety of equipment. For this Utility RFP, we are including products from our Infrastructure and MV Solutions segments.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in manufacturer Warranty Statements. See document: Warranty	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard Warranty is subject to one full year or 1,000 hours, whichever comes first as described in Manufacturer Warranty Statements. Extended warranties for parts and/or labor are available for a variety of terms and hours.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Standard warranty repair or replacement must be made at the dealer location as described in manufacturer Warranty Statements. Extended warranties and preventative maintenance programs are available that would include some travel time.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada. Sourcewell entities will be provided service/warranty repair in our dealer's shops or on the job site when applicable.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties will be passed on to the original equipment manufacturer.	*
50	What are your proposed exchange and return programs and policies?	Vermeer routinely accepts trade-ins for new equipment. The value for a specific piece can be discussed with a member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see a piece of equipment operate in their local area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver.	*
51	Describe any service contract options for the items included in your proposal.	Service contracts are available for purchase. It is marketed as Confidence Plus® with standard, base, and premium coverage options. See document: Warranty	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. Cash, Credit, Financing and Leasing.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available. This includes standard leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to tailor monthly payments to a member's budget. Rates and terms can vary and be tailored to the members needs and based on their application.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Transaction documents will vary by dealer location, but typically a signed sales order and/or purchase order is acceptable.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	If the P-card is associated with one of the major charge card issuers, then the P-card can be used for parts and service at multiple dealerships. Standard card issuer fees apply.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Vermeer is offering percentage discounts from our stated list prices. For the equipment in the Public Utility Equipment RFP, the discounts are up to 14%. There is a pricing list included with the RFP that incorporates the appropriate and stated discount for each unit and options for each model. The price list utilizes model numbers and sales codes rather than SKU numbers. A Freight Matrix is included with our pricing files. The Freight Matrix is broken out by Zone and Machine for each Vermeer product. The Freight Matrix shows the maximum amount that can be charged to a Sourcewell member. In most cases the location allows the freight to be much lower than is listed on the matrix. In order to determine total price, the Vermeer dealer will utilize the discounted list price on the price list and the freight matrix. By supplying both product price and freight as part of the "contract price", the member will be able to have full assurance of contracted pricing eliminating all the potential "gray area" for the Purchasing Officer. We will continue to work with Sourcewell to refine this method if needed. See document: Pricing and Delivery	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For equipment related to this RFP, discount is up to 14%. It is important to note that Vermeer utilizes one pricing system which is not inflated. Vermeer does not have a separate list price which includes higher prices for government entities or for discounting purposes. We have used the same process for establishing list prices for many decades.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealership network have the authority to consider volume discounts, member loyalty and may offer additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods will be provided through the Vermeer dealership with the following pricing maximums: Cost Plus up to 18% trailers Cost Plus up to 35% all other items	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Equipment Parts-Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price. There are some specific local and state taxes that might be included in the acquisition price from the dealer. A few examples are the following: RDO Pacific in Oregon has a state privilege tax of 0.5% on all towable equipment RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges: CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine must sit until the registration process is complete or there is risk of being issued a citation. Tire tax of $1.75 per tire. This is required for anything with tires. Registration fee for units that must be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We have provided a freight matrix which includes any applicable freight and dealer prep costs. We included a maximum freight rate to provide the Sourcewell member with a check point and a not to exceed amount. The total price for each piece of equipment is determined by using the discounted model price in conjunction with the zone based freight matrix. Delivery is included in this total price for each unit.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have Vermeer dealerships covering Alaska, Hawaii, Canada, as well as throughout the globe. The Vermeer dealer works with Vermeer Corporation's logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel. Having a zoned freight matrix is something Vermeer does specific for Sourcewell.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Each dealer receives funding from Vermeer Corporation for products sold and delivered to Sourcewell members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department, stating the Sourcewell program was utilized and who the purchasing member is. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation supplies marketing materials and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the Sourcewell program.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vermeer has a 13 year sales history with NJPA/Sourcewell with consecutive years of year over year growth. We base our success on the contract by evaluating growth from the previous year, along with dealer engagement with quotes, sales and training.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vermeer Corporation is proposing a 0.75% administrative fee to be paid to Sourcewell when reporting monthly equipment sales. Vermeer Corporation assumes this fee and will not ask dealers or members to pay any additional costs.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Directional Drills- From a heritage of underground utility installation going back decades, Vermeer has been a market leader and innovator in the horizontal directional drill industry for more than 30 years. With a range of size and power offerings across our drill lineup, Vermeer has made a commitment to helping you tackle jobs in the tightest spaces and in the most difficult ground conditions, helping to maximize your productivity and improve your efficiency as you work to meet demanding deadlines. Ride-On Trenchers, Plows & Rock Wheels- Vermeer trenchers are available with a range of attachments from standard center mount to offset with conveyor, helping you to exceed jobsite expectations every time. Our RTX models feature the quad-track system for work in a wider range of weather and ground conditions. When we introduced quad tracks, we affirmed our commitment to making once unthinkable productivity rates possible. Vermeer also offers a variety of plows that help power down through turf with minimal ground disturbance. From our exclusive multi-blade plow for use in underground dripper line installation, to our versatile walk-behind plows and vibratory plows that make quick work of fiber-optic, gas and water utility installations. Cut through rock, concrete and other tough surfaces easily with a Vermeer rockwheel. Vacuum Excavators-Productive and powerful vacuum excavators that can be used with pothole applications and fluid management. A modular design allows it to be trailer or truck mounted. Piercing Tools-Also known as "Hole Hammers" these tools put the power of a proven, simple and reliable design in your hands. Vermeer Hole Hammers can handle a full range of projects, including gas, electric, fiber, telecom, water and irrigation installations. Pile Driver- As the world's population grows, alternative energy sources will become increasingly important contributors to the world's store of available energy. Vermeer offers solar industry pioneers the high-quality, productive equipment solution this rapidly expanding market demands. Locator (McLaughlin G3 Verifier)- McLaughlin's newest locator combines trusted precision with a simple, user-friendly interface. Contractors face congested underground conditions, unmarked utilities and increasingly strict regulations, making accurate, and timely locating more important than ever. Specialty Excavation- Vermeer can help find you the best trench digging machine. Whether you're cutting through hard rock or installing a cross-country pipeline, Vermeer has a trenching solution to meet your needs.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no subcategories under Specialty Excavation, Lawn Plows, Directional Drills, Piercing Tools, Locating Systems, Trenchless Vacs, Utility Trenchers and Pile Drivers.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	○ Yes ◉ No	Not Applicable to the Vermeer product line	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	○ Yes ◉ No	Not Applicable to the Vermeer product line	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	◉ Yes ○ No	Vermeer offers all options listed	*
73	Utility locating equipment	◉ Yes ○ No	Vermeer offers locating equipment	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	◉ Yes ○ No	Vermeer offers parts and services related to the offering	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricing and Delivery.pdf - Thursday November 04, 2021 15:10:45
- Financial Strength and Stability - Financial Strength.pdf - Thursday November 04, 2021 14:15:08
- Marketing Plan/Samples - Marketing Plan.zip - Thursday November 04, 2021 15:02:05
- WMBE/MBE/SBE or Related Certificates - Insurance.pdf - Thursday November 04, 2021 14:15:31
- Warranty Information - Warranty.pdf - Thursday November 04, 2021 14:15:19
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Ability to Sell and Deliver Service.pdf - Thursday November 04, 2021 14:21:01

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Tousey, Corporate Accounts Manager, Vermeer Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☑	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☑	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☑	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☑	1

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Janitorial Services Agreement

Date: August 12, 2025

Submitted By: Matt McClure, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing Awarding the Contract for Janitorial Services of City Owned Facilities to Pride Industries One, Inc. and Authorizing the City Manager to Execute the Agreement with Pride Industries.

Background:
Janitorial services costs for City-owned facilities are included in the Fiscal Years 2025/26 and 2026/27 Operating Budget. The previous contract, originally approved by the City Council in 2022, expired on June 30, 2025. To ensure continuity of service, the City Manager authorized a short-term, two-month interim contract covering the period from July 1, 2025, through August 31, 2025. Staff reviewed various options and, utilizing the State of California Welfare and Institutions Code 19404 (Code 19404), contacted Pride Industries One to provide pricing for janitorial services for a three-year period. Code 19404 states that any state agency, city or county, etc. may without advertising or calling for bids, purchase materials and supplies manufactured and services provided by public or private nonprofit California corporation operating community rehabilitation programs serving persons with disabilities, etc. Pride Industries One, Inc. meets the necessary requirements and provided the following pricing:

Year	Cost
Year 1 (Ten Months)	$ 287,117.70
Year 2	$ 361,404.00
Year 3	$ 375,068.76
TOTAL	$1,023,590.46

The first period of the agreement is for ten months (September 1, 2025-June 30, 2026), followed by two twelve-month periods (July 1, 2026-June 30, 2027 and July 1, 2027-June 30, 2028). This contract is based on a price per City facility. Staff recommends the City Council award the contract to Pride Industries One, Inc.

The Resolution establishes the City Manager's change order authority to add/delete City

facilities and/or square footage if the City increases/decreases the amount or size of City's facilities.

Fiscal Impact:
There is no additional fiscal impact to the General Fund. Sufficient funds are available in the Operating Budget for the adopted budget years. Funding for subsequent years will be considered in the budgets adopted for the applicable fiscal years, provided sufficient resources are available in the applicable funds.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Services Agreement
3. California Code 19404

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR JANITORIAL SERVICES OF CITY OWNED FACILITIES TO PRIDE INDUSTRIES ONE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH PRIDE INDUSTRIES

WHEREAS, with the existing janitorial contract ending on August 31, 2025, staff, utilizing the State of California Welfare and Institutions Code 19404 (Code 19404), contacted Pride Industries One., Inc. to provide pricing for janitorial services Citywide; and

WHEREAS, Code 19404 states that any state agency, city or county, etc. may without advertising or calling for bids, purchase materials and supplies manufactured and services provided by public or private nonprofit California corporation operating community rehabilitation programs serving persons with disabilities, etc.; and

WHEREAS, this agreement is for two years and ten months, based on a price per City facility, for a total cost of $1,023,590.46.

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

Section 1. The City Council awards the contract for Janitorial Services of City owned facilities to Pride Industries One, Inc. in the amount of $1,023,590.46.

Section 2. The City Manager is authorized to execute the Agreement with Pride Industries One, Inc., in substantially the form attached hereto as “Exhibit A”.

Section 3. The City Council hereby authorizes the City Manager with authority to approve and sign amendments to the agreement if necessary for the purpose of modifying the locations and scope of work provided by Pride Industries at City facilities, provided that any such amendment does not increase the maximum compensation of the contract, and the amendment otherwise complies with applicable Rocklin Municipal Code and is approved as to form by the City Attorney.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

AGREEMENT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND PRIDE INDUSTRIES ONE, INC.

This agreement is entered into between the City of Rocklin, through its PUBLIC WORKS DEPARTMENT ("City") and Pride Industries One, Inc., a California Nonprofit corporation ("Provider") (collectively, the "Parties" and individually a "Party") for the purpose of providing janitorial services.

Section 1. RESPONSIBILITIES OF PROVIDER

A. Pursuant to the terms and conditions of this agreement, Provider shall provide to the City the services described in the Scope of Work, Exhibit A.

B. Provider shall assign and utilize only competent personnel to perform services pursuant to this Agreement. Provider shall designate a project manager who at all times shall represent the Provider 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 Provider, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Provider shall notify City in writing, of any other changes in Provider'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 Provider 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, Provider shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

C. Provider agrees and represents that it is qualified to properly provide the services set forth herein in a manner consistent with the generally accepted standards of Provider's profession. Provider is duly licensed, qualified and experienced to perform the services set forth in this Agreement. Provider represents and warrants that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Provider to practice its profession or provide any services under this Agreement. Provider represents and warrants that Provider 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 Provider to practice its profession or provide such services. If Provider is an out of state corporation, Provider 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. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Provider's profession in California. Provider 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 Provider's obligations under this Agreement.

Section 2. RESPONSIBILITIES OF CITY

Pursuant to the terms and conditions of this agreement, City shall:

A. Compensate Provider as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Provider.

Section 3. COMPENSATION

A. Provider shall be paid for services satisfactorily and timely rendered in accordance with and as described in this agreement, which for the period of September 1, 2025 through June 30, 2026, shall include a maximum of $287,117.70; during Year 2 of the contract (July 1, 2026 through June 30, 2027), a maximum of $361,404.00; and for Year 3 of the contract (July 1, 2027 through June 30, 2028), a maximum of $375,068.76.

B. In no event shall the maximum amount payable under this agreement exceed $1,023,590.46.

C. Provider's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT

A. Provider shall submit to the Public Works Director within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. City shall make payment within 30 days of receipt of Provider's correct and approved statement or invoice.

At minimum, all invoices submitted by Provider shall contain the following information:

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

B. Compensation under this agreement shall be reduced by applicable Provider revenues. The term "applicable Provider revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Provider's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds

and adjustments or overpayment, or other erroneous charges). To the extent that applicable Provider revenues, accruing or received by Provider relate to allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.

C. Should City, or the county, state, or federal government, disallow any amount claimed by or paid by City to Provider, Provider shall reimburse City, county, state or federal government, as directed by City or the state or federal government, for such disallowed cost.

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

Section 5. TERM OF AGREEMENT

A. This agreement shall commence as of the last date it has been signed by both Parties and shall end June 30, 2028.

Section 6. TERMINATION OF AGREEMENT

A. If Provider materially fails to perform Provider's responsibilities under this agreement to the satisfaction of City, or if Provider fails to fulfill in a timely and professional manner Provider's responsibilities under this agreement, or if Provider 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 Provider. If termination for cause is given by City to Provider and it is later determined that Provider 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 of this Section.

B. City may terminate this agreement without cause on thirty (30) days written notice to Provider.

C. City may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. City's right to terminate this agreement may be exercised by the City Manager or City Manager's designee.

E. Should this agreement be terminated, Provider shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Provider pursuant to this agreement in a format acceptable to City.

F. If this agreement is terminated, Provider shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Provider shall be entitled to no other benefits other than those specified herein. Provider specifically acknowledges that in entering into and executing this agreement, Provider relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Provider and City Manager or the City Manager's designee, provided that the amendment is in substantially the same format as the City's standard format amendment.

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

E. 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 Provider 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.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Provider, Provider may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of City. The waiver by City of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF PROVIDER

A. Provider shall, during the entire term of this agreement, be construed to be an independent Provider, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Provider performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Provider shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of City is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Provider shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Provider were a City employee. City shall not be liable for deductions for any amount for any purpose from Provider's compensation. Provider shall not be eligible for coverage under City's workers' compensation insurance plan nor shall Provider be eligible for any other City benefit. Provider must issue W-2 and 941 Forms for income and employment tax purposes, for all of Provider's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION

A. To the fullest extent permitted by law, Provider shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Provider, or by any of Provider's subcontractors, any person employed under Provider, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Provider shall also, at Provider's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Provider, or any of Provider's subcontractors, any person employed under Provider, or under any Subcontractor, or in any capacity. Provider shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Provider's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable

law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Provider's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Provider's evidence of insurance coverage required by this agreement does not in any way relieve Provider from its obligations under this Section.

Section 11. INSURANCE REQUIREMENTS

Without limiting Provider's duties of defense and indemnification, Provider and any subcontractor 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 Provider, 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 Provider 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 Provider has no employees, Provider 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. Provider is aware of the provisions of the Labor Code, including section 3700, which require every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Provider shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

Provider shall require its subs, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Provider by this agreement.

If the Provider 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 Provider. 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 Provider 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 Provider'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 Provider'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 Provider's insurance and shall not contribute with it.

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

4. **Notice of Cancelation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days notice of cancelation due to non-payment. Further, in the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to City within 24 hours.

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

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

7. **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.

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

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

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

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

9. **Verification of Coverage**. Provider shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting 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 Provider'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.

Further, any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Rocklin, its elected officials, officers, employees, agents, or volunteers.

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

11. **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.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

A. If any claim for damages is filed with Provider or if any lawsuit is instituted concerning Provider's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect City, Provider shall give prompt and timely notice thereof to City. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Placer County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

A. Provider shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. Provider shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Provider represents that Provider is in compliance with and agrees that Provider shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq*.), the Fair Employment and Housing Act (Government Code sections 12900, *et seq*.), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Provider represents and warrants all websites created for City, or used by Provider to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

D. In addition to any other provisions of this agreement, Provider shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Provider's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

A. City, federal, and state officials shall have access to any books, documents, papers, and records of Provider that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Provider or City. Except where longer retention is required by federal or state law, Provider shall maintain all records for five years after City makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Provider shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Provider shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to City during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by City, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

C. Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or City audit directly related to the provisions of this agreement. Provider agrees to repay City the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Provider agrees that City may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Provider.

D. During performance of the agreement and for a period of three (3) years after completing all services, Provider shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Provider's costs for all services performed under this Agreement and records of Provider'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.

Section 15. LICENSES AND PERMITS

Provider, and Provider's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain, at its sole cost and expense, all necessary licenses, permits, certificates, and credentials required by the laws of the United

States, the State of California, the County of Placer, the City of Rocklin, and all other appropriate governmental agencies, including any certification and credentials required by City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by City.

Section 16. PERFORMANCE STANDARDS

Provider shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Provider's work or services.

Section 17. CONFLICTS OF INTEREST

Provider and Provider's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 18. NOTICES

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to City:
City of Rocklin
4081 Alvis Court
Rocklin, CA 95677

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

If to Provider:
Pride Industries
11030 Foothills Blvd.
Roseville, CA 95747

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 18.A. and shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the City as provided for in this agreement may be executed and/or exercised by the City Manager or their designee.

Section 19. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 20. COMPLIANCE WITH POLITICAL REFORM ACT

Provider shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the City's Conflict of Interest Code, with regard to any obligation on the part of Provider to disclose financial interests and to recuse from influencing any City decision which may affect Provider's financial interests. If required by the City's Conflict of Interest Code, Provider shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 21. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or City ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 22. 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.

PROVIDER

By:_____ _____
Kathy Lopez-Shaughnessy, Director, Commercial Contracts

Section 23. 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, Provider hereby warrants that it shall

not have breached the terms or conditions of any other contract or agreement to which Provider is obligated, which breach would have a material effect hereon.

Section 24. OWNERSHIP OF WORK

To the extent Provider's scope of services requires any of the following work or services, all research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the City and be delivered to the City upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Provider's staff or between Provider and any subcontractors. City may use Provider's such work products for any purpose whatsoever. City acknowledges that its alteration of documents without consent of Provider, or use of the documents for any purpose unrelated to this agreement's purposes, is at the City's own risk and without liability to Provider. All works produced under this agreement shall be deemed works produced by a Provider for hire, and all copyright with respect thereto shall vest in the City without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Provider shall retain all of Provider's rights in Provider's own proprietary information, including, without limitation, Provider's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Provider prior to, or acquired by Provider during the performance of this agreement and Provider shall not be restricted in any way with respect thereto.

Section 25. USE OF CITY PROPERTY

Provider shall not use City premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Provider's obligations under this agreement.

Section 26. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic

signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, City and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

By: _____ Date: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:
MATTHEW McOMBER
CITY ATTORNEY

By: _____
Matthew McOmber, City Attorney

PROVIDER

By:_____ Date: _____
Kathy Lopez-Shaughnessy, Director, Commercial Contracts
Tax I.D.#: 91-1827109

Exhibit A

Scope of Work

BUILDING MAINTENANCE SPECIFICATIONS

1. PROVIDER SHALL TIMELY PERFORM ALL WORK SET FORTH HEREIN TO CITY'S REASONABLE SATISFACTION:

A. Furnish all labor, materials, tools, equipment, and transportation required to perform cleaning, disinfecting restrooms, trash removal, and other items specified herein.

B. The following facilities are to be serviced five (5) days per week Monday – Friday:

1. Police Station
2. City Hall
3. Historic City Hall
4. Fire Department Administration
5. Corporation Yard Complex

The following facilities are to be serviced all seven (7) days of the week.

1. Rocklin Event Center
2. Community Center
3. Parks and Recreation Building
4. Train Station

C. It is the responsibility of the Provider to assure City buildings are cleaned in a manner that complies with the standards (see Section 2) expected by the City of Rocklin and that all services and work performed by Provider otherwise comply with the Definitions and Standards sections set forth herein.

D. The Provider is responsible for providing all cleaning supplies, paper supplies and equipment. This includes but is not limited to cleaning supplies, waxes, paper products, hand towels, toilet paper, hand soaps, etc.

All products supplied by the Provider must include sufficient stock to be used by rental customers and city staff for functions at the sites. Liners for trash cans that use the large (43" x 47") liners must be a minimum of 2.0 mil thickness.

E. Facilities and approximate square footage included are:

1. Rocklin Police Station (40,000sq.ft.)
2. Rocklin City Hall (17,000 sq.ft.)
3. Historic City Hall (2100 sq.ft.)
4. Rocklin Train Station (700 sq.ft.)

5. Rocklin Community Center (3400 sq.ft.)
6. Park and Recreation Building (5500 sq.ft.)
7. Corporation Yard Complex (7500 sq.ft.)
8. Rocklin Event Center (26,000 sq.ft.)
9. Fire Department Administration (3,400 sq.ft.)

2. DEFINITIONS AND STANDARDS

Provider shall perform work cleaning, work, and services in accordance with the following definitions:

A. CLEANING:
To keep free from dirt or impurities, removing stains, either by hand or with tools on items such as urinals, water closets, sinks, drinking fountains, light fixtures, mirrors, etc.

B. BUFFING:
To clean or shine with a floor machine surfaces such as resilient tiles, terrazzo, wood, slate, etc.

C. SURFACE WIPING:
To remove surface dust, or dirt from furniture, files, sills, blinds, telephones, vents, grills, lighting fixtures 9 feet or below, tables, and desks. Wipe only surfaces that are free of personal items and papers.

D. EMPTYING:
To remove accumulation of trash or residue from waste/recycling containers, ashtrays, receptacles, etc., and deposit in designated containers.

E. MOPPING - DAMP AND WET:
To wash, wipe and remove dirt and stains from floor that cannot be removed by sweeping or vacuuming. To leave clean with no standing water.

F. POLISHING: To smooth and brighten by rubbing with polishing cloth using proper pastes, etc., as surfaces may require, such as brass, furniture, counters, mirrors, etc.

G. REFILL: To replace the contents of a container such as soap, toilet tissue, towel dispensers, hand sanitizers, etc. The City will accept no less than the quality of the existing soap, toilet tissue, paper towels and hand sanitizers.

H. STRIPPING: This is a colloquial term for removing built-up waxes, seals and other floor dressings, from the original natural surface before applying a fresh coat of protective cover to surfaces such as resilient tile, wood, terrazzo, etc.

I. SWEEPING: To remove or clear away dirt or debris with a broom or brush. Normally all horizontal surfaces subject to foot or wheeled usage.

J. VACUUM: To clean with a vacuum cleaner. Vacuums with HEPA filters and agitating brushes are required. Regular emptying of collector device is important and proper setting of height above surface will improve effectiveness.

K. WASHING: The act or process of making thoroughly clean by moistening, wetting, scrubbing, rinsing, with water plus proper quantities of soap, detergents, and disinfectants as furnished for various objects and equipment.

L. WAXING: To cover or treat with liquid wax or other floor finish in proper quantities over properly prepared surfaces to protect and beautify the finish to an even high gloss shine. Any evidence of splashing must be removed from baseboards and furniture/fixtures/doors.

3. **WORK STANDARDS**

A. BUILDING ENTRANCES: All building entrances interior and exterior should appear neat, clean, safe, and free from litter, debris, and other types of soils at all times. Hard floor surfaces should be swept, mopped, polished and shiny. Carpeted areas should be vacuumed and free from stains and other types of soils. For sites with multiple access locations, all exterior access areas are considered building entrances.

B. ENTRY WINDOWS AND GLASS DOORS: Windows and frames, glass doors including sliding doors should be clean and free from finger prints, smudges, streaks, stains, and other forms of soils. All glass should be cleaned from floor to ceiling.

C. ENTRANCE MATS: All matting should be vacuumed and free from sand, dirt, moisture, and other types of soils Worn matting should be reported as soon as it shows signs of deterioration to City of Rocklin Building Maintenance Supervisor.

D. INTERIOR GLASS: Interior glass partitions and windows including frames should be clean and free from finger prints, smudges, streaks, stains, and other forms of soils.

E. HALLWAYS - VINYL TILED FLOORS: All halls should be swept, mopped and free of trash and dirt. Corners and edges should be clean without visible build-up of dirt or old floor finish. All entrance mats must be free of trash and dirt underneath. Halls should shine with no hint of streaks or dust film.

F. OTHER HARD SURFACED FLOORS: Hard surfaced floors should be swept, damp mopped and free from sand or dirt and other types of soils. Surfaces should be polished and shiny at all times. Care should be taken to ensure that procedures for specialty floors are observed.

G. CARPETED HALLWAYS: Carpeting should be vacuumed, static free, and free from litter, debris and other types of soils.

H. STAIRWAYS: All interior and exterior stairways and landings should be swept, mopped, clean, and free from litter, debris, and other forms of accumulated soils at all times. There should be no traces of spills, stains, gum or sticky accumulations on stairways or railings.

I. COMMON AREAS: There should be no trace of spills, gum accumulations, stains, and other types of soils. Hard floor surfaces should be swept, mopped, polished and shiny. Carpeted areas should be vacuumed and free from stains and other types of soils.

J. CONCESSION AND VENDING MACHINE AREAS: Area should be neat, clean, and free from accumulated litter and soils at all times including underneath. There should be no trace of spills, ground-in food, or other types of soils. Hard floors should be swept, mopped and kept shiny and polished. Carpeted areas should be vacuumed and free from stains and accumulated soils.

K. ELEVATORS: Area should be neat, clean, odor-free, and free from accumulated litter and soils at all times. Stainless steel doors, frames, and control panels should be polished and free from streaks, smears, and finger prints. There should be no trace of spills, ground-in food, or other types of soils. Carpeted areas should be vacuumed and free from stains and accumulated soils.

L. RESTROOMS: All restrooms should be neat, clean, odor free and free from litter and soils. All surfaces should be cleaned with a surface disinfectant. Fixtures should be polished and free from spots, streaks, and debris. Floors should be swept and mopped with a surface disinfectant. Mirrors should be clean and free from spots, streaks or smears. Paper and soap dispensers should be full (with enough supply until the next servicing), and free from fingerprints, spots, streaks or smears.

M. CONFERENCE ROOMS: All areas should appear neat, clean, well-organized and free from accumulated litter and soils at all times. There should be no trace of spills or other types of soils. Hard floor surfaces should be swept, mopped, shiny and polished. Carpeted areas should be vacuumed and free from stains and accumulated soils. Whiteboard trays should be clean and free from dust. Movable chairs and seating should be neatly aligned to their original position. Wood tables should be polished and free from finger prints and smudges.

N. CUSTODIAL AREAS: Area should appear neat, clean and well organized at all times. The degree of cleanliness and orderliness should be the same as in any other area of the facility.

O. CUSTODIAL WET CLOSETS: Slop sink closets should appear neat, clean and well organized at all times. Areas should be free from litter, debris and clutter. The degree of cleanliness and orderliness should be the same as in any other area of work.

P. CUSTODIAL AND GENERAL STORAGE: All storage areas should appear neat, clean and well organized at all times. Areas should be free from litter, debris and clutter. The degree of cleanliness and orderliness should be the same as in any other area of the facility. Safety Data Sheets for all chemicals in use must be available.

Q. LUNCH AND BREAK ROOMS: Area should be neat, clean and free from accumulated litter and soils at all times. There should be no trace of spills or other types of soils. Sinks and counter areas should be free of food and debris, cleaned with a surface sanitizer, and stainless-steel surfaces polished with an NSF certified stainless-steel polish. Hard floor surfaces should be swept, mopped, shiny and polished. Carpeted areas should be vacuumed and free from spills and accumulated soils. Eating surfaces should be sanitized. Paper and soap dispensers should be full and free from fingerprints, spots, streaks and smears.

R. AUDITORIUMS AND BANQUET STYLE ROOMS: Rooms should appear neat, clean and free from any litter or soils. These areas should be ready for use and activity at any time. All carpeted areas and upholstered furniture should be vacuumed and free from soils, spills and other debris. Hard floors should be swept, damp mopped and free from sand or dirt and other types of soils. The use of an auto scrubber or similar mechanical cleaning method is recommended for larger hard floors.

S. KITCHEN AREAS: Area should be neat, clean and free from accumulated litter and soils at all times. Sinks and dishwashing areas should be free of food and debris, cleaned with a surface sanitizer, and stainless-steel surfaces polished with an NSF certified stainless-steel polish. Counter tops should be free of food and debris,

cleaned with a surface sanitizer, and stainless-steel surfaces polished with an NSF certified stainless-steel polish. Stainless steel appliances should be clean and free from finger prints, smudges, streaks, stains, and other forms of soils, and polished with an NSF certified stainless-steel polish. Floors should be swept, damp mopped and free from food, debris, and mopped using a degreasing product as necessary. Paper and soap dispensers should be full and free from fingerprints, spots, streaks and smears.

T. SHOWER ROOMS: All shower facilities should appear neat, clean and free from litter and soils. All surfaces should be clean and disinfected. Shower stalls should be clean and free from molds and buildups from soaps and shampoo. Glass shower doors and frames should be cleaned with a surface disinfectant and clean and free from finger prints, smudges, streaks, stains, and other forms of soils.

U. GYM: Gym floor should be swept, damp mopped with a surface disinfectant, free from sand or dirt and other types of soils. Care should be taken to ensure that procedures for specialty floors are observed.

V. OFFICES: Office areas should appear neat, clean, and free from accumulated litter and soil. Hard floor surfaces should be swept, mopped, shiny and polished. Carpeted areas should be vacuumed and free from spills and accumulated soils including under desks and work stations.

4.HOURS AND DAYS OF OPERATION / DUTIES AND FREQUENCY OF MAINTENANCE SERVICES

A. HOURS, DAYS, AND FREQUENCY OF OPERATION

The Provider is required to perform the following frequency of operations at each City facility detailed within the Janitorial Task Specification sheets incorporated herein. Hours of operation are to be between 10pm and 7am except for the Rocklin Event Center which is from 12am to 7am.

FACILITY	FREQUENCY OF SERVICE (PER WEEK)	SERVICE DAYS
City Hall 3970 Rocklin Road	5	Monday – Friday
Historic City Hall 3980 Rocklin Road	5	Monday – Friday
Police Station 4080 Rocklin Road	5	Monday – Friday
Fire Dept. Admin. 4060 Rocklin Road	5	Monday – Friday

Corporation Yard Complex 4081 Alvis Court	5	Monday – Friday
Community Center 5480 Fifth Street	7	Monday – Sunday
Parks and Recreation 5460 Fifth Street	7	Monday – Sunday
Train Station 3740 Rocklin Road	7	Monday – Sunday
Rocklin Event Center 2650 Sunset Blvd.	7	Monday – Sunday

B. DUTIES:

City Hall **3970 Rocklin Road** **17,000 sq.ft.** **Functions**	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
FLOORS						
Carpets - Vacuum	**5x**					
Vinyl/tile - Dust mop	**5x**					
Vinyl/tile - Wet mop	**5x**					
RESTROOMS						
Clean fixtures and Mirrors	**5x**					
Check/refill dispensers	**5x**					
Clean drinking fountains and sinks	**5x**					
Clean/wet mop floors	**5x**					
KITCHENS						
Clean fixtures	**5x**					
Check/refill dispensers	**5x**					
Clean drinking fountains and sinks	**5x**					
Clean/wet mop floors	**5x**					
WINDOWS						
Clean entry areas	**5x**					
LOBBY FURNITURE/COUNTERS						
Wipe counter tops	**5x**					
Clean, chairs, tables						**X**
WASTEBASKETS						
Empty trash & recycled paper baskets	**5x**					
Change liners						**X**
OUTSIDE (Porch Areas, Steps, Sidewalks)						
Empty trash cans	**3x**					
Sweep						**X**
Clean around garbage containers		**X**				
Clean ashtrays	**3x**					
STAIRWELLS						
Sweep	**3x**					
Mop						**X**

Historic City Hall 3980 Rocklin Road 2023 sq.ft. Functions	Frequency					
	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
FLOORS						
Carpets - Vacuum	**5x**					
Vinyl/tile - Dust mop	**5x**					
Vinyl/tile - Wet mop	**5x**					
RESTROOMS						
Clean fixtures and Mirrors	**5x**					
Check/refill dispensers	**5x**					
Clean drinking fountains and sinks	**5x**					
Clean/wet mop floors	**5x**					
KITCHENS						
Clean fixtures	**5x**					
Check/refill dispensers	**5x**					
Clean drinking fountains and sinks	**5x**					
Clean/wet mop floors	**5x**					
WINDOWS						
Clean entry areas	**5X**					
LOBBY FURNITURE/COUNTERS						
Dust/vacuum						**X**
Clean, chairs, tables						**X**
WASTEBASKETS						
Empty trash & recycled paper baskets	**5X**					
Change liners						**X**
OUTSIDE (Porch Areas, Steps, Sidewalks)						
Sweep						**X**
STAIRWELLS (excludes basement stairwell)						
Sweep and mop	**5X**					

Fire Department Administration 4060 Rocklin Road 3400 sq.ft. Functions	Frequency					
	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
FLOORS						
Carpets - Vacuum	**5x**					
Vinyl/tile - Dust mop	**5x**					
Vinyl/tile - Wet mop	**5x**					
RESTROOMS						
Clean fixtures and Mirrors	**5x**					
Check/refill dispensers	**5x**					
Clean drinking fountains and sinks	**5x**					
Clean Shower	**1x**					
Clean/wet mop floors	**5x**					
KITCHEN/BREAKROOM						
Clean fixtures	**5x**					
Check/refill dispensers	**5x**					
Clean drinking fountains and sinks	**5x**					
Clean/wet mop floors	**5x**					
WINDOWS						
Clean entry areas	**5X**					
LOBBY FURNITURE/COUNTERS						
Dust/vacuum						**X**
Clean, chairs, tables						**X**
WASTEBASKETS						
Empty trash & recycled paper baskets	**5X**					
Change liners						**X**
OUTSIDE (Porch Areas, Steps, Sidewalks)						
Sweep						**X**

Train Station 3740 Rocklin Road 700 sq.ft. Functions	Frequency					
	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
FLOORS						
Stained Concrete - Dust mop	**7x**					
Stained Concrete - Wet mop	**7x**					
RESTROOMS						
Clean fixtures	**7x**					
Check/refill dispensers	**7x**					
Clean drinking fountains and sinks	**7x**					
Clean/wet mop floors	**7x**					
WINDOWS						
Clean entry areas	**7x**					
Clean ground level windows	**7x**					
WASTEBASKETS						
Empty trash & recycled paper baskets	**7x**					
Change liners	**7x**					
OUTSIDE (Porch Areas, Steps, Sidewalks)						
Empty trash cans	**7x**					
Sweep						**X**
Clean around garbage containers						**X**

Corporation Yard Complex 4081 Alvis Court 19,000sq.ft. Functions	Frequency					
	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
FLOORS						
Carpets - Vacuum	**5x**					
Vinyl/tile - Dust mop	**5x**					
Vinyl/tile - Wet mop	**5x**					
RESTROOMS						
Clean fixtures and Mirrors	**5x**					
Check/refill dispensers	**5x**					
Clean sinks and countertops	**5x**					
Clean/wet mop floors	**5x**					
LOCKER ROOMS						
Clean showers	**1x**					
KITCHENS						
Clean fixtures	**5x**					
Clean Countertops	**5x**					
Check/refill dispensers	**5x**					
Clean drinking fountains and sinks	**5x**					
Clean/wet mop floors	**5x**					
WINDOWS						
Clean entry areas	**5x**					
LOBBY FURNITURE/COUNTERS						
Wipe counter tops	**5x**					
Clean, chairs, tables						**X**
WASTEBASKETS						
Empty trash & recycled paper baskets	**5x**					
Change liners						**X**
OUTSIDE (Porch Areas, Steps, Sidewalks)						
Sweep						**X**

Police Department 4870 Rocklin Road 40,000 sq.ft. Functions	Frequency					
	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
FLOORS						
Carpets - Vacuum	**5x**					
Vinyl/tile - Dust mop	**5x**					
Vinyl/tile - Wet mop	**5x**					
RESTROOMS (Includes Locker Room Restrooms)						
Clean fixtures and Mirrors	**5x**					
Check/refill dispensers	**5x**					
Clean drinking fountains and sinks	**5x**					
Clean/wet mop floors	**5x**					
LOCKER ROOMS						
Clean showers	**3x**					
GYM						
Empty trash	**5x**					
Rubber Flooring	**5x**					
KITCHENS						
Clean fixtures	**5x**					
Check/refill dispensers	**5x**					
Clean drinking fountains and sinks	**5x**					
Clean/wet mop floors	**5x**					
WINDOWS						
Clean entry areas	**5x**					
LOBBY FURNITURE/COUNTERS						
Wipe counter tops	**5x**					
Clean, chairs, tables						**X**
WASTEBASKETS						
Empty trash & recycled paper baskets	**5x**					
Change liners						**X**
OUTSIDE (Porch Areas, Steps, Sidewalks)						
Empty trash cans	**5x**					
Sweep						**X**
Clean around garbage containers		**X**				

Parks and Recreation 5460 5th Street 5500 sq.ft. Functions	Frequency					
	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
FLOORS						
Carpets - Vacuum	**7x**					
Vinyl/tile - Dust mop	**7x**					
Vinyl/tile - Wet mop	**7x**					
Wood - Dust mop	**7x**					
Wood - Mop	**7x**					
RESTROOMS						
Clean fixtures and Mirrors	**7x**					
Check/refill dispensers	**7x**					
Clean drinking fountains and sinks	**7x**					
Clean/wet mop floors	**7x**					
KITCHENS						
Clean fixtures	**7x**					
Check/refill dispensers	**7x**					
Clean drinking fountains and sinks	**7x**					
Clean/wet mop floors	**7x**					
WINDOWS						
Clean entry areas	**7x**					
LOBBY FURNITURE/COUNTERS						
Wipe counter tops	**7x**					
Clean, chairs, tables						**X**
WASTEBASKETS						
Empty trash & recycled paper baskets	**7x**					
Change liners						**X**
OUTSIDE (Porch Areas, Steps, Sidewalks)						
Empty trash cans	**7x**					
Sweep						**X**
Clean around garbage containers		**X**				

Community Center 5480 5th Street 3500 sq.ft. Functions	Frequency					
	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
FLOORS						
Vinyl/tile - Dust mop	**7x**					
Vinyl/tile - Wet mop	**7x**					
Wood - Dust mop	**7x**					
Wood - Mop	**7x**					
RESTROOMS						
Clean fixtures and Mirrors	**7x**					
Check/refill dispensers	**7x**					
Clean drinking fountains and sinks	**7x**					
Clean/wet mop floors	**7x**					
KITCHENS						
Clean fixtures	**7x**					
Check/refill dispensers	**7x**					
Clean drinking fountains and sinks	**7x**					
Clean/wet mop floors	**7x**					
Clean/polish stainless	**7x**					
WINDOWS						
Clean ground level windows	**7x**					
WASTEBASKETS						
Empty trash & recycled paper baskets	**7x**					
Change liners	**7x**					
OUTSIDE (Porch Areas, Steps, Sidewalks)						
Empty trash cans	**7x**					
Sweep						**X**
Clean around garbage containers						**X**

Rocklin Event Center 2650 Sunset Blvd. 26,000sq.ft. Functions	Frequency					
	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
FLOORS						
Carpets - Vacuum	**7x**					
Vinyl/tile - Dust mop	**7x**					
Vinyl/tile - Wet mop	**7x**					
Wood - Dust mop	**7x**					
Wood - Mop	**7x**					
RESTROOMS						
Clean fixtures and Mirrors	**7x**					
Check/refill dispensers	**7x**					
Clean drinking fountains and sinks	**7x**					
Clean/wet mop floors	**7x**					
BEVERAGE AND FOOD SERVICE ROOMS						
Clean/polish stainless	**7x**					
Clean fixtures	**7x**					
Check/refill dispensers	**7x**					
KITCHENS						
Clean fixtures	**7x**					
Check/refill dispensers	**7x**					
Clean drinking fountains and sinks	**7x**					
Clean/wet mop floors	**7x**					
Clean/polish stainless	**7x**					
WINDOWS						
Clean entry areas	**7x**					
WASTEBASKETS						
Empty trash & recycled paper baskets	**7x**					
Change liners	**7x**					
OUTSIDE (Porch Areas, Steps, Sidewalks)						
Empty trash cans	**7x**					
Sweep						**X**
Clean around garbage containers						**X**
Empty ashtrays						**X**

5. PROVIDER EXPERIENCE

Provider represents it has and shall maintain the knowledge, training, expertise, ability, knowledge, and skill necessary to manage and perform the work required of this contract of this size.

6. INTERFERENCE

A. Provider shall conduct the work required in such manner as to cause the least amount of interference to the employees and renters.

B. Provider recognizes that, during the course of this Agreement, other activities and operations may be conducted by the City work forces and/or other contracted parties. These activities may include, but not be limited to, disaster/emergency drills, disaster/emergency response, special events, and event rentals. Provider may be required to modify the weekly schedule and shall promptly comply with any request made by the Building Maintenance Supervisor, Facilities Operations Superintendent or Public Services Manager.

7. DAMAGE/NON-PERFORMANCE

A. The work area covered under this contract will be evaluated on a regular basis by the City. Any damage identified will be noted and reviewed with the Provider at meetings to be scheduled by the City.

B. Any damage to the facility or furnishings due to Provider's negligence during the performance of any provision of this agreement shall be the responsibility of the Provider. The City's Facility Management team will determine who is responsible for such negligence.

C. Provider will have five (5) working days to repair, or make necessary arrangements for repair of any damages once Provider has been notified by the City's Facility Management. Any time extension or deviation will require the coordination and approval of the Public Services Director. The damaged area will be restored to its original condition unless otherwise specified. Provider will notify the City in writing that the repairs and/or corrections have been completed no more than two (2) business days after they have been finished.

D. Non-performance by the Provider that results in City personnel performing work in preparation for Provider, or completing work required by this agreement that is Provider's responsibility but was not timely performed, will result in the actual cost of City's time and resources to perform such work being charged to the Provider. These costs will be deducted from the monthly invoice.

E. Failure to perform as specified in the scope of work will be determined by the CIty. Any inspection reports showing non-performance will be grounds for the recuperation of part or all of the monthly costs of the affected site from the Provider. The decision to apply the charges shall be at the sole discretion of the Public Services Director. This includes but is not limited to non-adherence to the approved cleaning schedule without the City's approval.

8. **SECURITY REQUIREMENTS**

Confidentiality of activity and information maintained within City facilities is paramount. Persons having access to any facility of the City must be trained by Provider and shall agree not to access, obtain, or keep any confidential information confidential of the City. Disclosure of confidential information learned while inside the facility by a Provider's employee to unauthorized persons may constitute a crime. Such disclosure will be reason to deny that employee access to the facility and may be reason to terminate the Contract for cause.

Any person assigned on behalf of the Provider to enter the facility shall submit to and pass a LiveScan background check prior to commencing work in the facility. In order to pass, personnel must be of good character, free of criminal association, criminal convictions (minor violations may not disqualify, i.e.: common DUI), and free from recent drug use.

Rocklin Police station security requirements include an additional background investigation conducted by police staff as well as successful completion of CLETS security awareness testing prior to working inside of the police station. All staff and supervisors that will be working within the police station are required to pass these security requirements prior to entering the facility. Additional costs of the background investigation and CLETS testing to be determined by the Police department and City shall inform Provider in writing of such cost, which Provider agrees to promptly pay.

Cal Wel & Inst Code § 19404

Deering's California Codes are current through Chapter 10 of the 2022 Regular Session.

Deering's California Codes Annotated > WELFARE AND INSTITUTIONS CODE (§§ 1 — 25200) > Division 10 State Department of Rehabilitation (Pts. 1 — 2) > Part 2 Rehabilitation Services, Programs, and Facilities (Chs. 1 — 10) > Chapter 5 Rehabilitation Facilities (Arts. 1 — 2) > Article 1 General Provisions (§§ 19400 — 19404)

§ 19404. Public purchases from community rehabilitation programs

Any state agency, city or county, political subdivision, or district of this state may, without advertising or calling for bids, purchase materials and supplies manufactured and services provided by public or private nonprofit California corporations operating community rehabilitation programs serving persons with disabilities who have indicated an interest in supplying those goods and services and may, on an equitable basis apportion the business among the interested community rehabilitation programs, provided the goods or services meet the specifications and needs of the purchasing agency and are purchased at a fair market price, as determined by the appropriate state or local agency and provided that the public or private nonprofit California corporations comply with all of the following requirements:

(a)

(1) Contract work obtained under this section shall be performed by a labor force which is comprised primarily of persons with disabilities, as measured by the percentage of person-hours of direct labor devoted to the contract work.

(2) For purposes of this paragraph, "primarily" means 75 percent or greater.

(3) Agree to make those elections permitted of any nonprofit corporation under the federal Insurance Contributions Act and the California Unemployment Insurance Code in order to provide social security and unemployment and disability benefits for its employees commencing with its first contract or purchase order under this section and continuing thereafter. In the event that the nonprofit corporation ceases to provide those benefits, any existing contract or purchase order under this section with the corporation is terminated and no further contracts or purchase orders shall be awarded to that corporation for the period of two years after the corporation ceases to provide the benefits. For the purposes of this subdivision, a person with a disability shall be considered an employee when performing productive work.

(4) Provide in its articles of incorporation that at least two of the directors of its board of directors shall be comprised of persons with disabilities or the parents, guardians, or conservators of

individuals with disabilities. Directors who are also employees of the nonprofit corporation shall not participate in or be present at discussions of the board of directors concerned with labor-management contract negotiations.

(5) Provide for disabled employees of the nonprofit corporation benefits and other employer-employee agreements substantially equal to those benefits and agreements entered into between each nonprofit corporation and the representatives designated by a majority of the employees.

(6) Not commit any unfair labor practices as defined in Section 8(a) of the National Labor Relations Act.

(7) Abide by the provisions of the Federal Fair Labor Standards Act, the Walsh-Healy Public Contract Act, the Wagner O'Day Act, and the regulations of the State Division of Industrial Welfare.

(b) For purposes of this section a "person with a disability" means any person, other than a person who is blind, who is so severely incapacitated by any physical or mental disability that he or she cannot currently engage in normal competitive employment because of the disability.

History

Added Stats 1974 ch 1109 § 2. Amended Stats 1991 ch 694 § 22 (AB 1143), effective October 7, 1991; Stats 1993 ch 937 § 27 (AB 1602), effective October 8, 1993.

Annotations

Notes

Amendments:

Note—

Amendments:

1991 Amendment:

In addition to making technical changes, (1) amended the first paragraph by substituting (a) "rehabilitation facilities serving persons with disabilities" for "workshops serving the handicapped"; (b) "rehabilitation facilities" for "workshops" after "the interested"; and (c) "all of the following requirements" for "the following"; (2) substituted subds (a)(1) and (a)(2) for former subd (a) which read: "(a) Maintain a handicapped-to-ablebodied ratio equal to or in excess of 3:1 (75%–25%) of man-hours of direct labor at all times."; (3) redesignated former subds (b)–(f) to be

subds (a)(3)–(a)(7); (4) substituted "person with a disability" for "client" in the last sentence of subd (a)(3); (5) amended subd (a) (4) by substituting (a) "two" for "one-quarter"; (b) "persons with disabilities" for "handicapped persons"; and (c) "individuals with disabilities." for "mentally retarded or mentally disabled handicapped persons, including representatives of organizations of the handicapped whose membership is open to handicapped persons in the state and including at least one handicapped employee from each manufacturing center operated by the nonprofit corporation provided, however, that"; (6) substituted "disabled" for "handicapped" in subd (a)(5); (7) deleted "set forth in the memorandum of understanding" after "benefits and agreements" in subd (a)(5); (8) deleted the former second and third sentences of subd (a)(5) which read: "Nothing contained in this subdivision shall be construed to require such benefits and agreements to include the recognition of the Union of State Employees, Local 411 as contained in the memorandum of understanding of May 21, 1971, as amended June 16, 1971, or any other union to represent any of such employees. Such memorandum of understanding shall be on file and available from the Department of Rehabilitation."; (9) designated the former last paragraph to be subd (b); and (10) substituted "a 'disabled person' means" for "the word handicapped is defined to mean" and "he or she cannot currently engage" for "he cannot engage" in subd (b).

1993 Amendment:

Substituted (1) "community rehabilitation programs" for "rehabilitation facilities" wherever it appears in the introductory clause; and (2) " 'person with a disability' means any person, other than a person who is blind," for " 'disabled person' means any person (other than a blind person)" in subd (b).

Note—

Stats 1993 ch 937 provides:

> SECTION 1. It is the intent of the Legislature in enacting this act to bring California statutes into compliance with the federal Rehabilitation Act Amendments of 1992.

Opinion Notes

Attorney General's Opinions:

The Department of Developmental Services may not contract with a corporation employing disabled persons to provide janitorial services at state developmental centers without following an advertised, competitive bidding process. 82 Ops. Cal. Atty. Gen. 206.

Research References & Practice Aids

Cross References:

"Individual with a disability": W & I C § 19151.

"Community rehabilitation program": W & I C § 19152.

"Blind person": W & I C § 19153.

Legislative intent regarding rehabilitation services: W & I C § 19403.

Nonprofit corporations generally: Corp C §§ 5000 et seq.

Three competitive bids or proposals not required where contract awarded pursuant to this section: Pub Con C § 10340.

Federal Cross References

Federal Insurance Contributions Act: 26 USCS §§ 3101 et seq.

Federal Fair Labor Standards Act: 29 USCS §§ 201 et seq.

Unfair labor practice as defined in Section 8(a) of the National Labor Relations Act: 29 USCS § 158(a).

The Walsh-Healy Public Contracts Act: 41 USCS §§ 35 et seq.

The Wagner O'Day Act: 41 USCS §§ 46 et seq.

Treatises:

Cal. Legal Forms, (Matthew Bender) § 90A.22.

Hierarchy Notes:

Cal Wel & Inst Code Div. 10

Cal Wel & Inst Code Div. 10, Pt. 2, Ch. 5

Deering's California Codes Annotated
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ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Utility Construction Cooperation and Reimbursement Agreement

Date: August 12, 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 Approving a Construction Cooperation and Reimbursement Agreement with South Placer Municipal Utility District (SPMUD) for Sewer Improvements During the Bluffs Subdivision Road Reconstruction Phase I Project and Authorizing the City Manager to Execute an Agreement with South Placer Municipal Utility District.

Background:
On May 27, 2025, the City Council adopted Resolution No. 2025-103, awarding the Bluffs Subdivision Road Reconstruction Phase I project (Project No. 74200) to All Phase Construction, Inc. This project involves the removal and replacement of deteriorated asphalt pavement within the Bluffs Subdivision to improve roadway safety and functionality.

As part of the project scope, utility facilities owned by the South Placer Municipal Utility District (SPMUD) must be relocated to accommodate the roadway improvements. SPMUD has requested that the City include the utility relocation work as part of the overall construction contract. SPMUD will reimburse the City for the actual cost of this work.

The total estimated cost for the utility relocation is $119,784.78. On July 8, 2025, SPMUD approved a Reimbursement Agreement (Attachment 2) in an amount not to exceed One Hundred Nineteen Thousand, Seven Hundred Eighty-Four Dollars and Seventy-Eight Cents ($119,784.78).

Fiscal Impact:
There is no fiscal impact to the staff recommendation; all associated construction work will be reimbursed by SPMUD.

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

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT WITH SOUTH PLACER MUNICIPAL UTILITY DISTRICT (SPMUD) FOR SEWER IMPROVEMENTS DURING THE BLUFFS SUBDIVISION ROAD RECONSTRUCTION PHASE I PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SOUTH PLACER MUNICIPAL UTILITY DISTRICT

WHEREAS, South Placer Municipal Utility District (SPMUD) has requested that the City include the necessary work on the sewer infrastructure such as raising and installing manholes during the Bluffs Subdivision Road Reconstruction Phase I; and

WHEREAS, the estimated cost to perform the related work is $119,784.78; and

WHEREAS, there will be no fiscal impact to the City as all associated construction work will be reimbursed by SPMUD.

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

Section 1. The City Council Approves the Construction Cooperation and Reimbursement Agreement with SPMUD for sewer improvements during the construction of the Bluffs Subdivision Road Reconstruction Phase I Project estimated at $119,784.78.

Section 2. The City Manager is authorized to execute the Agreement with SPMUD in substantially the form attached hereto as Exhibit “A”.

Section 3. The City Manager is authorized to take any necessary fiscal actions, including budget and accounting transactions, to implement this reimbursement agreement in accordance with its terms and City policy.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

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CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT BETWEEN SOUTH PLACER MUNICIPAL UTILITY DISTRICT AND THE CITY OF ROCKLIN FOR THE CITY OF ROCKLIN'S BLUFFS PHASE I PAVEMENT REHABILITATION PROJECT

This agreement, by and between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT, hereinafter called "OWNER", and the CITY of ROCKLIN, a political subdivision of the State of California, herein called "LOCAL AGENCY", shall be effective on the later of the dates executed by both the OWNER and the LOCAL AGENCY.

RECITALS

WHEREAS, the LOCAL AGENCY proposes to rehabilitate failed portions of Cobblestone Drive, Parker Street, Cook Street, Milburn Street, Chatham Street, Sand Street, Summit Drive, Bluffs Court and Bluffs Drive, as part of the Bluffs Phase I Pavement Rehabilitation Project, in Rocklin, Placer County, California, hereinafter referred to as "Project," as shown on the approved improvement plans for the Project; and

WHEREAS, the LOCAL AGENCY and the OWNER agree that the project requires the relocation of the OWNER's facilities concurrently with the Project per the approved improvement plans; and WHEREAS, the Project will require the relocation of sewer facilities which will be described more fully in the plans to be prepared by the LOCAL AGENCY, and which are hereinafter referred to as the "Facilities"; and

WHEREAS, the LOCAL AGENCY intends to engage a qualified contractor and has agreed to bear all expense to relocate existing Facilities as required and shall be reimbursed for construction of such Facilities as described below; and

WHEREAS, the OWNER is willing to accept the Facilities in accordance with the provisions of this Agreement, the OWNER's Standard Specifications and Improvement Standards for Sanitary Sewers and the Technical Provisions.

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AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows:

1. The LOCAL AGENCY shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the OWNER work, meet the LOCAL AGENGY shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the OWNER work, meet the OWNER's and LOCAL AGENCY's minimum requirements for relocation of sewer facilities, including possessing and maintaining a California State Class A or C-34 Contractor's License. LOCAL AGENCY shall be the lead for the Project will manage the construction contract and be responsible for all payments to the contractor.
2. The LOCAL AGENCY and the OWNER shall mutually agree on a method to coordinate construction administration, construction engineering, construction surveying, shop drawing review, communications and meetings, traffic control, scheduling, inspection and testing of the work that pertain to construction of the OWNER Facilities.
3. OWNER reserves the right to raise the manholes instead of the contractor at its discretion.
4. During relocation of the OWNER Facilities, the OWNER shall determine whether relocation of the OWNER Facilities is satisfactorily performed in accordance with the construction contract and OWNER requirements and shall notify the LOCAL AGENCY in writing of approval and acceptance of the completed OWNER Facilities. OWNER shall coordinate with the LOCAL AGENCY to bring the completed OWNER Facilities into service. After OWNER acceptance of the completed OWNER Facilities, the OWNER shall own and be responsible for the operation and maintenance of the

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completed OWNER Facilities pursuant to any encroachment permits obtained from the LOCAL AGENCY at the time of construction of the Project. Such acceptance of the completed work shall not relieve the contractor of any liability or modify the contractor's guarantee.

5. The OWNER shall reimburse the LOCAL AGENCY for costs paid to the LOCAL AGENCY's contractor(s) to install the OWNER Facilities in accordance with the following procedure:

   a. The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within ninety (90) days after receipt of LOCAL AGENCY's bill; compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY's contractor is $119,784.78.

   b. Prior to the LOCAL AGENCYs issuance of the construction documents for the Project for bids, the OWNER and the LOCAL AGENCY shall agree on the construction line items to be included in the bid schedule for the OWNER Facilities. The LOCAL AGENCY shall require the contractor to submit with each monthly payment application an itemization indicating progress on these unit price line items. Upon payment to the Contractor for any of the OWNER Facilities line items, LOCAL AGENCY may submit an invoice to OWNER for reimbursement hereunder of the amounts paid. OWNER shall pay said invoice within thirty (30) days of receipt.

   c. The OWNER shall be responsible to reimburse LOCAL AGENCY for all payments to the contractor for approved change orders for extra work performed on the OWNER Facilities. LOCAL AGENCY will be responsible for all other Project-related change orders, delays, and extra work incurred by the contractor. The OWNER and LOCAL AGENCY will jointly work to negotiate change order requests and claims by the contractor to resolve any claims directly related to the OWNER Facilities in a timely manner, provided that neither the LOCAL AGENCY nor the OWNER shall agree to the resolution of any such change order request or claim without the other's approval.

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In the event agreement cannot be reached related to active ongoing work within one (1) working day of presentation of a request for change order, or claim, the LOCAL AGENCY shall have the right to direct the contractor to proceed on a force account basis.

6. The OWNER will not unnecessarily delay progress of work or hold up final contract acceptance of the project during the period of closeout. The OWNER shall bear no responsibility for contractor for LOCAL AGENCY caused delays on work other than those directly related to only the OWNER Facilities. The OWNER shall have no obligation under this Agreement to make any direct payment to the LOCAL AGENCY's contractor or to any subcontractor (of any tier) or material supplier or equipment supplier for materials, equipment or labor supplied on the Project.
7. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to Force Majeure when a party gives notice, in writing, with details of particulars to the other party as soon as possible. Force Majeure as used in this contract shall mean acts of nature, wars, insurrections, riots, epidemics, major landslides, earthquakes, fires, floods, and civil disturbances, which are not within the control for the party claiming suspension, which by the exercise of due diligence, such party may not have been able to avoid or overcome.
8. Except as otherwise provided in the section on indemnity below, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from construction of the OWNER Facilities only, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the OWNER's responsibility. In the event of disagreement concerning the responsibility of any claim resolution costs related to the affected items of work, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this agreement.

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INDEMNITY

OWNER agrees to save harmless and indemnify LOCAL AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence of OWNER in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against LOCAL AGENCY resulting from such negligence of OWNER, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of LOCAL AGENCY in its performance of the terms of this Agreement.

The LOCAL AGENCY agrees to save harmless and indemnify OWNER from any liability, claim or demand which may be made by any person resulting from the negligence of LOCAL AGENCY in the performance of its responsibilities under this Agreement, and further agrees, at its own costs and expense, to defend any action which may be brought against OWNER resulting from such negligence of LOCAL AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of OWNER in its performance of the terms of this Agreement.

INSURANCE

The LOCAL AGENCY's Contractor shall carry Automobile Liability insurance in the amount of at least $1,000,000, and Commercial General Liability in the amount of at least $1,000,000 per occurrence and $2,000,000 aggregate with a maximum $5,000 deductible, which insurance shall be primary and underlying to the OWNER's insurance and Commercial General Liability and shall specifically name the OWNER as an additional insured and certificate holder. Before work is commenced, the LOCAL AGENCY's Contractor shall furnish the OWNER with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that the LOCAL AGENCY's Contractor

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carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. The LOCAL AGENCY's Contractor's insurance shall be primary and any insurance or self-insurance maintained by the OWNER shall be excess and not contribute to it. The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the OWNER.

PERFORMANCE AND PAYMENT BONDS

All bonds shall be issued by California admitted surety insurers. The estimated cost of the Facilities is $119,784.78. Prior to construction of any of the Facilities and during all such construction, the LOCAL AGENCY or LOCAL AGENCY's Contractor shall provide a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form acceptable to the OWNER. The OWNER may formally waive the requirement for a performance bond if the LOCAL AGENCY's Contractor demonstrates that it has provided a comparable performance bond to the LOCAL AGENCY pursuant to Government Code Section 66499.1, which bond encompasses the installation of the Facilities and names the OWNER as co-obligee. The LOCAL AGENCY shall maintain the Performance Bond at all times during the life of this agreement and for a period one (1) year after the completion and acceptance of the Facilities by the OWNER.

In addition, prior to construction, the LOCAL AGENCY or LOCAL AGENCY's Contractor shall provide a Public Works Payment Bond with a penal sum of 100% of the estimated cost of the Facilities. The payment bond shall be in a form that is acceptable to the OWNER. The OWNER may waive the requirement for a payment bond if the LOCAL AGENCY's Contractor demonstrates that it has provided a comparable payment bond to the LOCAL AGENCY pursuant to Government Code Section 66499.2, which bond encompasses the installation of the Facilities. The LOCAL AGENCY shall maintain the Payment Bond at all times until the OWNER accepts the Facilities.

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WARRANTIES AND REPAIRS

The LOCAL AGENCY hereby agrees that the OWNER may enforce all warranties provided by LOCAL AGENCY's contractor with respect to OWNER's Facilities, and the LOCAL AGENCY shall require its contractor to provide a warranty against any defects in materials or workmanship in the installed OWNER Facilities for a period of one year following final acceptance of the Project. This Agreement shall cover defects which shall be in existence during such one-year period but which shall not become apparent until thereafter. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, the LOCAL AGENCY hereby stipulates and agrees that such guarantee shall inure to the benefit of the OWNER for such longer period.

This Agreement shall terminate after the OWNER Facilities have been completed and accepted by the OWNER and final payment has been made to the LOCAL AGENCY. However, such termination shall not relieve the contractor of any liability or modify contractor's guarantee or prohibit either the LOCAL AGENCY or the OWNER from enforcing any rights against or seeking damages from the contractor.

This Agreement shall not inure to the benefit of or create any rights in any third party not a signatory hereto.

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SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the later of the dates executed by both the OWNER and the LOCAL AGENCY below.

LOCAL AGENCY	(OWNER)
By: _____	By: Eric Nielsen
Aly Zimmermann	*Eric Nielsen*
City Manager, City of Rocklin (Local Agency)	General Manager (Owner)
Date: _____	Date: 7/8/2025

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 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 Rocklin 688, L.P.

Date: August 12, 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 Action:
Adopt a Resolution 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 Rocklin 688, L.P., and Certain Other Matters Relating Thereto.

Background:
California Municipal Financing Authority (CMFA)
State law provides the ability for cities and counties to join together under cooperative agreements to form joint powers authorities to issue tax-exempt and/or taxable debt obligations to fund projects that provide a municipal benefit and serve the needs of residents within the jurisdictions of the participating members. Federal law allows these obligations to be issued on a tax-exempt basis under certain circumstances. Cities and counties in California have the ability to act as issuers of conduit bonds and other obligations, but many jurisdictions utilize joint powers authorities such as CMFA, primarily for economies of scale and to access specialized transaction knowledge and resources.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA. The City of Rocklin became a member of CMFA on December 21, 2017 (Resolution No. 2017-278).

Rocklin 688, L.P (Borrower)
The Borrower will be Rocklin 688, L.P., a California limited partnership, or another entity created by USA Properties Fund, Inc. or an affiliate for the purpose of owning the project. On behalf of the Borrower, USA Properties Fund, Inc., (the “Sponsor”), has requested that CMFA undertake a proposed plan of finance that includes the issuance and reissuance from time to

time of one or more series of revenue bonds in an aggregate principal amount not to exceed $70,000,000 (the “Bonds”).

The Bonds are to finance and refinance the acquisition, construction, improvement and equipping of a 288-unit qualified multifamily residential rental facility for low-income households (the “Project”). The Project is to be owned and operated by the Borrower and located at 801 University Avenue within the City of Rocklin, California (the “City”). The Project was entitled by the City on August 24, 2021, known as "Terracina at Whitney Ranch" and construction was completed in 2024.

The financing for the Project involves the issuance of tax -exempt bonds and may be completed through CMFA if the City approves the financing. The purpose of this TEFRA hearing is to receive public comment and request approval of the financing, as required by the Internal Revenue Code of 1986, as amended. Bond Counsel in this transaction, Anzel Galvan LLP, has coordinated with the City Clerk to properly notice this public hearing and has assisted in the preparation of the resolution (Attachment 1) for approval.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

The issuance of the revenue bonds as tax-exempt will reduce financing costs and debt service costs for the Borrower. In order to satisfy the requirements for the bonds to be issued as tax-exempt, an applicable elected representative which is also a member of CMFA is required to conduct the TEFRA hearing and approve the issuance of the tax-exempt bonds in accordance with Section147(f) of the Code. The City Council of the City of Rocklin constitutes an applicable elected representative under Section 147(f) of the Code.

The City Council is being asked to adopt a resolution that would approve the issuance of tax-exempt and taxable revenue bonds by the CMFA, in one or more series, in a maximum aggregate principal amount of $70,000,000 (the “Bonds”) to finance and refinance the acquisition, construction, improvement and equipping of a 288-unit qualified multifamily residential rental facility project, to be owned and operated by the Borrower and located at 801 University Avenue within the City of Rocklin, California.

With respect to the issuance of the Bonds, outside of holding the TEFRA public hearing and adopting the required resolution, no other participation or activity of the City or the City Council will be required.

Environmental Analysis:
The approval of the Revenue Bonds to finance and refinance the Project is not subject to compliance with the California Environmental Quality Act (California Public Resources Code, Section 21100, et seq.).

Fiscal Impact:
The City has no responsibility for the tax-exempt status or the interest on the Revenue Bonds, the debt service on the Revenue Bonds or any other matter related to the Revenue Bonds.

ATTACHMENTS:
1. Resolution
2. TEFRA Hearing Public Notice

RESOLUTION NO. 2025-

RESOLUTION 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 ROCKLIN 688, L.P., AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, USA Properties Fund, Inc. (the "Sponsor"), on behalf of Rocklin 688, L.P., a California limited partnership, or another entity created by the Sponsor or an affiliate of the Sponsor for the purpose of owning the project described herein (such limited partnership or other entity being referred to herein as the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") undertake a proposed plan of finance that includes the issuance and reissuance from time to time of one or more series of revenue bonds in an aggregate principal amount not to exceed $70,000,000 (the "Bonds") to finance and refinance the acquisition, construction, improvement and equipping of a 288-unit multifamily rental housing facility for low-income households (the "Project"), to be owned and operated by the Borrower and located at 801 University Avenue within the City of Rocklin, California (the "City"); and

WHEREAS, an "applicable elected representative" of the jurisdiction in which the Project is to be located is required to approve the proposed plan of finance for the Project under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City Council of the City of Rocklin, California (the "City Council") is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the proposed plan of finance in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the proposed plan of finance for the Project;

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the proposed plan of finance for the Project that includes the issuance and reissuance from time to time of one or more series

of revenue bonds in an outstanding principal amount not to exceed $70,000,000. It is the purpose and intent of the City Council that this resolution constitutes approval of the proposed plan of finance for the Project for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing for the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, development or equipping of the Project; or (iii) make any contribution or advance any funds whatsoever to the Authority.

Section 5. The City Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall LLP
4 West Fourth Avenue, Suite 406
San Mateo, CA 94402

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CERTIFICATE OF THE CITY CLERK

I, Avinta Singh, City Clerk of the City of Rocklin, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of Rocklin duly and regularly held in Rocklin, California, on August 12, 2025, of which meeting all of the members of said Board had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the City of Rocklin hereto this 12th day of August, 2025.

_____

Avinta Singh, City Clerk

124310

NOTICE OF PUBLIC HEARING
CITY OF ROCKLIN

NOTICE IS HEREBY GIVEN that at 6:00 p.m., or as soon thereafter as the matter can be heard, on TUESDAY, AUGUST 12, 2025, at City of Rocklin City Council Chambers, 3970 Rocklin Road, Rocklin California 95677, the City Council of the City of Rocklin (the "City Council") will conduct a public hearing (the "Public Hearing") as required by Section 147(f) of the Internal Revenue Code of 1986 with respect to a proposed plan of finance that includes the issuance and reissuance from time to time, by the California Municipal Finance Authority (the "Authority"), of one or more series of revenue bonds in an outstanding principal amount not to exceed $70,000,000 (the "Bonds"), to finance and refinance the acquisition, development, construction and equipping of a 288-unit multifamily rental housing facility for low-income households located at 801 University Avenue in the City of Rocklin, California (the "City"). The facilities are to be owned and operated by Rocklin 688, L.P., a California limited partnership, or another entity created by USA Properties Fund, Inc., or an affiliate thereof (the "Borrower").

The Bonds and the obligation to pay principal thereof and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower. The Public Hearing is intended to comply with the public approval requirements of Section 147(f) of the Code.

Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed and refinanced may attend the public hearing or, prior to the hour of 5:00p.m. on Tuesday, August 12, 2025, submit written comments addressed to the City Clerk, 3970 Rocklin Road, Rocklin, California 95677, or by email to the City Clerk at CityClerk@rocklin.ca.us.

Court challenges to any public hearing items may be limited to only those issues which are raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at or prior to the public hearing. (Government Code Section 65009).

The location of the public meeting is fully accessible to mobility impaired individuals. In compliance with the Americans with Disabilities Act, the City of Rocklin encourages those with disabilities to participate fully in the public hearing process. If you have special needs, including, but not limited to, non-English speaking assistance, in order to allow you to attend or participate in this public hearing process, please contact our office at (916) 625-5560 well in advance of the public hearing or program you wish to attend so that we may make every reasonable effort to accommodate you.

At the time and place noted above, all persons interested in the above matters may appear and be heard.

Dated and published: July 18, 2025
PUBLISHED IN THE PLACER HERALD ON JULY 18, 2025

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Rocklin Municipal Code Kennel Ordinance Amendments / Zoning Ordinance Amendment, ZOA2025-0002
(Continued from June 24, 2025)

Date: August 12, 2025

Submitted By: Bennett Smithhart, Senior Planner
Arwen Wacht, Planning Manager
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Conduct a Public Hearing and Consider the Following Action:
Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending Rocklin Municipal Code Section 17.64.070 - Kennels. (Kennel Ordinance / ZOA2025-0002).

Background:
Staff and the Planning Commission recommend approval of an ordinance, which requires a two-meeting process. The ordinance will be introduced for a first reading on August 12, 2025, and then may be adopted by the City Council at the August 26, 2025, City Council meeting.

Proposal:
The proposal is an amendment of the Rocklin Municipal Code (RMC) to modify Section 17.64.070 – Kennels, allowing for Outdoor Dog Enclosures, subject to review and approval of a Conditional Use Permit (CUP).

Proponent:
The proposed Zoning Ordinance Amendment was initiated by the City of Rocklin.

Location:
The proposed Zoning Ordinance Amendment would apply to commercial and industrial zones within the City, excluding the Neighborhood Commercial (C-1) zone.

Continued from June 24, 2025 City Council Meeting:
This item was continued from the June 24, 2025 City Council meeting date to the August 12, 2025 City Council meeting date to allow for sufficient time for review and deliberation by the City Council.

Planning Commission Hearing: On May 20, 2025, the Planning Commission (Commission) reviewed the proposed amendment. Following staff's presentation, the Commission had questions and discussed the proposed development standards for outdoor dog enclosures and the public interest that led to the amendment. Following staff's responses to the Commission, the item was opened up for public comment and there were no speakers. The Commission then voted 5-0 to recommend approval to the City Council.

Background:
On October 24, 2017, the City of Rocklin adopted an amendment to the Rocklin Municipal Code (RMC) to regulate the operation of kennels within City limits (ZOA2017-0005). The amendment aligned Title 6 (Animals), with Title 17 (Zoning), by specifying that kennels are permitted only as allowed under zoning regulations. As part of this 2017 amendment, definitions for "kennels" and "veterinary clinics" in Title 17 were revised for clarity. Chapter 17.64, "Special and Prohibited Uses," was also updated to reaffirm that kennels used for the breeding and raising of animals for sale remain a prohibited use. In addition, Section 17.64.070, "Kennels." was introduced to outline where boarding kennels may be located, the permit process, and operational requirements applicable to all kennels. The ordinance amendment allowed boarding kennels to operate in all commercial and industrial zoning districts within the City, provided they obtain an Administrative Kennel Permit issued by the department director. Continued operation is subject to ongoing compliance with defined operational standards.

Staff has initiated a zoning ordinance amendment to revise the kennel ordinance, with the goal of updating operational standards, ensuring consistency with standard kennel practices, and aligning local regulations with best practices in the industry to foster more efficient and compliant kennel operations in Rocklin.

Summary of the Proposed Changes:
The RMC currently allows for kennel operations that are restricted to indoor spaces only, with these operations subject to approval through an administrative permit process. Staff has recognized that allowing for outdoor dog enclosures would provide local kennel operations with greater flexibility and enhance the quality of the stay at the kennel for the dogs, as they would be able to enjoy outdoor time. In response, the proposed kennel ordinance amendment would permit both indoor operations and those with indoor and outdoor enclosures, contingent upon the submission of specific requirements such as design plans, operational details, descriptions of surrounding businesses, and noise studies. The proposed kennel ordinance amendment would also change the approval process for all kennel types from requiring an Administrative Kennel Permit to requiring a Conditional Use Permit (CUP) approved by the Planning Commission. This shift ensures more enforceable operational standards and a comprehensive evaluation of zoning, safety, and community impact factors before a kennel may operate. The current RMC Section 17.64.070 "Kennels," with the proposed redline changes is included as Attachment 2.

Conclusion:
The approval of the proposed kennel ordinance amendment would allow for kennels with outdoor dog enclosures to be situated in specific commercial and industrial areas, subject to certain conditions and development standards, and approval of a CUP. These conditions would include the establishment of a buffer zone to minimize the impact on neighboring properties and locational criteria for proximity to roadways. Additionally, the ordinance would require the submission of a noise study to assess potential disturbances, as well as detailed

outdoor dog enclosure design plans that outline the layout and aesthetics of the outdoor enclosures. These measures are intended to ensure that the kennels are responsibly integrated into their surroundings, balancing the needs of the animals with the potential concerns of the local community.

Existing indoor-only kennels that were previously approved under an administrative permit are allowed to continue operating as legal non-conforming uses, provided they remain in compliance with all applicable regulations, zoning codes, and operational standards as set forth in the kennel ordinance. Any modifications, expansions, or changes to the use of such kennels shall be subject to review and approval in accordance with current zoning and land use regulations.

Recommendation:
The Planning Commission and staff recommend that the City Council Introduce, Waive the Full Reading and Read by Title Only, an Ordinance to amend Rocklin Municipal Code Section 17.64.070 - Kennels.

Environmental Analysis:
The proposed text amendments to Section 17.64.070 are exempt from the California Environmental Quality Act (CEQA) under Sections 15060(c)(2) and 15061(b)(3), as the activity is not expected to result in a direct physical change, nor is it reasonably foreseeable to cause an indirect physical change to the environment.

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

ATTACHMENTS:
1. Ordinance - Kennel Ordinance Amendments
2. Rocklin Municipal Code Section 17.64.070 (redlined)

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AMENDING ROCKLIN MUNICIPAL CODE SECTION 17.64.070 – KENNELS
(Kennel Ordinance / ZOA2025-0002)

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

A. Purpose. The purpose of this Ordinance is to amend Section 17.64.070 of Title 17 of the Rocklin Municipal Code (RMC) to clarify regulations governing the operation of kennels within the City of Rocklin. This Ordinance is intended to further assist in protecting public health, safety, and welfare, promote responsible kennel management, and ensure appropriate conditions for the animals housed within these facilities. These kennel regulation amendments have been further designed to ensure compatibility with surrounding development and adjacent tenants. Staff has received concerns regarding the placement of kennel operations, particularly near office-type uses, as dog vocalizations, while not exceeding applicable noise standards, may still be audible and impact neighboring tenants. Rocklin's zoning code currently lacks a mechanism to regulate the compatibility of kennels with various individual business operations, such as offices, that may be quieter than other offices within the land use zone district. To address this, the ordinance amendment requires applicants to submit adjacent tenant floor plans and business descriptions for review as part of the Conditional Use Permit review process, allowing for case-by-case evaluation.

B. The proposed amendments to the RMC are consistent with and implement the policies of the City of Rocklin's General Plan.

C. The proposed amendments to the RMC are not likely to create serious health problems or create nuisances on or near affected properties.

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

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The findings and recitals set forth above are true and correct.

Section 2. Amendment to Code. The Rocklin Municipal Code Section 17.64.070 "Kennels" is hereby amended to read as follows:

Chapter 17.64 - SPECIAL AND PROHIBITED USES

17.64.070 – Kennels

A. Kennels, for boarding of animals for commercial or noncommercial purposes, except those prohibited by Section 17.64.030.A, are permitted in the following zone districts subject to issuance of a conditional use permit and compliance with the criteria set forth in Sections 17.64.070.B and C below:

1. C-2: retail business zone;
2. C-3: general and service commercial zone;
3. C-4: limited general retail and service commercial zone;
4. C-H: highway commercial zone;
5. M-1: manufacturing zone;
6. M-2: heavy industrial zone;
7. Planned development zone districts equivalent to the above.

B. Application Submittal. Applications for a Conditional Use Permit for a Kennel shall include the items specified in Section 17.70.030 – Application, and shall also include, but not be limited to the following:

1. Design plans for any exterior modifications related to the Outdoor Dog Enclosure, such as walls, fencing, lighting, hardscape, and plantings;
2. A written statement of compatibility, including all relevant details of the proposed use, such as abutting business operations (if located in a multi-tenant building or adjacent to other surrounding uses), type of use, operating hours, number of employees, parking, traffic impacts, and other pertinent information;
3. When proposed within an existing multi-tenant building, the applicant shall provide a floor plan of their entire tenant space, as well as all adjacent tenant space; and
4. If any component of the Kennel is proposed to be outdoors, a noise study (prepared by a qualified noise professional) is required to demonstrate compliance with the noise standards of the General Plan Noise Element.

C. All kennels shall comply with the following criteria:

1. The kennel use facility, premises, and surrounding area shall be regularly cleaned and maintenance shall be conducted in accordance with applicable health and sanitation standards.
2. All animals housed in the facility shall be cared for in accordance with Chapter 11 (Pet Boarding Facilities) of the California Health and Safety Code (Sections 122380-122388).
3. The building or tenant space in which the kennel is located shall be improved and maintained such that animals housed there do not cause regular annoyance and disturbance to persons in the surrounding area,

including but not limited to noise, odor, waste disposal, etc. A medical-grade filtration system shall be installed to prevent the spread of noxious odors.

4. The kennel use shall be conducted entirely within a building with no outside activities or storage, except:
   (a) When a noise study is submitted and approved with the project application demonstrating compliance with applicable noise regulations;
   (b) When the hours for any outdoor kennel operations are restricted to between the hours of 8:00 AM to 8:00 PM;
   (c) When located more than 200 feet from the boundary of any residentially zoned parcel;
   (d) When located on parcels that directly abut a State Highway, Interstate Highway, or Arterial Road, as designated in the General Plan Circulation Element, and the noise from the roadway facilities is the predominant noise source at the kennel location; and
   (e) When a sign is installed and maintained at the edge of the public right-of-way that clearly displays the name and telephone number of a designated business representative responsible for addressing noise or odor complaints.
5. The operations of the kennel shall comply with all applicable regulations and requirements of county and state agencies. All health and safety permits shall be posted in a public location.

Section 3. Environmental. The proposed amendments to the Rocklin Municipal Code will not result in a direct or reasonably foreseeable indirect physical change to the environment under CEQA, and are therefore exempt under sections 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines.

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

Section 5. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 6. Publication. Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the

City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on August 12, 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 _____, 20__, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 08.12.2025
Second Reading:
Effective Date:

ATTACHMENT 1

Proposed revisions to Rocklin Municipal Code (RMC) Section 17.64.070. Deletions to this section appear in ~~red strike through~~ and additions to this section are in blue underline.

Chapter 17.64 - SPECIAL AND PROHIBITED USES

17.64.070 – Kennels

A. Kennels, for boarding of animals for commercial or noncommercial purposes, except as specified in Section 17.64.030.A, are permitted in the following zone districts subject to issuance of a~~n administrative permit~~ conditional use permit ~~by the economic and community development director~~ and compliance with the criteria set forth in Section~~s~~ 17.64.070.B and C below:

~~1. C-1: neighborhood commercial zone;~~

~~2.~~1. C-2: retail business zone;

~~3.~~2. C-3: general and service commercial zone;

~~4.~~3. C-4: limited general retail and service commercial zone;

~~5.~~4. C-H: highway commercial zone;

~~6.~~5. M-1: manufacturing zone;

~~7.~~6. M-2: heavy industrial zone;

~~8.~~7. Planned development zone districts equivalent to the above.

~~B. Permit Approval/Modification/Revocation.~~

~~1. Consistent with the provisions of this chapter, the economic and community development director shall issue an administrative permit to operate a kennel if, in the opinion of the economic and community development director, the premises on which the kennel will be located has been improved and is of sufficient size to accommodate the number of animals which the owner of such kennel anticipates will be on the premises, without causing any disturbance or annoyance to persons in the surrounding area subject to ongoing compliance with the criteria set forth in this chapter and any special conditions of approval deemed necessary by the economic and community development director.~~

~~2. A permit to operate a kennel may be modified or revoked by the economic and community development director when he/she determines any of the following:~~

~~(a) That the animals in the kennel are causing continual annoyance and disturbance to persons in the surrounding area;~~

~~(b) That the animals within the kennel are not being given proper care;~~

~~(c) That circumstances have changed since the issuance of the kennel license, and in view of such circumstances, the premises are no longer suitable for the operation of a kennel.~~

~~3. Any person whose license to operate a kennel is denied, modified or revoked by the economic and community development director may appeal such determination, in accordance with the procedures specified in Chapter 17.86 of this title.~~

~~C. All kennels shall comply with the following criteria:~~

~~1. The premises and surroundings are maintained in a clean and sanitary state;~~

~~2. All animals housed in the facility are kept in good health, well fed, watered, and receive adequate care and exercise;~~

~~3. The building or tenant space in which the kennel is located shall be improved and maintained such that animals housed therein do not cause regular annoyance and disturbance to persons in the surrounding area, including but not limited to noise, odor, waste disposal, etc.;~~

~~4. The use shall be conducted entirely within a building with no outside activities or storage;~~

~~5. The facility shall comply with all applicable regulations and requirements of county and state agencies;~~

~~6. The economic and community development director may place such conditions on the permit as may be necessary to protecting the public health, safety and welfare.~~

B. Application Submittal. Applications for a Conditional Use Permit for a Kennel shall include the items specified in Section 17.70.030 – Application, and shall also include, but not be limited to the following:

1. Design plans for any exterior modifications related to the Outdoor Dog Enclosure, such as walls, fencing, lighting, hardscape, and plantings; and

2. A written statement of compatibility, including all relevant details of the proposed use, such as abutting business operations (if located in a multi-tenant building or adjacent to other surrounding uses), type of use, operating hours, number of employees, parking, traffic impacts, and other pertinent information; and

3. When proposed within an existing multi-tenant building, the applicant shall provide a floor plan of their entire tenant space, as well as all adjacent tenant space; and

4. If any component of the Kennel is proposed to be outdoors, a noise study (prepared by a qualified noise professional) is required to demonstrate compliance with the noise standards of the General Plan Noise Element.

C. All kennels shall comply with the following criteria:

1. The kennel use facility, premises, and surrounding area shall be regularly cleaned and maintenance shall be conducted in accordance with applicable health and sanitation standards;
2. All animals housed in the facility shall be cared for in accordance with Chapter 11 (Pet Boarding Facilities) of the California Health and Safety Code (Sections 122380-122388).
3. The building or tenant space in which the kennel is located shall be improved and maintained such that animals housed there do not cause regular annoyance and disturbance to persons in the surrounding area, including but not limited to noise, odor, waste disposal, etc. A medical-grade filtration system shall be installed to prevent the spread of noxious odors;
4. The kennel use shall be conducted entirely within a building with no outside activities or storage, except:
    (a) When a noise study is submitted and approved with the project application demonstrating compliance with applicable noise regulations; and
    (b) When the hours for any outdoor kennel operations are restricted to between the hours of 8:00 AM to 8:00 PM; and
    (c) When located more than 200 feet from the boundary of any residentially zoned parcel; and
    (d) When located on parcels that directly abut a State Highway, Interstate Highway, or Arterial Road, as designated in the General Plan Circulation Element and the noise from the roadway facilities is the predominant noise source at the kennel location; and
    (e) When a sign is installed and maintained at the edge of the public right-of-way that clearly displays the name and telephone number of a designated business representative responsible for addressing noise or odor complaints.
5. The operations of the kennel shall comply with all applicable regulations and requirements of county and state agencies. All health and safety permits shall be posted in a public location.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Walk Residential / Environmental, ENV2025-0007; General Development Plan, PDG2024-0002; Design Review, DR2024-0005; Tentative Subdivision Map, SD2024-0001; Tree Preservation Permit, TRE2024-001

Date: August 12, 2025

Submitted By: Arwen Wacht, Planning Manager
David Mohlenbrok, Community Development Director

Department: Community Development

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

A. Adopt a Resolution of the City Council of the City of Rocklin Approving an Addendum to the 2015 Sunset Hills Townhomes Initial Study/Mitigated Negative Declaration (IS/MND) and to the 2016 South Whitney Mixed-Use Townhomes and Medical Center Initial Study/Mitigated Negative Declaration (IS/MND) (Whitney Walk Residential / ENV2025-0007);
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (Whitney Walk Residential / DR2024-0005);
C. Adopt a Resolution of the City Council of the City of Rocklin Approving a Tentative Map and an Oak Tree Preservation Permit (Whitney Walk Residential / SD2024-0001 and TRE2024-0001);
D. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing Ordinance No. 1036 (Sunset Hills Townhomes General Development Plan) and Ordinance No. 1052 (South Whitney Mixed Use General Development Plan), and Adopting the Whitney Walk General Development Plan (Whitney Walk Residential / PDG2024-0002).

Background:
The staff report is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:
1. Staff Report - Whitney Walk Residential
2. SR Attachment 1 - Comment Letter Dated June 17 2025
3. SR Attachment 2 - Kimley-Horn Response Memo Dated August 5, 2025
4. Resolution A - CEQA Addendum - Whitney Walk
5. Resolution A Exhibit A - CEQA Initial Study/Addendum
6. Resolution B - Design Review - Whitney Walk

7. Resolution B Exhibit A
8. Resolution C - Tentative Map and Oak Tree Preservation Plan Permit Whitney Walk
9. Resolution C Exhibit A
10. Ordinance - General Development Plan Whitney Walk
11. Ordinance Exhibit A
12. Ordinance Exhibit B

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: **Whitney Walk Residential**
Environmental / ENV2025-0007
General Development Plan / PDG2024-0002
Design Review / DR2024-0005
Tentative Subdivision Map / SD2024-0001
Tree Preservation Permit / TRE2024-0001

Date: August 12, 2025

Submitted By: Arwen Wacht, Planning Manager
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
As the entitlement request includes a legislative action which requires approval of an ordinance, a two-meeting process is required.

The Planning Commission and staff recommend City Council approval of the following:

August 12, 2025 – First reading of ordinance and final action on resolutions:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving an Addendum to the 2015 Sunset Hills Townhomes Initial Study/Mitigated Negative Declaration (IS/MND) and to the 2016 South Whitney Mixed-Use Townhomes and Medical Center Initial Study/Mitigated Negative Declaration (IS/MND) (Whitney Walk Residential / ENV2025-0007);

B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (Whitney Walk Residential / DR2024-0005);

C. Adopt a Resolution of the City Council of the City of Rocklin Approving a Tentative Map and an Oak Tree Preservation Permit (Whitney Walk Residential / SD2024-0001 and TRE2024-0001); and

D. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing Ordinance No. 1036 (Sunset Hills Townhomes General Development Plan) and Ordinance No. 1052 (South Whitney Mixed Use General Development Plan), and Adopting the Whitney Walk General Development Plan (Whitney Walk Residential / PDG2024-0002).

August 26, 2025 – Final action for ordinance:

Adopt an Ordinance of the City Council of the City of Rocklin Repealing Ordinance No. 1036 (Sunset Hills Townhomes General Development Plan) and Ordinance No. 1052 (South Whitney Mixed Use General Development Plan), and Adopting the Whitney Walk General Development Plan (Whitney Walk Residential / PDG2024-0002).

Note: The validity of the resolutions approving the Design Review, and the Tentative Map and Oak Tree Preservation Permit is contingent upon the City Council's second reading and adoption of the concurrent General Development Plan (PDG2024-0002) ordinance at the August 26, 2025, City Council Meeting.

Proposal/Application Request:
The applicant is seeking approval of an Addendum (ENV2025-0007) to two previously adopted Initial Studies/Mitigated Negative Declarations (2015 Sunset Hills Townhomes IS/MND & 2016 South Whitney Mixed Use Townhomes and Medical Center IS/MND), to repeal two General Development Plans and adopt a new General Development Plan for the project site (PDG2024-0002), a Design Review (DR2024-0005), and a Subdivision Map (SD2024-0001) and Oak Tree Preservation Permit (TRE2024-0001) to develop three parcels with 170 single-family residences on 12.85± acres.

Project Location:
The proposed Whitney Walk Residential project site is located south of Sunset Boulevard, on the east and west sides of South Whitney Boulevard. The proposed project site consists of 12.85± acres across three parcels: APNs 016-210-011 (Parcel 1, 6.6± acres), 016-240-044 (Parcel 2, 4.6± acres), and a portion of 016-240-039 (Parcel 3, 1.7± acres). The proposed project would be constructed on land that is currently vacant. **Figure 1** illustrates the project location, the three parcels, and aerial image.

Figure 1. Project Location



Table 1. Site and Project Information

General Plan Designation:	High Density Residential (HDR) Recreation/Conservation (R-C)
Design Review District:	Citywide Design Review
General Development Plan Area:	Sunset Hills Townhomes (W of S. Whitney Blvd.) South Whitney Mixed Use (E of S. Whitney Blvd.)
Zoning:	Planned Development-Residential (PD-R) Open Area (OA)
Existing Use of Site:	Undeveloped
Total Parcel Area:	14.04± acres (only 12.85± acres included in this proposal)
Proposed Density:	16.34± dwelling units per acre

Summary of Planning Commission Hearing and Action:
On June 17, 2025, the Planning Commission (Commission) reviewed the proposed project. Staff presented the project details along with a Blue Memo which included public comments provided that day by a resident outlining his concerns regarding traffic and neighborhood compatibility. This comment letter is included as **Attachment 1**. The applicant subsequently provided a written response from their traffic engineer to address the concerns raised by the Blue Memo comment letter, which is included as **Attachment 2.** The Commission had several questions for staff and the applicant specific to: parking; the difference between what has been previously approved versus what is currently being proposed; affordable housing, street parking, and traffic; Level of Service; access points; and gated communities.

The Commission opened the public hearing, and three members of the public spoke in opposition to the proposal specific to: traffic; housing product proposed is not consistent with the surrounding area; proposal is too dense for the area and this property; additional cars driving too fast on Pinnacles Drive; and parking issues in the neighborhood with this development. After closing the public hearing, the Commission deliberated and then expressed support for the proposal. The Commission voted 4-0-1 (one recusal), to recommend approval of the project as conditioned.

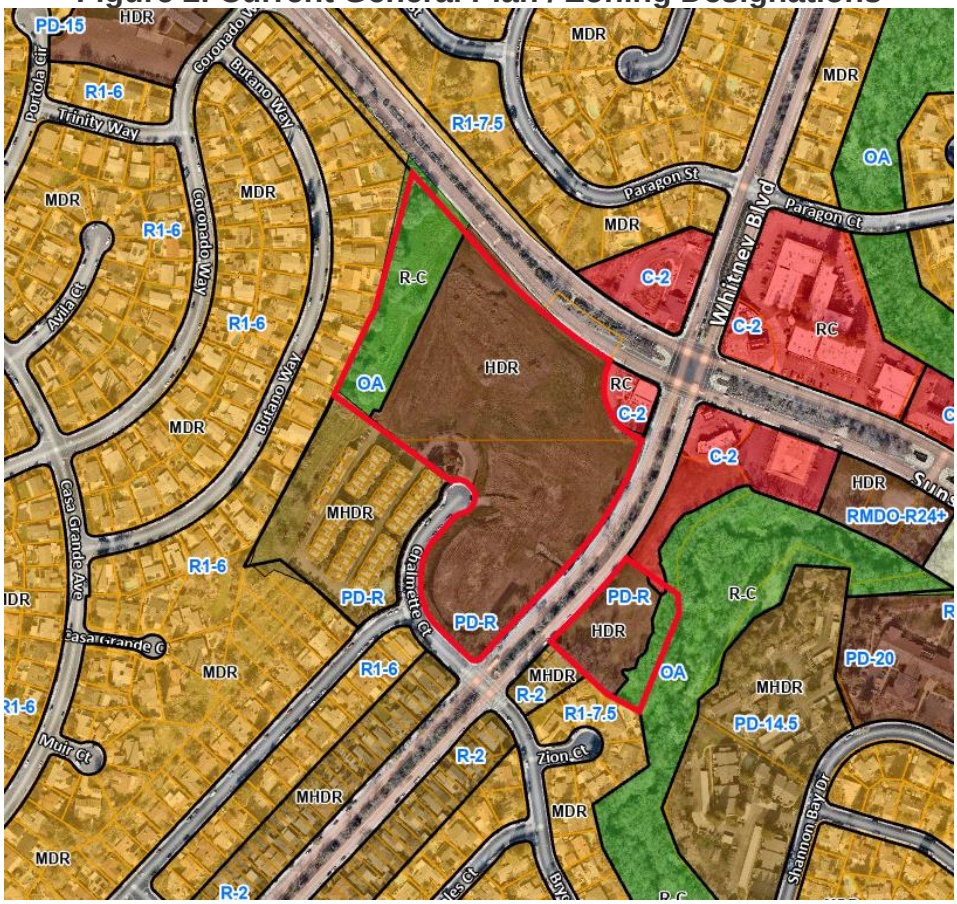
Following the Planning Commission hearing, the applicant made staff aware that one of the conditions of approval [Fire – Condition 4(b)] regarding no parking along South Whitney Boulevard was not consistent with the existing neighborhood and requested that City Fire and Engineering reconsider the condition. Following review of the condition and the site, both City Fire and Engineering have agreed to the deletion of Condition 4(b) of the Design Review resolution.

Site Background and Characteristics:
Parcels 1 and 2 of the proposal are located south of Sunset Boulevard and west of South Whitney Boulevard, while Parcel 3 is located across South Whitney Boulevard to the east. The zoning designation for the all three parcels within the project area is Planned Development – Residential (PD-R) and Open Area (OA) and the General Plan land use designation is High Density Residential (HDR) and Recreation/Conservation (R-C). The project area is vacant and located within an area developed primarily with residential and retail commercial uses. **Table 2** and **Figure 2** illustrate the existing uses in more detail.

Table 2. Surrounding Uses

	Current Use	Zoning	General Plan
Project Site	Vacant	Planned Development-Residential (PD-R), Open Area (OA)	High Density Residential (HDR), Recreation/Conservation (R-C)
North	Single-Family Residential & Commercial	Residential Single Family 7,500 SF Minimum Lots (R1-7.5), Retail Business (C-2)	Medium Density Residential (MDR), Retail Commercial (RC)
South	Townhomes / Single-Family Residential	Planned Development-Residential (PD-R), Residential Single Family 6,000 SF Minimum Lots (R1-6), Duplex/Triplex (R-2)	Medium Density Residential (MDR)
East	Retail Commercial	Retail Business (C-2)	Retail Commercial (RC)
West	Single-Family Residential / Townhomes	Planned Development-Commercial (PD-C)	Medium Density Residential (MDR)

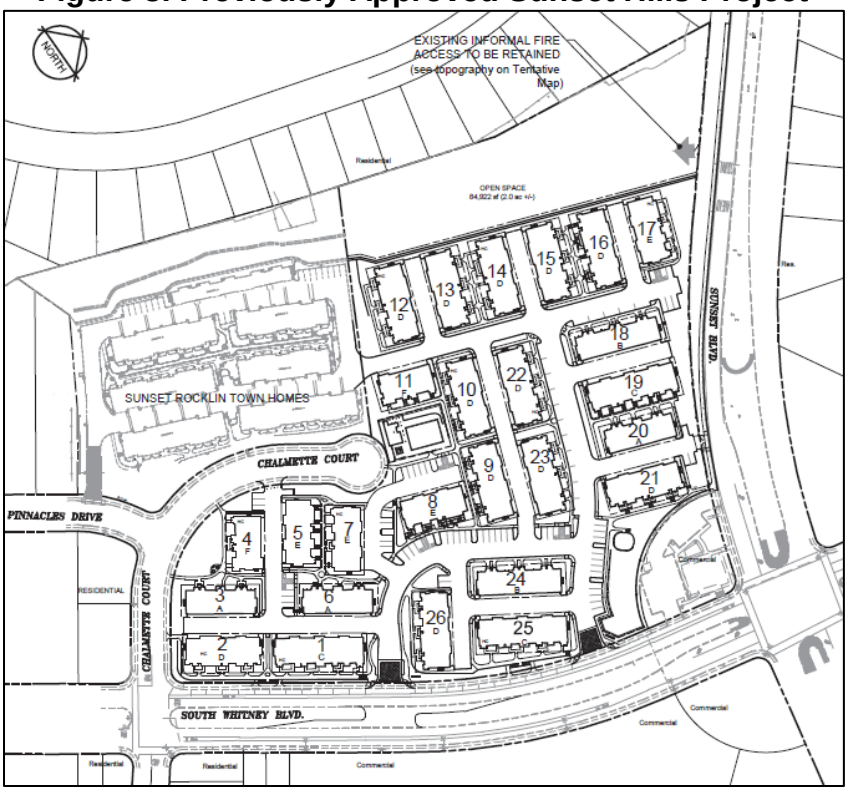
Figure 2. Current General Plan / Zoning Designations



Two general development plans (GDP) exist on the three project parcels: The Sunset Hills GDP and the South Whitney Mixed Use GDP. Together, both GDPs proposed 168 residential

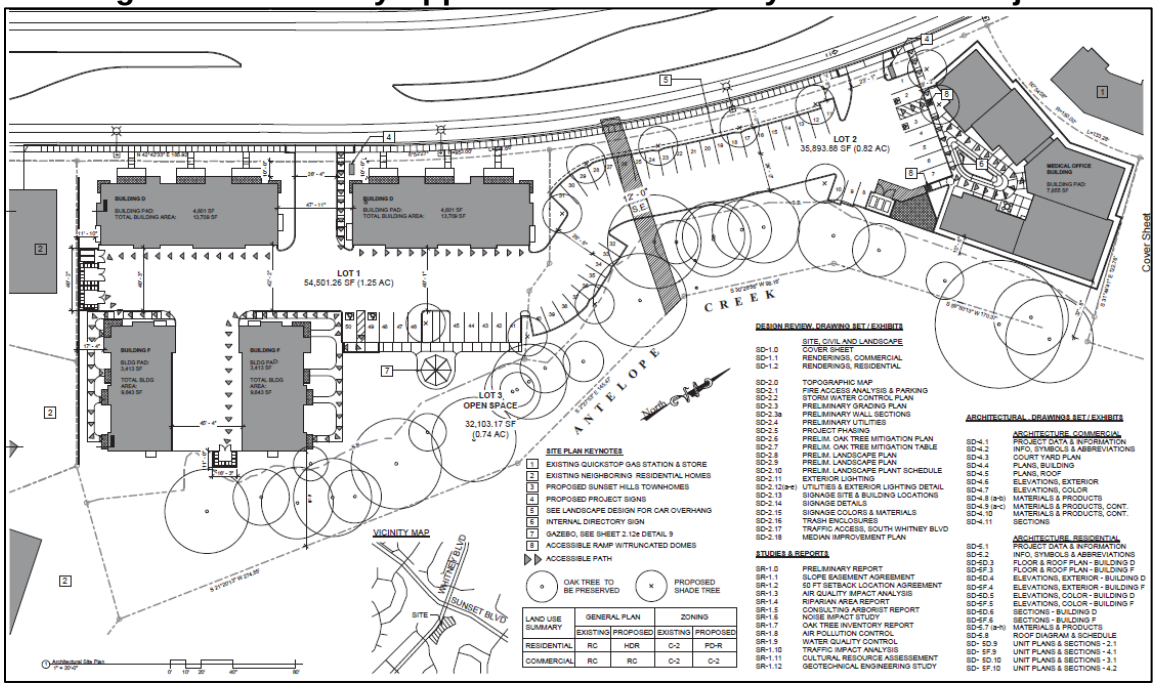
units and 7,981-square feet of medical office space. The Sunset Hills development, approved June 9, 2015, proposed the development of 26 building lots on an 11.2-acre site containing 148 condominium units and two common area lots (**Figure 3).**

Figure 3. Previously Approved Sunset Hills Project



The South Whitney Mixed Use Project, approved June 28, 2016, proposed the construction and operation of a mixed-use development on a 2.8-acre site consisting of four residential buildings with a total of 20 units, and a 7,891-square foot medical office building (**Figure 4**).

Figure 4. Previously Approved South Whitney Mixed-Use Project



The applicant is now proposing a 170-unit single-family residential development including 110 attached single-family units and 60 detached single-family units on ±10.4 acres of developable area across the three project parcels (approximately 1.9 acres of the combined westerly sites and approximately 0.4 acres of the easterly site will be private open space). See **Figure 5** for the project's proposed site plan.

Figure 5. Proposed Site Plan



Ingress/egress to the proposed site is by private Street "A" and Alleys "8" and "9" from South Whitney Boulevard, and by private Street "B" and Alleys "1" and "2" from Chalmette Court. Garage parking available with each unit is accessed via the privately maintained alleys. Pedestrian circulation is accommodated by privately maintained paseos and sidewalks within the development, by existing sidewalks along South Whitney Boulevard and Chalmette Court, and by proposed improvements along the site's Sunset Boulevard frontage.

Proposed amenities on the site include turf areas, picnic and game areas, a dog park, and a small playground. Street, landscape, alley, common area, and paseo ownership and maintenance will be managed by the development's Homeowner's Association.

General Plan Compliance:

The majority of the westerly sites (Parcels 1 & 2) and the majority of the portion of the easterly parcel (Parcel 3) included in the project have a General Plan land use designation of High Density Residential (HDR). The remainder of the parcels within the project area have a General Plan land use designation of Recreation/Conservation (R-C), which will not be included in the developed area and will be set aside as private open space for this development. **Figure 6** illustrates the General Plan land use designation of the project parcels.

Figure 6. General Plan Land Use Designation



The purpose of the HDR designation is to provide "areas for multi-family homes, conveniently near commercial and public facilities, arterial and collector streets and other intensive uses," with a minimum density of 15.5 or more dwelling units per acre required.

Although not traditional multi-family homes, the project proposes a total of 170 attached and detached dwelling units over 10.4 acres of developable land, which yields 16± dwelling units per acre. The project site is located adjacent to neighborhood commercial, near other Central Rocklin commercial, civic areas, and schools, and on Sunset Boulevard, the city's only arterial north-south thoroughfare. South Whitney Boulevard is also a main east-west collector in the south area of the city. The proposed project is consistent with the intent and required density of the HDR General Plan land use designation. It should be noted that, although the project meets the intent of the HDR land use designation, the current General Development Plan does not permit single-family homes, which is the catalyst for the proposed Whitney Walk General Development Plan.

Senate Bill 166 (No Net Loss)

Senate Bill 166 (SB 166), now codified as Government Code Section 65863 (No Net Loss Law), was adopted to ensure that development opportunities remain available throughout the eight (8) year Housing Element planning period to accommodate a jurisdiction's Regional Housing Needs Allocation (RHNA), especially for lower- and moderate-income households. When the 2021-2029 Housing Element was adopted, the City had a minimum surplus in its Available Sites Inventory to accommodate the Lower Income Category RHNA. Staff continually monitors the status of the inventory compared to the remaining RHNA as affordable units are built and projects come forward on sites listed in the current inventory. It has been determined that there will be a shortfall within the Moderate Category when entitlements for the Whitney Walk Residential project are approved. The City cannot deny a project because it involves a shortfall and the City cannot require a developer to provide a replacement site if they are not requesting a General Plan Amendment and Rezone that

would create the shortfall. The City is currently in the process of identifying another site(s) as a replacement for the shortfall and/or redesignating and rezoning another site(s) (not already listed on the inventory) to make up for the shortfall within 180 days of taking final action on the development project, as required by SB 166.

Zoning Compliance:
The zoning of Planned Development Residential (PD-R) and Open Area (OA) for the project parcels corresponds with the assigned General Plan land use designations of High Density Residential (HDR) and Recreation/Conservation (R-C). The original intent of the Sunset Hills GDP was to develop parcels 1 and 2 with townhomes (multi-family residential) and it does not list single-family residential as a permitted use. Similarly, the intent of the South Whitney Mixed-Use GDP was to allow multi-family residential uses, but it does not explicitly permit single-family residential. Currently, the proposed project is not consistent with the base zoning; however, with the establishment of the proposed Whitney Walk General Development Plan, single-family homes will be permitted on the project site and would allow deviations from the development standards listed in the existing GDPs to accommodate the proposed high-density single-family development. Because single-family residential is not a permitted use in the current GDP area, development standards must also be established for that use. The following is a summary of the development standards proposed for the Whitney Walk GDP:

Table 3. Proposed Development Standards for the Whitney Walk GDP

Development Standard	Detached Single-Family	Attached Single-Family
Minimum Lot Area	1,885 square feet	1,027 square feet
Minimum Lot Width	29 feet	18.5 feet
Principal Structure Building Setbacks		
Front:	10 feet	8 feet
Side:	0 feet / 3.5 feet	0 feet / 3.5 feet
Rear:	3 feet	3 feet
Maximum Lot Coverage	70 percent	75 percent
Maximum Building Height		
Principal:	35 feet	40 feet
Principal w/ Use Permit:	50 feet	50 feet
Accessory:	20 feet	20 feet

In addition to the development standards discussed above, the Whitney Walk GDP will include parking standards specific to the development. Chapter 17.66 *Off-Street Parking* requires any single-family development to "provide a minimum of two paved parking spaces per dwelling unit, which shall be located within the buildable portion of the lot, excluding all required front, side and rear yard setbacks", which could be accomplished by either of the following:

a) A two-car garage at least four hundred square feet in area shall be provided. The two-car garage shall be at least twenty feet in width and twenty feet in length. A driveway pad at least twenty feet in length immediately contiguous to the front of the garage opening shall also be provided.

b) As an alternative to subdivision 1 of this subsection, a one-car garage at least two hundred forty feet in area and a carport or uncovered parking space may be provided. The one-car garage shall be at least twelve feet in width and twenty feet in length. The carport or uncovered parking space shall be paved and at least ten feet in width and twenty feet in length. Both the garage and the carport or parking space shall be located

within the buildable portion of the lot, excluding all required front, side and rear setbacks. A driveway pad the width of the garage door and carport opening and immediately contiguous to the garage door and carport shall be provided. The driveway shall be at least twenty feet in length.

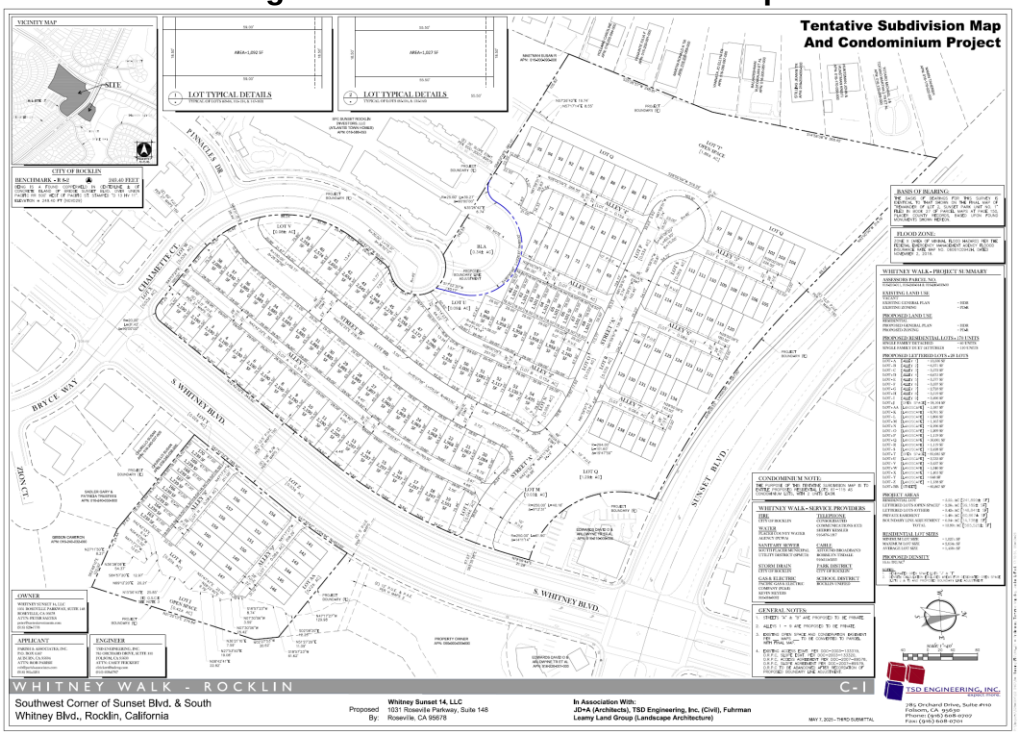
The Whitney Walk GDP is consistent with requirements for the two-car garages but due to the development's density and layout, they are unable to provide a standard twenty-foot driveway for each garage and are proposing to exclude the requirement for garage driveways. The GDP text referring to the parking requirements is as follows:

PARKING STANDARDS
Single-family dwellings and duets on individual lots shall provide a minimum of two paved parking spaces per dwelling unit, which shall be located within a two-car garage of at least four hundred square feet in area.

Currently, the project site is within two separate GDPs. To address this, the applicant has proposed the repeal of the Sunset Hills Townhomes GDP and the South Whitney Mixed-Use GDP. Additionally, a new Whitney Walk GDP is proposed to encompass the project site and assign project-specific development standards to the proposed development.

Tentative Subdivision Map:
Subdivision Design
The proposed Tentative Subdivision Map would subdivide the three project parcels (totaling ±12.85 acres) into a total of 198 lots. One hundred and seventy (170) single-family residential, two (2) open space, nine (9) alley, one (1) private street, and sixteen (16) landscape lots would be created with approval of their proposed tentative map. **Figure 7** illustrates the proposed subdivision. The proposed residential lots range in size from 1,027 square feet to 2,654 square feet, with an average lot size of 1,458 square feet. The proposed Whitney Walk GDP corresponds to these values.

Figure 7. Tentative Subdivision Map



The 170 single-family lots proposed are significantly smaller than traditional single-family lots in the City. Typical lot sizes range from a minimum of approximately 3,000 square feet to a maximum of three acres for single-family homes. Generally, these lot sizes comply with development standards within the Rocklin Municipal Code (RMC) related to the base zone, however, Chapter 17.60 *PD Zone* allows flexibility with those standards (discussed above) through an established Planned Development, upon City Council approval.

The proposed project features two dedicated open space parcels equaling approximately 2.3 acres. Lot "J" (18,104 square feet) is located within the easterly area of the project while Lot "T" (81,085 square feet) is located in the westerly area. The total square footage of the open space has been deducted from the total developable acreage for purposes of calculating density.

Circulation
Internal circulation within the proposed subdivision is accomplished with two private streets and seven private alleys in the westerly portion, and by two private alleys in the easterly portion, all of which have been conditioned to be privately owned and maintained by the development's Home Owner's Association.

Street "A" will allow "right in" ingress from and "right out" egress onto South Whitney Boulevard while Street "B" allows access from Chalmette Court. Each alley provides access to private garages; alleys "1", "2", and "3" (westerly portion of development) provide access to Chalmette Court, and alleys "8" and "9" (easterly portion of the development) provide access to and from South Whitney Boulevard. Additionally, sidewalks are proposed on all streets, as well as within the proposed paseos separating the rows of the attached single-family units to accommodate pedestrian circulation throughout the development.

Design Review
Pursuant to the RMC, Design Reviews are discretionary entitlements that provide an opportunity for the City and outside agencies to analyze proposed development, determine if the proposal is consistent with applicable land use designations, zoning, other applicable codes, as well as architectural and site design standards. Staff analyzes the site design; access, circulation, and parking; landscaping; walls and fences; architecture; and signage for compliance with the Citywide Design Review Criteria and other City codes and standards such as the provision of adequate on-site parking. Design Review is by and large the analysis of the aesthetics of a development and how it fits within the context of the surrounding area. Additionally, for those projects within Architectural Review Districts, the Architectural Review Committee (ARC) reviews and recommends to the Planning Commission approval of a project that meets the minimum requirements for the specific District.

Historically, staff and the Planning Commission have been charged with reviewing development proposals as noted above, for consistency with land use, zoning, and design review guidelines, and for compatibility with surrounding development. When establishing land use and zoning designations on a broad scale, such as during the development or update of a City-wide General Plan, or on a slightly lesser scale during the development or update of a General Development Plan, overall factors such as land use balance, compatibility and fiscal considerations are analyzed and considered. Generally speaking, projects that involve only Design Review entitlements are analyzed specific to the items discussed in the above paragraph and do not involve an in-depth review of land use balance or fiscal considerations such as the desirability of a particular use in support of the overall long-term economic goals of the City.

Per Section 17.72.070(C) of the RMC, any decision by the design review board or the council on a design review application shall be based on consideration of the following:

1. Relationship between the site design and the surrounding development, natural features and constraints and traffic flow;
2. Height, bulk and area;
3. Orientation of buildings and structures (with emphasis on energy consumption for heating, cooling, lighting);
4. Color scheme and materials;
5. Style, type and orientation of lighting;
6. Dimensions and placement of signs and graphics;
7. Landscaping (with emphasis on aesthetics, use of water and maintenance needs);
8. Parking design, including ingress and egress patterns;
9. Other design review criteria, which may be adopted from time to time by resolution of the council.

Building Architecture

The project site is not located within any of the four Architectural Districts established by the City Council, but must be consistent with the Citywide Design Review Criteria. **Figure 8** illustrates a rendering of the view from South Whitney Boulevard looking northwest from the intersection at Chalmette Court.

Figure 8. South Whitney Boulevard Frontage



The applicant has proposed three architectural styles for the development: Modern Agrarian, Napa Farmhouse, and California Bungalow. The styles will be applied to both the attached and detached single-family floorplans.

Figure 9. Proposed Architectural Styles



Modern Agrarian



California Bungalow



Napa Farmhouse

Modern Agrarian: Per the project's architect, the Modern Agrarian style reinterprets the traditional California farmhouse with a clean, minimalist approach that emphasizes simplicity and material contrast. Characterized by low-pitched 4:12 rooflines and consistent 12-inch eaves and rakes, these homes exhibit a balanced profile with a strong horizontal emphasis. Horizontal lap siding with a 6-inch reveal pairs with light sand-finish stucco and accent paneling to create a textured but restrained exterior. Gable ends feature horizontal siding, reinforcing the overall horizontality of the style and providing a streamlined alternative to traditional gable detailing. Window detailing includes straightforward 3-inch surrounds and horizontal muntins that subtly reference barn sash windows, further grounding the design in its rural roots while embracing a modern sensibility.

Napa Farmhouse: Per the project's architect, drawing inspiration from the relaxed elegance of California's wine country, the Napa Farmhouse style blends agrarian traditions with refined detailing and vertically oriented materials. Steeper 7:12 roof pitches and matching 12-inch eaves and rakes lend these homes a stately yet welcoming presence. Vertical siding with a 6-inch reveal and light sand-finished stucco with reveal channels contribute to the vertical rhythm of the facades. Vertical gable vents reinforce the farmhouse vernacular, while simple 3-inch window surrounds and horizontal muntins add a tailored and consistent appearance. This style's color palette and textures echo the warmth and simplicity of wine country living, adding variety to the streetscape while maintaining visual continuity throughout Whitney Walk.

California Bungalow: Per the project's architect, the California Bungalow style offers a take on early 20th-century Craftsman and Arts & Crafts architecture, blending familiar proportions with contemporary materials and a light, inviting aesthetic. Featuring a 4:12 roof pitch with 12-inch eaves and rakes, these homes are scaled for comfort and charm. Board and batten siding with 16-inch on-center battens creates a dynamic façade with subtle texture and rhythm, while smooth, light sand-finish stucco provides visual balance.

Gable ends are highlighted by 4x6 outlookers that nod to traditional Craftsman detailing, adding architectural interest without overstating massing. Trim elements include a distinctive 2-inch over 4-inch treatment at the head and sill, along with a 4-inch jamb trim for a layered and finished look. Windows are intentionally left free of muntins to give the style a clean, modern edge that updates the bungalow tradition.

Detached Single-Family Units

Of the 170 units proposed, 60 will be constructed as detached single-family units located to the west of South Whitney Boulevard. Each of the 60 detached units will include a two-car garage, two to three bedrooms (option for an office in lieu of a third bedroom), three bathrooms, kitchen, great room, and laundry room. The applicant has provided three floorplans ranging in size from 1,593 square feet to 1,788 square feet (**Figure 10**).

Detached single-family units will include an approximately 400-square-foot garage to accommodate two cars, as well as three bins for trash, recycling, and yard waste. The height of the detached single-family units range from 27'-4" to 32'-2" to accommodate the existing topography on the site. The average height of the buildings will be approximately 29 feet.

Figure 10. Detached Single-Family Floorplans



Setbacks for the proposed buildings are identified in the Whitney Walk GDP, as the proposed setbacks are significantly less than required in typical single-family zones. The setbacks proposed for the detached single-family units are:

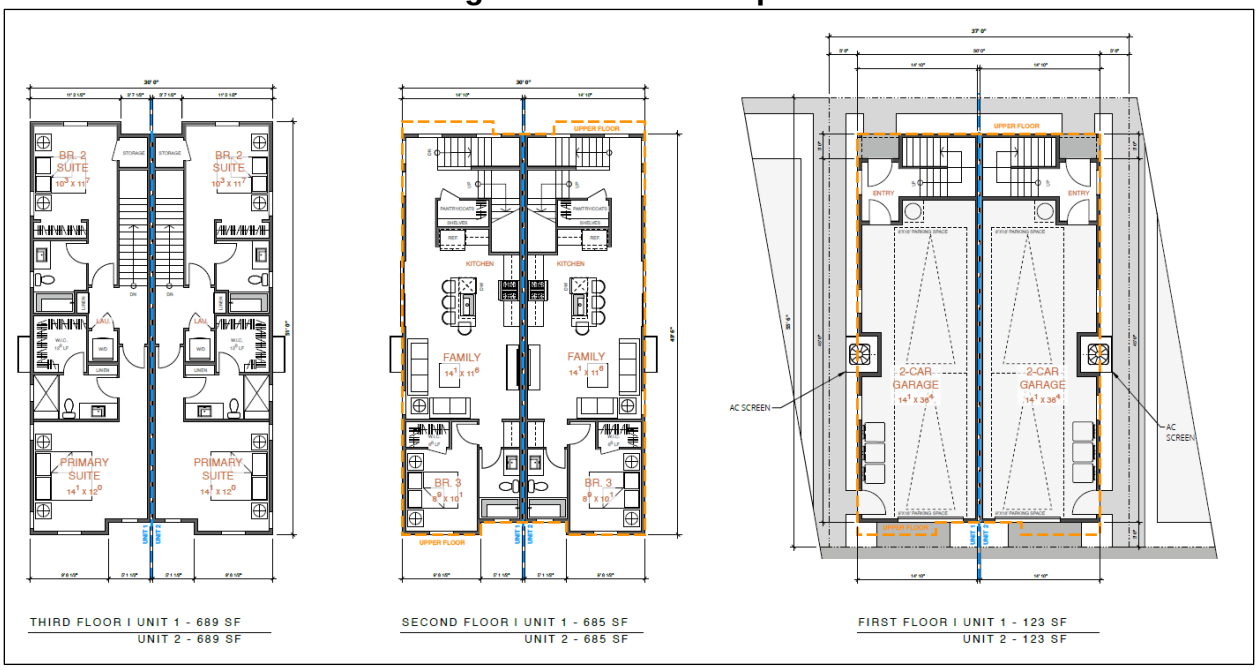
- Interior Side: 0 / 3.5 feet
- Front: 10 feet
- Rear: 3 feet

Attached Single-Family Units (Duets)

110 attached single-family units (referred to as “duets”) across 55 buildings are proposed. Each building will be situated on a separate parcel (110 parcels total) and will be attached to one other unit by a common wall. Parcels 61 – 140 (westerly portion of project site) will be 18.5 feet in width and 59.5 feet in length, for an area of 1,100± square feet, while sites 141 – 170 will be 18.5 feet in width and 67 feet in length, for an area of 1,239± square feet.

The duets will be three stories (37’-7” in height) and will include the three architectural styles discussed above throughout the development. The floor plans for all two-unit buildings are identical and will include a two-car garage (with tandem parking), three bedrooms, and three bathrooms. **Figure 11** illustrates the floorplan for the duets.

Figure 11. Duet Floorplan



Landscaping

Landscaping on the site includes 222 trees, various shrubs and groundcover, and turf areas. Of the 222 trees proposed, 13 are Valley Oak and the majority of the remainder are deciduous trees such as elm, maple, and linden. The site includes two stormwater detention basins, common outdoor grass areas, picnic areas, and a dog park. All landscaping on the site will be owned and maintained by the development’s Home Owner’s Association. **Figure 12** illustrates the proposed landscaping for the site.

Figure 12. Proposed Landscaping



TREE SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WATER USE	QTY
	ACER RUBRUM `REDPOINTE` REDPOINTE MAPLE (40'X20')	15 GAL.	MOD	34
	ACER RUBRUM 'OCTOBER GLORY' OCTOBER GLORY RED MAPLE (40'X35')	24" BOX	MOD	34
	ARCTOSTAPHYLOS MANZANITA 'DR. HURD' DR. HURD COMMON MANZANITA (15'X15')	15 GAL.	VERY LOW	23
	CERCIS CANADENSIS EASTERN REDBUD (20'X20')	24" BOX	LOW	20
	CHIONANTHUS RETUSUS CHINESE FRINGE TREE (20'X15')	15 GAL.	MOD	12
	PODOCARPUS GRACILIOR FERN PINE (40'X20')	15 GAL.	MOD	19
	QUERCUS LOBATA VALLEY OAK (60'X40')	24" BOX	LOW	13
	TILIA CORDATA `GREENSPIRE` GREENSPIRE LINDEN (40'X25')	15 GAL.	MOD	4
	ULMUS PARVIFOLIA `DRAKE` DRAKE LACEBARK ELM (50'X35')	24" BOX	MOD	30
	ULMUS PROPINQUA 'JFS-BIEBERICH' EMERALD SUNSHINE© ELM	15 GAL.	LOW	20
	ZELKOVA SERRATA 'CITY SPRITE' COMPACT SAWLEAF ZELKOVA (20'X15')	24" BOX	MOD	13

CONCEPT PLANT SCHEDULE

SHRUB AREAS		
	ARBUTUS UNEDO 'COMPACTA' / COMPACT STRAWBERRY TREE	5 GAL., LOW
	ARCTOSTAPHYLOS X `JOHN DOURLEY` / JOHN DOURLEY MANZANITA	5 GAL., LOW
	BACCHARIS X 'STERILE CENTENNIAL' / CENTENNIAL COYOTE BRUSH	5 GAL., LOW
	CALLISTEMON VIMINALIS `LITTLE JOHN` / DWARF WEEPING BOTTLEBRUSH	5 GAL., LOW
	CHONDROPETALUM TECTORUM / SMALL CAPE RUSH	5 GAL., LOW
	CISTUS LADANIFER / CRIMSON SPOT ROCKROSE	5 GAL., LOW
	CISTUS X 'GRAYSWOOD PINK' / GRAYSWOOD PINK ROCKROSE	5 GAL., LOW
	DIETES BICOLOR / FORTNIGHT LILY	5 GAL., LOW
	ELYMUS CONDENSATUS `CANYON PRINCE` / CANYON PRINCE WILD RYE	5 GAL., LOW
	GREVILLEA ROSMARINIFOLIA / ROSEMARY GREVILLEA	5 GAL., LOW
	LIGUSTRUM JAPONICUM 'TEXANUM' / TEXAS JAPANESE PRIVET	15 GAL., LOW
	LOMANDRA LONGIFOLIA `BREEZE` / BREEZE MAT RUSH	5 GAL., LOW
	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	5 GAL., LOW
	OLEA EUROPAEA `LITTLE OLLIE` TM / LITTLE OLLIE OLIVE	5 GAL., LOW
	RHAPHIOLEPIS INDICA `PINK DANCER` / PINK DANCER INDIAN HAWTHORN	15 GAL., LOW
	SALVIA MICROPHYLLA `HOT LIPS` / HOT LIPS SAGE	5 GAL., LOW
	WESTRINGIA FRUTICOSA `MUNDI` TM PP 24042 / LOW COAST ROSEMARY	5 GAL., LOW
GROUNDCOVER AREA		
	ACACIA REDOLENS 'LOW BOY' / LOW BOY PROSTRATE ACACIA (2'X8')	1 GAL., LOW
	CEANOTHUS G. H. 'DIAMOND HEIGHTS' / DIAMOND HEIGHTS CARMEL CREEPER (1'X5')	1 GAL., LOW
	COPROSMA KIRKII 'VERDE VISTA' / VERDE VISTA CREEPING COPROSMAT (3'X6')	1 GAL., LOW
	LOMANDRA LONGIFOLIA PLATINUM BEAUTY / PLATINUM BEAUTY LOMANDRA (3'X3')	1 GAL., LOW
	TEUCRIUM X LUCIDRYS PROSTRATUM / GERMANDER (6"X3')	1 GAL., LOW
	NEPETA X FAASSENII 'LIMELIGHT' / LIMELIGHT CATMINT (8"X2')	1 GAL., LOW
TURF AREA		
	TURF SOD BOLERO PLUS / FESCUE BLEND	SOD, HIGH
NO MOW TURF AREA		
	NO MOW TURF SOD / FINE FESCUE BLEND	SOD, MOD
STORMWATER FEATURES		
	TURF SOD BIOFILTRATION SOD / DELTA BLUEGRASS BIOFILTRATION SOD	SOD, MOD

Oak Tree Removal

The applicant has completed an arborist report to consider the health and size of the existing oak trees on the project site. A total of 148 trees were identified on the site, including 147 protected trees, 15 of which are considered heritage trees (diameter at Breast Height (DBH) of 24 inches or more) by the City of Rocklin Oak Tree Preservation Ordinance (Chapter 17.77 of the RMC). The applicant is proposing the removal of 44 healthy oak trees and 5 diseased or dying oaks. Per the Oak Tree Preservation Ordinance, oak tree removal requires on-site mitigation of two to one (two trees planted for each one removed) or payment of a fee in lieu

of on-site mitigation. Conditions of approval have been included to address these requirements and also provides that no oak trees may be removed until after the applicant has received approval of improvement plans for the project from the City Engineer.

Environmental Determination

Addendum

The 2015 Sunset Hills Townhomes Initial Study/Mitigated Negative Declaration (2015 Sunset Hills IS/MND) addressed the development of 26 residential building lots (148 townhomes total) and was approved by the Rocklin City Council on June 9, 2015. The 2016 South Whitney Mixed Use Townhomes and Medical Center IS/MND (South Whitney IS/MND) addressed the development of a mixed-use community consisting of townhomes in four buildings totaling 20 units and a medical office building. The South Whitney IS/MND was approved June 28, 2016 by the Rocklin City Council.

CEQA Guidelines Sections 15162 and 15164 require that either the Lead Agency or a Responsible Agency prepare an Addendum to a certified Initial Study/Mitigated Negative Declaration (IS/MND) or Environmental Impact Report (EIR) if some changes or additions are necessary, but none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent environmental document have occurred (refer to the discussion below regarding criteria described in Section 15162). The purpose of an Addendum is to document that no new significant impacts, nor a substantial increase in the severity of previously identified significant impacts, would result from the proposed project as described in the Addendum prepared for this project, relative to the project as analyzed in the 2015 Sunset Hills Townhomes IS/MND and 2016 South Whitney Mixed Use Townhomes and Medical Center IS/MND.

The Whitney Walk Residential project does not trigger the need for supplemental or subsequent review under Section 15162 of California Environmental Quality Act (“CEQA”) Guidelines. Therefore, pursuant to Section 15164 of the State CEQA Guidelines, an EIR Addendum has been prepared to document that no additional review or analysis is needed. The EIR Addendum determined that the proposed project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects due to substantial Project changes or a substantial change in circumstances. Furthermore, no new information is available that would indicate (1) that the project would have one or more significant effects not discussed in the previous IS/MND; (2) that significant effects previously examined would be substantially more severe than shown in the previous IS/MND; (3) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible; or (4) that mitigation measures or alternatives which are considerably different from those analyzed in the previous IS/MND would substantially reduce one or more significant effects on the environment and that the project proponents have declined to adopt the mitigation measure or alternative. Therefore, an Addendum was prepared to comply with CEQA.

Section 15164(d) of the CEQA Guidelines requires that the decision-making body shall consider the addendum with the previously approved IS/MNDs prior to deciding on the project.

The previously approved environmental documents can be found on the City's website at:

Sunset Hills Townhomes Mitigated Declaration:

https://www.rocklin.ca.us/sites/main/files/file-attachments/sunset_hills_mnd_reso_2015-142.pdf?1749761260

South Whitney Mixed Use Mitigated Negative Declaration:

https://www.rocklin.ca.us/sites/main/files/file-attachments/2016-177_mnd_0.pdf?1749761297

Public Correspondence:
The City received one (1) letter of non-support for the project as proposed as **Attachment 1.**

Recommendation:
The Planning Commission and staff recommend that the City Council approve the Whitney Walk project, as proposed and conditioned.

June 17, 2025

City of Rocklin Planning Department
3970 Rocklin Road
Rocklin CA

RE: Whitney Walk Residential Project
Project comments

The project being discussed tonight is formerly known as Sunset Hills Townhouses. A project submitted in 2013 and ultimately approved in 2015.

Project comments

- As shown in three different traffic studies – April 3, 2025 report from Kimley Horn, December 2013 from Omni Means, and November 2018 from KD Anderson – the intersections of Sunset and South Whitney and Sunset at Springview operate below the acceptable level of service – LOS.
- This deficiency has been known since 2013 when the Sunset Hills Townhomes project was approved and again in 2018 when the Quarry Place project was approved.
- There is no zoned high density residential development any where near the proposed project. It is not compatible with the surrounding neighborhood.
- The project appears to try to fit this greater development to match the currently built Atlantis Sunset project of 52 units instead of trying to blend in with the current mix of single family and duplex homes.
- 15' setback front and rear. 15' from South Whitney which is also not compatible with this neighborhood.
- 1,358 daily trips generated from this project.
- Proposes to include off street parking to meet the total parking required.
- Adds three new driveways – one about 200' south of the intersection of South Whitney and Sunset Blvd and two on the north bound side of South Whitney.
- Note that the three proposed driveways on South Whitney are not included in this traffic study.
- There is no discussion of queuing issues from Sunset onto South Whitney with the proposed driveway so close to the existing intersection.
- Three is no discussion of the number of U turns required to access the development on the east side of South Whitney which is the only way to access this development from Sunset.
- Proposed GDP building heights are proposed for 40 and 50 feet in height which is not compatible with this neighborhood.

The Whitney Walk GDP is consistent with requirements for the two-car garages but due to the development's density and layout, they are unable to provide a standard twenty-foot driveway for each garage and ***are proposing to exclude the requirement for garage driveways***.

Per Section 17.72.070(C) of the RMC, any decision by the design review board or the council on a design review application shall be based on consideration of the following:

1. ***Relationship between the site design and the surrounding development****, natural features and constraints and traffic flow;*

How does this development meet the first requirement for design review approval? There is no relationship between this site design and the surrounding development. How does this neighborhood benefit from?

- On street parking.
- 40 & 50 foot building heights.
- Reduced set backs.
- No standard 20'driveway lengths.
- 1,358 daily trips generated from this project

Traffic impacts

From the Quarry Place traffic impact prepared by:

KD Anderson & Associates, Inc.
November 12, 2018

Daily traffic conducted by the City of Rocklin indicated that in ***2010 Sunset Blvd carried 17,519 vehicles per day north of South Whitney Blvd to Topaz Avenue and 24,092 to the south between Third Street and Pacific Street****.*

Based on the City's significance threshold, if an intersection is already operating at an unsatisfactory Level of Service, an increase of 5 percent (i.e., an addition of 0.05) to the v/c ratio at a signalized intersection would be considered a measurable worsening of intersection operations and therefore would constitute a significant project impact.

Intersection Level of Service. *Table 2 identifies current intersection Levels of Service at the study locations. As shown, with one exception, the overall Level of Service at each location meets the City's LOS C goal.* ***The Sunset Blvd / 3rd Street / Springview Drive intersection operates at LOS D in both the a.m. and p.m. peak hour.*** *The Rocklin General Plan and CIP indicate that this intersection will someday be widened to provide three through lanes in each direction, and with that improvement the intersection would operate with a Level of Service that satisfied the minimum LSO C standard.*

TABLE 2
EXISTING INTERSECTION LEVEL OF SERVICE
Level of service of Sunset and Springview Dr. is D with no project – Quarry Park.

Intersection	Control	Time Period					
		AM Peak Hour (7:00 to 9:00 a.m.)			PM Peak Hour (4:00 to 6:00 p.m.)		
		LOS	V / C	Average Delay (sec/veh)	LOS	V / C	Average Delay (sec/veh)
Sunset Blvd / Springview Dr / 3rd St	Signal	D	0.863	-	D	0.849	-

Level of service of Sunset and Springview Dr. all to E in AM peak hour.

TABLE 10
EXISTING PLUS APPROVED PROJECTS PLUS PROJECT
PEAK HOUR INTERSECTION LEVELS OF SERVICE

Intersection	Control	AM Peak Hour						PM Peak Hour					
		Existing Plus Approved			EPAP Plus Project			Existing Plus Approved			EPAP Plus Pr		
		LOS	V / C	Average Delay (sec/veh)	LOS	V / C	Average Delay (sec/veh)	LOS	V / C	Average Delay (sec/veh)	LOS	V / C	A I (s
Sunset Blvd / Springview Dr / 3rd St	Signal	E	0.904	-	E	0.913		D	0.898	-	D	0.908	

*The **Sunset Blvd / 3rd Street / Springview Drive intersection** is projected to operate at LOS F. The feasibility of improving this intersection was evaluated as part of the GPU EIR. **The General Plan anticipated that Sunset Blvd would be widened to provide three through lanes in each direction through the intersection, but this level of improvement would still yield LOS F**. The GPU DEIR suggested that possible mitigation to improve LOS at the intersection of Sunset Boulevard and Springview Drive would include adding two left turn lanes on eastbound Sunset Boulevard to northbound 3rd Street. This mitigation measure would improve this intersection to LOS D but would still not meet the City's LOS C standard. The GPU EIR indicated that City staff recommended that this mitigation is feasible but would not result in an acceptable LOS. This intersection is identified under Policy C-10.B as an exception to the City's LOS C standard*

TABLE 12
CUMULATIVE PLUS PROJECT PEAK HOUR INTERSECTION LEVELS OF SERVICE

Intersection	Control	AM Peak Hour						PM Peak Hour				
		100% Retail on Site			With Quarry Place Project			100% Retail on Site			With Qu	
		LOS	V / C	Average Delay (sec/veh)	LOS	V / C	Average Delay (sec/veh)	LOS	V / C	Average Delay (sec/veh)	LOS	
Sunset Blvd / Springview Dr / 3rd St	Signal	F	1.247	-	F	1.244	-	F	1.590	-	F	

From the traffic report prepared by:
Omni Means
December 2013

The *2011 Draft General Plan* quotes the following under Section C - Circulation Element:
"(C-10 A.) ***Maintain a minimum traffic Level of Service "C"*** *for all signalized intersections during the p.m. peak hour on an average weekday, except in the circumstances described in C-10.B and C. below"*

"(C-10 B.) Recognizing that some signalized intersections within the City serve and are impacted by development located in adjacent jurisdictions, and that these impacts are outside the control of the City, a development project which is determined to result in a Level of Service worse than "C' may be approved, if the approving body finds (1) the diminished level of service is an interim situation which will be alleviated by the implementation of planed improvement or ***(2) based on the specific circumstances described in Section C below, there are no feasible street improvement that will improve the Level of Service to "C" or better as set forward in the Action Plan for the Circulation Element."***

Existing conditions

TABLE 2
EXISTING INTERSECTION LEVEL OF SERVICE

#	Intersection	Control Type[1,2]	Target LOS	AM Peak Hour			PM Peak Hour		
				V/C OR Delay	LOS	Warrant Met?[3]	V/C OR Delay	LOS	Warrant Met?[3]
1	**S Whitney Blvd/Sunset Blvd**	**Signal[4]**	**C**	**0.85**	**D**	-	0.71	C	-
2	S. Whitney Blvd/Chalmette Ct	AWSC	C	8.9	A	No	9.5	A	No

Notes:
1. TWSC = Two Way Stop Control
2. LOS = Delay based on worst minor street approach for TWSC intersections
3. Warrant = Based on California MUTCD Warrant 3
4. Value Reported is V/C for Circular 212 for HCM-2000

As shown in Table 2, the intersection at South Whitney Boulevard and Sunset Boulevard operates at an unacceptable LOS D in the AM peak hour.

905 daily trips estimated from this 2013 report.

50% of these trips are estimated east bound onto Sunset Blvd approaching Springview.

Existing plus project

TABLE 4
EXISTING PLUS PROJECT LEVEL OF SERVICE

#	Intersection	Control Type[1,2]	Target LOS	AM Peak Hour			PM Peak Hour		
				V/C OR Delay	LOS	Warrant Met?[3]	V/C OR Delay	LOS	Warrant Met?[3]
1	**S Whitney Blvd/Sunset Blvd**	**Signal[4]**	**C**	**0.88**	**D**	-	0.72	C	-
2	S. Whitney Blvd/Chalmette Ct	AWSC	C	8.9	A	No	9.8	A	No
3	S. Whitney Blvd/Driveway #1	TWSC	C	5.3	A	No	5.2	A	No
4	S. Whitney Blvd/Driveway #2	TWSC	C	2.4	A	No	3.2	A	No

Notes:

As shown in the table, as with Existing conditions, for the AM peak hour in Existing Plus Project conditions, the intersection at the South Whitney Boulevard and Sunset Boulevard is projected to operate at unacceptable LOS D. The increase in V/C ratio of Existing Plus Project conditions is not more than 5% (or 0.05) from the Existing conditions. Based on the significance criteria discussed previously, the addition of project trips does not contribute to a significant impact.

Even though the level of service LOS degrades to D is accepted from the code section above as the overall degradation is less than 5% of existing conditions.

SHORT TERM NO PROJECT TRAFFIC OPERATION

Short Term No Project peak hour traffic conditions were simulated by superimposing new trips generated by the approved/pending projects over Existing base traffic volumes at the study intersections, as discussed previously. The resulting Short Term No Project peak hour intersection traffic volumes are shown on Figure 7. Short Term No Project intersection operations were quantified utilizing Short Term conditions lane geometries and control (which are same as Existing conditions). Table 6 provides a summary of the resulting intersection levels of service. Since Driveway #1 provides access to the office site, it has been included in the analysis under "no project" conditions.

TABLE 6
SHORT TERM NO PROJECT INTERSECTION LEVEL OF SERVICE

#	Intersection	Control Type[1,2]	Target LOS	AM Peak Hour V/C OR Delay	AM Peak Hour LOS	AM Peak Hour Warrant Met?[3]	PM Peak Hour V/C OR Delay	PM Peak Hour LOS	PM Peak Hour Warrant Met?[3]
1	S Whitney Blvd/Sunset Blvd	Signal[4]	C	0.95	E	-	0.88	D	-
2	S. Whitney Blvd/Chalmette Ct	AWSC	C	9.2	A	No	10.7	B	No
3	S. Whitney Blvd/Driveway #1	TWSC	C	6.2	A	No	7.3	A	No

As shown in Table 6, the intersection at South Whitney Boulevard and Sunset Boulevard is expected to operate below acceptable LOS C. In Short Term No Project conditions, the South Whitney Boulevard and Sunset Boulevard intersection is forecasted ***to operate at an unacceptable LOS E in the AM peak*** *hour and LOS D in the PM peak hour condition.*

TABLE 8
CUMULATIVE NO PROJECT INTERSECTION LEVEL OF SERVICE

#	Intersection	Control Type[1,2]	Target LOS	AM Peak Hour V/C OR Delay	AM Peak Hour LOS	AM Peak Hour Warrant Met?[3]	PM Peak Hour V/C OR Delay	PM Peak Hour LOS	PM Peak Hour Warrant Met?[3]
1	S Whitney Blvd/Sunset Blvd	Signal[4]	C	1.14	F	-	1.10	F	-
2	S. Whitney Blvd/Chalmette Ct	AWSC	C	13.6	B	No	17.1	C	No
3	S. Whitney Blvd/Driveway #1	TWSC	C	11.4	B	No	12.5	B	No

As shown in Table 8, the intersection at South Whitney Boulevard and Sunset Boulevard is projected to operate below acceptable LOS C. Under Cumulative No Project conditions, ***the South Whitney Boulevard and Sunset Boulevard intersection is forecasted to operate at an unacceptable LOS F in the AM and PM peak hours.*** *The six-lane improvement on Sunset Boulevard is not adequate to accommodate the Cumulative volumes and additional intersection improvements (like lane channelization) are required to provide acceptable operations. The GP EIR also identified the intersection of Whitney/Sunset as going to LOS F in the cumulative condition (Table 4.4-28, page 4.4-73), but page 4.4-76 identifies a mitigation measure that would improve LOS to C, so perhaps the traffic study needs to assume that mitigation*

improvement in the cumulative condition (but such an improvement is not yet a part of the City's CIP Program).

From the traffic study prepared by:
Kimley Horn
April 3, 2025

As shown in **Table 2**, the proposed project (170 single-family units) will generate an estimated 1,358 daily trips, with 95 and 119 trips occurring during the AM and PM peak-hours, respectively.

Table 2 – Proposed Project Trip Generation

Land Use (ITE Code)	Size	Daily Trips	AM Peak-Hour					PM Peak-Hour				
			Total Trips	In		Out		Total Trips	In		Out	
				%	Trips	%	Trips		%	Trips	%	Trips
Single-Family Detached Housing (LU 210)[1]	60 DU	566	42	26%	11	74%	31	56	63%	35	38%	21
Single-Family Attached Housing (LU 215)[1]	110 DU	792	53	30%	16	70%	37	63	57%	36	43%	27
Net External Trips		1,358	95		27		68	119		71		48

Table 3 presents the peak-hour intersection LOS analysis results. As indicated in Table 3, the study intersections operate between LOS A and F in the Existing (2024) and Existing (2024) plus Project scenarios. ***As shown, Intersection #2 (Sunset Boulevard @ S Whitney Boulevard) and Intersection #3 (Sunset Boulevard @ Springview Drive/3rd Street) operate unacceptably with and without the project and the project*** *does not add more than five seconds of delay to the intersections. Therefore, the deficiency is not considered project induced. Delay per vehicle is shown to decrease at Intersection #2 during the PM Existing (2024) plus Project scenario. The lower delay from the project can be attributed to the method in which delay is calculated for intersections. The model calculates average delay for all vehicles; therefore, an increase of vehicles to lower-delay movements would lower the total intersection average.*

Table 3 – Existing and Existing plus Project Intersection Levels of Service

ID	Intersection	Control	Peak Hour	Existing (2024)		Existing (2024) plus Project	
				Delay [sec]	LOS	Delay [sec]	LOS
1	Sunset Boulevard @ Coronado Way/Topaz Avenue	Signal	AM	31.3	C	31.4	C
			PM	21.8	C	21.0	C
2	Sunset Boulevard @ S Whitney Boulevard	Signal	AM	**209.4**	**F**	**201.0**	**F**
			PM	**204.0**	**F**	**185.4**	**F**

Table 4 – Cumulative and Cumulative Plus Project Intersection Levels of Service

ID	Intersection	Control	Peak Hour	Cumulative (2044)		Cumulative (2044) plus Project	
				Delay [sec]	LOS	Delay [sec]	LOS
1	Sunset Boulevard @ Coronado Way/Topaz Avenue	Signal	AM	78.7	E	79.7	E
			PM	28.2	C	28.4	C
2	Sunset Boulevard @ S Whitney Boulevard	Signal	AM	164.2	F	166.3	F
			PM	240.9	F	252.5	F
3	Sunset Boulevard @ Springview Drive/3rd Street	Signal	AM	330.3	F	334.8	F
			PM	252.4	F	257.9	F

Sunset at Coronado Way intersection degrades to LOS of E.
Sunset at S. Whitney intersection degrades to LOS of F.
Sunset at Springview intersection degrades to LOS of F.

But, this is OK because: ***the project does not add more than five seconds of delay to the intersections. Therefore, the deficiency is not considered project induced***.

Note that the three proposed driveways on South Whitney are not included in this traffic study.

Deficiencies:

D1. Intersection #2, Sunset Boulevard @ S Whitney Boulevard

As shown in **Table 4**, this intersection operates at a deficient LOS during the PM peak-hour without the project and increases average delay by more than 5 seconds with the addition of the project in the Cumulative (2044) condition. As shown in **Table 5**, the project contributes to a deficient queuing condition on the northbound left, northbound right, and westbound left lanes under Existing plus Project and Cumulative plus Project Conditions.

D2. Intersection #3, Sunset Boulevard @ Springview Drive/3rd Street

As shown in **Table 4**, this intersection operates at a deficient LOS during the PM peak-hour without the project and increases average delay by more than 5 seconds with the addition of the project in the Cumulative (2044) condition. As shown in **Table 5**, the project contributes to a deficient queuing condition on the eastbound left turn lane under Existing plus Project and Cumulative plus Project Conditions.

Our ask is:

Review the density and re-design of this re-submittal consistent with the stated Rocklin Municipal Code as shown below:

Per Section 17.72.070(C) of the RMC, any decision by the design review board or the council on a design review application shall be based on consideration of the following:

1. ***Relationship between the site design and the surrounding development****, natural features and constraints and traffic flow;*

Do not approval the project as submitted which increases the traffic congestion problems at Sunset and South Whitney and Sunset and Springview.

Re-approve the previous application – Sunset Hills Townhomes with a lower density of 148 air space condominiums.

Sincerely,

Tim Page

Tim Page – longtime citizen of Rocklin

Kimley»Horn

Memorandum

To: Rob Parish

From: Curtis Yee, PE

Re: ***Whitney Walk***
Comment-Response Memorandum

Date: August 5, 2025

The purpose of this memorandum is to respond to resident comments related to the Transportation Impact Study (TIS) completed by Kimley-Horn on May 22, 2025. The resident comments were addressed to the City of Rocklin and dated June 17, 2025.

Comment: "As shown in three different traffic studies – April 3, 2025 report from Kimley Horn, December 2013 from Omni Means, and November 2018 from KD Anderson – the intersections of Sunset and South Whitney and Sunset at Springview operate below the acceptable level of service – LOS."

Response: The comment appears to refers to an older version of the TIS. However, consistent with the older version, the final TIS found that the Sunset Boulevard intersections with South Whitney and Springview Drive/3rd Street do operate at a level of service (LOS) below the City's General Plan Policy of LOS "C".

Per Policy C-10.B of the City's General Plan Update, Sunset Boulevard at Springview Drive/3rd Street is identified as an exception to the City's LOS "C" standard and is, therefore, not considered "deficient". Additionally, the City's policy only considers a deficiency to be "project induced" if the project results in the average intersection delay increasing by 5 seconds or more. The increase in delay due to the project was found to be less than 5 seconds for the Sunset Boulevard intersection with South Whitney Boulevard, as a result, this is condition is not considered a project induced deficiency.

Comment: "1,358 daily trips generated from this project."

Response: The comment appears to call attention to the trip generation characteristics of the project. **Table 1** presents a daily, weekday AM, and weekday PM peak-hour trip generation data comparison for the project and the previously approved projects on this project site. As shown, the proposed project "Whitney Walk (2025)" generates slightly higher trips than previously considered.

Table 1 – Project Trip Generation

Project	Daily Trips	AM Peak-Hour			PM Peak-Hour		
		Total Trips	In Trips	Out Trips	Total Trips	In Trips	Out Trips
Whitney Townhomes Project (2013)	905	71	12	59	83	56	27
South Whitney Medical Center and Townhomes Project (2015)*	159	14	2	12	16	11	5
Subtotal	**1,064**	**85**	**14**	**71**	**99**	**67**	**32**
Whitney Walk (2025)	1,358	95	27	68	119	71	48
Net Difference in Trips	**294**	**10**	**13**	**-3**	**20**	**4**	**16**

*Excludes trips generated by Medical Office Building use from prior study

Comment: "Note that the three proposed driveways on South Whitney are not included in this traffic study."

Response: The comment appears to refer to an older version of the TIS. The May 22, 2025 version of the TIS includes analysis of the proposed driveways on South Whitney Boulevard. As presented in the study and in **Table 2** below, the driveways operate at LOS A and B.

Table 2 – Project Driveway Intersection Levels of Service

ID	Intersection	Control	Peak Hour	Existing (2024) plus Project		Cumulative (2044) plus Project	
				Delay [sec]	LOS	Delay [sec]	LOS
5	S Whitney Boulevard @ Driveway 1	SSSC	AM	9.2	A	13.4	B
			PM	9.7	A	11.6	A
6	S Whitney Boulevard @ Driveway 2	SSSC	AM	9.4	A	9.8	A
			PM	9.5	A	12.5	A
7	S Whitney Boulevard @ Driveway 3	SSSC	AM	9.4	A	9.8	A
			PM	9.6	A	12.6	A

Comment: "There is no discussion of queuing issues from Sunset onto South Whitney with the proposed driveway so close to the existing intersection."

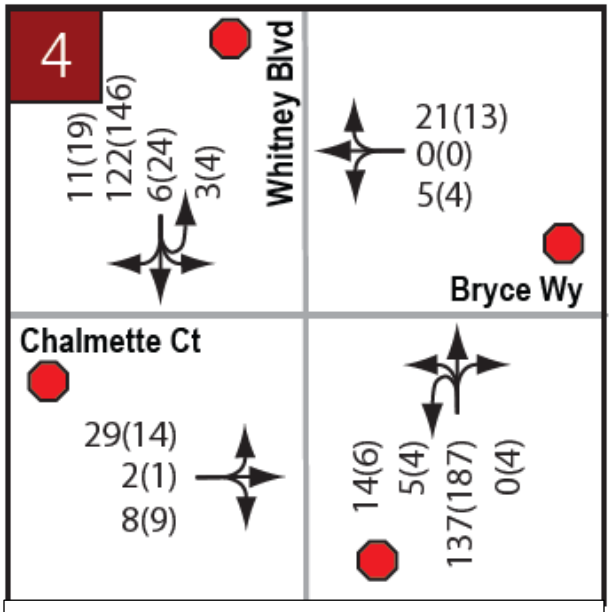
Response: The queueing analysis focuses on the turning movements that have an existing storage pocket to which the project contributes. Nevertheless, the queues for the eastbound through-right movement from Sunset Boulevard on to South Whitney Boulevard are estimate and are shown in **Table 3** and the project report's appendices. As shown in **Table 3**, the queues attributed to the eastbound through-right movement at Sunset Boulevard and South Whitney Boulevard are anticipated to be within the available storage under Existing (2024) plus Project and Cumulative (2044) plus Project conditions.

Table 3 – 95%-ile Queue Summary

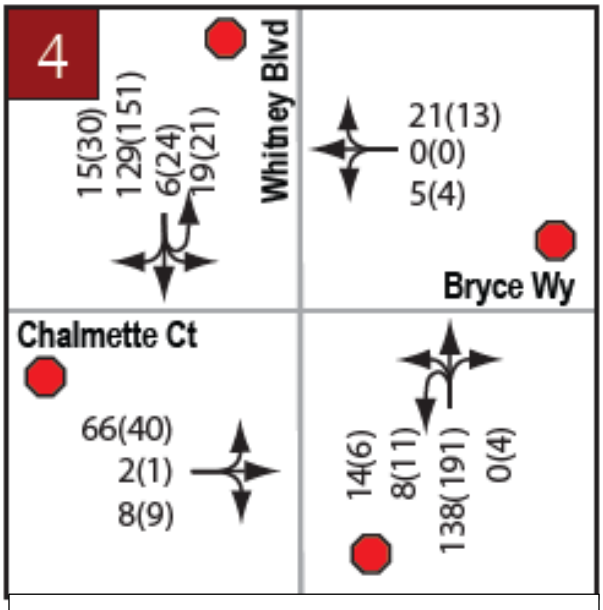
Intersection / Analysis Scenario	Movement	Available Storage (ft)	95%-tile Queue (ft)	
			AM Peak-Hour	PM Peak-Hour
#2, Sunset Boulevard @ S Whitney Boulevard	EBTR			
Existing (2024)		1,400	821	714
Existing (2024) plus Proposed Project			831	745
Cumulative (2044)			697	573
Cumulative (2044) plus Proposed Project			705	590

Comment: "Three is no discussion of the number of U turns required to access the development on the east side of South Whitney which is the only way to access this development from Sunset."

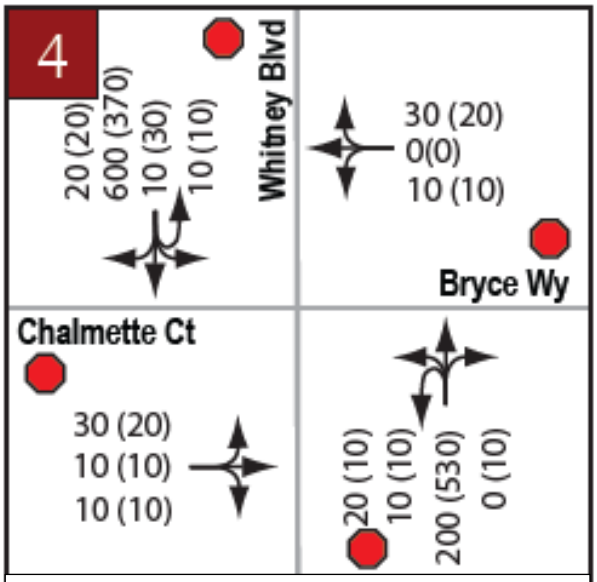
Response: Trip distribution considers southbound U-turns at South Whitney Boulevard at Chalmette Court/Bryce Way for vehicles that are inbound from Sunset Boulevard. See below and report appendices for traffic volumes at South Whitney Boulevard at Chalmette Court/Bryce Way. As shown below, the southbound U-turn volume on Whitney Boulevard increases between no project and plus project scenarios, with U-turn volumes all operating acceptably in the Existing (2024), Existing (2024) plus Project, Cumulative (2044), and Cumulative (2044) plus Project scenarios.



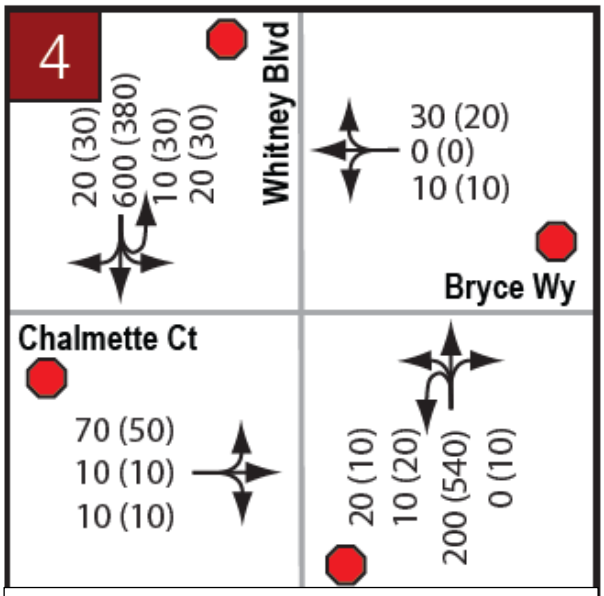
Existing Peak-Hour Volumes AM(PM)



Existing plus Project Peak-Hour Volumes AM(PM)



Cumulative Peak-Hour Volumes AM(PM)



Cumulative plus Project Peak-Hour Volumes AM(PM)

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN ADDENDUM TO THE 2015 SUNSET HILLS TOWNHOMES INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND) AND TO THE 2016 SOUTH WHITNEY MIXED-USE TOWNHOMES AND MEDICAL CENTER INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND)

(Whitney Walk Residential / ENV2025-0007)

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

A. The City Council of the City of Rocklin approved an Initial Study/Mitigated Negative Declaration (IS/MND) for the Sunset Hills Townhomes project by Resolution No. 2015-142 on June 9, 2015.

B. The City Council of the City of Rocklin approved an Initial Study/Mitigated Negative Declaration (IS/MND) for the South Whitney Mixed-Use project by Resolution No. 2016-177 on June 28, 2016.

C. A specific project, Whitney Walk Residential, is now proposed on the project sites. The project, a single-family residential development consisting of 170 units, is substantially consistent with the anticipated site development as it was analyzed in the Sunset Hills Townhomes project and South Whitney Mixed-Use project IS/MNDs.

D. Public Resources Code Section 21166 and Section 15162 of the California Environmental Quality Act ("CEQA") Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, Article 11 requires the City to analyze the proposed Whitney Walk Residential project to determine whether further environmental analysis is required.

E. An Addendum to the Sunset Hills Townhomes project and South Whitney Mixed-Use project IS/MNDs was prepared for the Whitney Walk Residential Project consistent with the requirements of Public Resources Code Section 21166 and CEQA Guidelines Section 15164, which requires analysis of the proposed project and its consistency with the previously adopted Sunset Hills Townhomes project and South Whitney Mixed-Use project IS/MNDs.

F. Based on the analysis and findings contained in the Whitney Walk Residential Project Initial Study/Addendum attached hereto as Exhibit A, it was determined that no subsequent or supplemental environmental impact report or mitigated negative declaration is required to be prepared for the project.

G. The City Council of the City of Rocklin has received and considered the Sunset Hills Townhomes project and South Whitney Mixed-Use project IS/MNDs together with the Whitney Walk Residential Project Initial Study/Addendum, which analyzed the potential environmental effects of the proposed project.

H. The Planning Commission of the City of Rocklin recommended the Addendum for approval on June 17, 2025 with a vote of 4-0-1 (one recusal).

Section 2. The City Council of the City of Rocklin hereby approves the Whitney Walk Residential project Initial Study/Addendum to the Sunset Hills Townhomes project and South Whitney Mixed-Use project IS/MNDs (Exhibit A) prepared for the City of Rocklin Community Development Department, dated June 2025, on file with the Community Development Department and incorporated herein by this reference.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A
Whitney Walk Residential Project Initial Study/Addendum
to the Sunset Hills Townhomes project and South Whitney Mixed Use project IS/MNDs
(ENV2025-0007)

EXHIBIT A
ENV2025-0007

Recommended for Approval by the Planning Commission on June 17, 2025 *David Mohlenbrok*

Whitney Walk Residential Project

Initial Study/Addendum

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June 2025

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ACRONYMS AND ABBREVIATIONS

AAQS	Ambient Air Quality Standards
AB	Assembly Bill
ADT	Average Daily Trip
amsl	above mean sea level
APN	Assessor's Parcel Number
BAAQMD	Bay Area Air Quality Management District
BAU	Business as Usual
BMP	Best Management Practices
C-2	Retail Business
CARB	California Air Resources Board
CalEEMod	California Emissions Estimator Model
CALGreen	California Green Building Standards Code
CalTLC	California Tree and Landscape Consulting, Inc.
Caltrans	California Department of Transportation
CAP	Climate Action Plan
CCI	Consolidated Communications
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CIP	Capital Improvement Plan
CO	Carbon monoxide
CO_2	Carbon dioxide
COC	Contaminants of Concern
CRA	Cultural Resources Assessment
CY	cubic yards
DBH	Diameter at Breast Height
DTSC	Department of Toxic Substances Control
Du/ac	Dwelling units per acre
EIR	Environmental Impact Report
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
ESL	Environmental Screening Levels
GHG	Greenhouse Gas
HDR	High-Density Residential
HVAC	Heating, Ventilation, and Air Conditioning
IS/MND	Initial Study/Mitigated Negative Declaration
kW	kilowatt

ACRONYMS AND ABBREVIATIONS (cont.)

LOS	Level of Service
MM	Mitigation Measure
MT	Metric Tons
NAHC	Native American Heritage Commission
NCIC	North Central Information Center
NPDES	National Pollutant Discharge Elimination Service
NSLU	Noise Sensitive Land Uses
OA	Open Area
PCAPCD	Placer County Air Pollution Control District
PCFCWCD	Placer County Flood Control and Water Conservation District
PD-16	Planned Development, 16 units per acre
PD-17	Planned Development, 17 units per acre
PD-R	Planned Development, Residential
PG&E	Pacific Gas and Electric
PM	Particulate Matter
PRC	Public Resources Code
R-C	Recreation Conservation
RC	Retail Commercial
REC	Recognized Environmental Conditions
ROG	Reactive Organic Gases
RWQCB	Regional Water Quality Control Board
Sf	square feet
SFRWQCB	San Francisco Regional Water Quality Control Board
SIP	State Implementation Plan
SLF	Sacred Lands File
SMAQMD	Sacramento Metropolitan Air Quality Management District
SPMUD	South Placer Municipal Utility District
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TIM	Traffic Impact Mitigation
TIS	Transportation Impact Study
TPH	Total Petroleum Hydrocarbons
USFWS	United States Fish and Wildlife Service
UST	Underground Storage Tank

ACRONYMS AND ABBREVIATIONS (cont.)

VIMS	Vapor Intrusion Mitigation System
VMT	Vehicle Miles Traveled
VOC	Volatile Organic Compounds
WRL	Western Regional Landfill
WTP	Water Treatment Plant

1.0 INTRODUCTION

The City of Rocklin (City) General Plan was updated in 2012 and consists of a program that provides for orderly and systematic development of lands throughout the City while ensuring the provision of necessary public services to support proposed land use development. In 2015 the City approved the Sunset Hills Townhomes project on a portion of the current subject project site located on the west side of South Whitney Boulevard. This project went unrealized and in 2016 an additional project on a portion of the current project site located on the east side of South Whitney Boulevard was considered and approved by the City (the South Whitney Mixed Use Townhomes and Medical Center). Likewise, this development failed to materialize and the current project applicant, Whitney Sunset 84, LLC, is seeking entitlements from the City's Community Development Department for the proposed project, detailed in the Description of Proposed Project section of this document (Section 4.2) below.

The City, as the Lead Agency under the California Environmental Quality Act (CEQA), has determined that the Whitney Walk Residential Project (proposed project) does not trigger the need for supplemental or subsequent review under Section 15162 of CEQA Guidelines, as detailed below. Therefore, the proposed project is the subject of this Addendum, prepared pursuant to Section 15164 of the CEQA Guidelines.

The CEQA Guidelines Sections 15162 and 15164 require either the Lead Agency or a Responsible Agency to prepare an Addendum to a certified Initial Study/Mitigated Negative Declaration (IS/MND) or Environmental Impact Report (EIR) if some changes or additions are necessary, but none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent environmental document have occurred (refer to the discussion below regarding criteria described in Section 15162). The purpose of this Addendum is to document that no new significant impacts, nor a substantial increase in the severity of previously identified significant impacts, would result from the proposed project as described in this Addendum, relative to the project as analyzed in the 2015 Sunset Hills Townhomes IS/MND and 2016 South Whitney Mixed Use Townhomes and Medical Center IS/MND.

Sections 15162 and 15164 of the CEQA Guidelines state that an Addendum to a previously certified EIR or IS/MND may be prepared for a project if the criteria summarized below are satisfied:

- **No Substantial Project Changes**. There are no substantial changes proposed in the project which will require major revisions of the previous EIR or IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

- **No Substantial Change in Circumstances**. No substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

- **No New Information of Substantial Importance**. There is no new information of substantial importance, which was not known or could not have been known with the exercise of reasonable diligence at the time the previous EIR or IS/MND was certified as complete, which shows any of the following: the project will have one or more significant effects not discussed in the previous EIR or IS/MND; significant effects previously examined will be substantially more severe than shown in the previous EIR or IS/MND; mitigation measures or alternatives

previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or mitigation measures or alternatives which are considerably different from those analyzed in the EIR or IS/MND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

An Addendum need not be circulated for public review but can be included in or attached to the adopted EIR or IS/MND. The decision-making body shall consider the Addendum with the adopted EIR or IS/MND prior to making a decision on the project.

2.0 PROJECT BACKGROUND

This section summarizes the findings of the 2012 Rocklin General Plan EIR as well as of two previously adopted IS/MNDs that tier off the 2012 General Plan EIR and addressed the proposed development of this project site: The 2015 Sunset Hills Townhomes IS/MND (2015 Sunset Hills IS/MND) and the 2016 South Whitney Mixed Use Townhomes and Medical Center IS/MND (2016 South Whitney IS/MND).

2.1 2012 CITY OF ROCKLIN GENERAL PLAN ENVIRONMENTAL IMPACT REPORT

The 2012 General Plan EIR provided an environmental analysis for the proposed General Plan Update, which included the Sixth Amendment to the Redevelopment Plan for the Rocklin Redevelopment Project. This General Plan Update replaced the previously adopted 1991 General Plan. The General Plan EIR determined that impacts related to air quality, aesthetics/light and glare, transportation and circulation, noise, cultural and paleontological resources, biological resources, climate change, and greenhouse gases would remain significant and unavoidable. The General Plan EIR was certified by the City Council on October 9, 2012.

2.2 2015 SUNSET HILLS TOWNHOMES INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

The 2015 Sunset Hills Townhomes IS/MND (2015 Sunset Hills IS/MND) addressed the development of 26 residential building lots. The project would also remove the existing driveway access to the Sunset Rocklin Townhomes off of Chalmette Court and would provide a new access route from South Whitney Boulevard through the project site to the Sunset Rocklin Townhomes containing 148 air space condominium units and two common area lots on an approximately 11.2-acre site generally located at the southwesterly corner of the intersection of Sunset Boulevard and South Whitney Boulevard, on Assessor's Parcel Numbers (APNs) 045-021-028 (now 016-210-011) and 016-240-044. It was anticipated that site development would involve some clearing and grading of the site, trenching and digging for underground utilities and infrastructure, and ultimately the construction of new roadways, driveways, buildings, and landscaping. It was also anticipated that the project would require the approval of General Development Plan/Rezone, Tentative Subdivision Map, Design Review and Oak Tree Preservation Plan Permit entitlements from the City of Rocklin, changing the zoning from Retail Business (C-2) to Planned Development, 17 units per acre (PD-17) and Open Area (OA).

The 2015 IS/MND serves the function of a written checklist or similar device documenting the extent to which the environmental effects of the proposed Sunset Hills Townhomes project were covered in the 2012 program EIR for the General Plan. The City concluded that the impacts of the project as described in the 2015 IS/MND are within the scope of the analysis in the General Plan EIR. Stated another way, these "environmental effects of the [site-specific project] were covered in the program EIR." Where particular impacts were not thoroughly analyzed in that prior document, the City required the preparation of additional site-specific studies. The Sunset Hills Townhomes IS/MND was adopted by the City on June 9, 2015.

2.3 2016 SOUTH WHITNEY MIXED USE TOWNHOMES AND MEDICAL CENTER INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

The 2016 South Whitney Mixed Use Townhomes and Medical Center IS/MND (South Whitney IS/MND) addressed the development of a mixed-use community consisting of townhomes in four buildings totaling 20 units and approximately 47,104 square feet and a medical office building totaling approximately 7,891 square feet, with associated landscaping, parking and signage collectively on a 2.8-acre site generally located on the southeast side of South Whitney Boulevard, between Sunset Boulevard and Bryce Way on APN 016-240-039. It was anticipated that this project would require Design Review, Tentative Subdivision Map, General Plan Amendment, Rezone, General Development Plan and Oak Tree Preservation Plan entitlements. This was anticipated to require changing the General Plan designation from Retail Commercial (RC) to High Density Residential (HDR), RC, and Recreation-Conservation (R-C), as well as changing the zoning from C-2 to Planned Development Residential 16 units per acre (PD-16), OA, and C-2.

Similarly, to the 2015 Sunset Hills Townhomes IS/MND, the 2016 South Whitney Mixed Use Townhomes and Medical Center IS/MND serves the function of a written checklist or similar device documenting the extent to which the environmental effects of the project were covered in the 2012 program EIR for the General Plan. The City concluded that the impacts of the project as described in the 2016 IS/MND are within the scope of the analysis in the General Plan EIR. Stated another way, these "environmental effects of the [site-specific project] were covered in the program EIR." Where particular impacts were not thoroughly analyzed in that prior document, the City required the preparation of additional site-specific studies. The South Whitney Mixed Use Townhomes and Medical Center IS/MND was adopted by the City on June 7, 2016.

The 2015 Sunset Hills Townhomes IS/MND and 2016 South Whitney Mixed Use Townhomes and Medical Center IS/MND tier off of the 2012 General Plan EIR, which evaluates the effects of General Plan implementation at a program level for all environmental topics. The 2015 Sunset Hills Townhomes IS/MND and 2016 South Whitney Mixed Use Townhomes and Medical Center IS/MND comprehensively addressed the potential environmental effects of the development of medium and high-density housing as well as a Medical Center, and combined cover an area that includes the proposed Whitney Walk project site (the proposed Whitney Walk Residential project site does not propose development on the entirety of the previously approved South Whitney Mixed Use Townhomes and Medical Center project site). The Revised Project would include construction of medium and high-density residential, consistent with the General Plan Amendment and Rezone included as part of the 2015 and 2016 IS/MNDs, and would be located on a project site previously analyzed under the 2015 and 2016 IS/MNDs. Thus, the proposed Whitney Walk Residential project would be consistent with the previously certified IS/MNDs. Further details of the proposed Whitney Walk project are provided in Section 4.0, Project Location and Description.

3.0 PURPOSE OF GENERAL DEVELOPMENT PLAN

A General Development Plan is a planning document that defines, in detail, the development criteria for a project area. Chapter 17.60 of the Rocklin Municipal Code establishes the Planned Development process as a "means to provide for greater flexibility in environmental design than is provided under the strict application of the zoning and subdivision ordinances." With that intent, the Sunset Hills Townhomes General Development Plan (PDG2013-0003) and the South Whitney Mixed Use General Development Plan (PDG2015-0005) were previously crafted for the project site to establish allowed uses and development standards for the PD-R and OA zones as well as to address compatibility of the development with the surrounding residential and commercial projects by establishing design standards. More specifically, the General Development Plans and zone changes previously approved for the project site were developed to make the zoning of the property consistent with the General Plan designations; encourage a creative and more efficient approach to the use of land; maximize the choice in the type of housing available in Rocklin; and provide adequate protection of the environment and of the health, safety, and comfort of the residents of the City.

The Sunset Hills Townhomes and South Whitney Mixed Use General Development Plans serve as the regulatory land use document for the project area. The Sunset Hills Townhomes General Development Plan covers an approximately 11.2 gross acre site generally located at the southwest corner of South Whitney Boulevard and Sunset Boulevard (APNs 016-210-011 and 016-240-044), and the South Whitney Mixed Use General Development plan covers an approximately 2.81 gross acre site generally located on the southerly side of South Whitney Boulevard between Sunset Boulevard and Bryce Way (APN 016-240-039). The General Development Plans created a new residential zone district, applied the PD-R and OA zone districts to the property, and established residential development criteria for the proposed PD-R zoning designation. A new General Development Plan for the proposed Whitney Walk project is being developed, and would supersede the Sunset Hills Townhomes General Development Plan as well as a portion of the South Whitney Mixed Use General Development Plan. This General Development Plan covers the entire 12.99-acre Whitney Walk project site and would not change the PD-R and OA zoning. All provisions of the Zoning Ordinance (Title 17 of the Rocklin Municipal Code) apply to this project unless otherwise specified in the General Development Plans.

4.0 PROJECT LOCATION AND DESCRIPTION

4.1 PROJECT LOCATION

The proposed Whitney Walk Residential project site is located within the City of Rocklin (City), Placer County, California, at the southwest corner of Sunset Boulevard and South Whitney Boulevard. The proposed project site consists of 12.99±acres on three parcels (APNs 016-240-044, 016-210-011, and a portion of 016-240-039). The proposed project would be constructed on land that is currently vacant. Refer to Figure 1 for the site and vicinity map and Figure 2 for the aerial map (Note: All figures are located in Appendix A).

The project site is relatively flat with elevations ranging from 206 feet (ft) to 296 ft above mean sea level (amsl), and is located within an area characterized primarily by residential and commercial development, and also open space. The project site is surrounded by Sunset Boulevard, commercial uses, and single-family detached unit residences to the north; open space associated with Antelope

Creek, commercial uses, and apartments to the east; Bryce Way and single-family detached and attached residences to the south; and Chalmette Court, Pinnacles Drive, townhomes, and single-family detached residences to the west. South Whitney Boulevard runs north to south through the project site. Neighboring land uses are summarized in Table 1, *Neighboring Land Uses*.

Table 1: Neighboring Land Uses

Direction	Land Use
North	Sunset Boulevard, Restaurant/Cafes, Single-Family Detached Residences, Retail
East	Open Space, Apartment Communities, Retail
South	Bryce Way, Single-Family Attached and Detached Residences
West	Chalmette Court, Pinnacles Drive, Rocklin Sunset Townhomes, Single-Family Detached Residences

The General Plan land use designation for the three currently vacant parcels is: High-Density Residential (HDR) for APN 016-240-044; HDR and Recreation-Conservation (R-C) for APN 016-210-011; and HDR, R-C, and Retail Commercial (RC) for APN 016-240-039. The purpose of HDR designated areas is to provide areas for multi-family homes, conveniently near commercial uses, employment centers, arterial and collector streets and other intensive uses. HDR designated places are characterized as areas of multi-family development in close proximity to commercial and public facilities, arterial and collector streets, and other intensive uses, and should have a density of at least 15.5 dwelling units per acre (du/ac) with a population of at least 40 du/ac (City 2012).

The zoning designation for APN 016-240-044 is Planned Development – Residential (PD-R), for APN 016-210-011 is PD-R and Open Area (OA), and for APN 016-240-039 is PD-R, OA, and Retail Business (C-2). The PD zone is intended to provide the means for greater creativity and flexibility in environmental design than is provided under the strict application of the zoning and subdivision ordinances, while at the same time protecting the public health, safety and welfare and property values. Various land uses may be combined in a planned development zone including combinations of residential, commercial, industrial, utility, institutional, educational, cultural, recreational and other uses, provided the combination of uses results in a balanced and stable environment. In order for a zone to be considered PD, an application is submitted in the form of a general development plan, which would include a map of proposed boundaries and patterns of land use complete with acreage, residential density, and intensity for nonresidential uses.

The proposed Whitney Walk Residential project would be primarily located on PD zoned land and has been designated for future residential use (PD-R) in accordance with City of Rocklin Ordinance Nos. 1036 and 1052. A General Development Plan covering the entire 12.99-acre Whitney Walk project site is being prepared and would not change the future zoning designations of PD-R and OA.

4.2 DESCRIPTION OF PROPOSED PROJECT

The proposed Whitney Walk Residential project includes the development of a total of 170 single-family detached and attached units (each on individual lots) on 12.99-acres, with 140 units on parcels 016-210-011 and 016-240-044 (west of South Whitney Boulevard), and 30 units on parcel 016-240-039 (east of South Whitney Boulevard). The proposal includes private driveways, alleys, parking, open space and landscaping including two drainage basins.

4.2.1 Proposed Project Components

4.2.1.1 Residential Units

The 2015 Sunset Hills IS/MND proposed the development of 26 building lots on an 11.2-acre site containing 148 condominium units and two common area lots, while the 2016 South Whitney IS/MND proposed the construction and operation of a mixed-use development on a 2.8-acre site consisting of four buildings totaling 20 units as well as an approximately 7,891-sf medical office building. Combined, the two IS/MNDs proposed 168 units.

For the Whitney Walk project, the 170 proposed residential lots would range in lot size from 1,885 sf to 2,654 sf and would consist of 60 single-family detached units and 110 single-family "duet", or attached, units. A single-family duet unit is a type of residential housing consisting of two individually owned units attached by a common wall. The project as a whole would have a proposed density of 16.4 dwelling units per acre (du/ac). Parcels 016-210-011 and 016-240-044 would be developed with 60 detached units, 80 duet units, and open space (Lot T) while parcel 016-240-039 would be developed with 30 duet units and open space (Lot J).

The single-family detached units would have 2-car garages with a courtyard option, while the single-family duet units would have one 2-car garage per unit. Seven single-family detached units would have driveways that are more than 20 feet long; remaining driveways would have 2-to 4-foot-long driveways off of the proposed private alleyways. The floorplans for all units would include a full kitchen, living space, bedroom(s), bathroom(s), and indoor storage, and the units would be separated by private, 22-foot-wide concrete private alleys and 4-to 5-foot-wide sidewalks. The project would no longer include mixed-use development or a medical office building. The project design would be consistent with existing City development standards set forth in the City's Zoning Ordinance as well as the City's Design Review Guidelines. A site plan is included as Figure 1, showing the layout of the proposed project components.

4.2.1.2 Building Height

The proposed Whitney Walk General Development Plan identifies the maximum building height within the PD-R zoning district to be 35 feet for single-family detached units and 40 feet for duet units without a use permit, and 50 feet with a use permit. The proposed units would be 2- and 3-stories, and would be less than 30-feet to the building eave, with the ridge of the roof approximately 35-38-feet tall.

4.2.1.3 Landscaping

There would be approximately 102,582-square feet (sf) of open space on the project site, and 93,263-sf would be landscaped. Two bioretention basins (A and B) would be constructed as part of the Whitney Walk Residential project, with one being located in Lot K and the other located in Lot Q. As shown in the Figure 3, Lots K-S, and U-Z would be dedicated to landscaping, Lot J would be dedicated to 17,662-sf (0.40-acre) open space, and Lot T would be dedicated to 84,920-sf (1.95-acres) of open space.

Each proposed residential lot would include a landscaped area, and all landscaped areas would include low water use plants to conserve water. A total of 128 trees are located on the project site, with 127 of those being oak trees. The oak tree species include interior live oak, valley oak, and blue oak. A total of 49 oak trees are proposed to be removed. The remaining 79 trees are proposed to remain on the project site and be incorporated into the project design.

4.2.1.4 Access and Circulation

Regional access to the project would be provided by US Interstate (I-) 80 and State Route (SR-) 65. The I-80/Pacific Street/Taylor Road interchange is approximately 1.3-miles south of the site and the SR-65/Galleria Boulevard/Stanford Ranch Boulevard interchange is approximately 0.78-miles southwest of the site. Primary vehicle access to the units on the western side of South Whitney Boulevard would be from the proposed 46-feet (ft) wide access driveway labeled Street A off South Whitney Boulevard, the proposed 46-ft-wide access driveway labeled Street B off Chalmette Court, and two proposed 22-ft-wide alleys labeled Alley 1 and Alley 2 off Chalmette Court. Primary vehicle access to the units on the eastern side of South Whitney Boulevard would be from the 22-ft-wide Alleys 8 and 9 off South Whitney Boulevard. Proposed Street A and Street B would be the main internal drive aisles that would connect to Alleys 1-7. Alleys 8 and 9 would be directly accessed by South Whitney Boulevard. All of the proposed streets and alleys on the project site will be private.

Primary pedestrian access to the project site would be from 4-foot-wide sidewalks constructed alongside the proposed Streets A and B, which would connect to the existing sidewalk and pedestrian infrastructure surrounding the proposed project site. The proposed project would construct sidewalk, curb, and gutter along its frontage and the southern side of Sunset Boulevard to connect to the City planned sidewalk from the project limits to Coronado Street. Standard crosswalks exist on all approaches at Intersection #2 (Sunset Boulevard at South Whitney Boulevard.

An existing bus stop is located at South Whitney Boulevard and Sunset Boulevard fronting the project site. This bus stop is served by Placer County Transit Route 20 fixed route bus service which serves Lincoln and Rocklin with service at one-hour headways Monday through Saturday. Rocklin Dial-a-Ride demand response transit service serves the area as well..

4.2.1.5 Parking

The parking standard identified in the project's General Development Plan is two covered parking spaces per unit. The proposed project would include 340 private garage spaces (120 single family detached and 220 duet attached), 14 driveway spaces, 68 on-street parking stalls on the internal roadways (all resident and visitor stalls), and 4 off-street stalls. Each single-family detached and duet units would have 2 garage spaces, and the 7 single-family detached units would have driveways that are more than 20 feet long (providing 14 parking spaces). The proposed garages on the project site would also provide bicycle storage. Additionally, existing parking along the north and east sides of Chalmette Court would be signed "No Parking" due to the proposed private alley and street connections.

4.2.1.6 Fencing and Signage

Proposed open view fencing and a rockery retaining wall would be located along the western boundary of the residential units, adjacent to the open space area on the western side of the project site. Proposed open view fencing would be located in the northwestern corner of the project site, and along the northern project boundary, parallel to Sunset Boulevard. A proposed 6-ft-tall retaining wall would be located in the northeastern corner of the western portion of the project site, adjacent to the shared property line with the existing retail use at the southwest intersection of Sunset Boulevard and South Whitney Boulevard.

Another 6-ft-tall retaining wall would be located on the southern side of the residential units located on the eastern side of South Whitney Boulevard. Proposed post and cable fencing would be located on the

eastern boundary of the residential units, adjacent to the open space area located on the eastern side of the project site.

No signage is proposed with this application.

4.2.1.7 Utilities

Water

Water service would be extended into the project site by connecting to the existing 16-inch water main off of South Whitney Boulevard and the existing 12-inch to 6-inch water main off of Chalmette Court. The proposed project would construct a new 10-inch water main underneath Streets A and B connecting to both existing water mains to serve the units on the western side of South Whitney Boulevard, while a new 12-inch water main would connect to the existing 16-inch water main on South Whitney Boulevard to serve the units on the eastern side of South Whitney Boulevard. Another new 6-inch water main would be constructed at the western edge under South Whitney Boulevard. Placer County Water Agency (PCWA) would provide water services to the project site.

Existing fire hydrants are located on the western side of South Whitney Boulevard, at the intersection of South Whitney Boulevard and Chalmette Court, and at the end of Chalmette Court. Proposed fire hydrants would be located on the eastern side of South Whitney Boulevard, at the intersection of the proposed Streets A and B, at the intersection of Street A and Alley 4, and along Street B near the intersection with Chalmette Court.

Wastewater

Existing sewer lines occur along Chalmette Court and South Whitney Boulevard that would serve the project site. A new sewer service manhole would be constructed at the existing 6-inch sewer service lines, and the proposed project would install a new sewer main along Alleys 1-9 and Street A which would provide service to each proposed residential unit through sewer tie-ins. South Placer Municipal Utility District (SPMUD) would provide sanitary sewer services to the project site.

Stormwater

Existing stormwater mains serving the project site are located on Chalmette Court and along the western side of South Whitney Boulevard. An additional storm drain exists within the 12-foot-wide public access and public utility easement located immediately north of proposed Lot K. The proposed project would install a proposed storm drain to run along Street A and B, ultimately connecting to Bioretention Basin A. The proposed project would also include installation of a new drain inlet in Bioretention Basin B. Storm drains would be maintained by the City.

Solid Waste

Recology™ would provide garbage collection services to the project site. The residential units would be served by individual wheeled trash receptacles that would be collected by Recology™ on a weekly basis from the alleys separating each row of units.

Electrical/ Telecommunications

Gas, electricity, and communication services would be provided to the proposed project site via existing gas, communication, and overhead utility lines. Gas and electricity services would be provided by Pacific Gas & Electric (PG&E), telephone services would be provided by Consolidated Communications (CCI), and cable would be provided by Astound Broadband™.

The project design incorporates sustainable features consistent with the California Green Building Standards Codes (CALGreen). The project would be all electric, tie into existing PG&E lines, and include the installation of on-site solar electricity generation. .

4.2.1.8 Project Construction

Construction would commence in spring 2026 with construction completed by early winter 2027. Project construction activities would include demolition, site preparation, grading, underground utilities (trenching), paving, building construction, and architectural coating. Demolition would include an existing sidewalk on Chalmette Court. Per the project engineer, 22,500-cubic yards (CY) of soil would be exported during grading. It is assumed that construction equipment would be staged on the project site, and that construction would occur five days per week with equipment operating for up to eight hours per day.

4.2.2 Entitlement Requirements

The following entitlements are required to implement the proposed project:

- Establishment of the Whitney Walk General Development Plan to replace the Sunset Hills Townhomes General Development Plan (PDG2013-03 and Z2013-04) and incorporate the portion of the parcel currently within the South Whitney Mixed Use General Development Plan (PDG2015-0005 and Z2014-0009) into the new General Development Plan. This would include removing the properties from each of those existing General Development Plan areas.
- Tree Preservation Plan Permit
- Tentative Map
- Lot Line Adjustment
- Design Review of the site design, architecture, and landscaping for this project.

4.3 PREVIOUSLY DISCLOSED IMPACTS

As disclosed in the 2012 General Plan EIR, implementation of the City of Rocklin General Plan will result in **significant and unavoidable** impacts on air quality, aesthetics/light and glare, transportation and circulation, noise, cultural and paleontological resources, biological resources, and climate change and greenhouse gases. Land use, geology and soils, human health hazards, hydrology, population and housing, public services, utilities and service systems, and water resources were also analyzed in detail in the 2012 General Plan EIR; however, the project was determined to have a **less than significant** impact on these issue areas, with no mitigation required. Additionally, energy and wildfire were added

as environmental issue areas after the release of the 2012 General Plan EIR, and therefore were not discussed in the General Plan EIR.

As disclosed in the 2015 Sunset Hills Townhomes IS/MND, implementation of the Sunset Hills Townhomes project would result in **no impact** on agricultural resources and **less than significant** impacts on aesthetics, air quality, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation and traffic, and utilities and service systems, with no mitigation required. Biological resources and cultural resources were also analyzed in detail and were determined to have a **less than significant impact with mitigation**, while mineral resources were determined to have been adequately analyzed in the General Plan EIR with no further analysis required.

As disclosed in the 2016 South Whitney Mixed Use Townhomes and Medical Center IS/MND, implementation of the South Whitney Townhomes project would result in **no impact** on agricultural resources and **less than significant** impacts on aesthetics, air quality, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation and traffic, and utilities and service systems, with no mitigation required. Biological resources and cultural resources were also analyzed in detail and were determined to have a **less than significant impact with mitigation**, while mineral resources were determined to have been adequately analyzed in the General Plan EIR with no further analysis required.

The proposed project would not result in changes to any of the prior conclusions, as described below under Environmental Analysis.

5.0 ENVIRONMENTAL ANALYSIS

This Addendum includes the following analysis to demonstrate that environmental impacts associated with the proposed project are consistent with those disclosed in the 2015 and 2016 IS/MNDs.

5.1 AESTHETICS

5.1.1 Summary of Prior Environmental Analysis

As a "program EIR" under CEQA Guidelines section 15168, the 2012 General Plan EIR analyzed the anticipated impacts that would occur to the visual character of the General Plan Area as a result of the future urban development that was contemplated by the General Plan. The General Plan EIR found that implementation of the 2012 General Plan would have no impact on scenic vistas or state scenic highways since there are no designated scenic vistas or officially designated state scenic highways in the City or General Plan Area. The General Plan EIR concluded, however, that implementation of the 2012 General Plan would have significant and unavoidable impacts on the existing visual quality and would create a new source of substantial light or glare. Mitigation measures to address these impacts were incorporated into the General Plan in the Land Use and the Open Space, Conservation, and Recreation Elements as goals and policies, and included policies that encourage the use of design standards for unique areas and the protection of natural resources, including open space areas, natural resource areas, hilltops, waterways and oak trees, from the encroachment of incompatible land uses. The General Plan EIR ultimately determined that impacts to aesthetic resources would be significant and unavoidable.

The 2015 Sunset Hills IS/MND tiered off of the General Plan EIR, and found that implementation of the 2015 Sunset Hills Townhomes project would have no impact on scenic vistas or state scenic highways as there are no designated scenic vistas or officially designated state scenic highways within the City or on the Sunset Hills Townhomes project site. The 2015 IS/MND went on to determine that while the Sunset Hills Townhomes project required approval of a rezone and would change the visual nature of the project site, the change in the aesthetics of the visual nature or character of the site and its surroundings would be consistent with development anticipated by the City's General Plan. The 2015 IS/MND also included all applicable mitigation measures from the General Plan EIR, including the mitigation measures for aesthetic/visual impacts incorporated as goals and policies in the General Plan, to serve as uniformly applied development policies and standards or conditions of approval for the Sunset Hills Townhomes project to ensure consistency with the General Plan. Thus, since the Sunset Hills project site would be developed with typical urban uses that are consistent and compatible with surrounding existing and anticipated future development, the IS/MND concluded that implementation of the Sunset Hills Townhomes project would have a less than significant impact on the existing visual quality and that there would be no new impact compared to what was analyzed in the City's General Plan EIR.

The 2016 South Whitney IS/MND also tiered off of the General Plan EIR, and found that implementation of the South Whitney Mixed Use project would have no impact on scenic vistas or state scenic highways as there are no designated scenic vistas or officially designated state scenic highways in the or on the South Whitney project site. The 2016 IS/MND went on to determine that the change in the aesthetics of the visual nature or character of the site and the surroundings from implementation of the South Whitney project is consistent with the surrounding development and the future development that is anticipated by the City's General Plan. The 2016 IS/MND concluded that the South Whitney project does not result in a change to the General Plan EIR finding because the site would be developed with typical urban uses that are consistent and compatible with surrounding existing and anticipated future development, and there would be a less than significant impact to aesthetic resources with no new impact compared to what was analyzed in the General Plan EIR.

5.1.2 Aesthetics Impacts Associated with the Proposed Project

The 2012 General Plan EIR states that there are no designated scenic vistas in the City. Because recognized or recorded scenic vistas or views, as defined in the CEQA Guidelines, do not exist in the project area, the proposed project is not anticipated to impact scenic vistas or viewsheds. The project site is not located near a state scenic highway or other designated scenic corridor; therefore, impacts to these resources would not be anticipated.

While new and/or increased sources of light and glare would be introduced to the project area, the proposed project would be anticipated to change the visual nature or character of the site and its surroundings in a manner generally anticipated by, and consistent with, urbanization considered in the General Plan. The surrounding area is developed with retail commercial and residential uses. As described in Section 2.0, Project Background, APNs 016-210-011 and 016-240-044 are part of the Sunset Hills Townhomes General Development Plan and were covered by the 2015 IS/MND, while APN 016-24-039 is part of the South Whitney Mixed Use General Development Plan and was covered in the 2016 IS/MND. The Sunset Hills Townhomes project proposed a residential development containing 148 2- to 3-story condominium units and two common area lots, and the Whitney Walk Residential project proposes a residential development containing 140 single-family 2- to 3-story townhome units on APNs 016-210-011 and 016-240-044. The South Whitney Mixed Use project proposed 20 units in four 2- to 3-

story townhome buildings as well as an approximately 7,891-sf medical office building on APN 016-240-039. The Whitney Walk Residential project proposes 30 single-family duet units in 2- to 3-story townhome buildings on 1.28 acres of the parcel. The remainder of the parcel would not be part of the proposed Whitney Walk Residential project.

The proposed Whitney Walk Residential project would have a residential density of 16.7 dwelling units per acre (du/ac), consistent with the 15.5 minimum du/ac established for the PD-R zone in City Ordinances No. 1036, 1052, and the proposed General Development Plan for the Whitney Walk Residential project. Thus, development of the proposed project would not result in new significant aesthetic impacts greater than those identified in the 2015 or 2015 IS/MNDs. Additionally, the proposed residences would be designed and constructed to match the visual character of surrounding residential and commercial developments. Construction of the proposed project would not interfere with scenic corridors or scenic highways.

Although the proposed project would result in an increase in nighttime lighting at the site, the proposed Whitney Walk Residential community would not significantly worsen lighting impacts over what was identified in the 2015 or 2016 IS/MNDs. As a part of the design and development review process for this project, the City will require that "all exterior lighting shall be designed and installed to avoid adverse glare on adjacent properties. Cut-off shoebox type lighting fixtures, or equivalent, shall be used and mounted such that all light is projected directly toward the ground. The lighting design plan shall be approved by the Director of Community Development for compliance with this condition." Adherence to the design and development review process standards would minimize light and glare impacts to a less than significant level. Additionally, compliance with the City's Design Review Guidelines, Zoning Ordinance, and General Plan policies would ensure visual compatibility with existing development. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations. Therefore, aesthetics impacts would be less than significant, and the proposed project would not result in more significant aesthetics impacts than what was evaluated in the 2015 or 2016 IS/MNDs.

5.1.3 Aesthetics Mitigation Measures

No mitigation measures from the 2015 or 2016 IS/MNDs apply to the proposed project.

5.2 AGRICULTURE AND FORESTRY RESOURCES

5.2.1 Summary of Prior Environmental Analysis

Impacts to agricultural resources were not discussed in the 2012 General Plan EIR, but were analyzed in the 2015 and 2016 IS/MNDs. The 2015 Sunset Hills IS/MND tiered off of the General Plan EIR, and found that implementation of the 2015 Sunset Hills Townhomes project would have a less than significant impact on prime farmland, unique farmland, farmland of statewide importance, Williamson Act contracts, forest land, or timberland. The 2016 South Whitney IS/MND also tiered off of the General Plan, and found that implementation of the 2016 South Whitney Townhomes project would have no impact on agricultural or forestry resources.

The 2015 IS/MND determined that APNs 016-210-011 and 016-240-044 are not considered prime farmland, agricultural or forestry lands. The IS/MND analyzed that the proposed Sunset Hills

Townhomes project would not result in the conversion of designated prime farmlands to non-agricultural use, nor would it result in the conversion of forest land to non-forest use. Additionally, the Sunset Hills Townhomes project site is zoned for urban land uses and is not located adjacent to land in productive agriculture or lands zoned for agricultural uses or timberland production, and would not conflict with Williamson Act contracts. Thus, the IS/MND concluded that the proposed project would have a less than significant impact on agricultural and forestry resources and no mitigation would be required.

The 2016 IS/MND determined that APN 016-240-039 is not prime farmland, active agricultural, or forestry land. The site has not been in active agricultural use for more than 20 years, and has been zoned for urban development for more than 10 years. Therefore, the IS/MND analyzed that the proposed South Whitney Townhomes project would not result in the conversion of designated prime farmlands to non-agricultural use, nor would it result in the conversion of forest land to non-forest use. Additionally, the project site is not located adjacent to land in productive agriculture or lands zoned for agricultural uses or timberland production. Thus, the IS/MND concluded that the proposed South Whitney Townhomes project would have no impacts to agricultural and forestry resources and no mitigation would be required.

5.2.2 Agriculture and Forestry Resources Impacts Associated with the Proposed Project

Implementation of the proposed project would occur within the boundaries of the 2015 and 2016 IS/MNDs as described above, and would thus not be located on land considered as prime farmland, agricultural land, zoned for agricultural use, forest land, or under a Williamson Act contract. According to the Farmland Mapping and Monitoring Program of the California Department of Conservation, the proposed project site is classified as Urban and Built-Up Land and does not contain any Prime Farmland or Farmland of Statewide Importance (CDC 2025a). The proposed project site does not contain agricultural or forest land, and is not used or zoned for agricultural or timberland production. Implementation of the proposed project would have no impacts to agriculture and forestry resources, and the proposed project would have no new impacts compared to what was previously analyzed in the 2012 EIR or 2015 and 2016 IS/MNDs.

5.2.3 Agriculture and Forestry Resources Mitigation Measures

Because there would be no impacts to agriculture and forestry resources, no mitigation is required.

5.3 AIR QUALITY

5.3.1 Summary of Prior Environmental Analysis

As a “program EIR” under CEQA Guidelines section 15168, the 2012 General Plan EIR analyzed the anticipated impacts that would occur to regional air quality as a result of the future urban development that was contemplated by the General Plan. These impacts included 8-hour ozone attainment, short-term construction emissions, operational air pollutants, increases in criteria pollutants, odors, and regional air quality impacts (City 2011). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use, the Open Space, Conservation, and Recreation, and the Circulation Elements, and include policies that encourage a mixture of land uses, provisions for non-

automotive modes of transportation, consultation with the Placer County Air Pollution Control District (PCAPCD), and the incorporation of stationary and mobile source control measures.

The 2012 General Plan EIR concluded that, despite these goals and policies, significant air quality impacts would occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the General Plan and other development within the air basin as a whole would result in the following: violations of air quality standards as a result of short-term emissions from construction projects, increases in criteria air pollutants from operational air pollutants and exposure to toxic air contaminants, the generation of odors and a cumulative contribution to regional air quality impacts. Findings of fact and a statement of overriding consideration were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

The 2015 Sunset Hills IS/MND analyzed that construction activities associated with the Sunset Hills Townhomes project would involve the use of diesel- and gasoline-powered equipment that would generate emissions of criteria air pollutants. However, the IS/MND determined that the project's short-term construction-related emissions would be below the PCAPCD thresholds of significance and that therefore, construction activities associated with the development of the proposed project would not substantially contribute to the PCAPCD's non-attainment status for ozone and PM. The IS/MND concluded that the project would be considered to have a less than significant impact associated with construction emissions. Additionally, the IS/MND analyzed that the proposed project's operational emissions are anticipated to be lower than that which could be generated by the level of development that was anticipated in the General Plan EIR. The IS/MND also concluded that sensitive receptors would not be exposed to significant levels of pollutant concentrations and impacts related to exposing sensitive receptors to substantial pollutants would be less than significant, and that the proposed project would not create objectionable odors nor would the future residents or of the project be substantially affected by any existing objectionable odors. The IS/MND included project-specific mitigation measures such as Mitigation Measure III.-1, requiring the prohibition of wood burning appliances, and Mitigation Measure III.-2, requiring payment of off-site mitigation fees. Overall, the IS/MND determined that compliance with the mitigation measures incorporated into the General Plan goals and policies and project-specific mitigation measures would reduce impacts to air quality to a less-than-significant level.

The 2016 South Whitney IS/MND analyzed that construction exhaust emissions would be generated from construction equipment, vegetation clearing and earth movement activities, construction workers' commute, and construction material hauling for the entire construction period, and that the aforementioned activities would involve the use of diesel- and gasoline-powered equipment that would generate emissions of criteria air pollutants. However, the IS/MND concluded that the South Whitney Townhomes project's short-term construction-related emissions are not anticipated to exceed the PCAPCD's significance thresholds for emissions of ROG, NOx and PM_{10}, which means the proposed project would have less than significant construction-related impacts to air quality. No project-specific mitigation measures were included.

5.3.2 Air Quality Impacts Associated with Proposed Project

An Air Quality and Greenhouse Gas Impact Analysis was prepared to analyze potential air quality and greenhouse gas (GHG) emission impacts resulting from implementation of the Proposed Project (HELIX 2025). As discussed in the Air Quality and Greenhouse Gas Impact Analysis, implementation of the

proposed project would not significantly contribute to local emissions in the area during both construction and operation. Construction and operational emissions were calculated using the California Emissions Estimator Model (CalEEMod) version 2022.1.0 software. Modeling assumptions are provided in the technical report referenced as Appendix B, available for review during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA. The estimated emissions are provided below.

5.3.2.1 Consistency with Air Quality Plans

The PCAPCD along with other local air districts in the Sacramento region are required to comply with and implement the State Implementation Plan (SIP) to demonstrate how and when the region can attain the federal ozone standards. Accordingly, the Sacramento Metropolitan Air Quality Management District (SMAQMD) prepared the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan* in December 2008, with input from the other air districts in the region. The Placer County Air District adopted the Plan on February 19, 2009. California Air Resources Board (CARB) determined that the Plan meets Clean Air Act requirements and approved the Plan on March 26, 2009, as a revision to the SIP. An update to the Plan, the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan* (2013 SIP Revisions), has been prepared and was approved and adopted on September 26, 2013. The *2013 Revisions to the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan* (2013 Plan) have been submitted to the US Environmental Protection Agency as a revision to the SIP. Accordingly, the 2013 Plan is the applicable air quality plan for the proposed site. A project would conflict with, or obstruct, implementation of the 2013 Plan if that project generates greater emissions than what has been projected for the site in the emission inventory of the 2013 Plan. Both the 2015 Sunset Hills IS/MND and the 2016 South Whitney IS/MND analyzed this impact and determined that the proposed projects would not generate vehicle trips greater than the number that could be generated if the project site was built out per the Retail Commercial land use designation that was in place at the time that emission inventories were conducted for the 2013 Plan.

5.3.2.2 Construction Emissions

During construction of the proposed project, various types of equipment and vehicles would temporarily operate on the site. Construction-related emissions would be generated from construction equipment, vegetation clearing and earth movement activities, construction workers' commute, and construction material hauling for the entire construction period. Construction activities would include demolition, site preparation, grading, underground utilities (trenching), paving, building construction, and architectural coatings. Construction was assumed to occur five days per week with equipment operating for up to eight hours per day. Per the project engineer, 22,500-CY of soil would be exported during grading, and a water truck would be provided for fugitive dust control. The aforementioned activities would involve the use of diesel- and gasoline-powered equipment that would generate emissions of criteria pollutants. The proposed project construction activities also represent sources of fugitive dust, which include particulate matter (PM) emissions. Estimated unmitigated construction-related emissions for the existing land use designation scenario and the proposed project are presented in

Table 2: Maximum Unmitigated Construction Emissions (lbs/day)

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Table 2: Maximum Unmitigated Construction Emissions (lbs/day)

	ROG	NO_X	PM_{10}
Maximum Daily Construction Emissions	9.8	35.9	6.3
PCAPCD Significance Threshold	**82.0**	**82.0**	**82.0**
Exceeds Threshold?	***No***	***No***	***No***

Source: CalEEMod (output data is provided in Appendix A of Appendix B); Thresholds PCAPCD 2017
ROG = reactive organic gas; NO_X = nitrogen oxides; PM_{10} = particulate matter 10 microns or less in diameter

As shown in Table 2, the proposed project's construction-related emissions would be significantly below the applicable PCAPCD thresholds of significance for ROG, NO_X, and PM_{10}. Additionally, the City requires project applicants to sign the City's "Mitigation for Air Quality Impacts" form and agree that the mitigation measures listed on the form would be incorporated as part of the proposed project's description. An essential mitigation obligation is the preparation of a Construction Emission/Dust Control Plan in compliance with PCAPCD regulations. Therefore, prior to the construction of the proposed project, the project applicant would be required to prepare a Construction Emission/Dust Control Plan prior to commencement of any grading or building construction activities and would then be reviewed and approved by either the PCAPCD or the City Engineer. Additionally, the project would be required to comply with PCAPCD rules and regulations related to construction emissions.

Because the proposed project's estimated unmitigated construction emissions of ROG, NO_X, and PM_{10} would be below the applicable PCAPCD thresholds of significance, construction activities associated with development of the proposed project would not contribute to the PCAPCD's nonattainment status for ozone. Accordingly, construction of the proposed project would not violate any ambient air quality standards (AAQS) or contribute substantially to an existing or projected air quality violation, and there would be a less than significant impact.

5.3.2.3 Operational Emissions

Operational emissions of ROG, NO_X, and PM_{10} would be generated by the proposed project and would include mobile (transportation), area, energy, water/wastewater, solid waste, and refrigerants. Day-to-day activities, such as the future resident vehicle trips to and from the site, would make up the majority of the mobile emissions. Area sources include emissions from landscaping equipment, the use of consumer products, and the reapplication of architectural coatings for maintenance. Per the project engineer, the proposed project would be all electric and the project would not include fireplaces or wood stoves.

The maximum unmitigated operational emissions for the existing land use designation scenario and the proposed project are presented in

Table 3: Maximum Unmitigated Operational Emissions (lbs/day)

. As shown, the project's operational emissions of ROG, NO_X and PM_{10} would be significantly below the applicable PCAPCD thresholds of significance. Accordingly, the project's operational emissions would not substantially contribute to the Placer County nonattainment status for ozone and PM_{10}, and the proposed project would have a less than significant impact.

Table 3: Maximum Unmitigated Operational Emissions (lbs/day)

	ROG	NO_X	PM_{10}
Maximum Daily Operational Emissions	7.1	5.1	9.2
PCAPCD Significance Threshold	**55.0**	**55.0**	**82.0**
Exceeds Threshold?	***No***	***No***	***No***

Source: CalEEMod (output data is provided in Appendix A of Appendix B); Thresholds PCAPCD 2017

5.3.2.4 Sensitive Receptors

Some land uses are considered more sensitive to air pollution than others, due to the types of population groups or activities involved. Heightened sensitivity may be caused by health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly, and those with existing health problems are especially vulnerable to the effects of air pollution. Sensitive receptors are typically defined as facilities where sensitive receptor population groups (i.e., children, the elderly, the acutely ill, and the chronically ill) are likely to be located. Accordingly, land uses that are typically considered to be sensitive receptors include residences, schools, playgrounds, childcare centers, retirement homes, convalescent homes, hospitals, and medical clinics. The closest existing sensitive receptors to the project site are the Rocklin Sunset Townhomes located approximately 40-feet across Chalmette Court and west of the project site. Additional existing sensitive receptors are single family homes located approximately 80-feet across Chalmette Court and southwest of the project site. The closest school to the project site is Parker Whitney Elementary School, located approximately 1,618-feet (0.3-mile) to the northwest. There are no hospitals within 0.5-mile of the project site. The proposed project would have a less than significant impact on sensitive receptors as further discussed below.

Localized CO Emissions

Vehicle exhaust is the primary source of CO in California. In an urban setting, the highest CO concentrations are generally found near congested intersections. Under typical meteorological conditions, CO concentrations tend to decrease as distance from the emissions source (i.e., congested intersection) increases. Project-generated traffic has the potential of contributing to localized "hot spots" of CO off-site. Because CO is a byproduct of incomplete combustion, exhaust emissions are worse when fossil-fueled vehicles are operated inefficiently, such as in stop-and-go traffic or through heavily congested intersections. However, the volume of traffic required for CO concentrations to exceed the NAAQS and CAAQS is very high. The Bay Area Air Quality Management District (BAAQMD) provide screening guidance in their CEQA Guidelines concerning the volume of traffic which could result in a CO Hotspot: intersections which carry more than 44,000 vehicles per hour; or intersections which carry more than 24,000 vehicles per hour and where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, below-grade roadway) (BAAQMD 2022).

The proposed project involves the development of residential uses; thus, the project would introduce sensitive receptors to the area. The highest volume intersection in the project area would be the I-80 and the Rocklin Road interchange, approximately 1.6-miles northeast of the project site. Per the California Department of Transportation (Caltrans) 2022 traffic census, I-80 carries a peak hour traffic volume of 10,500 average daily trips (ADT) at the Rocklin Road interchange (Caltrans 2024). This traffic volume is significantly below the 44,000 vehicles per hour screening level for CO hotpots suggested by the BAAQMD. Therefore, long-term operation of the project would not expose sensitive receptors to substantial localized concentrations of CO and there would be a less than significant impact.

Toxic Air Contaminants (DPM)

There are two gasoline dispensing facilities located in the vicinity of the project site (QuikStop and Chevron located at the intersection of Sunset Boulevard/Whitney Boulevard). The QuikStop has four fuel dispensing stations and is located approximately 115-feet from the project boundary and the Chevron has eight fuel dispensing stations and is located approximately 290-feet from the project boundary. The CARB *Air Quality and Land Use Handbook: A Community Health Perspective* recommends that a 50-foot separation distance be provided for typical fuel dispensing facilities (which the QuikStop and Chevron are based on their number of fuel dispensing stations) and sensitive receptors (the residential component of the project). As the project significantly exceeds the recommended separation distance, the project would not result in an increased exposure to sensitive receptors to localized concentrations of toxic air contaminants (TAC) from gasoline dispensing facilities.

For freeways and roads with high traffic volumes, the CARB *Air Quality and Land Use Handbook: A Community Health Perspective* recommends "Avoid siting new sensitive land uses within 500-feet of a freeway, urban roads with 100,000 vehicles/day, or rural roads with 50,000 vehicles/day." However, as the shortest distance between the South Whitney Project and SR 65 and I-80 is approximately 3,900-feet and 5,300-feet respectively, the project would not be exposed to TAC emissions impact from freeway sources. Considering this information, operation of the project would not expose off-site sensitive receptors to substantial DPM concentrations and there would be a less than significant impact.

Criteria Pollutants

Criteria pollutants are defined by state and federal law as a risk to the health and welfare of the public. In general, criteria air pollutants include the following compounds:

- Ozone (O_3)
- Carbon monoxide (CO)
- Nitrogen dioxide (NO_2)
- Particulate matter (PM), which is further subdivided:
    - Coarse PM, 10 microns or less in diameter (PM_{10})
    - Fine PM, 2.5 microns or less in diameter ($PM_{2.5}$)
- Sulfur dioxide (SO_2)
- Lead (Pb)

Criteria pollutants can be emitted directly from sources (primary pollutants; e.g., CO, SO_2, PM_{10}, $PM_{2.5}$, and lead), or they may be formed through chemical and photochemical reactions of precursor pollutants in the atmosphere (secondary pollutants; e.g., ozone, NO_2, PM_{10}, and $PM_{2.5}$). PM_{10} and $PM_{2.5}$ can be both primary and secondary pollutants. The principal precursor pollutants of concern are reactive organic gases ([ROGs] also known as volatile organic compounds [VOCs])[1] and nitrogen oxides (NO_X).

[1] CARB defines and uses the term ROGs while the USEPA defines and uses the term VOCs. The compounds included in the lists of ROGs and VOCs and the methods of calculation are slightly different. However, for the purposes of estimating criteria pollutant precursor emissions, the two terms are often used interchangeably.

The descriptions of sources and general health effects for each of the criteria air pollutants are shown in Table 1, *Common Sources and Human Health Effects of Criteria Air Pollutants* of Appendix B. Specific adverse health effects on individuals or population groups induced by criteria pollutant emissions are highly dependent on a multitude of interconnected variables such as cumulative concentrations, local meteorology and atmospheric conditions, and the number and characteristics of exposed individuals (e.g., age, gender). Criteria pollutant precursors (ROG and NO_X) affect air quality on a regional scale, typically after significant delay and distance from the pollutant source emissions. Health effects related to ozone and NO_2 are, therefore, the product of emissions generated by numerous sources throughout a region.

Emissions of criteria pollutants from vehicles traveling to or from the project site (mobile emissions) are distributed nonuniformly in location and time throughout the region, wherever the vehicles may travel. As such, specific health effects from these criteria pollutant emissions cannot be meaningfully correlated to the incremental contribution from the project and the proposed project would have a less than significant impact.

5.3.2.5 Pollutants of Principal Concern

Emissions of pollutants have the potential to adversely affect sensitive receptors within the proposed project area. Pollutants of principal concern include emissions leading to odors, emissions of dust, or emissions considered to constitute air pollutants. Air pollutants have been discussed above. Therefore, the following discussion focuses on emissions of odors and dust during construction and operation of the proposed project.

Odors

Odors are generally regarded as an annoyance rather than a health hazard. Due to the subjective nature of odor impacts, the number of variables that can influence the potential for an odor impact, and the variety of odor sources, quantitative methodologies to determine the presence of a significant odor impact do not exist. Certain land uses such as wastewater treatment facilities, landfills, confined animal facilities, composting operations, food manufacturing plants, refineries, and chemical plants have the potential to generate considerable odors. The proposed project would not include any such uses, and residential projects are not typically associated with the generation of unpleasant odors during operation.

Diesel fumes from construction equipment and heavy-duty trucks could be found to be objectionable; however, as addressed above, operation of construction equipment would be regulated by PCAPCD rules and regulations, and would occur intermittently throughout the course of a day. All construction equipment and operation thereof would be regulated per the statewide In-Use Off-Road Diesel Vehicle Regulation. In addition, construction activities would be restricted to certain hours per the City's Construction Noise Guidelines. Overall, construction is temporary, construction equipment would operate intermittently throughout the course of the day, and construction would likely only occur over portions of the improvement area at a time. For the aforementioned reasons, the proposed project would not result in any noticeable objectionable odors associated with construction.

In addition, PCAPCD Rule 205, Nuisance, addresses the exposure of "nuisance or annoyance" air contaminant discharges, including odors, and provides enforcement of odor control. Rule 205 is complaint-based, where if public complaints are sufficient to cause the odor source to be considered a

public nuisance, then the PCAPCD is required to investigate the identified source, as well as determine and ensure a solution for the source of the complaint, which could include operational modifications to correct the nuisance condition. Thus, although not anticipated, if odor or air quality complaints are made upon development of the proposed project, the PCAPCD would be required (per PCAPCD Rule 205) to ensure that such complaints are addressed and mitigated, as necessary. Impacts would be less than significant and would not result in new significant impacts or substantially more severe impacts related to odors than what was previously analyzed in the 2015 and 2016 IS/MNDs.

Dust

As noted previously, construction of projects within Placer County are required to comply with all applicable PCAPCD rules and regulations. The aforementioned rules would act to reduce construction-related dust by implementing dust control measures. For example, PCAPCD Rule 228 requires implementation of dust control measures, such as minimizing track-out on to paved public roadways, limiting vehicle travel on unpaved surfaces to 15-miles per hour, and stabilization of storage piles and disturbed areas. Following construction, vehicles operating within the proposed project site would be limited to paved areas of the site, which would not have the potential to create substantial dust emissions. Thus, proposed project operations would not include sources of dust that could adversely affect a substantial number of people. Impacts would be less than significant and would not result in new significant impacts or substantially more severe impacts related to dust than what was previously analyzed in the 2015 and 2016 IS/MNDs.

5.3.2.6 Cumulative Emissions

By its very nature, air pollution is largely a cumulative impact. The nonattainment status of regional pollutants is a result of past and present development within the region. The project would generate criteria pollutants and precursors in the short-term during construction and the long-term during operation. To determine whether a project would result in cumulatively considerable emissions that would violate an air quality standard or contribute substantially to an existing or projected air quality violation, a project's emissions are evaluated based on the quantitative emission thresholds established by the PCAPCD. Additionally, to aid in determining an individual project's cumulative contribution to regional air quality, the PCAPCD suggests a cumulative threshold of significance for operational emissions of 10 pounds per day for ROG and NO_X. Thus, if the proposed project would result in an increase of more than 10 pounds per day of ROG and/or NO_X (ozone precursors) during operations, the project could potentially result in a significant contribution towards a cumulative air quality impact, and mitigation would be recommended.

As shown in Table 2, *Maximum Unmitigated Construction Emissions*, the project's short-term construction-related emissions are not anticipated to exceed the PCAPCD's significance thresholds for emissions of ROG, NO_X, and PM_{10}. Accordingly, construction activities associated with development of the proposed project would not substantially contribute to the PCAPCD's nonattainment status for ozone and PM_{10}. Additionally, prior to the construction of the proposed project, the project applicant would be required to prepare a Construction Emission/Dust Control Plan prior to commencement of any grading or building construction activities and would then be reviewed and approved by either the PCAPCD or the City Engineer. Thus, the project would be required to comply with PCAPCD rules and regulations related to construction emissions. As shown in Table 3, *Maximum Unmitigated Operational Emissions*, the project's operational emissions of ROG, NO_X and PM_{10} would be below the applicable PCAPCD thresholds of significance and the project's operational emissions would not substantially

contribute to the Placer County nonattainment status for ozone and PM_{10} and the proposed project would not result in a significant contribution towards a cumulative air quality impact. Impacts would be less than significant, and no new or substantially more severe impact would occur compared to what was analyzed in the 2015 and 2016 IS/MNDs.

5.3.3 Air Quality Mitigation Measures

Because of the conclusions of the project-specific Whitney Walk Residential Air Quality and Greenhouse Gas Impact Analysis summarized above, mitigation Measure 4.2-1 from the General Plan EIR as well as Mitigation Measures III.-1 and III.-2 from the Sunset Hills IS/MND would not be applicable to the proposed project. The South Whitney IS/MND did not identify any mitigation measures related to air quality.

5.4 BIOLOGICAL RESOURCES

5.4.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR analyzed the anticipated impacts that would occur to the biological resources of the General Plan Area as a result of future urban development. These impacts included special-status species, species of concern, non-listed species, biological communities and migratory wildlife corridors. Mitigation measures to address these impacts are incorporated into goals and policies in the General Plan in the Open Space, Conservation and Recreation Element, and include policies that encourage the protection and conservation of biological resources and require compliance with rules and regulations protecting biological resources, such as the City of Rocklin Oak Tree Preservation Ordinance. The General Plan EIR concluded that, despite these goals, policies and rules and regulations protecting biological resources, significant biological resources impacts could occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan could impact sensitive biological communities, result in the loss of native oak and heritage trees, and thus result in the loss of oak woodland habitat.

The 2015 Sunset Hills IS/MND tiered off of the General Plan EIR, and found that based on a review of information contained in the General Plan EIR (2012) and a review of the U.S. Fish and Wildlife (USFWS) National Wetlands Inventory database and aerial photography, the site does not contain areas of Waters of the U.S. (wetlands) as defined in the Clean Water Act; therefore impacts to wetland resources are not anticipated. The IS/MND went on to determine that the Sunset Hills project site has the potential, although limited, to contain special-status wildlife species, including potential nesting habitat for raptors and migratory birds, and included Mitigation Measure IV-1 requiring avoidance of construction activities during nesting bird season. The IS/MND determined that implementation of this measure would reduce impacts to nesting raptors and migratory birds to a less than significant level.

The IS/MND went on to find that due to the proximity of local roadways to the site and the amount of surrounding development, the proposed project would not be anticipated to interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, and additionally that since there are no native wildlife nursery sites on the project site or in the immediate vicinity, the project is not anticipated to interfere or impede the use of native wildlife nursery sites.

The Sunset Hills project site, at the time of drafting the 2015 IS/MND, included a total of 88 protected trees within the boundaries of the project site. Three trees were recommended for removal by an arborist, and 50 of the protected trees were proposed for removal as a part of the Sunset Hills Townhomes project. To reduce the severity of potential impacts, the IS/MND included Mitigation Measure IV-2, requiring mitigation consistent with the City's Oak Tree Preservation Ordinance, indication on construction documents of which trees are to be removed, and preparation of a final list by a project arborist. The IS/MND found that implementation of this Mitigation Measure would reduce impacts to a less than significant level, and went on to find that the project site is not within a Habitat Conservation Plan or Natural Community Conservation Plan area, nor is it within a local, regional, or state habitat conservation plan area. Thus, the 2015 Sunset Hills IS/MND ultimately concluded that compliance with the mitigation measures incorporated into General Plan goals and policies and project-specific mitigation measures described above would reduce impacts to biological resources to a less-than-significant level.

The 2016 South Whitney IS/MND also tiered off of the General Plan EIR and determined that the proposed project would have a minor impact on biological resources (largely native and exotic grasses) as site development occurs. Based on a review of information contained in the General Plan EIR (2012) and a review of the USFWS National Wetlands Inventory database and aerial photography, the South Whitney Townhomes and Medical Center project site does not contain areas of Waters of the U.S. as defined in the Clean Water Act; therefore, the IS/MND concluded that impacts to wetland resources are not anticipated.

Similar to the Sunset Hills project site, the South Whitney project site has the potential, although limited, to contain special-status wildlife species, specifically potential nesting habitat for raptors and migratory birds. To address the potential impacts to nesting raptors and migratory birds, the IS/MND included Mitigation IV.-1, as described in the paragraph above. The IS/MND concluded that with implementation of this Mitigation Measure, impacts would be reduced to a less than significant level.

The South Whitney project site is adjacent to Antelope Creek and consistent with City goals and policies, the project established an open space/riparian corridor parallel to the creek that would not be developed and would serve as a wildlife movement corridor. Due to the proximity of local roadways to the site, the amount of surrounding development and the preservation of the open space/riparian corridor, the IS/MND determined that the proposed project is not anticipated to interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors. The IS/MND went on to find that there are no native wildlife nursery sites on the project site or in the immediate vicinity; therefore, the proposed project was not anticipated to interfere or impede the use of native wildlife nursery sites.

While no trees were recommended for removal by an arborist, 22 of the native oak trees on the South Whitney project site were proposed for removal. The IS/MND included Mitigation Measure IV.-2, as described in the paragraph above, to reduce potential impacts to a less than significant level and to ensure compliance with the City's Oak Preservation Ordinance. The IS/MND went on to find that the project site is not within a Habitat Conservation Plan or Natural Community Conservation Plan area, nor is it within a local, regional, or state habitat conservation plan area; therefore, no impact is anticipated. The IS/MND ultimately concluded that compliance with the mitigation measures incorporated into General Plan goals and policies and the project-specific mitigation measure described above would reduce impacts to biological resources to a less-than-significant level.

5.4.2 Biological Resources Impacts Associated with Proposed Project

A Riparian Habitat Assessment was prepared by SWCA in October 2024 to assess riparian habitat adjacent to Antelope Creek and document it in a letter report to assist in the City of Rocklin development planning process. Additionally, an Arborist Report was prepared by California Tree and Landscape Consulting, Inc. (CalTLC) in February 2022. Both reports are incorporated by reference as Appendix C and available for review during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

The site is primarily a disturbed vacant field dominated by normative grasses, native oak trees, and ornamental plantings along the edges adjacent to the existing residential and commercial developments. Based on a review of information contained in the 2012 General Plan EIR and previously conducted environmental analysis, the site does not contain areas of Waters of the U.S. as defined in the Clean Water Act, and impacts to wetland resources are not anticipated with construction and implementation of the proposed project. The project site has the potential, although limited, to contain special-status wildlife species, specifically potential nesting habitat for raptors and migratory birds. However, with implementation of Mitigation Measure IV.-1 from the 2015 and 2016 IS/MND requiring nesting bird surveys, potential impacts would be reduced to a less than significant level and there would be no new significant or substantially more severe impacts.

The surrounding area is partly developed in an urban fashion. The proposed project site is surrounded by Sunset Boulevard, commercial uses, and single-family detached unit residences to the north; open space associated with Antelope Creek, commercial uses, and apartments to the east; Bryce Way and single-family attached and detached residences to the south, and Chalmette Court, Pinnacles Drive, townhomes, and single-family residences to the west. South Whitney Boulevard runs north to south through the project site. Consistent with City goals and policies, the project has established an open space/riparian corridor parallel to the creek that will not be developed and serves as a wildlife movement corridor. Due to the proximity of local roadways to the site, the amount of surrounding development and the preservation of the open space/riparian corridor, the proposed project is not anticipated to interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors and there would be no new significant or substantially more severe impact compared to what was analyzed in the 2015 and 2016 IS/MNDs.

There are no native wildlife nursery sites on the project site or in the immediate vicinity; therefore, the proposed project is not anticipated to interfere or impede the use of native wildlife nursery sites and there would be no new significant or more severe impact than was previously analyzed in the 2015 and 2016 IS/MNDs.

The City regulates the removal of and construction within the dripline of native oak trees with a trunk diameter of 6-inches or more under the Oak Tree Preservation Ordinance and the Oak Tree Preservation Guidelines. Seven oak species and five hybrids between these species are defined as “native oaks” by the City. Per the City’s oak tree ordinance, the diameter at breast height (DBH) of a multiple trunk tree is the measurement of the largest trunk only, and heritage trees are defined as native oak trees with a trunk diameter of 24-inches or more. California Tree and Landscape Consulting, Inc. inventoried and evaluated the trees protected by the Oak Tree Preservation code, Chapter 17.77. A total of 148 trees were evaluated as part of the Arborist Report conducted in 2022, of which 128 were on the project site. All 128 on-site trees are protected by size and species according to the City of Rocklin Tree Preservation

ordinance, 13 of which have heritage status (CalTLC 2022). 49 of the native oak trees are proposed for removal as a part of the development of the Whitney Walk project, five of which have an arborist rating of 0, 1, or 2 indicating a dead or dying tree. The proposed project would implement Mitigation Measure IV.-2 from the 2015 and 2016 IS/MNDs, which implements the recommendations included in the Arborist Report and would reduce potential impacts to oak trees to a less than significant level as well as ensuring compliance with the City's Oak Tree Preservation Ordinance. The proposed Whitney Walk Residential project would not create conflicts with other local policies or ordinances protecting biological resources, and there would be no new significant or substantially more severe impacts compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

The project site is not within a Habitat Conservation Plan or Natural Community Conservation Plan area, nor is it within a local, regional, or state habitat conservation plan area; therefore, no impact is anticipated and there would be no new significant or substantially more severe impacts compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

In conclusion, compliance with the mitigation measures incorporated into General Plan goals and policies and the project-specific mitigation measure described above would reduce impacts to biological resources to a less than significant level, and there would be no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

5.4.3 Biological Resources Mitigation Measures

Although the proposed Whitney Walk Residential site has been previously graded, it has the potential to result in significant impacts to nesting birds and raptors and oak trees. The proposed project would implement Mitigation Measures IV.-1 and IV.-2 from the 2015 and 2016 IS/MNDs as included below. Implementation of such measures would reduce all impacts to below a level of significance. However, consistent with the 2012 EIR, potential impacts to native oak trees, in addition to cumulative impacts to biological resources, would remain significant and unavoidable.

IV.-1 The applicant/developer shall attempt to time the removal of potential nesting habitat for raptors and migratory birds to avoid the nesting season (February - August).

If vegetation removal and/or project grading or construction activities occur during the nesting season for raptors and migratory birds (February-August), the applicant/developer shall hire a qualified biologist approved by the City to conduct pre-construction surveys no more than 14 days prior to initiation of development activities. The survey shall cover all areas of suitable nesting habitat within 500 feet of project activity and shall be valid for one construction season. Prior to the start of grading or construction activities, documentation of the survey shall be provided to the City and if the survey results are negative, no further mitigation is required and necessary tree removal may proceed. If there is a break in construction activities of more than 14 days, then subsequent surveys shall be conducted.

If the survey results are positive (active nests are found), impacts shall be avoided by the establishment of appropriate buffers. The biologist shall consult with the California Department of Fish and Wildlife (CDFW) and the City to determine the size of an appropriate buffer area (CDFW guidelines recommend implementation of 500-foot

buffers). Monitoring of the nest by a qualified biologist may be required if the activity has the potential to adversely affect an active nest.

If construction activities are scheduled to occur during the non-breeding season (September - January), a survey is not required and no further studies are necessary.

IV.-2 Prior to the issuance of improvement plans or grading permits, the applicant shall:

a) Clearly indicate on the construction documents that oak trees not scheduled for removal will be protected from construction activities in compliance with the pertinent sections of the City of Rocklin Oak Tree Preservation Ordinance.

b) Mitigate for the removal of oak trees on the project site consistent with the requirements of the City's Oak Tree Preservation Ordinance (Rocklin Municipal Code Section 17.77.080.B). The required mitigation shall be calculated using the formula provided in the Oak Tree Preservation Ordinance and to that end the project arborist shall provide the following information:

    a. The total number of surveyed oak trees;

    b. The total number of oak trees to be removed;

    c. The total number of oak trees to be removed that are to be removed because they are sick or dying, and

    d. The total, in inches, of the trunk diameters at breast height (TDBH) of all surveyed oak trees on the site in each of these categories.

5.5 CULTURAL RESOURCES

5.5.1 Summary of Prior Environmental Analysis

As discussed in the 2012 General Plan EIR, future development allowed under the proposed General Plan could destroy or alter historic buildings resulting in the loss of historic character-defining features of buildings. Indirect impacts could also occur from conflicts resulting from placing new, modern development next to historic structures. The EIR also analyzed that development under the proposed General Plan Update could directly and indirectly impact significant archaeological or paleontological resources, and included General Plan policies that provide mitigation to bring proposed General Plan impacts to a less than significant level. The EIR concluded that despite these goals and policies, significant cultural resources impacts would occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the General Plan would contribute to cumulative impacts to historic character. Findings of fact and a statement of overriding considerations were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable

The 2015 Sunset Hills IS/MND determined that the project site may contain unknown cultural resources that could potentially be discovered during construction activities, and included Mitigation Measure V.-1 to address the potential discovery of unknown cultural resources. This Mitigation Measure requires that a qualified professional archaeologist, the City's Environmental Services Manager, and the Native

American Heritage Commission (NAHC) be contacted should there be inadvertent discovery of cultural materials such as unusual amounts of shell, charcoal, animal bone, bottle glass, ceramics, burned soil, structure, or building remains within the project site. The 2015 IS/MND went on to determine that with implementation of the mitigation measures incorporated into the General Plan goals and policies as well as implementation of the project-specific Mitigation Measure V.-1, impacts due to development or operation of the Sunset Hills Townhomes project would be less than significant.

The 2016 South Whitney IS/MND determined that, based on a cultural resources report prepared by Peak & Associates, records searches of the North Central Information Center, archival research, field parcel surveys and limited excavation efforts performed by a qualified archaeologist, queries sent to the NAHC and Native American contacts, no prehistoric or historic properties are located within the project site. The field survey conducted as part of the cultural resources assessment resulted in a conclusion that there were no prehistoric or historic period resources located in the project area and thus there were no resources eligible for the California Register. Therefore, the IS/MND concluded that development and operation of the proposed South Whitney Mixed Use Townhomes project would not impact known sites of historical or cultural significance on the project site. However, the IS/MND went on to determine that the project site may contain unknown cultural resources that could potentially be discovered during construction activities, and that implementation of the mitigation measures incorporated into the General Plan goals and policies as well as implementation of the project-specific Mitigation Measure V.-1 described above would reduce potential impacts to be less than significant.

5.5.2 Cultural Resources Impacts Associated with Proposed Project

Assembly Bill (AB) 52 (Chapter 532, Statutes of 2014) established a formal consultation process for California Native American tribes as part of CEQA and equates significant impacts on tribal cultural resources with significant environmental impacts (Public Resources Code Section 21084.2). AB 52 consultation requirements went into effect on July 1, 2015 for all projects that had not already published a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration or published a Notice of Preparation of an Environmental Impact Report prior to that date (Section 11 [c]). Specifically, AB 52 requires that “prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a project, the lead agency shall begin consultation” (21808.3.1 [a]), and that “the lead agency may certify an environmental impact report or adopt a mitigated negative declaration for a project with a significant impact on an identified tribal cultural resource only if” consultation is formally concluded (21082.3[d]). However, in the case of the current proposed project, the lead agency has prepared this Addendum to a previously certified EIR and IS/MND, in accordance with Section 15164 of the CEQA Guidelines. An Addendum was determined to be the most appropriate document because none of the conditions described in Section 15162, calling for preparation of a subsequent EIR or IS/MND, have occurred. The Addendum addresses minor technical changes or additions and confirms that the proposed project is consistent with what was previously analyzed under the certified EIR. As such, the Addendum will not result in an additional certification of an environmental impact report nor will it result in an additional adoption of a mitigated negative declaration; therefore, the AB 52 procedures specified in PRC Sections 21080.3. 1(d) and 21080.3.2 do not apply and no tribal consultation under AB 52 is required.

HELIX prepared a Cultural Resources Assessment (CRA) for the proposed Whitney Walk project, referenced as Appendix D and available for review during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA. HELIX conducted background research and a field survey to prepare the CRA, and requested a records search for the project site at the California Historical

Resources Information System, North Central Information Center (NCIC) at California State University, Sacramento on January 16, 2025. The records search identified eight reports that had previously been conducted within a 0.25-mile radius of the project, and two that included the project site. No previously documented cultural resources were identified within the project site or within a 0.25-mile radius of the project site. Additionally, a HELIX Archaeologist completed a pedestrian survey of the project site, and did not identify any precontact or historic-era cultural materials or features. On January 21, 2025, HELIX requested a search of the NAHC Sacred Lands File (SLF) to identify recorded locations of Native American sacred sites or human remains within the project site, to which the NAHC responded with a negative results letter. In conclusion, the efforts of the CRA determined that there were no precontact or historic-era cultural resources located within the project site, and therefore the project would not impact known sites of historical or cultural significance. However, the project site may contain unknown historical resources (PRC § 5024.1(c)) or unique archaeological resources (PRC § 21083.2(g)) that could potentially be discovered during construction activities. With Mitigation Measure V.-1 from the 2015 and 2016 IS/MNDs which is described below and requires halting of ground disturbing activities in the case of inadvertent discovery of cultural materials, impacts would be reduced to less than significant and the proposed project would have no new or substantially more severe impact than what was previously analyzed in the 2015 or 2016 IS/MNDs.

5.5.3 Cultural Resources Mitigation Measures

To address the potential discovery of unknown cultural resources, Mitigation Measure V.-1 from the 2015 and 2016 ISMNDs remains applicable to the project:

V.-1 If an inadvertent discovery of cultural materials (e.g., unusual amounts of shell, charcoal, animal bone, bottle glass, ceramics, burned soil, structure/building remains) is made during project-related construction activities, ground disturbances in the area of the find shall be halted and a qualified professional archaeologist, the City of Rocklin Environmental Services Manager and the Native American Heritage Commission shall be notified regarding the discovery. The archaeologist shall determine whether the resource is potentially significant as per CEQA (i.e., whether it is a historical resource, a unique archaeological resource, or a unique paleontological resource) and shall develop specific measures to ensure preservation of the resource or to mitigate impacts to the resource if it cannot feasibly be preserved in light of costs, logistics, technological considerations, the location of the find, and the extent to which avoidance and/or preservation of the find is consistent or inconsistent with the design and objectives of the project. Specific measures for significant or potentially significant resources would include, but are not necessarily limited to, preservation in place, in-field documentation, archival research, subsurface testing, and excavation. The specific type of measure necessary would be determined according to evidence indicating degrees of resource integrity, spatial and temporal extent, and cultural associations, and would be developed in a manner consistent with CEQA guidelines for preserving or otherwise mitigating impacts to archaeological and cultural artifacts.

In the event of the accidental discovery or recognition of any human remains, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains, until compliance with the provisions of Sections 15064.5 (e)(1) and (2) of the CEQA Guidelines, as well as PRC Section 5097.98, has occurred. If any human remains are discovered, all work shall stop in the immediate vicinity of the find and the County Coroner shall be notified, according to Section 7050.5 of the California Health and Safety Code. The City's Environmental Services Manager shall also be notified. If the remains are Native American, the

Coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods, and the landowner shall comply with the requirements of AB 2641 (2006).

5.6 GEOLOGY/SOILS

5.6.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR analyzed the anticipated impacts of local soils and geology on development that would occur as a result of the future urban development under the General Plan. These impacts included seismic hazards such as groundshaking and liquefaction, erosion, soil stability, and wastewater conflicts. The EIR found that while development and buildout of the General Plan could result in geological impacts, these impacts would be reduced to a less than significant level through the application of development standards contained in the City's Improvement Standards and Standard Specifications and in the Rocklin Municipal Code, the application of General Plan goals and policies that would assist in minimizing or avoiding geologic hazards and compliance with local, state and federal standards related to geologic conditions. These goals, policies and standards include, but are not limited to, erosion control measures in the City's Improvement Standards and Standard Specifications, the City's Grading and Erosion and Sediment Control Ordinance, the City's Stormwater Runoff Pollution Control Ordinance, and goals and policies in the General Plan Community Safety Element requiring soils and geotechnical reports for all new development, enforcement of the building code, and limiting development of severe slopes. The General Plan EIR concluded that implementation of the General Plan would have a less than significant impact on geology/soils.

The 2015 Sunset Hills IS/MND tiered off of the General Plan EIR, and found that there are two known and five inferred inactive faults within the City, but that existing building code requirements would be adequate to reduce potential seismic hazards related to construction or operation of the Sunset Hills Townhomes project to a less than significant level. Additionally, the IS/MND found that since Rocklin is located over a stable granite bedrock formation and much of the area is covered by volcanic mud rather than unconsolidated soils which have liquefaction tendencies, the potential for liquefaction due to earthquakes and ground shaking on the project site would be minimal and there would be a less than significant impact.

The IS/MND discussed potential impacts related to erosion and/or runoff, finding that since the project proponent would be required to prepare an erosion and sediment control plan through the application of the City's Improvement Standards and Standard Specifications as a part of the City's development review process, the application of standard erosion control measures to the proposed project and compliance with the applicable City ordinances would reduce potential erosion-related impacts from the Sunset Hills Townhomes project to a less than significant level for on-site grading. Additionally, a geotechnical report, prepared by a qualified engineer, would be required with the submittal of the project improvement plans, and through the preparation of such a report and implementation of its recommendations as required by City policy during the development review process**,** impacts associated with unstable soil or geologic conditions would be reduced to a less than significant level. Ultimately, the IS/MND concluded that compliance with the City's development review process, the City's Improvement Standards and Standard Specifications and the Uniform Building Code would reduce any potential geology and soils impacts from construction or implementation of the Sunset Hills Townhomes project to a less than significant level, and no project-specific mitigation would be required.

The 2016 South Whitney IS/MND also tiered off of the General Plan EIR, and found that branches of the Foothill Fault system pass through the City and could pose a seismic hazard to the area including ground shaking, seismic ground failure, and landslides. Construction of the proposed South Whitney Townhomes and Medical Center project would involve clearing and grading of the site, which could render the site susceptible to a temporary increase in erosion from the grading and construction activities. However, the IS/MND determined that existing building code requirements in the City are considered adequate to reduce potential seismic hazards. The IS/MND went on to analyze that the potential for liquefaction on the site is considered minimal due to the stable granite bedrock formation that underlies Rocklin, and that there would be a less than significant impact related to liquefaction.

The IS/MND also analyzed potential erosion-related impacts due to construction and operation of the South Whitney Townhomes project, determining that since the applicant would be required to prepare an erosion and sediment control plan and implement Best Management Practices (BMP), impacts due to construction or operation related erosion would be less than significant. Additionally, the proposed South Whitney Townhomes project would be subject to the provisions of the City's Grading and Erosion Sediment Control Ordinance, which regulates grading activities, ensures avoidance of pollution to watercourses caused by surface runoff, and requires compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit. A geotechnical report would also be required with the submittal of project improvement plans, bringing impacts related to unstable soil or geologic conditions to a less than significant level. No septic tank or alternative wastewater disposal system was necessary for the project, and thus the IS/MND concluded that compliance with the City's development review process, the City's Improvement Standards and Specifications, and the Uniform Building Code would reduce any potential geology and soils impacts from the South Whitney Townhomes project to a less than significant level with no project-specific mitigation measures required.

5.6.2 Geology/Soils Impacts Associated with Proposed Project

Placer County lies between two seismically active regions in the western U.S., and tectonic stresses associated with the North American-Pacific Plate boundary can generate damaging earthquakes along faults 30- to 100-miles to the west of the county. Placer County itself is traversed by a series of northwest-trending faults that are related to the Sierra Nevada uplift. The City of Rocklin is located in an area known to be subject to seismic hazards, but is not near any designated Alquist-Priolo active earthquake faults. While there are two known and five inferred inactive faults that are part of the Foothill Fault System within the City of Rocklin, the proposed project would comply with existing building code requirements to reduce potential seismic hazards related to the construction and operation to a less than significant level.

The City is located over a stable granite bedrock formation and much of the area is covered by volcanic mud rather than unconsolidated soils. Thus, the project site is not located over soils with liquefaction tendencies. Additionally, the project site does not contain significant grade differences, and has an average elevation of approximately 245-ft above mean sea level (amsl). Therefore, the project site does not possess the slope/geological conditions that involve landslide hazards.

Construction of the proposed project would involve some clearing and grading of the site, which could render the site susceptible to a temporary increase in erosion from the grading and construction activities. However, the project proponent would be required to prepare an erosion and sediment control plan through the application of the City's Improvement Standards and Standard Specifications as a part of the City's development review process. The erosion and sediment control plan would be

reviewed against the Placer County Stormwater Management Manual and the Regional Water Quality Control Board's Erosion and Sediment Control Field Manual, and would include the implementation of BMPs to control construction runoff. In addition, the proposed project would comply with the City's Grading, Erosion, and Sedimentation Control Ordinance as well as the Stormwater Runoff Pollution Control Ordinance, which would further reduce potential erosion-related impacts. In conclusion, the application of standard erosion control measures to the proposed project, as well as compliance with the above noted Ordinances, would reduce potential erosion-related impacts to a less than significant level.

A geotechnical report, prepared by a qualified engineer, would be required with the submittal of the project improvement plans, and would provide site-specific recommendations for the construction of all features of the building foundations and structures to ensure that their design is compatible with the soils and geology of the project site. Through the preparation of such a report and implementation of its recommendations as required by City policy during the development review process**,** impacts associated with unstable soil or geologic conditions would be reduced to a less than significant level.

The proposed project does not include installation of septic tanks or alternative wastewater disposal systems, and would tie into the City's existing sewer service. Thus, construction and operation of the proposed Whitney Walk project would have no impacts associated with the disposal of wastewater.

With compliance with the City's development review process and the Uniform Building Code, the proposed project would have a less than significant impact on geology and soils.

5.6.3 Geology/Soils Mitigation Measures

No Mitigation Measures related to geology/soils were identified in the General Plan EIR, the Sunset Hills IS/MND, nor the South Whitney IS/MND.

5.7 GREENHOUSE GAS EMISSIONS

5.7.1 Summary of Prior Environmental Analysis

As a "program EIR" under CEQA Guidelines Section 15168, the General Plan EIR analyzed the anticipated impacts that would occur related to climate change and greenhouse gas emissions as a result of the future urban development that was contemplated by the General Plan. These impacts included consistency with greenhouse gas reduction measure, climate change environmental effects on the City and generation of greenhouse gas emissions (City 2011). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use and Circulation Elements and include goals and policies that encourage the use of alternative modes of transportation and promote mixed use and infill development. The General Plan EIR ultimately concluded that despite these goals and policies, significant greenhouse gas emission impacts would occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the General Plan would result in the generation of greenhouse gas emissions which are cumulatively considerable. Findings of fact and a statement of overriding considerations were adopted by the Rocklin City Council in regard to this impact, which was found to be significant and unavoidable.

The 2015 Sunset Hills IS/MND tiered off the 2012 General Plan EIR, and determined that the project's construction carbon dioxide (CO_2) emissions would be a total of approximately 760.45 MT CO_2e for the project's assumed two-year construction period. Due to the size of the proposed project, the project's estimated construction-related GHG contribution to global climate change would be considered negligible on the overall global emissions scale. The analysis also found that the operation of the project would result in 1,674.11 MT CO_2e on an annual basis. Consistent with the PCAPCD's recommendation, the City as lead agency chose to utilize a threshold of significance for GHG emissions based on the CARB's 2008 Scoping Plan that a development project must show a minimum GHG emission reduction of 15 percent from projected 2020 business as usual (BAU) levels (i.e., 2010 levels) by the year 2020. The projected BAU GHG emissions were estimated to be approximately 19,688.58 MT CO_2e. The project would result in 8.5 percent of the GHG emissions generated by BAU conditions and would result in approximately a 91.5 percent reduction in annual GHG emissions from the projected 2020 BAU level by 2020. Thus, the IS/MND concluded that impacts from construction or operational GHG emissions would be less than significant. The IS/MND went on to determine that short-term construction emissions are a one-time release of GHGs and are not expected to significantly contribute to global climate change of the lifetime of the proposed project. The IS/MND found that as the project's 91.5 percent reduction from BAU exceeds the City's 15 percent minimum reduction threshold per the 2008 CARB Scoping Plan, the proposed project would not be expected to hinder the State's ability to reach the GHG reduction target or conflict with any applicable plan, policy, or regulation related to GHG reduction and the impact would be less than significant.

The 2016 South Whitney IS/MND also tiered off the 2012 General Plan EIR, and determined that GHG emissions associated with construction of the proposed project would be short-term and were estimated to be 283.80 MT CO_2e. The PCAPCD has established GHG thresholds of significance or other guidance for determining the significance of a land use development project's GHG impacts. For project level short-term construction GHG emissions, the PCAPCD has adopted a threshold of 10,000 MT CO_2e per year. For residential land use development projects in an urban area, the PCAPCD has adopted a long-term operational GHG emissions efficiency threshold of 4.5 MT CO_2e per capita per year, or a de minimis level of 1,100 MT CO_2e per year (PCAPCD 2017). The construction GHG emissions would be 283.80 MT CO_2e, which is below the 1,100 MTCO_2e per year threshold. Additionally, due to the size of the proposed project, the project's estimated construction-related GHG contribution to global climate change would be considered negligible on the overall global emissions scale. Thus, the IS/MND concluded that the impact from construction emissions would be less than significant. The IS/MND also analyzed operation GHG emissions for the proposed South Whitney project, and found that the operation of the project would result in 570.83 MT CO_2e on an annual basis. Because the level of emissions is lower than the 1,100 MT CO_2e significance threshold, the IS/MND concluded that the impact from operational emissions would be less than significant. Additionally, the IS/MND analyzed that since the level of emissions is lower than the significance threshold, the proposed project would not hinder the State's ability to reach the GHG reduction target nor conflict with any applicable plan, policy, or regulation related to GHG reduction.

5.7.2 Greenhouse Gas Emissions Impacts Associated with Proposed Project

An Air Quality and Greenhouse Gas Impact Analysis was prepared to analyze potential air quality and GHG emission impacts resulting from implementation of the Proposed Project and is included as Appendix B (HELIX 2025). As discussed in the Air Quality and Greenhouse Gas Impact Analysis, given the relatively small levels of emissions generated by a typical development in relationship to the total amount of GHG emissions generated on a national or global basis, individual development projects are

not expected to result in significant, direct impacts with respect to climate change. However, given the magnitude of the impact of GHG emissions on the global climate, GHG emissions from new development could result in significant, cumulative impacts with respect to climate change. Therefore, the potential for a significant GHG impact is limited to cumulative impacts.

The AQ/GHG Impact Analysis estimated project construction emissions based on the timeline provided by the project engineer and on CalEEMod defaults. Assuming construction would commence in spring 2026 and be completed by early winter 2027, the AQ/GHG Impact Analysis determined that short-term construction of the project would result in a total of 358 MT of CO_2e during 2025, a total of 471 MT of CO_2e during 2026, and a total of 460 MT of CO_2e during 2027 based on the anticipated construction schedule. Thus, based on the temporary nature of construction activities and since GHG emissions would not exceed the PCAPCD project level construction GHG threshold of 10,000 MT CO_2e per year, the proposed Whitney Walk project would have a less than significant impact on construction GHG emissions. The AQ/GHG Impact Analysis estimated project operational emissions based on a 2.6 person per household average (U.S. Census Bureau 2025) for a total population of 442 people generated by the project. As seen in Table 4, *Operational GHG Emissions*, the proposed project would include mobile sources such as passenger cars, trucks, and buses; area sources such as fireplaces; energy sources such as electricity and natural gas; water use; wastewater generation; solid waste disposal; and refrigerants.

Table 4
OPERATIONAL GHG EMISSIONS

Emission Source	2028 Emissions (MT CO_2e per year)
Mobile	1,701.00
Area	2.11
Energy	101.00
Water	9.47
Waste	36.30
Refrigerants	0.31
Total	1,851.00
Total per capita (442 people)	**4.2**
PCAPCD Threshold	*4.5*
Exceed Threshold?	**No**

Source: CalEEMod (output data is provided in Appendix A of Appendix B); de minimis level PCAPCD 2017
GHG = greenhouse gas; MT = metric tons; CO_2e = carbon dioxide equivalent

As shown above, the majority of operational GHG emissions would come from mobile sources. Since emissions would not exceed the PCAPCD's threshold of 4.5 MT CO_2e per capita per year, the proposed project would have a less than significant impact on operational GHG emissions. In summary, implementation of the proposed Whitney Walk project would not result in annual construction or operational GHG emissions which exceed the PCAPCD's thresholds. Therefore, the project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment and would have no new or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

There are numerous State plans, policies, and regulations adopted for the purpose of reducing GHG emissions. Statewide plans and regulations such as GHG emissions standards for vehicles (AB 1493), the LCFS, and regulations requiring an increasing fraction of electricity to be generated from renewable sources are being implemented at the Statewide level; as such, compliance at the project level is not

addressed. Therefore, the project would not conflict with those plans and regulations. Additionally, as discussed above, the proposed project would not exceed the PCAPCD's thresholds. The project would be constructed in accordance with the energy-efficiency standards, water reduction goals, and other requirements contained in the applicable Title 24 Part 6 Building Energy Efficiency Standards and Title 24 Part 11 CALGreen Standards.

A Vehicle Miles Traveled (VMT) analysis was prepared for the project by Kimley Horn (referenced as Appendix E) and is available for review during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA. The VMT analysis compared proposed project VMT against the Placer County VMT per capita threshold to determine if it would result in a significant VMT impact. The County significance thresholds are calculated at 15 percent below the Countywide VMT per capita of 18.16. The analysis found that the project's average VMT per capita is estimated to be 13.75 VMT per capita, which is 1.69 VMT per capita below the County's threshold of 15.44 VMT per capita. Therefore, the project is anticipated to generate at least 15 percent less VMT per capita than the Countywide average and would meet the 15 percent reduction required by SB 743.

In addition, the project site has a General Plan land use designations of HDR, R-C, and RC and is zoned PD-R, OA, and C-2. The project's proposed single-family residential land use would be consistent with the HDR General Plan land use designation. Therefore, the project's contribution to population growth in the City would be consistent with the growth projections in the City's General Plan and the growth projections used to develop the CARB's 2022 Scoping Plan and the SACOG's 2020 RTP/SCS. The proposed Whitney Walk Residential project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs and would have no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

5.7.3 Greenhouse Gas Emissions Mitigation Measures

Because impacts to GHG emissions would be less than significant, no mitigation is required.

5.8 HAZARDS AND HAZARDOUS MATERIALS

5.8.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR addressed Hazards and Hazardous Materials in Chapter 4.7, Human Health/Hazards. The General Plan EIR determined that implementation of the General Plan would greatly enhance the ability to protect the people and property of the city against fire-related loss and damage by continuing to enforce local, state, and federal fire and safety codes, and coordinating with Cal-Fire in the effort to provide fire protection services, fire prevention programs, and fire evacuation routes. Policy S-18, coupled with the existing Rocklin Municipal Code (Chapter 15.04), requires new development to incorporate fire prevention measures including design of sites to provide a fuel reduction area between proposed uses and the wildland-urban interface, inclusion of sprinkler systems, and use of fire-safe planting materials. The General Plan EIR determined that implementation of these policies as well as compliance with the City of Rocklin Municipal Code would reduce potential impacts related to the exposure of people or structures to significant risk of loss of injury or death involving wildland fires to be less than significant.

The 2012 General Plan EIR went on to find that while implementation of the General Plan could result in safety hazards associated with operations at public airports and private airstrips adjacent to areas proposed for development, the General Plan area is not located within the boundaries of an airport land use plan, nor is it located within 2-miles of a public airport, public use airport, or private airport or airstrip, and thus the impact to public airports and private airstrips would be less than significant. The General Plan EIR also found that development could create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials, or through the reasonably foreseeable upset or accidental conditions involving the release of hazardous materials into the environment.

Further, development could occur on a site which is included on a list of hazardous materials sites compiled by Government Code Section 65962.5 and, as a result, create a significant hazard to the public or environment. However, the General Plan EIR concluded that current local, state, and federal standards and the proposed Rocklin General Plan Update's mitigating policies as well as their associated action steps ensure the impact will be less than significant. For emergency response and evacuation plans, the General Plan EIR determined that implementation of the proposed project could impair implementation of or physically interfere with adopted emergency response and evacuation plans. However, the General Plan EIR concluded that the proposed General Plan's mitigating policies and their associated action steps would ensure the impact will be less than significant and also less than cumulatively considerable.

The 2015 Sunset Hills IS/MND tiered off of the 2012 General Plan EIR and determined that construction, operation and maintenance activities would use hazardous materials, including fuels (gasoline and diesel), oils and lubricants; paints and paint thinners; glues; cleaners (which could include solvents and corrosives in addition to soaps and detergents), and fertilizers, pesticides, herbicides and yard/landscaping equipment. While these products may contain known hazardous materials, the IS/MND found that the volume of material would not create a significant hazard to the public through routine transport, use, or disposal and would not result in a reasonably foreseeable upset and accident condition involving the release of hazardous materials. The IS/MND went on to determine that compliance with federal, state, and local laws and regulations addressing hazardous materials management would ensure that there is not a significant impact associated with construction, operation, or maintenance of the proposed Sunset Hills project. Thus, the IS/MND concluded that hazards to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment would be considered less than significant.

The IS/MND went on to analyze impacts related to hazardous materials emissions or handling, and found that although residential projects of this nature would not typically emit any significant amounts of hazardous materials, substances, or waste or be involved in the transportation of hazardous materials, substances, or waste, there are existing rules and regulations that address hazardous materials management and environmental protection and would ensure project impacts are less than significant. Additionally, the IS/MND found that since the Sunset Hills project site is not on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, there would be no impact related to significant hazards to the public or environment associated with nearby known hazardous waste sites.

With regards to airport land use plans or public and private airstrips, the IS/MND found that the proposed project is not located within an airport land use plan or within the vicinity of a private airstrip

and therefore would result in a less than significant safety hazard for people residing or working in the project area. Since the City's existing street system functions as emergency evacuation routes, the IS/MND determined that the Sunset Hills project design and layout would not impair or physically interfere with emergency evacuation routes or impede emergency evacuation plans, and thus would have a less than significant impact. Additionally, the Sunset Hills project was reviewed by the Rocklin Fire Department and was designed with adequate emergency access to reduce the risk or loss, injury, or death involving wildland fires to a less than significant level. Thus, the 2015 IS/MND concluded that compliance with the mitigation measures incorporated into the General Plan goals and policies and applicable City Code and compliance with applicable Federal, State and local laws and regulations would reduce impacts related to hazards and hazardous materials to a less than significant level.

The 2016 South Whitney IS/MND also tiered off of the 2012 General Plan and determined that construction, operation and maintenance activities would use hazardous materials, including fuels (gasoline and diesel), oils and lubricants; paints and paint thinners; glues; cleaners (which could include solvents and corrosives in addition to soaps and detergents), and fertilizers, pesticides, herbicides and yard/landscaping equipment. While these products may contain known hazardous materials, the IS/MND found that the volume of material would not create a significant hazard to the public through routine transport, use, or disposal and would not result in a reasonably foreseeable upset and accident condition involving the release of hazardous materials. The IS/MND went on to determine that compliance with federal, state, and local laws and regulations addressing hazardous materials management would ensure that there is not a significant impact associated with construction, operation, or maintenance of the proposed Sunset Hills project. Thus, the IS/MND concluded that hazards to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment would be considered less than significant.

The proposed South Whitney project would not be located within 0.25-mile of a school, and the IS/MND determined that although townhome and medical center projects of this nature would not typically emit any significant amounts of hazardous materials, substances, or waste or be involved in the transportation of hazardous materials, substances, or waste, there are existing rules and regulations, as indicated above, that address hazardous materials management and environmental protection. Therefore, the IS/MND concluded that a less than significant hazardous materials emission or handling impact would be anticipated.

The South Whitney project site is not on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, however the adjacent QuikStop Market at 2850 Sunset Boulevard was noted as having a permitted Underground Storage Tank (UST) and also as a Leaking UST site. The Leaking UST case was closed by the Regional Water Quality Control Board on September 1, 2006, and thus the IS/MND determined that there would be no significant hazard to the public or to the environment associated with nearby known hazardous waste sites.

With regard to airport land use plans or public and private airstrips, the IS/MND found that the proposed South Whitney project is not located within an airport land use plan or within the vicinity of a private airstrip and therefore would result in a less than significant safety hazard for people residing or working in the project area. Since the City's existing street system functions as emergency evacuation routes, the IS/MND determined that the South Whitney project design and layout would not impair or physically interfere with emergency evacuation routes or impede emergency evacuation plans, and thus would have a less than significant impact.

The South Whitney project was reviewed by the Rocklin Fire Department and was designed with adequate emergency access to reduce the risk or loss, injury, or death involving wildland fires to a less than significant level. Thus, the 2016 IS/MND concluded that compliance with the mitigation measures incorporated into the General Plan goals and policies and applicable City Code and compliance with applicable Federal, State and local laws and regulations would reduce impacts related to hazards and hazardous materials to a less than significant level.

5.8.2 Hazards and Hazardous Materials Impacts Associated with Proposed Project

Construction and operation of the proposed Whitney Walk Residential Project is not anticipated to involve the transportation, use and disposal of large amounts of hazardous materials. Construction activities would involve the transportation, use and disposal of small amounts of hazardous materials, and operation could include the use hazardous materials, including fuels (gasoline and diesel), oils and lubricants; paints and paint thinners; glues; cleaners (which could include solvents and corrosives in addition to soaps and detergents), and fertilizers, pesticides, herbicides and yard/landscaping equipment. However, while these products may contain known hazardous materials, the volume would not create a significant hazard through routine transport, use, or disposal. Additionally, the proposed project would comply with federal, state, and local laws such as Title 8 and 22 of the California Code of Regulations, the Uniform Fire Code, and the California Health and Safety Code to ensure that there is not a significant hazardous materials impact associated with the construction, operation, or maintenance of the proposed project. Thus, hazards to the public or environment involving the release of hazardous materials into the environment would be considered less than significant, and there would be no new significant or substantially more severe impact than what was previously analyzed in the 2015 and 2016 IS/MNDs.

The proposed project is not located within 0.25-mile of a school, and would construct a residential development consisting of single-family attached and detached townhomes. Projects of this nature do not typically emit significant amounts of hazardous materials, substances, or waste and are not involved in the transportation of hazardous materials, substances, or waste. However, as described above, compliance with federal, state, and local laws would address hazardous materials management and environmental protection. Construction and operation of the proposed project would have a less than significant impact, and there would be no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

The Whitney Walk Residential project site is not on the Cortese List, which identifies public drinking water wells with detectable levels of contamination, hazardous substance sites selected for remedial action, sites with known toxic material identified through the abandoned site assessment program, sites with Underground Storage Tanks (UST) having a reportable release and all solid waste disposal facilities from which there is known migration. The Department of Toxic Substances Control (DTSC) EnviroStor database and State Water Resources Control Board GeoTracker database were searched on March 21, 2025 and no open hazardous sites were identified on the proposed project site. 6303 Emerald Drive, located 0.35-mile east of the proposed project, was included in the DTSC EnviroStor database as having contaminated soil and halogenated solvents present. However, site screening was completed by the DTSC on May 10, 2000 and it was determined that no further action was required.

In October, 2018, GRS prepared a Phase I Environmental Site Assessment (ESA) for the subject properties. The Phase I ESA did not identify any Recognized Environmental Conditions (REC) at the site.

However, the project applicant requested a soil gas survey to determine whether the property has been impacted by off-site facilities. As such, GRS initiated a Phase II Environmental Assessment Limited Subsurface Investigation for the subject site in January 2019. The results of that investigation found that elevated concentrations of volatile organic compounds (VOC) – primarily benzene and ethylbenzene – were present in subsurface vapor samples collected from various locations across the site. GRS concluded that these elevated concentrations were likely from a historical off-site release from a nearby neighboring gas station. GRS further recommended that if the property were to be developed in the future, "It would be prudent during new construction to install STEGO™ vapor barrier systems under the new building footprints and/or install vapor mitigation systems in general accordance with ASTM E1465-08a".

Consequently, a limited Phase II Soil Vapor Analysis was prepared by Almar Environmental, Inc. (Almar) in November 2019 to determine if future development would, indeed, require a vapor intrusion mitigation system (VIMS). The assessment consisted of the installation, sampling, and analysis of five sub-surface soil vapor sampling points from strategic locations across the project site under the direction of a State of California Professional Geologist. Almar's investigation indicated that VOCs, primarily BTEX compounds including benzene and ethylbenzene, were detected at concentrations exceeding laboratory detection limits in each of the four samples submitted for analysis. Additionally, it indicated that of the detected compounds, only benzene and chloroform were found to exceed the corresponding Regional Water Quality Control Board (RWQCB) Environmental Screening Limits (ESL) for both commercial/industrial and residential properties. Almar concluded that while these chemicals exist at concentrations exceeding ESLs, it does not necessarily warrant an immediate threat to human health and that additional investigations may be warranted.

As such, an updated Phase II Environmental Site Assessment was prepared by Youngdahl Consulting, Inc. (Youngdahl) in October 2024 and attempted to repeat the previous study with the additional collection of total petroleum hydrocarbons soil samples, as well as oxygen and carbon dioxide gases. The updated Phase II ESA is summarized below, referenced as Appendix F, and is available for review during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

The updated Phase II ESA consisted of the collection of soil samples to analyze for total petroleum hydrocarbons (TPH) as diesel, motor oil, and gasoline, as well as soil vapor samples to analyze for VOCs, oxygen, and carbon dioxide. The main contaminants of concern (COC) previously identified by GRS and Almar in soil vapor were VOCs, primarily benzene and ethylbenzene. The three temporary soil vapor wells constructed for Youngdahls's investigation were dug to depths of 5-feet at locations identified from previous Phase II ESA work by Almar, southwest of the location of potentially leaking USTs. These samples identified the presence of benzene, ethyl benzene, toluene, xylenes, and chloroform. The soil gas samples were also analyzed for oxygen and carbon dioxide, with oxygen concentrations ranging from 21 to 22 percent and carbon dioxide from 0.24 to 0.81 percent.

The Department of Toxic Substances Control's (DTSC) Human Health Risk Assessment Note 3, the federal EPA, and the San Francisco RWQCB identify Environmental Screening Levels (ESL) for constituents in soil, air, and tap water. By definition, any detected concentration found to be below its corresponding ESL can be assumed to not pose a significant threat to human health, water resources, or the environment. Of the detected compounds found during this current investigation, none had concentrations exceeding DTSC, USEPA, or San Francisco RWQCB ESLs. The benzene, ethylbenzene, and TPH soil concentrations were all determined to be low enough to meet the State Water Resources Control Board (SWRCB) Low Threat Closure Policy criteria indicating that no further action is needed.

Furthermore, using the 2023 Supplemental Guidance document for screening and evaluating vapor intrusion published by the SWRCB and DTSC relating soil gas concentrations to expected indoor gas concentrations, the presence of oxygen and carbon dioxide shows the presence of a bioattenuation zone in the project site's soil, allowing a bioattenuation factor of 0.001 and a soil gas to indoor air attenuation factor of 0.03. A bioattenuation factor is a measure of how much a contaminant's concentration is reduced due to natural biological processes, such as microbial degradation, as it migrates through the subsurface environment, and is used to account for biodegradation in soil or groundwater before a contaminant reaches indoor air or other receptors.

With a factor of 0.001 and an indoor air attenuation factor of 0.03, contaminant concentrations would be reduced by approximately 99.9 percent due to biological degradation before reaching the point of concern, after which approximately 3 percent of the remaining contaminant in soil gas would transfer into indoor air (Youngdahl 2024). While the detected compounds identified in the investigation are already all at levels below the corresponding ESLs, the presence of a bioattenuation zone would further reduce potential environmental impacts. Chloroform was found in samples at a concentration of 2.6 x 10^{-3} micrograms per cubic meter, however the Youngdahl report determined that chloroform is considered to be a common contaminant due to chlorination of drinking water supplies and is generally not required to undergo mitigation.

Based on the data collected during the investigation, review of historical data, and the above conclusions, Youngdahl concluded that no further environmental action would be required for the proposed project site (Youngdahl 2024), and no vapor barrier system or vapor mitigation system is required for the project. There would be no significant hazard to the public or to the environment associated with nearby known hazardous waste sites, and therefore the proposed project would have a less than significant impact and no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

The proposed Whitney Walk Residential Project is not located within an airport land use plan or within the vicinity of a private airstrip, and there are no public or private airports located within the City. Thus, the proposed project would result in a less than significant safety hazard for people residing or working in the project area, and no new significant or substantially more severe impact than what was previously analyzed in the 2015 and 2016 IS/MNDs.

The proposed Whitney Walk Residential Project would construct two private streets that would connect to South Whitney Boulevard and Chalmette Court. These roads would provide access to the City's existing street system, which functions as emergency evacuation routes. Thus, the project's design and layout would not impair or impede with the street system emergency evacuation route or impede an emergency evacuation plan, and would have a less than significant impact on emergency routes and plans. The project has also been designed to provide emergency access to the Rocklin Fire Department. Fire hydrants would be installed and fire lanes would be marked to reduce the risk of loss, injury or death involving wildland fires. There would be a less than significant impact, and no new significant or substantially more severe impact than what was previously analyzed in the 2015 and 2016 IS/MNDs.

5.8.3 Hazards and Hazardous Materials Mitigation Measures

No Mitigation Measures related to hazards and hazardous materials included in the General Plan EIR, the Sunset Hills IS/MND, nor the South Whitney IS/MND would apply to the proposed project.

5.9 HYDROLOGY/WATER QUALITY

5.9.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR analyzed Hydrology/Water Quality in Chapter 4.9, Hydrology and Water Quality. The EIR determined that implementation of the General Plan could result in a substantial alteration of the existing drainage pattern in the City, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site or may result in a violation of a water quality standard or waste discharge requirement. However, the EIR found that existing development standards in the Municipal Code and the proposed Rocklin General Plan Update's mitigating policies and their associated action steps would ensure the impact would be less than significant.

The EIR went on to analyze potential impacts to groundwater quality, and found that construction and operational activities associated with implementation of the General Plan could result in the degradation of groundwater quality, but that compliance with existing development standards in the Municipal Code and implementation of policies included in the Rocklin General Plan would reduce potential impacts to a less than significant level. The EIR also determined that implementation of the General Plan is not expected to result in a depletion of groundwater supplies nor would it interfere with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table, and that impacts would be less than significant.

Regarding drainage impacts, the EIR analyzed that construction and operation of the General Plan could result in a substantial alteration of an existing drainage pattern, including through the alteration of the course of a stream or river, which may substantially increase the rate of amount of surface runoff in a manner which would result in flooding on- or off-site or could result in the creation or contribution of runoff water which would exceed the capacity of existing or planned stormwater drainage system. The EIR concluded that since the General Plan would be developed in accordance with City and Placer County Flood Control and Water Conservation District (PCFCWCD) development standards, and with inclusion of the goals and policies listed in the General Plan, proposed impacts would be reduced to a less than significant level.

The General Plan EIR went on to analyze flood impacts, finding that buildout of the General Plan could result in the placement of housing within a 100-year flood hazard area, and may impede or redirect flood flows or expose people or structures to a significant risk of loss, injury, or death involving flooding. The EIR determined that existing development standards in the City Municipal Code and proposed policies included in the City General Plan would reduce potential impacts to a less than significant level.

Regarding potential impacts related to risk of seiche, tsunami, or mudflow, the EIR found that General Plan policies such as ones requiring site-specific geotechnical studies and engineering analysis of new development projects would ensure that, while implementation of the General Plan is not expected to be impacted from inundation by seiche, tsunami, or mudflow, there would be a less than significant impact. Finally, the EIR determined that implementation of the General Plan could contribute to cumulative flood conditions downstream by increasing impervious surfaces and altering drainage conditions in the Planning Area. However, EIR concluded that existing City and PCFCWCD development standards and the proposed Rocklin General Plan Update's mitigating policies and their associated action steps ensure the cumulative impact would be less than significant.

The 2015 Sunset Hills IS/MND tiered off of the 2012 General Plan and analyzed potential impacts to hydrology/water quality resulting from the development and operation of 148 air space condominium units and two common area lots on an approximately 11.2-acre project site. The IS/MND determined that grading activities associated with the proposed Sunset Hills project that would remove vegetation and expose soil to wind and water erosion could potentially impact water quality. Waterways in the Rocklin area have the potential to flood and expose people or structures to flooding, and the IS/MND found that the Sunset Hills project would result in the creation of additional impervious surfaces. The IS/MND analyzed potential impacts related to stormwater runoff and found that since stormwater runoff from the Sunset Hills project site would be collected in stormwater drainage pipes and would be directed through water quality treatment devices (included as BMPs) before entering the City's storm drain system to filter out potential pollutants, and since the City's storm drain system maintains the necessary capacity to support development on the Sunset Hills project site, violations of water quality standards or waste discharge requirements would not be anticipated and there would be a less than significant impact.

Additionally, the IS/MND determined that the Sunset Hills project would be subject to the provisions of the City's Grading and Erosion and Sediment Control Ordinance, which regulates grading activities on all property within the City to safeguard life, limb, health, property, and public welfare; to avoid pollution of watercourses with nutrients, sediments, or other earthen materials generated or caused by surface runoff on or across the permit area; to comply with the City's NPDES permit; and to ensure that the intended use of a graded site is consistent with the General Plan, provisions of the California Building Standards Code as adopted by the City relating to grading activities, City of Rocklin improvement standards, and any applicable specific plans or other land use entitlements. The ordinance also establishes rules and regulations controlling grading and erosion control activities, establishes the administrative procedure for the issuance of permits, and provides for approval or plans and inspection of grading construction and erosion control plans for all sites.

In addition to the Grading and Erosion and Sediment Control Ordinance, the City of Rocklin Municipal Code Stormwater Runoff Pollution Control Ordinance prohibits the discharge of any materials or pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater, into the municipal storm drain system or watercourse and requires the preparation of a stormwater pollution prevention plan (SWPPP). The IS/MND determined that with compliance with the aforementioned ordinances and with goals and policies included in the General Plan EIR, there would be a less than significant impact related to runoff and stormwater discharge.

The IS/MND went on to find that the Sunset Hills project would not substantially alter the existing drainage pattern of the site or area because the City's policies of requiring new developments to detain on-site drainage such that the rate of runoff flow is maintained at pre-development levels and to coordinate with other projects' master plans to ensure no adverse cumulative effects would be applied. The Sunset Hills project also proposed to comply with City policies by using a stormwater basin for detention to accommodate the proposed project's drainage runoff flows. The IS/MND concluded that substantial erosion, siltation or flooding, on- or off-site, and exceedance of the capacity of existing or planned drainage systems would not be anticipated to occur and that the Sunset Hills project would have a less than significant impact.

Finally, the IS/MND determined analyzed that since the Sunset Hills project is located in Zone X on FEMA Map Panel 06061CO477G, effective November 21, 2021, the project site is not located within a 100 or 500-year flood zone. The IS/MND concluded that since the Sunset Hills project site is also not located

within the potential inundation area of any dam or levee failure, nor is it located near any significant bodies of water or steep hills, it would not expose people or structures to a significant risk of loss, injury, or death as a result of flooding. The IS/MND ultimately concluded that construction and implementation of the Sunset Hills Townhomes project would have a less than significant impact.

The 2016 South Whitney IS/MND also tiered off of the General Plan EIR and analyzed potential impacts to hydrology/water quality related to the development and operation of a mixed-use community consisting of townhomes in four buildings totaling 20 units and a medical office building totaling approximately 7,891-square feet, with associated landscaping, parking and signage on a 2.8-acre site. The IS/MND determined that grading activities associated with the proposed South Whitney project that would remove vegetation and expose soil to wind and water erosion could potentially impact water quality. Waterways in the Rocklin area have the potential to flood and expose people or structures to flooding, and the proposed South Whitney project would result in the creation of additional impervious surfaces.

The IS/MND found that since stormwater runoff from the South Whitney project site would be collected in stormwater drainage pipes and would be directed through water quality treatment devices (included as BMPs) before entering the City's storm drain system, and since the City's storm drain system maintains the necessary capacity to support development on the proposed South Whitney project site, violations of water quality standards or waste discharge requirements would not be anticipated.

Additionally, the IS/MND determined that the proposed South Whitney project would be subject to the provisions of the City's Grading and Erosion and Sediment Control Ordinance and the Stormwater Runoff Pollution Control Ordinance. The IS/MND determined that with compliance with the aforementioned ordinances and with goals and policies included in the General Plan EIR, there would be a less than significant impact related to runoff and stormwater discharge. The IS/MND found that, with application of City policies requiring new developments to detain on-site drainage such that the rate of runoff flow is maintained at pre-development levels and to coordinate with other projects' master plans to ensure no adverse cumulative effects, the proposed project would not substantially alter the existing drainage pattern of the site or area.

Finally, the IS/MND determined that according to FEMA Map Panel 06061CO477F, effective November 21, 2001, the Sunset Hills Townhomes project would be located in Flood Zone X. Flood Zone X indicates that the project sit not located within a 100-year or 500-year flood hazard area, and the IS/MND found that since the project site is not located within the potential inundation area of any dam or levee failure and is not located sufficiently near any significant bodies of water or steep hillsides, the proposed project would not expose people or structures to a significant risk of loss, injury, or death as a result of flooding and there would be a less than significant impact. The IS/MND concluded that construction and operation of the South Whitney project would result in a less than significant impact to hydrology/water quality.

5.9.2 Hydrology/Water Quality Impacts Associated with Proposed Project

The proposed Whitney Walk Residential Project would include the construction and operation of 170 total residential townhome lots on a 12.99-acre site for single-family detached and attached units. Grading and vegetation removal activities could result in the exposure of raw soil materials to the natural elements, potentially increasing the amount of silt and debris carried by runoff. Additionally, since the proposed project is a residential development, residential activities such as the conventional

maintenance of yards, e.g., using fertilizers, herbicides, pesticides, fungicides, and other chemicals in and around the home could cause potential pollutants to enter stormwater runoff. The State Water Resources Control Board is responsible for implementing elements of the Clean Water Act and has issued a statewide General Permit for construction activities within the state. The State General Construction Activity Storm Water Permit is implemented and enforced by Regional Water Quality Control Boards and applies to construction activities that disturb 1-acre or more, such as the proposed project.

In addition, the Rocklin Municipal Code Grading and Erosion and Sedimentation Ordinance as well as the Stormwater Runoff Pollution Control Ordinance would apply to the proposed project, and require the implementation of a SWPPP and associated BMPs. The Whitney Walk Residential Project would be served by stormwater drainage pipes installed as part of the project, which would then direct stormwater through water quality treatment structures and a stormwater basin (as BMP features) before entering the City's storm drain system. Additionally, the City's storm drain system maintains the necessary capacity to support development on the proposed project site. The proposed project would have a less than significant impact on water quality standards or waste discharge requirements, and there would be no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

As part of the City's development review process, the proposed project would be required to prepare an erosion and sediment control plan that would address the potential for polluted water runoff during construction and include the implementation of BMP to control construction site runoff. Since the proposed project would comply with both the City's development review process, the Grading and Erosion and Sedimentation Ordinance, as well as the Stormwater Runoff Pollution Control Ordinance as described in Section 5.9.1 above, impacts related to polluted water runoff would be less than significant. There would be no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

Development of the proposed Whitney Walk Residential project would not alter the course of a stream or river, and would include two on-site stormwater basins (Drainage Basin A and B) for detention to accommodate the proposed project's drainage runoff flows. Drainage Basin A would be surrounded by a rock retaining wall and would be connected to the proposed storm drains along Streets A and B; thus, the proposed project would comply with City policies of requiring new developments to detain on-site drainage such that the rate of runoff flow is maintained at pre-development levels. The proposed project would have a less than significant impact and there would be no new significant or substantially more severe impact than what was previously analyzed in the 2015 and 2016 IS/MNDs.

According to the FEMA National Flood Hazard Layer viewer Map Panel 06061CO477G, effective date November 21, 2001 (FEMA 2025), APNs 016-210-011, 016-240-044, and 016-240-039 are primarily located in Flood Zone X, and a portion of APN 016-240-039 is located within Zone AE. Zone X is classified as an area outside the 100-year flood zone and above the 500-year flood level, while Zone AE delineates the 100-year flood zone. The project footprint has been developed to remain outside of Zone AE, and would not place any buildings or project components within the 100-year floodplain. The project site is also not located within the potential inundation area of any dam or levee failure, nor is the project site located sufficiently near any significant bodies of water or steep hillsides to be at risk from inundation by a seiche, tsunami, or mudflow (FEMA 2025). The proposed project would have a less than significant impact and would have no new significant or substantially more severe impact than what was previously analyzed in the 2015 or 2016 IS/MNDs.

In conclusion, the proposed Whitney Walk Residential Project would comply with the General Plan goals and policies, the Grading and Erosion and Sedimentation Control Ordinance, the Stormwater Runoff Pollution Control Ordinance, and the City's Improvement Standards to reduce impacts to hydrology/water quality to a less than significant level, and there would be no new significant or substantially more severe impacts compared to what was analyzed in the 2015 and 2016 IS/MNDs.

5.9.3 Hydrology/Water Quality Mitigation Measures

No Mitigation Measures related to hydrology/water quality included in the General Plan EIR, the Sunset Hills IS/MND, nor the South Whitney IS/MND would apply to the proposed project.

5.10 LAND USE AND PLANNING

5.10.1 Summary of Prior Environmental Analysis

The General Plan EIR analyzed the anticipated impacts on land use and planning in Chapter 4.1, Land Use. The General Plan EIR determined that no aspect of the proposed General Plan would divide the city or any of its 17 neighborhood areas (i.e., no new roadways or land uses that would divide or disrupt existing land use patterns and established communities), and that future expansion of the boundaries of the City or its Sphere of Influence would be severely limited due to the City being mostly surrounded by the City of Roseville on the south and west, the City of Lincoln on the north, and the Town of Loomis on the east. Therefore, impacts were determined to be less than significant. The General Plan EIR went on to determine that implementation of the proposed project could create conflicts between adjacent land uses including unincorporated Placer County, the City of Lincoln, the Town of Loomis, and the City of Roseville, but that with the Land Use policies from the General Plan in place to safeguard against placement of incompatible uses adjacent to one another, no land use conflicts are anticipated between the Rocklin General Plan Land Use Diagram and adjacent land uses in unincorporated Placer County, the Cities of Roseville and Lincoln, and/or the Town of Loomis; there would be a less than significant impact.

The 2012 General Plan EIR went on to analyze potential impacts to applicable habitat conservation plans. While Placer County has prepared a Placer County Conservation Plan, a Natural Community Conservation Plan, and Habitat Conservation Plan, the City has chosen not to participate and would not be subject to the plans. Therefore, the General Plan EIR concluded that implementation of the General Plan would not result in conflicts with a habitat conservation plan or natural community conservation plan, and there would be no impact. The General Plan EIR ultimately concluded that implementation of the General Plan would have a less than significant impact, and that the General Plan's contribution to cumulative land impacts would also be less than cumulatively considerable.

The 2015 Sunset Hills IS/MND tiered off the General Plan EIR, and included APNs 016-210-011 and 016-240-044 in its analysis. The 11.2-acre project site was designated HDR and was Recreation/Conservation (R/C) on the General Plan land use map, and was zoned Retail Business (C-2) at the time the IS/MND was drafted. The IS/MND determined that the project would require a rezone to Planned Development Residential, 17 units per acre (PD-17) and Open Area (OA) as well as a General Development Plan to allow residential uses on the site as the Sunset Hills Townhomes project proposed, and that with this rezone the proposed project would be consistent with the site's land use and zoning designations. The development of the project would not conflict with land use designations, and it would not be anticipated to have an impact on land use and planning. The IS/MND went on to find that the proposed Sunset Hills project is compatible with the adjacent properties designated for and developed with

Medium-High and Medium Density Residential uses and the adjacent Retail Commercial uses, and that the proposed project is not located within a Habitat Conservation Plan area. Thus, the IS/MND ultimately concluded that compliance with the mitigation measures incorporated into the General Plan goals and policies would ensure that development of the infill site would not result in significant impacts to land use and planning.

The 2016 South Whitney IS/MND also tiered off of the General Plan EIR and determined that 47,104 sf of townhomes in 4 buildings and a 7,891-sf medical office would not physically divide an established community. At the time the IS/MND was drafted, the South Whitney project site was designated on the City's General Plan land use map as Retail Commercial (RC) and was zoned Retail Business (C-2). As part of project approval, the project site required a General Plan Amendment to High Density Residential (HDR) and a Rezone and General Development Plan to Planned Development Residential, 16 dwelling units per acre (PD-16). The IS/MND found that since the C-2 zoning designation is consistent with the Retail Commercial (RC) land use designation and the proposed PD-16 zoning designation is consistent with the proposed HDR land use designation, the proposed project would be consistent with the site's land use and zoning designations upon project approval and the development of the project would not conflict with land use designations and would not be anticipated to have an impact on land use and planning. The IS/MND went on to find that since the proposed project is not located within the area of a habitat conservation plan or natural community conservation plan, there would be no impact. The IS/MND ultimately concluded that compliance with the mitigation measures incorporated into the General Plan goals and policies would ensure that development of the infill site would not result in significant impacts to land use and planning.

5.10.2 Land Use and Planning Impacts Associated with Proposed Project

The proposed Whitney Walk Residential Project is located within an area characterized primarily by low, medium, and high-density residential uses. The project site is surrounded by Sunset Boulevard, commercial uses, and single-family detached unit residences to the north; open space associated with Antelope Creek, apartments, and retail to the east; Bryce Way and single-family attached and detached residences to the south, and Chalmette Court, Pinnacles Drive, townhomes, and single-family detached residences to the west. South Whitney Boulevard runs north to south through the project site. Thus, the proposed project would not divide an established community and there would be no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

The General Plan land use designation for the three currently vacant parcels is: High Density Residential (HDR) for APN 016-240-044; HDR and Recreation-Conservation (R-C) for APN 016-210-011; and HDR, R-C, and Retail Commercial (RC) for APN 016-240-039. The purpose of HDR designated areas is to provide areas for multi-family homes, conveniently near commercial uses, employment centers, arterial and collector streets and other intensive uses. HDR designated places are characterized as areas of multi-family development in close proximity to commercial and public facilities, arterial and collector streets, and other intensive uses, and should have a density of at least 15.5 dwelling units per acre (du/ac) with a population of at least 40 per acre (City 2012).

The zoning designation for APN 016-240-044 is Planned Development – Residential (PD-R), for APN 016-210-011 is PD-R and Open Area (OA), and for APN 016-240-039 is PD-R, OA, and Retail Business (C-2). The PD zone is intended to provide the means for greater creativity and flexibility in environmental design than is provided under the strict application of the zoning and subdivision ordinances, while at

the same time protecting the public health, safety and welfare and property values. Various land uses may be combined in a planned development zone including combinations of residential, commercial, industrial, utility, institutional, educational, cultural, recreational and other uses, provided the combination of uses results in a balanced and stable environment. For a zone to be considered PD, an application is submitted in the form of a general development plan, which would include a map of proposed boundaries and patterns of land use complete with acreage, residential density, and intensity for nonresidential uses. After review by the planning director, the proposed general development plan is submitted to the planning commission as a proposed rezoning of the property to the PD zone.

The project proposal would be primarily located on PD zoned land and has been designated for future residential use (PD-R) in accordance with City of Rocklin Ordinance No. 1036, 1052, and the General Development Plan currently being prepared for the project. The proposed Whitney Walk Residential Project would have a housing density of 16.7 du/ac, consistent with the density requirements included in Ordinance No. 1036,1052, and in the proposed General Development Plan. The proposed project does not propose changes to the General Plan, nor does it propose different land uses at the site from what is proposed in the new General Development Plan or what was certified in Ordinances 1036 and 1052. The proposed project would support the goals in the General Plan related to housing availability in the City, and would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project, adopted for the purpose of avoiding or mitigating an environmental effect. Thus, there would be a less than significant impact and no new impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

The proposed project is not located within the area of a habitat conservation plan or natural community conservation plan; therefore, no impact has been identified and there would be no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

5.10.3 Land Use and Planning Mitigation Measures

Because impacts to land use and planning would be less than significant, no mitigation is required.

5.11 MINERAL RESOURCES

5.11.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR did not contain a chapter dedicated to mineral resources, but did address them in Chapter 4.6, Geology and Soils. The General Plan EIR determined that since the City has no mineral resources as classified by a State Geologist, the General Plan area has no known or suspected mineral resources that would be of value to the region or to residents of the state. Thus, the General Plan EIR concluded that implementation of the General Plan would have no impact on mineral resources.

The 2015 Sunset Hills IS/MND tiered off of the 2012 General Plan EIR and determined that the Sunset Hills project site would not be located on known mineral resources since there are no known or suspected mineral resources located within the City. The IS/MND concluded that construction and operation of the Sunset Hills Townhomes project would have no impact on mineral resources.

The 2016 South Whitney IS/MND also tiered off of the 2012 General Plan EIR and determined that, since there are no mineral resources within the City, there are no known or suspected mineral resources present on the project site. The IS/MND concluded that construction and operation of the South Whitney Townhomes and Medical Center project would have no impact on mineral resources.

5.11.2 Mineral Resources Impacts Associated with Proposed Project

The proposed Whitney Walk Residential Project site is located within the boundaries of the General Plan area, which does not contain known or suspected mineral resources. The proposed project would be constructed on developed open space land which is not used or zoned for mineral extraction. Additionally, the site has not been associated with mineral mining, and therefore there would be no impacts to the loss of a known mineral resource or locally important mineral resource as a result of construction or operation of the proposed project. The proposed Whitney Walk Residential project would have no impact on mineral resources, and would not result in more significant aesthetics impacts than what was evaluated in the 2015 or 2016 IS/MNDs.

5.11.3 Mineral Resources Mitigation Measures

Because impacts to mineral resources would not occur, no mitigation is required.

5.12 NOISE

5.12.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR analyzed noise impacts in Chapter 4.5, Noise, and found that the potential for noise conflicts from development under the proposed General Plan includes conflicts resulting from adjacent land uses and their operational aspects, construction activities and noise sensitive land uses, and exposure to groundborne vibration. While generally addressed through the land use designation and zoning identification process, the General Plan EIR determined that there is the potential that some development allowed under current land use designations and zoning would have operational aspects that could create noise impacts on other adjacent land uses, and that stationary source noise levels from activities on uses for which the City has limited control could result in noise levels that exceed the City's maximum allowable noise standards. The General Plan EIR included goals and actions from the General Plan to reduce potential impacts; however, the General Plan EIR ultimately concluded that it may not be possible to fully mitigate traffic and/or railroad noise in all areas, particularly in existing development that may be constrained due to age, placement, or other factors that limit the feasibility of mitigation.

The 2015 Sunset Hills IS/MND tiered off of the General Plan EIR and determined that potential noise impacts can be categorized into short-term construction noise impacts and long-term or permanent noise impacts. The IS/MND found that since the proposed project would comply with City-adopted standard conditions of project approvals addressing short-term impacts, as well as the City of Rocklin Construction Noise Guidelines, impacts related to ambient noise would be less than significant. The IS/MND went on to find that the project would comply with the City's exterior noise level standard of 60 dB Ldn, and that there would be no airport-related noise impacts. Ultimately, the IS/MND concluded that construction and operation of the proposed Sunset Hills project would have a less than significant impact with compliance with General Plan goals and policies and the City of Rocklin Construction Noise Guidelines.

The 2016 South Whitney IS/MND also tiered off of the General Plan EIR and determined that while development of the South Whitney project could result in an increase in short-term noise impacts from construction activities, but that development and operation of the project was not anticipated to have significant long-term operational noise impacts. The IS/MND found that the proposed project is predicted to comply with the City of Rocklin 60 dB Ldn and 45 dB Ldn exterior and interior noise level standards for residential uses. In addition, the IS/MND found that the project would comply with the City's interior noise level standard for office uses, and that parking lot activities would comply with the City's stationary noise source criteria at the residential portion of the project site. Ultimately, the IS/MND concluded that compliance with General Plan goals and policies and the City of Rocklin Construction Noise Guidelines would reduce noise related impacts to a less-than-significant level.

5.12.2 Noise Impacts Associated with Proposed Project

The following analysis is based on the Noise and Vibration Assessment prepared by HELIX in March 2025 refenced as Appendix G to this document and available for review during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA. The 2015 Sunset Hills IS/MND proposed the development of 26 building lots on an 11.2-acre site containing 148 condominium units and two common area lots, while the 2016 South Whitney IS/MND proposed the construction and operation of a mixed-use development on a 2.8-acre site consisting of four buildings totaling 20 units as well as an approximately 7,891-sf medical office building. Combined, the two IS/MNDs proposed 168 units. The proposed project proposes the development of 170 total residential lots on a 12.99-acre site for single-family detached and attached units, with parcels 016-210-011 and 016-240-044 proposed to be developed with 140 units, and parcel 016-240-039 to be developed with 30 units. The proposed project would include parking and landscaping including two drainage basins, and would no longer include mixed use development or a medical office building.

An on-site source of vibration during project construction would be a vibratory roller (primarily used to achieve soil compaction as part of the foundation and paving construction), which could be used within approximately 40-feet of the existing Rocklin Sunset Townhomes across Chalmette Court to the west. A large vibratory roller creates approximately 0.21-in/sec PPV at a distance of 25-feet (Caltrans 2020). At 40-feet, vibratory roller would create a PPV of 0.125-in/sec, which would not exceed the Caltrans damage potential criteria of 0.4-inch per second PPV for residential buildings in good repair with gypsum board walls. Once operational, the project would not be a source of groundborne vibrations. Therefore, although project construction vibrations may be perceptible to occupants of nearby buildings, the project would not result in the generation of excessive ground-borne vibration or ground-borne noise levels. The impact would be less than significant, and there would be no new significant or substantially more severe impact than what was analyzed in the 2015 and 2016 IS/MNDs.

The Noise and Vibration Assessment determined that the proposed Whitney Walk Residential Project would not exceed thresholds for off-site existing traffic noise levels. The maximum change in CNEL because of project-generated traffic would be 0.8 dBA CNEL along Chalmette Court in the Existing (2024) Plus Project scenario and 0.5 CNEL in the Cumulative (2044) Plus Project scenario. A 0.8 dBA change in ambient noise level would be lower than the threshold and would not be discernable. Therefore, the project's contribution to traffic would not generate a substantial permanent increase in ambient noise levels in the project vicinity.

Potential on-site noise sources could include heating, ventilation and air conditioning (HVAC) systems, and were analyzed as part of the Noise and Vibration Assessment using the CadnaA software. Modeling

assumed one hour of continuous operation of HVAC condensers. Modeled noise levels were analyzed at receivers placed five feet inside the property line of nearby noise sensitive land uses (NSLU) at a height of five feet above the ground. The assessment determined that noise generated on the project site would not exceed the City's General Plan daytime standard of 55 dBA L_{EQ} or nighttime standard of 45 dBA L_{EQ}, measured at 5-feet above the ground and a minimum of 5-feet inside the property line at the nearest residential land uses surrounding the project site. Thus, the impact to ambient noise levels as a result of construction and operation of the proposed Whitney Walk Residential Project would be less than significant, and there would be no new significant or substantially more severe impact than what was analyzed in the 2015 and 2016 IS/MND.

Construction noise impacts would be temporary and would cease completely at the completion of project construction. Construction of the project would require the use of heavy off-road equipment for site demolition, site preparation, grading, installation of underground utilities/infrastructure, construction of new buildings, and paving. The magnitude of the noise impact would depend on the type of construction activity, equipment, duration of each construction phase, distance between the noise source and receiver, and any intervening structures. The closest existing NSLU to the project site are the Rocklin Sunset Townhomes located approximately 40-feet west of the project site across Chalmette Court and single-family homes located adjacent to the project site southeast of South Whitney Boulevard.

Heavy earthmoving equipment would be used during grading and excavation for underground utilities, including rubber-tired dozers, backhoes, and graders. Heavy off-road construction equipment would not all operate at the same time or location and would not be in constant use during the 8-hour operating day. Further, not all the pieces of equipment would be used near off-site residential property lines. Equipment is assumed to operate at the center of the project, and the two noisiest pieces of construction equipment are assumed to operate concurrently near each other. For grading on the portion of the project site northwest of South Whitney Boulevard, the two noisiest pieces of construction equipment would be a dozer and a scraper, and the center of the site would be approximately 290-feet from the closest residences, the townhomes on Chalmette Court.

The Noise and Vibration Assessment determined that the combined noise of a dozer and grader at a distance of 290-feet would be 66.5 dBA L_{EQ}, and that for 8-hours of equipment daytime operation, the resulting 24-hour ambient noise from the construction equipment would be 61.7 CNEL. The existing ambient traffic noise for the townhomes on Chalmette Court is 55.7 CNEL. Therefore, the temporary increase in ambient noise resulting from project construction would be 6.0 dBA, less than the 10 dBA threshold. For grading on the portion of the project site southeast of South Whitney Boulevard, the two noisiest pieces of construction equipment would be a dozer and a scraper, and the center of the site would be approximately 130-feet from the closest residence, a single-family home on South Whitney Boulevard. The combined noise of a dozer and grader at a distance of 130-feet would be 73.5 dBA L_{EQ}. For 8-hours of equipment daytime operation, the resulting 24-hour ambient noise from the construction equipment would be 68.7 CNEL. The existing ambient traffic noise for the residences on South Whitney Boulevard is 59.5 CNEL. Therefore, the temporary increase in ambient noise resulting from project construction would be 9.2 dBA, less than the 10 dBA threshold.

In accordance with the City of Rocklin Construction Noise Guidelines, project construction activity would be prohibited before 7:00 a.m. or after 7:00 p.m. on weekdays, or before 8:00 a.m. or after 6:00 p.m. on weekends to the satisfaction of the City Engineer or Building Official. Construction noise associated with City-approved grading and building construction permits is not subject to the City's General Plan non-

transportation noise standards. As discussed above, noise from project construction equipment would not result in a temporary increase in ambient noise exceeding the 10 dBA threshold. Therefore, project construction would not generate a substantial temporary increase in ambient noise levels in the vicinity, and there would be a less than significant impact. There would be no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

The closest airport to the project site is the Lincoln Regional Airport, approximately 5.7-miles to the northwest, and Sacramento McClellan Airport, approximately 11.8-miles to the southwest. The project would not be located within an airport land use plan or within two miles of a public airport or private airstrip. The people residing or working in the project area would not be exposed to excessive noise levels and no impact would occur, consistent with the prior analyses. Therefore, there would be no impact related to airports, airport land use plans, or private airstrips, and implementation of the proposed Whitney Walk Residential Project would not result in new significant or substantially more severe impacts compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

The proposed project would site new NSLU near existing sources of traffic noise on Sunset Boulevard, South Whitney Boulevard, and other area streets. In accordance with the 2015 California Supreme Court decision *in California Building Industry Association v Bay Area Air Quality Management District BAAQMD*, an effect of the environment on a project is not generally a CEQA impact. However, the noise and vibration assessment determined that traffic noise at the faces of project residences facing Sunset Boulevard would exceed 65 CNEL and these residences would have the potential to have interior noise levels exceeding the City standard of 45 CNEL. HELIX completed an exterior-to-interior noise analysis for the habitable rooms of the project residential unit most exposed to noise from Sunset Boulevard. Based on the project architectural plans and assuming exterior wall with typical construction meeting current building code and dual pane windows meeting current building code, the maximum interior noise levels for a habitable room would be 40.5 CNEL, well below the City's residential interior noise standard of 45 CNEL.

In conclusion, the project would not result in a temporary or permanent increase in ambient noise levels in excess of City Standards, the generation of excessive ground-borne vibration, or exposure of persons to excessive noise from aircraft or airport operations. The project would not result in new or substantially more severe noise and vibration impacts compared to what was analyzed in the Sunset Hills IS/MND and South Whitney IS/MND. Traffic noise at project buildings adjacent to Sunset Boulevard would not result in interior noise levels exceeding the City residential standard of 45 CNEL.

5.12.3 Noise Mitigation Measures

No Mitigation Measures related to noise included in the General Plan EIR, the Sunset Hills IS/MND, nor the South Whitney IS/MND would apply to the proposed project.

5.13 POPULATION AND HOUSING

5.13.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR determined that development and buildout of the General Plan could result in population and housing impacts, but that implementation of the General Plan would not contribute to a significant generation of growth that would substantially exceed any established growth projections nor would it displace substantial numbers of housing units or people. Moreover, the General Plan EIR

analyzed that implementation of the General Plan would not construct off-site infrastructure that would induce substantial development, unplanned or otherwise. As such, population and housing impacts were determined to be less than significant.

The 2015 Sunset Hills IS/MND tiered off of the General Plan EIR and determined that since the project site was vacant at the time of drafting the IS/MND, the project would not displace existing residents or existing housing, necessitating the construction of replacement housing elsewhere. Additionally, the IS/MND found that because the project site is currently designated for HDR and was analyzed as such in the General Plan EIR, the addition of 148 condominium units is not considered to induce substantial population growth because it is located in an area that has already been planned for residential uses, and that the addition of 148 condominium units into a City that is projected to have approximately 29,283 DUs at the buildout of the General Plan does not represent a significant addition. The IS/MND concluded that the Sunset Hills project would have a less than significant impact.

The 2016 South Whitney IS/MND also tiered off of the General Plan EIR and determined that since the project site was vacant at the time of drafting the IS/MND, there would be no impact to existing residents or housing. The IS/MND also found that while the site was designated on the City's General Plan land use map as RC and was zoned C-2, and a since a portion of the project site was proposed as High Density Residential HDR and PD-16. The addition of 20 townhome housing units and offices was not considered to induce substantial population growth in an area, nor does the addition of 20 townhome housing units into a City that is projected to have approximately 29,283 DUs at the buildout of the General Plan represent a significant addition. The 2016 IS/MND concluded that the South Whitney project would have a less than significant impact on population and housing.

5.13.2 Population and Housing Impacts Associated with Proposed Project

The General Plan land use designation for the three currently vacant parcels is: High Density Residential (HDR) for APN 016-240-044; HDR and Recreation-Conservation (R-C) for APN 016-210-011; and HDR, R-C, and Retail Commercial (RC) for APN 016-240-039.. The purpose of HDR designated areas is to provide areas for multi-family homes, conveniently near commercial uses, employment centers, arterial and collector streets and other intensive uses. HDR designated places, and should have a density of at least 15.5-du/ac with a population of at least 40 per acre, and the General Development Plans that cover the proposed project site also indicate a minimum density of 15.5-du/ac. The proposed Whitney Walk project would have a density of 16.7-du/ac, and would thus be consistent with the General Plan designation as well as the zoning designation of the site. Additionally, since the project site was analyzed for High Density Residential in the General Plan EIR, and in previous IS/MNDs, the change from 168 to 170 residential units is not considered to induce substantial population growth because it is located in an area that has already been planned for residential uses. The addition of 148 condominium units into a City that is projected to have approximately 29,283 DUs at the buildout of the General Plan does not represent a significant addition, and thus the proposed project would have a less than significant impact and no new impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

The proposed Whitney Walk Residential Project site is currently vacant, and the implementation of the proposed project would not displace any people or residences. There would be no impact, and no new significant or substantially more severe impact than what was analyzed in the 2015 and 2016 IS/MNDs.

5.13.3 Population and Housing Mitigation Measures

As impacts to population and housing would be less than significant, no mitigation is required.

5.14 PUBLIC SERVICES

5.14.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR analyzed the anticipated impacts on the demand for fire and police protection and school and recreation facilities as a result of the future urban development that was contemplated by the General Plan and determined that these impacts included increased demand for fire, police and school services, provision of adequate fire flow, and increased demand for parks and recreation. The analysis found that while development and buildout of the General Plan could result in public services and facilities impacts, these impacts would be reduced to a less than significant level through compliance with state and local standards related to the provision of public services and facilities and through the application of General Plan goals and policies that would assist in minimizing or avoiding impacts to public services and facilities. Thus, the General Plan EIR concluded that there would be a less than significant impact to public services.

The 2015 Sunset Hills IS/MND tiered off of the General Plan EIR and determined that development of the proposed project could increase the need for fire and police protection services. The IS/MND found that operation and maintenance funding for fire suppression and police protection is provided through financing districts and from general fund sources. The proposed project would pay construction taxes, participate in any applicable financing districts and contribute to the general fund through property and sales taxes. Participation in these funding mechanisms would ensure fire and police protection service to the site; therefore, the IS/MND concluded that fire and police protection impacts would be anticipated to be less than significant. The IS/MND went on to determine that since the proposed project would be required to pay applicable school impact fees in effect at the time of building permit issuance to finance school facilities, participation in these funding mechanisms, as applicable, would reduce school impacts to a less than significant level as a matter of state law. In summary, the IS/MND concluded that the proposed project would have a less than significant impact on public services.

The 2016 South Whitney IS/MND also tiered off of the General Plan EIR and determined that development of the proposed project could increase the need for fire and police protection services. The IS/MND found that operation and maintenance funding for fire suppression and police protection is provided through financing districts and from general fund sources. The proposed project would pay construction taxes, participate in any applicable financing districts and contribute to the general fund through property and sales taxes. Participation in these funding mechanisms would ensure fire and police protection service to the site; therefore, the IS/MND concluded that fire and police protection impacts would be anticipated to be less than significant. The IS/MND went on to determine that since the proposed project would be required to pay applicable school impact fees in effect at the time of building permit issuance to finance school facilities, participation in these funding mechanisms, as applicable, would reduce school impacts to a less than significant level as a matter of state law. In summary, the IS/MND concluded that the proposed project would have a less than significant impact on public services.

5.14.2 Public Services Impacts Associated with Proposed Project

Consistent with the 2015 and 2016 IS/MNDs, the proposed Whitney Walk Residential Project could also increase the need for fire protection services, police, and police patrol. The proposed project would pay construction taxes, participate in any applicable financing districts and contribute to the general fund through property and sales taxes which would contribute to operation and maintenance of these services and would reduce potential fire or police protection impacts to a less than significant level.

The proposed project would not result in a significantly greater demand for school services over what was analyzed in the 2015 or 2016 IS/MNDs, and would pay the applicable Rocklin Unified School District fees under Education Code Section 17620 and Government Code 65995. Thus, school impacts resulting from the proposed project would be less than significant.

In conclusion, while the proposed project may increase the need for public services, compliance with General Plan goals and policies and payment of necessary fees, including participation in any applicable financing district, would reduce the impact to a less than significant level and there would be no new significant or substantially more severe impacts than what was previously analyzed in the 2015 and 2016 IS/MNDs.

5.14.3 Public Services Mitigation Measures

Because impacts to public services would be less than significant, no mitigation is required.

5.15 RECREATION

5.15.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR analyzed impacts to recreation in Chapter 4.12, Public Services, and determined that while development and buildout of the General Plan could result in recreation facilities impacts. The General Plan has established a parkland standard of 5-acres per 1,000 population, and has adopted goals and policies to ensure that this standard is met. These goals and policies call for the provision of new park and recreational facilities as needed by new development through parkland dedication and the payment of park and recreation fees. Thus, due to buildout and growth of the General Plan, these impacts would be reduced to a less than significant level through the application of General Plan goals and policies.

The 2015 Sunset Hills IS/MND tiered off of the General Plan EIR, and determined that since the project is a residential project, it could increase demand for recreational facilities. The City provides parkland dedication and/or collection of park fees to mitigate for the increased recreational impacts of new residential developments at the time that a parcel or subdivision map is recorded. Additionally, the IS/MND found that the proposed project includes a tot lot area and a community pool and that there are several City parks that exist in the project area, including Johnson-Springview Park on 5th Street, Sunset East Park on Willowynd Drive and Vista Grande Park on Onyx Drive. The IS/MND went on to determine that through implementation of the City's park standards and funding mechanisms that would be contributed to by the project applicant paying park and recreation fees as required by the City's subdivision ordinance, the Sunset Hills project would have less than significant impacts caused by the need to expand recreational facilities.

The IS/MND also found that although use of City parks would be anticipated, the project would not be anticipated to significantly increase the use of existing recreational facilities such that substantial deterioration of these facilities would occur or be accelerated. The project would not require the construction of any other new, or expansion of an existing, public recreational facility; therefore, the IS/MND concluded that the project would have less than significant impacts regarding the increase in use of recreational facilities. The IS/MND ultimately made the determination that compliance with General Plan goals and policies and payment of necessary fees, including park and recreation fees, would ensure the impacts to recreational facilities are less than significant from construction and operation of the Sunset Hills project.

The 2016 South Whitney IS/MND also tiered off of the General Plan. The residential portion of the proposed South Whitney project included a small gazebo shade structure to provide an opportunity for outdoor recreation. Employees and residents of the project could utilize City recreational facilities but the IS/MND determined that the use is anticipated to be minimal and is not anticipated to significantly increase the use of existing facilities to the extent that substantial physical deterioration of the facility would occur or be accelerated, nor is the minimal use anticipated to require the construction or expansion of recreational facilities; therefore, the IS/MND found that the project would have less than significant impacts regarding the increase in use of recreational facilities. The IS/MND ultimately concluded that compliance with General Plan goals and policies and payment of necessary fees, including park and recreation fees, would ensure the impacts to recreational facilities are less than significant.

5.15.2 Recreation Impacts Associated with Proposed Project

The General Plan parkland standard is 5-acres per 1,000 population. The City's subdivision ordinance provides for the collection of park and recreation fees and/or parkland dedication for new residential developments at the time properties are subdivided. The fees are used to fund the acquisition and development of park and recreation facilities commensurate with the established parkland standard. Fees are also collected through an annual tax on each dwelling unit to fund park maintenance.

Approximately 2.36-acres of the project site would be dedicated open space, and no park or recreational facilities would be constructed as part of the proposed project. Several City parks exist within one mile of the project area, including Johnson-Springview Park on 5th Street, Sunset East Park on Willowynd Drive and Vista Grande Park on Onyx Drive. The proposed Whitney Walk Residential Project could impact recreation by constructing a residential facility contributing to the need for additional recreational facilities in the City. However, this impact was anticipated and provided for through implementation of the City's park standards and funding mechanisms, such as the Community Park and Recreational Facilities Improvement Fee . The project applicant would pay park and recreation fees as required by the City's subdivision ordinance, and therefore the project would have a less than significant impact caused by the need to expand recreational facilities and would have no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

Although use of City parks would be anticipated, the project would not be anticipated to significantly increase the use of existing recreational facilities such that substantial deterioration of these facilities would occur or be accelerated. Thus, compliance with General Plan goals and policies and payment of necessary fees, including park and recreation fees, would ensure the impacts to recreational facilities

are less than significant and there would be no new significant or substantially more severe impact than what was previously analyzed in the 2015 and 2016 IS/MNDs.

5.15.3 Recreation Mitigation Measures

Because impacts to recreation would be less than significant, no mitigation is required

5.16 TRANSPORTATION

5.16.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR determined that the General Plan would include impacts on signalized intersections in Rocklin, Loomis, Roseville, Lincoln and Placer County, state/interstate highway segments and intersections, transit service, bicycle and pedestrian facilities, and conflicts with at-grade railways. Goals and policies to address these impacts are incorporated into the General Plan in the Circulation Element, and include policies that require the monitoring of traffic on City streets to determine improvements needed to maintain an acceptable level of service, updating the City's Capital Improvement Program (CIP) and traffic impact fees, providing for inflationary adjustments to the City's traffic impact fees, maintaining a minimum level of service (LOS) of "C" for all signalized intersections during the PM peak period on an average weekday, maintaining street design standards, and interconnecting traffic signals and consideration of the use of roundabouts where financially feasible and warranted to provide flexibility in controlling traffic movements at intersections. However, the General Plan EIR concluded that despite these goals and policies, significant transportation impacts would occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will result in increased traffic volumes at state/interstate highway intersections and impacts to state/interstate highway segments. Findings of fact and a statement of overriding consideration were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

The 2015 Sunset Hills IS/MND tiered off of the General Plan and found that capacity or LOS impacts from the proposed project are not anticipated since the Sunset Hills project would not result in any significant traffic impacts more severe than those disclosed in the General Plan EIR. The City finds pursuant to CEQA Guidelines Section 15168, subdivision (C) (4), that these cumulative "environmental effects of the [site-specific project] were covered in the program EIR." The IS/MND went on to find that payment of traffic impact fees would reduce traffic impacts from the proposed project to a less than significant level.

The Sunset Hills project was not found to be located near an airport nor a flight path, and evaluated by the City's Engineering Services Manager to assess such items as hazards due to a design feature or incompatible uses. Thus, the IS/MND determined that a less than significant hazard or emergency access impact is anticipated as part of the Sunset Hills Project. The IS/MND went on to analyze that 296 garage spaces and 74 visitor spaces are required; the Sunset Hills project was anticipated to provide 296 garage spaces and 82 visitor spaces. Therefore, the IS/MND determined that there would not be an inadequate parking supply. Finally, the IS/MND determined that since there are existing Class II bike facilities along South Whitney Boulevard and proposed Class II bike facilities along Sunset Boulevard in the vicinity of the project and since the proposed project would not conflict with these bike lane locations or with other policies or programs promoting alternative transportation, there would be a less than significant

impact. The 2015 IS/MND ultimately concluded that compliance General Plan goals and policies and payment of traffic impact mitigation fees would reduce transportation and traffic impacts to a less than significant level.

The 2016 South Whitney IS/MND also tiered off of the General Plan and found that capacity or level of service impacts from the proposed project are not anticipated since the South Whitney project would not result in any significant traffic impacts more severe than those disclosed in the General Plan EIR. The City finds pursuant to CEQA Guidelines Section 15168, subdivision (C) (4), that these cumulative "environmental effects of the [site-specific project] were covered in the program EIR." The IS/MND went on to find that payment of traffic impact fees would reduce traffic impacts from the proposed project to a less than significant level.

The South Whitney project was not found to be located near an airport nor a flight path and evaluated by the City's Engineering Services Manager to assess such items as hazards due to a design feature or incompatible uses. Thus, the IS/MND determined that a less than significant hazard or emergency access impact is anticipated as part of the South Whitney Project. The IS/MND went on to analyze that 40 parking spaces would be required; the South Whitney project was anticipated to provide 40 parking spaces. Therefore, the IS/MND determined that there would not be an inadequate parking supply. The IS/MND went on to analyze that in the vicinity of the project there are existing Class II bike facilities along South Whitney Boulevard and proposed Class II bike facilities along Sunset Boulevard, and that the proposed project does not conflict with these bike lane locations or with other policies or programs promoting alternative transportation. The 2016 IS/MND ultimately concluded that compliance General Plan goals and policies and payment of traffic impact mitigation fees would reduce transportation and traffic impacts from the South Whitney project to a less than significant level.

5.16.2 Transportation Impacts Associated with Proposed Project

Kimley Horn prepared a Transportation Impact Study (TIS) for the Whitney Walk project in May of 2025, referenced as Appendix E and available for review during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

The number of projected trips generated by the proposed project in all scenarios was approximated in the TIS using data included in the Trip Generation Manual, 11th Edition, published by the Institute of Transportation Engineers (ITE). The average rate for ITE Land Use Code 210 (Single-Family Detached Housing) and Land Use Code 215 (Single-Family Attached Housing) were used to represent the single-family residential project. The proposed residential project (170 single-family units) would generate an estimated 1,358 daily trips, with 95 and 119 trips occurring during the AM and PM peak-hours, respectively. Refer to Table 5, *Project Trip Generation*, to see the estimated vehicle trips that would be generated by the project.

Primary vehicle access to the units on the western side of South Whitney Boulevard is provided via the proposed 46-feet (ft) wide access driveway (Driveway 1), the proposed 46-ft-wide access driveway on Chalmette Court, and two proposed 22-ft wide alleys off Chalmette Court. Primary vehicle access to the units east of South Whitney Boulevard is provided via the 22-ft wide alleys (Driveways 2 and 3) off South Whitney Boulevard. The 46-ft driveways along South Whitney Boulevard and Chalmette Court are proposed to be the main internal drive aisles and connect to all alleys on the site west of South Whitney Boulevard. Driveways 2 and 3 would be directly accessed by South Whitney Boulevard. All of the proposed streets and alleys on the project site will be private.

Table 5: Project Trip Generation

Land Use Category	Size	Daily Trips	AM Peak Hour					PM Peak Hour				
			Total	IN		OUT		Total	IN		OUT	
				%	Trips	%	Trips		%	Trips	%	Trips
Single-Family Detached Housing (LU 210)	60 DU	566	42	26%	11	74%	31	56	63%	35	38%	21
Single-Family Attached Housing (LU 210)	110 DU	792	53	30%	16	70%	37	63	57%	36	43%	27
Net External Trips		1,358	95		27		68	119		71		48

DU = Dwelling Units
Source: Trip Generation Manual, 11th Edition

The study intersections operate between LOS A and F in the Existing (2024) and Existing (2024) plus Project scenarios. See Table 6: *Existing and Existing Plus Project Intersection Levels of Service* below.

Table 6: Existing and Existing Plus Project Intersection Levels of Service

ID	Intersection	Control	Peak Hour	Cumulative (2044)		Cumulative (2044) plus project	
				Delay (s)	LOS	Delay (s)	LOS
1	Sunset Boulevard @ Coronado Way/Topaz Avenue	Signal	AM	31.3	C	31.4	C
			PM	21.8	C	21.0	C
2	Sunset Boulevard @ South Whitney Boulevard	Signal	AM	**209.4**	**F**	**201.0**	**F**
			PM	**204.0**	**F**	**185.4**	**F**
3	Sunset Boulevard @ Springview Drive/3rd Street	Signal	AM	137.6	F	137.5	**F**
			PM	43.3	D	44.0	**D**
4	S Whitney Boulevard @ Chalmette Court	AWSC	AM	5.7	A	5.6	**A**
			PM	6.2	A	6.0	A
5	S Whitney Boulevard @ Driveway 1	SSSC	AM			9.2	A
			PM			9.7	A
6	S Whitney Boulevard @ Driveway 2	SSSC	AM			9.4	A
			PM			9.5	A
7		SSSC	AM			9.4	A

	S Whitney Boulevard @ Driveway 3		PM			9.6	A

Note: **Bold** represents unacceptable operations.
Side Street Stop Controlled (SSSC) intersections are reported by the worst approach's delay. The reported LOS corresponds to the worst approach.

As seen in Table 6, the Sunset Boulevard at S. Whitney Boulevard Intersection operates unacceptably with and without the project, and the project does not add more than five seconds of delay to the intersection. Therefore, the deficiency is not considered project induced. The aforementioned intersections, as well as the Sunset Boulevard at Coronado Way/Topaz Avenue, would operate between LOS A and LOS D during the weekday AM and PM peak-hours under the Existing and Existing plus Project Conditions. Additionally, the Sunset Boulevard at Springview Drive/3rd Street Intersection is shown to operate at LOS D and F. Policy C-10.B of the City's General Plan Update identifies the Sunset Boulevard at Springview Drive/3rd Street Intersection as an exception to the City's LOS "C" Standard. Therefore, the high delay at this Intersection is not considered deficient.

Peak hour traffic volumes for Cumulative (2044) conditions were obtained using the City of Rocklin Travel Demand Model. Projected growth was determined by interpolating between the model's base year (2016) and future year (2036) and applying the growth factor to Existing (2024) counts to reach Cumulative (2044) conditions. Proposed project traffic was added to the Cumulative (2044) peak-hour traffic volumes to establish the Cumulative (2044) plus Project peak-hour traffic volumes. The Cumulative scenario assumed the build-out of Sunset Boulevard to a six-lane facility from Stanford Ranch Road to Pacific Street, per Figure 4.4-12 of the General Plan EIR. The analysis also assumed intersection improvements at Sunset Boulevard and Whitney Boulevard that were identified in the General Plan EIR.

The study intersections operate between LOS A and LOS F under Cumulative and Cumulative Plus Project scenarios, and the following two intersections operate unacceptably with and without the project: (#1) Sunset Boulevard at Coronado Way/Topaz Avenue, and (#2) Sunset Boulevard at S Whitney Boulevard. See Table 7*: Cumulative and Cumulative Plus Project Intersection Levels of Service* below.

Table 7: Cumulative and Cumulative Plus Project Intersection Levels of Service

ID	Intersection	Control	Peak Hour	Cumulative (2044)		Cumulative (2044) plus project	
				Delay (s)	LOS	Delay (s)	LOS
1	Sunset Boulevard @ Coronado Way/Topaz Avenue	Signal	AM	**47.1**	**D**	**47.1**	**D**
			PM	23.4	C	23.4	C
2	Sunset Boulevard @ South Whitney Boulevard	Signal	AM	**193.7**	**F**	**191.2**	**F**
			PM	**157.3**	**F**	**157.6**	**F**
3	Sunset Boulevard @ Springview Drive/3rd Street	Signal	AM	221.7	F	223.2	F
			PM	129.0	F	130.5	F

4	S Whitney Boulevard @ Chalmette Court	AWSC	AM	10.5	B	11.4	E
			PM	9.6	A	10.7	E
5	S Whitney Boulevard @ Driveway 1	SSSC	AM			13.4	B
			PM			11.6	A
6	S Whitney Boulevard @ Driveway 2	SSSC	AM			9.8	A
			PM			12.5	A
7	S Whitney Boulevard @ Driveway 3	SSSC	AM			9.8	A
			PM			12.6	A

Note: **Bold** represents unacceptable conditions. Shaded cells represent project induced deficiencies.
SSSC intersections are reported by the worst approach's delay. The reported LOS corresponds to the worst approach.

As shown in Table 7, Intersections #1 and #2 operate unacceptably with or without the project, and the project would not add more than five seconds of delay to any intersection. As such, the deficiencies are not considered project induced.

Vehicle queuing was evaluated for the study intersections and determined that, at Intersection #2 (Sunset Boulevard at South Whitney Boulevard), the project contributes to a deficient westbound-left turn queue in the Existing conditions. However, this improves in the Cumulative condition due to assumed improvements shown in the General Plan. Since the General Plan improvements for the intersection include a northbound free-right turn, it was determined that minimal queuing would occur in the Cumulative condition. Intersection #3 (Sunset Boulevard at Springview Drive/3rd Street) was also found to exceed the existing storage for the eastbound left turn lane during the AM peak-hour for existing, existing plus proposed project, cumulative, and cumulative plus proposed project conditions. According to the queuing evaluation results, the proposed project would not contribute more than 1 vehicle length for the eastbound left turn, and would thus have a negligible impact to the existing storage capacity.

Kimley-Horn identified a 400-foot extension of the westbound left turn pocket at Intersection #2 to accommodate existing and project traffic. The lengthening of the storage can be accommodated within the existing landscaped median, and would require the installation of new loops, detector handholds, and possibly new conduit and pull boxes to accommodate the new loops. The project would be conditioned to include this improvement. Thus, the proposed project would not result in any significant traffic impacts more severe than those disclosed in the General Plan EIR, and pursuant to CEQA Guidelines Section 15168, subdivision (C) (4), these cumulative "environmental effects of the [site-specific project] were covered in the program EIR."

In addition to the level of service analysis, a VMT analysis was prepared for the project by Kimley Horn (referenced as Appendix E) and compared it against the Placer County VMT per capita threshold to determine if it would result in a significant VMT impact. The County significance thresholds are calculated at 15 percent below the Countywide VMT per capita of 18.16. From Kimley-Horn's analysis, the project's average VMT per capita is estimated to be 13.75 VMT per capita, which is 1.69 VMT per capita below the County's threshold of 15.44 VMT per capita. Therefore, the project is anticipated to

generate at least 15 percent less VMT per capita than the Countywide average and would meet the 15 percent reduction required by SB 743.

The development of the proposed project would not result in project effects that are substantially more significant than analyzed in the 2012 General Plan EIR. Extension of the existing storage at the Sunset Boulevard at South Whitney intersection as well as goals, policies, and actions included in the General Plan would be satisfactory to reduce traffic impacts from the proposed project to a less than significant level. There would be no new significant or substantially more severe impact than what was previously analyzed in the 2015 and 2016 IS/MNDs.

The proposed project is not located near an airport or within a flight path, and thus would have no impact on air traffic and no new significant or substantially more severe impact than what was previously analyzed in the 2015 and 2016 IS/MNDs.

The City of Rocklin's Zoning Ordinance contains off-street parking requirements for different types of development projects. The project requires two paved parking spaces per single-family detached dwelling unit pursuant to Rocklin Zoning Code Section 17.66.100, for a total of 340 parking spaces. The proposed project would include 340 private garage spaces (120 single family detached and 220 duet attached), 14 driveway spaces, 68 on-street parking stalls on the internal roadways (all resident and visitor stalls), and 4 off-street stalls. Each single-family detached and duet units would have 2 garage spaces each, and 7 single-family detached units would have driveways that are more than 20 feet long (resulting in 14 parking spaces).. Therefore, the proposed Whitney Walk Residential Project complies with the Zoning Code would have a less than significant impact regarding inadequate parking, and no new significant or substantially more severe impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

Whitney Boulevard has existing Class II bicycle lanes along both sides of the roadway proximate to the site. Sunset Boulevard does have any striped bike lane from Pacific Street to Topaz Avenue/Coronado Way. Class II bikeways along Sunset Boulevard from Springview Drive/3rd Street to Topaz/Coronado are proposed as part of the General Plan, and no additional bicycle improvements were recommended in the TIS. The project proposes to construct sidewalk along its Sunset Boulevard frontage to connect to the City planned sidewalk from the project limits to Coronado Street, and there are currently sidewalks along Whitney Boulevard fronting the project site that would not be modified as part of the proposed project, and standard crosswalks exist at all intersections. Transit service is provided by Placer County Transit, with the nearest transit stop located at S. Whitney Boulevard and Sunset Boulevard fronting the project site. The transit stop is served by Placer County Transit Route 20 fixed route bus service which serves Lincoln and Rocklin with service at one-hour headways, Monday through Saturday. Rocklin Dial-a-Ride demand response transit service serves the area as well. Thus, the proposed project does not interfere with the existing bicycle, pedestrian, or transit facilities or services. There would be a less than significant impact, and no new impact compared to what was previously analyzed in the 2015 and 2016 IS/MNDs.

5.16.3 Transportation Mitigation Measures

Compliance with General Plan goals and policies, and the payment of applicable traffic mitigation fees will reduce impacts to transportation to be less than significant level, no mitigation is required.

5.17 UTILITIES AND SERVICE SYSTEMS

5.17.1 Summary of Prior Environmental Analysis

The 2012 General Plan EIR determined that while development and buildout of the General Plan would result in utilities and service system impacts, these impacts would be reduced to a less than significant level through the application of General Plan goals and policies that would assist in minimizing or avoiding impacts to utilities and service systems. These goals and policies include, but are not limited to, requiring studies of infrastructure needs, proportional share participation in the financial costs of public services and facilities, coordination of private development projects with public facilities and services needed to serve the project and encouraging energy conservation in new developments.

The 2015 Sunset Hills IS/MND tiered off of the General Plan EIR, and determined that the project would increase the need for utility and service systems, but not to an extent that would impact the ability of the utility and service providers to adequately provide such services. The IS/MND found that the proposed project is responsible for complying with all requirements of the South Placer Municipal Utility District, including compliance with wastewater treatment standards established by the Central Valley Water Quality Control Board. The IS/MND also went on to analyze the capacity of the existing Dry Creek and Pleasant Grove Wastewater Treatment Plants, finding that both plants are well within their operating capacities and there remains adequate capacity to accommodate the projected wastewater flows from this project. Thus, the IS/MND determined that there would be a less than significant impact on wastewater treatment. Regarding stormwater impact, the IS/MND determined that the proposed project would be conditioned to require connection into the City's storm drain system, with BMP features located within the project's drainage system at a point prior to where the project site runoff will enter the City's storm drain system. The IS/MND also found that the project site would be served by the Foothill Water Treatment Plant (WTP), and that the proposed Sunset Hills project's estimated maximum daily water treatment demands would not exceed the plant's permitted capacity. Because the proposed project would be served by a water treatment plant that has adequate capacity to meet the project's projected demand and would not require the construction of a new water treatment plant, the IS/MND concluded that the proposed project's water supply and treatment facility impacts would be considered less than significant. The IS/MND went on to analyze impacts to landfills, determining that development of the project site with urban land uses was included in the lifespan and capacity calculations of the landfill, and a less than significant landfill capacity impact would be anticipated. Additionally, the IS/MND determined that the Sunset Hills project would comply with all Federal, State, and local regulations regarding trash and waste and other nuisance-related issues as may be applicable.

The IS/MND concluded that the proposed project is not anticipated to interfere with existing operations or exceed the service capacity of utilities or service systems because the development of this site with urban uses was anticipated in the General Plan and thus, utilities and service system requirements have been anticipated and planned. The 2015 IS/MND ultimately came to the determination that compliance with General Plan goals and policies and payment of necessary fees would ensure the impacts to public services are less than significant.

The 2016 South Whitney IS/MND also tiered off of the General Plan EIR, and determined that since both the Dry Creek and Pleasant Grove wastewater treatment plants are well within their operating capacities and there remains adequate capacity to accommodate the projected wastewater flows from this project, there would be a less than significant wastewater treatment impact. The IS/MND went on to determine that the proposed project would be conditioned to require connection into the City's

storm drain system, with BMP features located within the project's drainage system at a point prior to where the project site runoff will enter the City's storm drain system. Additionally, the IS/MND determined that because the proposed project would be served by a water treatment plant that has adequate capacity to meet the project's projected demand and would not require the construction of a new water treatment plant, the proposed project's water supply and treatment facility impacts would be considered less than significant. Since development of the project site with urban land uses was included in the lifespan and capacity calculations of the landfill, the IS/MND concluded that there would be a less than significant landfill capacity impact.

Finally, the IS/MND determined that the proposed project would comply with all Federal, State, and local regulations regarding trash and waste and other nuisance-related issues as may be applicable, and that the proposed project is not anticipated to interfere with existing operations or exceed the service capacity of utilities or service systems because the development of this site with urban uses was anticipated in the General Plan. The 2016 IS/MND ultimately concluded that implementation of the South Whitney project would have a less than significant impact.

5.17.2 Utilities and Service Systems Impacts Associated with Proposed Project

The proposed Whitney Walk Residential Project would be served by the Placer County Water Agency (PCWA) for its potable water needs. The PCWA has a Master Plan, which is periodically updated, to provide water to projects located within their service boundary. The plan includes future expansion as necessary, and includes the option of constructing additional treatment plants. The PCWA collects hook-up fees to finance the maintenance and expansion of its facilities, and has planned for growth in the City. The proposed project would tie into the water supply off of S. Whitney Boulevard and Chalmette Court underground and would be served by the Foothill WTP, which treats water diverted from the American River Pump Station near Auburn. The proposed Whitney Walk Residential Project's estimated maximum daily water treatment demands would be consistent with that of the 2015 and 2016 IS/MNDs, and would not exceed the plant's permitted capacity. Because the proposed project would be served by a water treatment plant that has adequate capacity to meet the project's projected demand and would not require the construction of a new water treatment plant, the proposed project's water supply and treatment facility impacts would be considered less than significant. There would be no new significant or substantially more severe impacts compared to what was analyzed in the 2015 and 2016 IS/MNDs.

The Western Regional landfill (WRL), which serves the Rocklin area and would serve the project site, has a total capacity of 36 million cubic yards and a remaining capacity of 29 million cubic yards. The current permitted lifespan of the WRL is until 2058. On December 8, 2022, the Western Placer Waste Management Agency (WPWMA) adopted the Waste Action Plan, which provides for future expansion of the WRL to the west of the current landfill, that will provide landfill capacity until the year 2110. Development of the project site with urban land uses was included in the lifespan and capacity calculations of the landfill, and thus construction and operation of a residential development would have a less than significant impact on landfill capacity.

Trash would be collected from the project site from individual trash toters by Recology™, and the proposed project would be required to comply with all Federal, State, and local regulations regarding trash and waste and other nuisance-related issues as may be applicable as well as Recology's access requirements. Federal and State regulations regarding solid waste consist of the U.S. Environmental Protection Agency regulations and the California Integrated Waste Management Act regulating waste reduction. These regulations primarily affect local agencies and other agencies such as the Landfill

Authority. With compliance with these regulations, the proposed project would have a less than significant impact and no new significant or substantially more severe impact compared to what was analyzed in the 2015 and 2016 IS/MNDs.

The proposed Whitney Walk Residential Project would no longer construct 168 units and a medical center building as envisioned in the Sunset Hills and South Whitney IS/MNDs, and would instead construct 170 units with no medical center building. Thus, the proposed project would result in no new significant or substantially more severe impact related to electricity and natural gas because the demands for those services are not significantly increased as a result of the Whitney Walk Residential project.

As described in the 2012 General Plan, the proposed Whitney Walk Residential Project site was anticipated to be developed with urban uses. Since the proposed project would develop the site with single-family attached and detached residences, the project would be consistent with the determination made in the General Plan EIR, and the proposed project would not interfere with existing operations or exceed the service capacity of utilities or service systems. Thus, the proposed Whitney Walk project would have no new significant or substantially more severe impacts related to utilities and service systems.

5.17.3 Utilities and Service Systems Mitigation Measures

Because impacts to utilities and service systems would be less than significant, no mitigation is required.

6.0 CEQA DETERMINATION

Section 15164(a) of the Guidelines states the following:

> The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a Subsequent EIR have occurred.

Section 15164(b) of the Guidelines also states the following:

> An Addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 call for the preparation of a subsequent EIR of negative declaration have occurred.

As presented in the analysis above, the proposed revisions to the 2015 Sunset Hills IS/MND and 2016 South Whitney IS/MND would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects due to substantial project changes or a substantial change in circumstances. Furthermore, new information associated with the proposed revisions does not indicate that the proposed project would have one or more significant effects not discussed in the previous EIR; that significant effects previously examined would be substantially more severe than shown in the previous EIR; that mitigation measures or alternatives previously found not to be feasible would in fact be feasible; or that mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternative. Therefore, an Addendum was prepared to comply with CEQA.

As the Lead Agency for the proposed project revision, the City of Rocklin is issuing this Addendum in accordance with Section 15164 of the CEQA Guidelines.

Signature: David Mohlenbrok Date: June 10, 2025

David Mohlenbrok, Community Development Director
City of Rocklin Community Development Department

7.0 REFERENCES

Bay Area Air Quality Management District (BAAQMD). 2022. 2022 CEQA Guidelines, Chapter 3 – Screening for Criteria Air Pollutants and Precursors. Revised April 20, 2023. Available at: https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa-guidelines-2022/ceqa-guidelines-chapter-4-screening_final-pdf.pdf?sc_lang=en

City of Rocklin (City). 2012. City of Rocklin General Plan. Accessed on January 29, 2025 at: https://www.rocklin.ca.us/post/general-plan-documents.

2011. General Plan Update Environmental Impact Report. Available at: https://www.rocklin.ca.us/post/draft-general-plan-update-environmental-impact-report-0.

2015. Sunset Hills Townhomes Mitigated Negative Declaration of Environmental Impact.

2016. South Whitney Mixed Use Townhomes and Medical Center Mitigated Negative Declaration of Environmental Impact.

California Department of Conservation (CDC). 2025. DLRP Important Farmland Finder. Available at: https://maps.conservation.ca.gov/dlrp/ciff/.

2020. Transportation and Construction Vibration Guidance Manual. April. Available at: https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/env/tcvgm-apr2020-a11y.pdf.

California Department of Transportation (Caltrans). 2024. 2022 Traffic Census. Available at: https://dot.ca.gov/programs/traffic-operations/census.

California Tree and Landscape Consulting, Inc. (CalTLC). 2022. Preliminary Arborist Report & Tree Inventory. Available as Appendix C and during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

Federal Emergency Management Agency (FEMA). 2025. National Flood Hazard Layer viewer Map Panel 06061CO477G. Effective date November 21, 2001. Available at: https://www.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd.

HELIX Environmental Planning, Inc. (HELIX). 2025a. Air Quality and Greenhouse Gas Impact Analysis. Available as Appendix B and during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

2025b. Cultural Resources Assessment. Available as Appendix D and during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

2025c. Noise Report. Available as Appendix G and during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

Kimley-Horn. 2025. Vehicle Miles Traveled (VMT) Analysis. Available as Appendix E and during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

2025. Transportation Impact Study. Available as Appendix E and during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

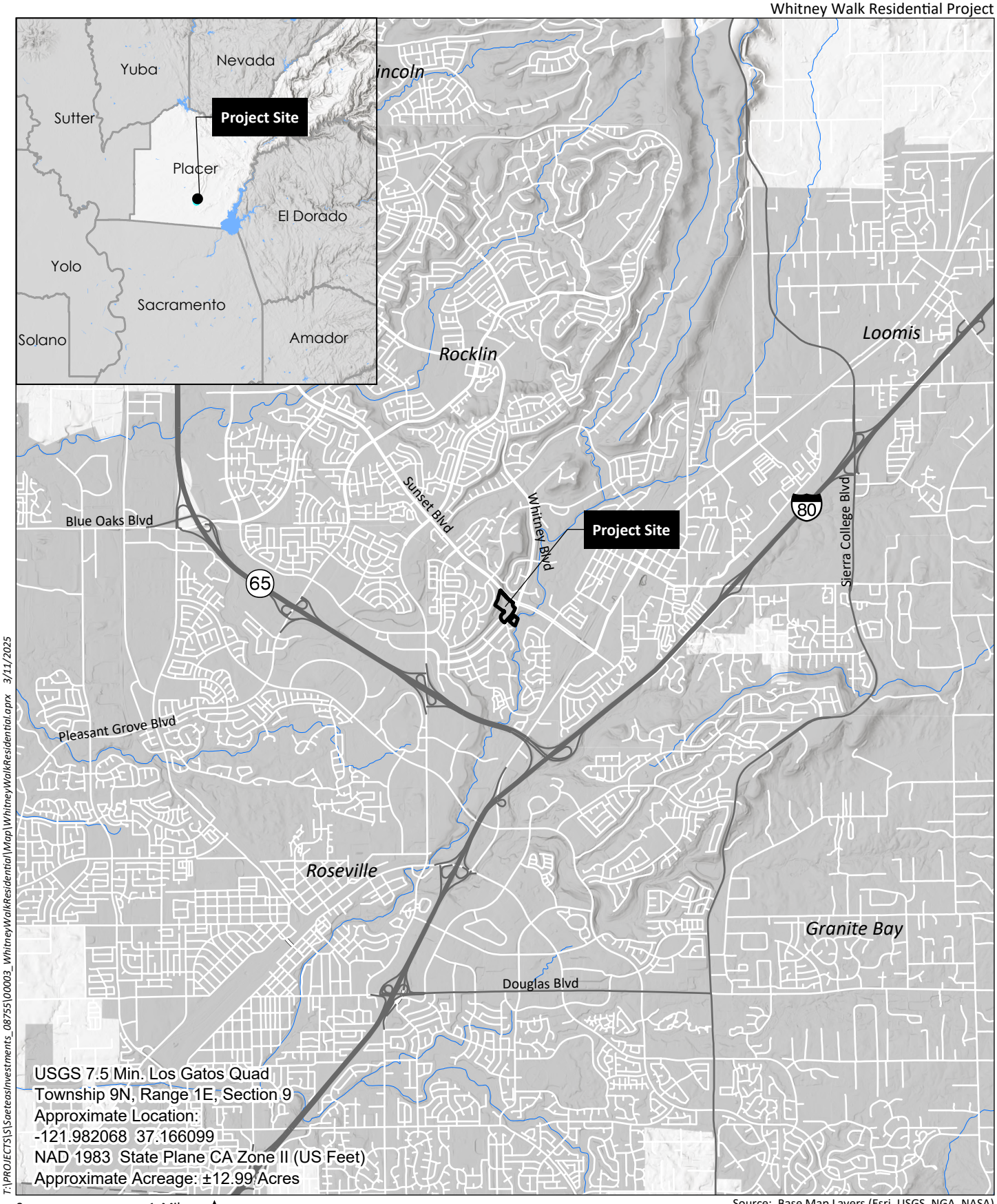
SWCA Environmental Consultants. 2024. Riparian Habitat Assessment for the Wildcat West Property, Rocklin, Placer County, California/SWCA Project NO. 72241. Available as Appendix C and during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

U.S. Census Bureau. 2025. QuickFacts for Rocklin City, California. Available at: https://www.census.gov/quickfacts/fact/table/rocklincitycalifornia/PST045224.

Youngdahl Consulting Group, Inc. (Youngdahl). 2024. Phase II Environmental Site Assessment. Available as Appendix F and during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

Appendix A

Figures



T:\PROJECTS\S\Saeteasinvestments_08755\00003_WhitneyWalkResidential\Map\WhitneyWalkResidential.aprx 3/11/2025

Source: Base Map Layers (Esri, USGS, NGA, NASA)

HELIX Environmental Planning

Site and Vicinity Map

Figure 1



T:\PROJECTS\S\Soeteasinvestments_08755\00003_WhitneyWalkResidential\Map\WhitneyWalkResidential.aprx 5/22/2025

0 200 Feet

Source: Aerial (DigitalGlobe, 4/26/2022)

HELIX Environmental Planning

Aerial Map

Figure 2



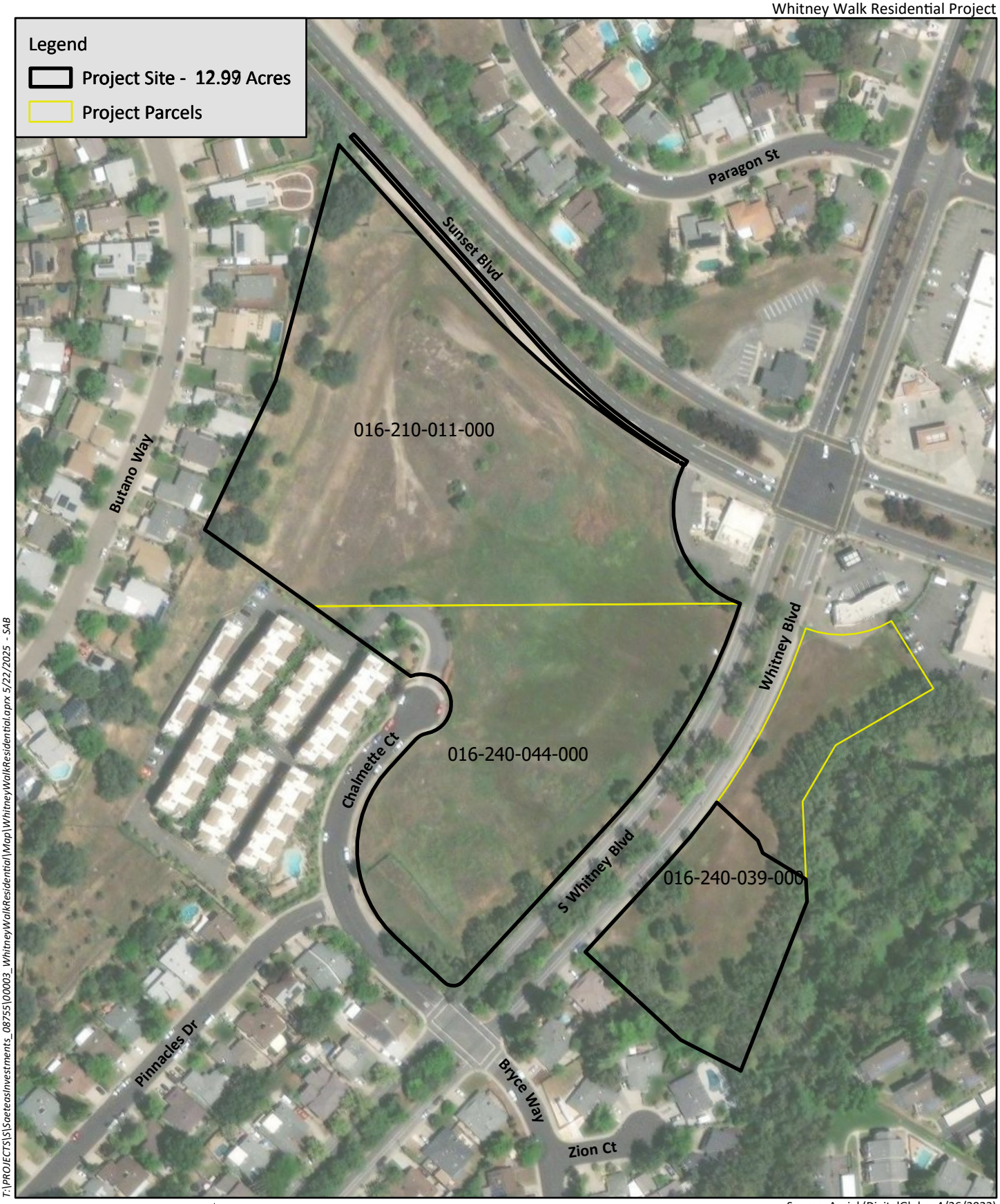
Fig3_SitePlan_20250207.indd

Source: TSD Engineering, 2024

HELIX Environmental Planning

Site Plan

Figure 3



HELIX Environmental Planning

Project Parcels

Figure 4

Appendix B - G

These Appendices are available for review during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA.

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A DESIGN REVIEW

(Whitney Walk Residential / DR2024-0005)

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

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

A. The Design Review (DR2024-0005) approves the site design, including associated parking, landscaping, drive aisles, frontage and roadway improvements (on- and off-site) architectural designs, colors and materials for the proposed Whitney Walk Residential project, a 170-unit single-family attached and detached residential development on 12.85± acres. The site consists of three (3) parcels, designated as Assessor's Parcel Numbers (APNs) 016-210-011, 016-240-044, and a portion of 016-240-039.

B. The Whitney Walk Residential Project Initial Study/Addendum, prepared pursuant to Section 15164 of the California Environmental Quality Act ("CEQA") Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, verified that the project will have no impacts beyond those identified in the Sunset Hills Townhomes and South Whitney Mixed-Use Initial Studies/Mitigated Negative Declarations and therefore has been approved via City Council Resolution No.2025-__.

C. The design of the site is compatible with the adjacent area, surrounding development, natural features, constraints, and traffic flow. The architectural design, colors and materials, and landscaping of the proposed project is consistent with approved and anticipated projects on surrounding properties. The architectural design of the site will have no impact to natural features within the area or traffic flow upon completion of all on- and off-site improvements shown in Exhibit A.

D. The height, bulk, area, color scheme and materials of the buildings and structures are compatible with surrounding development. Colors and materials have been selected to be compatible with existing development adjacent to the project, and to be consistent with the Citywide Design Guidelines.

E. The buildings and structures have been oriented with consideration given to minimizing energy consumption and maximizing use of natural lighting. The project design incorporates sustainable features consistent with the California Green Building Standards Code ("CALGreen"). The position of some of the buildings in a north-south orientation maximizes passive solar access and natural lighting. The project shall be consistent with all California Building Code requirements.

F. Parking is consistent with requirements set forth in the proposed Whitney Walk General Development Plan of providing a minimum of two paved parking spaces

per dwelling unit to be located within the buildable portion of the lot, excluding all required front, side and rear yard setbacks, and requiring the two parking spaces per unit to be provided in a two-car garage of at least four hundred square feet in area.

G. The landscaping design is compatible with surrounding developments and has been designed with provisions for minimizing water usage and maintenance needs. The landscaping is also consistent with the requirements of the Citywide Design Guidelines. The project will install landscape improvements throughout the project and along the South Whitney Boulevard and Sunset Boulevard frontages. The landscape concept is water-efficient, low maintenance, and will complement the buildings and make a positive contribution to the site's overall aesthetics. Low-profile shrubs, including screening shrubs, are planned along with shade and canopy trees. The planting design features various drought-tolerant, and fire-resistant species to create layers of color and texture to complement the architectural style and setting.

H. The design of the site and buildings or structures is consistent with the goals and policies of the General Plan, as well as with the High Density Residential (HDR) and Recreation/Conservation (R-C) land use designations, the Planned Development-Residential (PD-R) zoning within the proposed Whitney Walk Residential General Development Plan, and all other City regulations, standards, and restrictions. The buildings are consistent with the Citywide Design Guidelines.

Section 2. The Design Review for the Whitney Walk Residential project (DR2024-0005) as depicted in Exhibit A, attached hereto and by this reference incorporated herein, is hereby approved subject to the conditions listed below. The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall be controlling and shall modify the exhibits. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition prior to a final Building Permit Inspection or Issuance of a Certificate of Occupancy as applicable. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Conditions

1) Conditions Matrix

a) Prior to or concurrently with the submittal of improvement plans, the applicant shall provide a Conditions Matrix, which addresses when and how each of the required conditions of approvals and mitigation measures will be completed.

2) Utilities

a) All utilities, including but not limited to internet, water, sewer, telephone, gas, electricity, and conduit for cable television shall be provided to the project in compliance with all-applicable standards and requirements of the applicable provider. (APPLICABLE UTILITY)

b) Solid Waste Disposal – Private trash, recycling, and organic waste disposal shall be managed to the satisfaction of Recology Auburn Placer. (RECOLOGY AUBURN PLACER, ENGINEERING, BUILDING, PLANNING)

c) Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off-site, as required to accommodate water services, to the satisfaction of Placer County Water Agency ("PCWA"). (PCWA)

d) Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off-site, as required to accommodate sewer services, to the satisfaction of South Placer Municipal Utility District ("SPMUD"). (SPMUD)

e) Prior to final map (or subdivision of the parcels), the project shall be included in the appropriate City financing districts, as needed, to provide fire protection and suppression services and ambulance and paramedic services, and operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting, to the satisfaction of the City Finance Officer. It is anticipated that the project will be required to annex into Community Facilities District (CFD) No. 1 and CFD No. 5 and de-annex from Lighting Maintenance District No. 1. (FINANCE, ENGINEERING, PUBLIC WORKS)

3) Schools

Prior to issuance of a Building Permit, the developer shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995. (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING)

4) Fire

a) Alley 1 will require the installation of a fire hydrant at the mid-point of the alley. The minimum required road width at a fire hydrant is 26 feet. Contact Fire for the required minimum width at fire hydrants.

~~b) No parking will be allowed on South Whitney Boulevard in front of the project sites. This section of South Whitney Boulevard is required to be~~

~~identified as "No Parking Fire Lane" by painted curbs and/or signage.~~ *(The removal of this condition of approval has been reviewed and approved by both City Fire and Engineering - 07/17/2025)*

c) No parking will be allowed at the end of Street A cul-de-sac given that the hose pull from the engine to the duets off Alley 4 and Alley 5 are from the end of the cul-de-sac.

d) The project shall comply with all applicable Fire Code requirements to the satisfaction of the Rocklin Fire Chief.

e) Paved fire apparatus access roads and water for fire-fighting is required at the commencement of combustible storage on the site. Vehicle access shall be provided to within 150 feet of all portions of the combustible storage or construction area(s). A minimum fire flow of 500 gallons per minute (gpm) shall be provided when combustible materials are delivered to the site. The fire hydrant providing the fire flow shall be within 500 feet of the combustible storage/construction area(s) as measured along an approved fire apparatus access road. If there is combustible storage/construction in multiple areas on the site, multiple fire hydrants which comply with the above conditions are required.

f) A Site Safety Plan which complies with the current California Fire Code is required to be approved by Rocklin Fire Department prior to permit issuance of the first building permit.

g) Prior to final occupancy, the applicant shall provide a third-party assessment, by an approved provider, of the radio coverage for emergency responders, and if necessary, take all steps needed to comply to the current California Fire Code section for "Emergency Responder Radio Coverage" and the Rocklin Fire Department "Emergency Responder Radio Coverage Systems" guidelines.

5) <u>Improvements / Improvement Plans</u>

Prior to any grading, site improvements, or other construction activities associated with this project improvement plans shall be prepared consistent with the exhibits and conditions incorporated as a part of this entitlement, and in compliance with all applicable city standards, for the review and approval of the City Engineer, Public Works Director and/or the Community Development Director.

Improvement plans shall be valid for a period of two years from date of approval by the City Engineer. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City

Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances.

The project improvement plans shall include the following:
(ENGINEERING, PUBLIC WORKS, PLANNING)

a) A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s) and in accord with the City of Rocklin Post-Construction Manual. The grading and drainage plan shall include the following:

i) Stormwater Management

(1) Prior to issuance of improvement plans, to ensure compliance with the National Pollutant Discharge Elimination System MS4s General Permit and the regulations and orders of the State Water Resources Control Board, the applicant shall prepare and implement an approved Stormwater Control Plan and Stormwater Operation and Maintenance Plan in accordance with the City of Rocklin Post-Construction Manual for the on-site treatment systems and hydromodification controls (if any, or acceptable alternative) to the satisfaction of the City Engineer and Public Services Department. All specified treatment systems and hydromodification controls shall be privately owned and maintained. (BUILDING, PUBLIC SERVICES)

(2) Prior to issuance of improvement plans, to ensure compliance with the National Pollutant Discharge Elimination System MS4s General Permit and the regulations and orders of the State Water Resources Control Board, the applicant shall prepare and implement a Stormwater Management Facility Operation and Maintenance Plan for the on-site treatment systems and hydromodification controls (if any, or acceptable alternative to the satisfaction of the City Engineer and Environmental Services Manager). All specified treatment systems and hydromodification controls shall be privately owned and maintained. (BUILDING, PUBLIC SERVICES)

(3) Prior to issuance of improvement plans (or building permit if no improvement plans), unless waived by the City Engineer and Environmental Services Manager, the developer shall grant a Stormwater Management Compliance Easement over the project site to the City of Rocklin, in a form acceptable to the City Attorney. The Stormwater

Management Compliance Easement shall be recorded with the Placer County Clerk's office and a copy of the recorded document shall be provided to the Environmental Services division. Said easement shall provide for the following: (CITY ATTORNEY, BUILDING, PUBLIC SERVICES)

(a) Grant site access to City employees for the purpose of performing operations and maintenance inspections of the installed treatment system(s) and hydromodification control(s) (if any).

(b) Grant site access to City employees for the purpose of performing operations and maintenance work on the installed treatment system(s) and hydromodification control(s) (if any) in the event that that the Director of Public Services determines, based upon the inspection results, that said work is not being performed adequately and has or will compromise the system's ability to function as required.

(c) A statement that the City may, at its option, cause the operational and maintenance responsibilities set forth in the Stormwater Management Facility Operation and Maintenance Plan to be performed and place a special assessment against the project site to recover the costs to the City in the event the project is not operated and maintained in accord with the approved Stormwater Management Facility Operation and Maintenance Plan. (RMC §8.30.150).

ii) All storm drainage inlets shall be stamped with City Engineer approved wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system.

iii) Site design measures for detaining run off at pre-development levels, including location and specifications of oversized pipes, on-site or off-site detention basins, if any, or other acceptable methods.

iv) Drainage management areas including drainage features, such as lined drainage swales.

v) The developer shall prepare a Storm Water Pollutant Protection Plan ("SWPPP") for review and approval by the State Regional

Water Quality Control Board as part of the project's drainage improvement plans.

b) Prior to the commencement of grading operations, and if the project site will not balance with respect to grading, the contractor shall identify the site where any excess earthen material shall be deposited. If the deposit site is within the City of Rocklin, the contractor shall submit a report issued by a technical engineer to verify that the exported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified. If the site requires importing of earthen material, then prior to the commencement of grading operations, the contractor shall identify the site where the imported earthen material is coming from and the contractor shall submit a report issued by a technical engineer to verify that the imported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified.

c) If at any time during the course of grading or construction activities evidence of the existence of old wells, septic systems or other similar features or any other evidence of soil and/or groundwater contamination with hazardous material is encountered, work shall be halted within 100 feet of the find and the City of Rocklin Engineer shall be notified. The City Engineer shall make a determination as to the nature of the feature(s) ~~(~~and/or contamination, the appropriate size for a buffer around the feature beyond which work could continue on the balance of the site, and which outside agencies, if any, should be notified and involved in addressing and / or remediation of the feature or contamination. At the discretion of the City Engineer and at the applicant's expense, a qualified consultant(s) shall be retained to assess and characterize the feature or contamination and to determine appropriate remediation, if any. Remediation of the feature including obtaining any special permits and/or approvals as needed shall be completed and documented to the satisfaction of the City Engineer and any responsible agencies, such as but not limited to the Placer County Department of Environmental Health, and the Central Valley Regional Water Quality Control Board, prior to completion of grading / construction in the affected area.

d) All on-site standard improvements, including but not limited to:

i) All access and grading improvements as shown on Exhibit A. (PLANNING, ENGINEERING)

ii) Paving, curbs (including concrete curbs to contain all landscape areas adjacent to vehicle parking areas or travel lanes), gutters, sidewalks, drainage improvements, irrigation improvements (main lines and distribution where located under paved areas), utility

improvements, parking lot lights, fire hydrants, retaining walls, fences, pilasters, enhanced pavement treatments, trash enclosures, etc. (PLANNING, ENGINEERING)

iii) All necessary easements for drainage, access, utilities, etc., shall be shown and offered for dedication (or Irrevocable Offer of Dedication provided) with the improvement plans including but not limited to City access to the open space parcel to the south of the project site. (PLANNING, ENGINEERING)

iv) To the extent possible underground facilities such as, but not limited to, electrical, gas, water, drainage, and irrigation lines shall be located outside of or to the edge of areas designated for landscaping so as to minimize impacts to the viability of these areas. (PLANNING, ENGINEERING)

e) Improvement plans shall include landscape and irrigation plans for new and replacement landscaping and irrigation in the public right-of-way (back of sidewalk and/or curb and the medians) along / in South Whitney Boulevard and Sunset Boulevard. (ENGINEERING, PUBLIC WORKS, PLANNING)

i) The right-of-way landscape plans and landscaping shall conform with Exhibit A, and the requirements of conditions below to the satisfaction of the Director of Public Works.

ii) Granite or moss rock boulders along the planting strips (consistent with existing features) in the right-of-way.

iii) Use of plastic composite-style head boards at the right-of-way/property line.

iv) In all landscape areas, add Walk-on Bark to existing and new landscape for a uniform look and to help refresh the frontage landscaping.

v) Prior to construction of the project driveways sleeves shall be provided in which all irrigation mainline, laterals and irrigation wires shall be placed.

f) Boulders or City-standard post and cable fencing shall be installed along the frontages of any undeveloped project areas / building pads to prevent illegal access, parking, and dumping. (ENGINEERING)

g) Prior to any grading or construction activities, including issuance of improvement plans, the developer shall submit a design-level soil

investigation for the review and approval of the City Engineer and Chief Building Official that evaluates soil and rock conditions, particularly the potential for expansive soils. The professional engineer that prepared the soil investigation shall recommend appropriate roadway construction and foundation techniques and other best practices that are to be implemented by the project during construction. These techniques and practices shall address expansive soils or other geological concerns requiring remediation, including but not limited to:

- Recommendations for building pad and footing construction;
- Use of soil stabilizers or other additives; and
- Recommendations for surface drainage.

(BUILDING, ENGINEERING)

h) Notes addressing conformance with the development standards and requirements of the City of Rocklin shall be included on the project improvement plans, including but not limited to the following: (PLANNING, ENGINEERING)

i) Prior to commencement of grading, the developer shall submit a Construction Emission / Dust Control Plan for approval by the City Engineer and the Placer County Air Pollution Control District ("Placer County APCD"). This plan must address how the project meets the minimum requirements of sections 300 and 400 of Rule 228-Fugitive Dust.

ii) Any diesel-powered equipment used during project construction shall be Air Resources Board ("ARB") certified.

iii) The prime contractor shall submit to the Placer County Air Pollution Control District a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the Placer County APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the Placer County APCD with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.

iv) Construction equipment exhaust emissions shall not exceed Placer County APCD Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be

immediately notified by Placer County APCD to cease operations and the equipment must be repaired within 72 hours.

v) Processes that discharge 2 pounds per day or more of air contaminants, as defined by California State Health and Safety Code Section 39013, to the atmosphere may require a permit. Developers / Contractors should contact the Placer County APCD prior to construction or use of equipment and obtain any necessary permits.

vi) During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel-powered equipment.

vii) Traffic speeds on all unpaved road surfaces shall be posted at 15 mph or less.

viii) During construction the contractor shall utilize existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators to minimize the use of temporary diesel power generators.

ix) All construction equipment shall be maintained in clean condition.

x) The prime contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall "wet broom" the streets (or use another method to control dust as approved by the City) if silt, dirt mud or debris is carried over to adjacent public thoroughfares.

xi) If fill dirt is brought to or exported from the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.

xii) All grading operations shall be suspended when fugitive dust emissions exceed Placer County APCD Rule 228-Fugitive Dust limitations. The prime contractor shall be responsible for having an individual who is California Air Resources Board ("CARB") certified to perform Visible Emissions Evaluations ("VEE"). This individual shall evaluate compliance with Rule 228 on a weekly basis.

xiii) Fugitive dust emissions shall not exceed 40% opacity and shall not go beyond the property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas, the developer shall ensure such agents are controlled so as not to exceed Placer County APCD Rule 228-Fugitive Dust limitations.

xiv) The prime contractor shall suspend all grading operations when wind speeds (including instantaneous gusts) are excessive and dust is impacting adjacent properties.

xv) Water shall be applied to control fugitive dust, as needed, to prevent impacts offsite. Operational water trucks shall be onsite to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.

xvi) In order to minimize wind driven dust during construction, the prime contractor shall apply methods such as surface stabilization, establishment of a vegetative cover, paving, (or use another method to control dust as approved by the City).

xvii) Open burning of any kind shall be prohibited. All removed vegetative material shall be either chipped on site or taken to an appropriate recycling site, or if a site is not available, a licensed disposal site.

xviii) Chemical soil stabilizers, vegetative mats, or other appropriate best management practices to prevent erosion, in accordance with manufacturers' specifications, shall be applied to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).

xix) All exposed surfaces shall be revegetated as quickly as feasible.

i) The applicant shall comply with the following which shall be included as project notes on the improvement plans (PLANNING, ENGINEERING):

i) If an inadvertent discovery of cultural materials (e.g., unusual amounts of shell, charcoal, animal bone, bottle glass, ceramics, burned soil, structure/building remains) or tribal cultural resources is made during project-related construction activities, ground disturbances in the area of the find shall be halted and a qualified professional archaeologist, the Environmental Services Manager and the Native American Heritage Commission shall be notified regarding the discovery. The archaeologist shall determine whether the resource is potentially significant as per CEQA (i.e., whether it is a historical resource, a unique archaeological resource, a unique paleontological resource, or a tribal cultural resource) and shall develop specific measures to ensure preservation of the resource or to mitigate impacts to the resource if it cannot feasibly be preserved in light of costs, logistics, technological considerations, the location of the find, and the extent to which avoidance and/or

preservation of the find is consistent or inconsistent with the design and objectives of the project. Specific measures for significant or potentially significant resources would include, but are not necessarily limited to, preservation in place, in-field documentation, archival research, subsurface testing, and excavation. The specific type of measure necessary would be determined according to evidence indicating degrees of resource integrity, spatial and temporal extent, and cultural associations, and would be developed in a manner consistent with CEQA guidelines for preserving or otherwise mitigating impacts to archaeological and cultural artifacts and tribal cultural resources.

ii) In the event of the accidental discovery or recognition of any human remains, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains, until compliance with the provisions of Sections 15064.5 (e) (1) and (2) of the CEQA Guidelines, as well as Public Resources Code Section 5097.98, has occurred. If any human remains are discovered, all work shall stop in the immediate vicinity of the find and the County Coroner shall be notified, according to Section 7050.5 of the California Health and Safety Code. The City's Environmental Services Manager shall also be notified. If the remains are Native American, the Coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods, and the landowner shall comply with the requirements of AB2641 (2006).

j) The applicant shall comply with the following which shall be included as project notes on the improvement plans (PLANNING, ENGINEERING):

i) If at any time during the course of grading or construction activities evidence of the existence of old wells, septic systems or other similar features is encountered, work shall be halted within 100 feet of the find and the City of Rocklin Engineer shall be notified. The City Engineer shall make a determination as to the nature of the feature (or features), the appropriate size for a buffer around the feature beyond which work could continue on the balance of the site, and which outside agencies, if any, should be notified and involved in addressing and/or remediation of the feature. At the discretion of the City Engineer and at the applicant's expense, a qualified consultant(s) shall be retained to assess and characterize the feature and to determine appropriate remediation, if any. Remediation of the feature including obtaining any special permits and/or approvals as needed shall be completed and documented to

the satisfaction of the City Engineer and any responsible agencies, such as but not limited to the Placer County Department of Environmental Health, prior to completion of grading/construction in the affected area.

ii) If blasting activities are to occur in conjunction with site development, the contractor shall conduct the blasting activities in compliance with State and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any blasting activities. Information submitted to obtain a blasting permit shall include a description of the work to be accomplished and a statement of necessity for blasting as opposed to other methods considered, including avoidance of hard rock areas, safety measures to be implemented, such as blast blankets, and traffic groundshaking impacts. The contractor shall coordinate any blasting activities with police and fire departments to ensure proper site access control, traffic control, and public notification including the media and affected residents and businesses, as appropriate. Blasting specifications and plans shall include a schedule that outlines the time frame that blasting will occur to limit noise and traffic inconveniences.

iii) The project applicant, in consultation with the City of Rocklin and CDFW, shall conduct a pre-construction breeding-season survey (generally February 1 through September 1) of the project site and all accessible areas within a 500-foot radius of proposed construction areas no more than 14 days prior to the start of construction. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey or other protected birds (e.g., migratory songbirds) are nesting on or directly adjacent to the project site. No surveys would be needed if construction activities occur outside of the dates shown.

If phased construction procedures are planned for the project, the results of the above survey shall be valid only for the season when it is conducted. A new survey shall be conducted for construction occurring in subsequent seasons. If a break in construction activity of more than 14 days occurs, then subsequent surveys shall be conducted.

A report shall be submitted to the City of Rocklin within 14 days of the completed survey(s), that includes, at a minimum, the following information: A description of methodology including dates of field visits, the names of survey personnel with resumes, and a list of references cited and persons contacted. A map showing the

location(s) of any raptor or other bird nests observed on the project site.

If the above survey does not identify any nesting species on the project site, no further mitigation shall be required. However, should any species be found nesting on the project site, the following mitigation measure shall be implemented.

iv) The project applicant, in consultation with the City of Rocklin and CDFW, shall avoid all nest sites located in the project site during the breeding season while the nest is occupied with adults and/or young. The occupied nest shall be monitored by a qualified biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a non-disturbance buffer zone around the nest site. Specifically, if active raptor or tricolored blackbird nests are found, construction activities shall not take place within 500 feet of the nest/colony until the young have fledged. If active nests for any other bird covered under the MBTA are found, a 100-foot non-disturbance buffer shall be established until the young have fledged. These non-disturbance buffers may be reduced if a smaller buffer, along with nest monitoring (if applicable), is proposed by the qualified project biologist and approved by the City. The reduced buffer distance shall take into consideration the natural history of the species of bird nesting, the proposed activity level adjacent to the nest, habituation to existing or ongoing activity, and nest concealment (are there visual or acoustic barriers between the proposed activity and the nest). The qualified project biologist can visit the nest as needed to determine when the young have fledged the nest and are independent of the site or the nest can be left undisturbed until the end of the nesting season. Construction activities may only resume within the buffer zone after a follow-up survey by the qualified project biologist has been conducted and a report has been prepared indicating that the nest (or nests) are no longer active.

Should construction activities cause a nesting bird to vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest in a manner that would be considered a result of construction activities, then the established exclusionary buffer shall be increased such that activities are far enough from the nest to stop agitated behavior. The exclusionary buffer shall remain in place until the chicks have fledged or as otherwise determined by the qualified project biologist in consultation with the City.

v) If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after September 1st or until the adults and young are no longer dependent on the nest site as determined by a qualified biologist.

6) Improvements in the Public Right-of-Way

a) The applicant shall obtain an encroachment permit for all improvements within the public right-of-way. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. (PUBLIC WORKS)

7) Landscaping

a) Final landscape plans shall be provided by the developer and approved by the Community Development Director. The landscape plans shall comply with the following requirements (PLANNING):

i) The landscaping plan shall be prepared by a landscape architect and shall include:

(1) A legend of the common and botanical names of specific plant materials to be used. The legend shall indicate the size of plant materials and appropriate numbers of plants and spacing for groundcovers.

(2) Shrubs shall be a minimum 5 gallon and trees a minimum of 15 gallon and meet the minimum height specified by the American Standards for Nursery Stock. Plant varieties shall be provided in the largest nursery container locally available regardless of which category and of what size they are shown in the Plant Schedule.

(3) To achieve compliance with the Design Review Guidelines, a strong mix of plant varieties within those listed for each planting type shall be used, and the plant quantities shall be

adjusted, if needed, at the determination of the Community Development Director.

(4) A section diagram of proposed tree staking. All tree stakes shall be constructed of metal.

(5) An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.

(6) Berming of landscape strips along the public right-of-way and the installation of shrubs, or alternative design to the satisfaction of the Community Development Director, to screen the undercarriages of vehicles as viewed from off-site.

(7) Provision for the shading of the visitor parking lot, including parking spaces, maneuvering areas, driveways and drive aisles, by shade trees of appropriate size(s) and characteristic(s) in locations to achieve 50% shading at maturity (15 years from planting). Include a calculation demonstrating compliance with this condition on the plan.

(8) Granite or moss rock boulders along the planting strips.

(9) Use of plastic composite-style header boards or equivalent.

(10) Use of walk-on bark in all planter areas.

ii) The plan shall be certified by the landscape architect that the landscape plan meets the requirements of the Water Conservation in Landscaping Act. Government Code §65591, et seq.

b) All landscaping shall be installed and the landscape architect shall certify, in writing, that the landscaping and irrigation system have been installed in full compliance with the approved plans prior to issuance of a Certificate of Occupancy. (PLANNING)

c) Any area disturbed by construction activities but not developed or landscaped shall be hydroseeded (with a drought tolerant mix of wild flowers and grasses) prior to final inspection / acceptance of improvements. (PLANNING, BUILDING, ENGINEERING)

8) Lighting

a) All exterior lighting shall be designed and installed to avoid adverse glare on adjacent properties. Cut-off shoebox type or decorative lighting fixtures,

or equivalent, shall be used and mounted such that all light is projected directly toward the ground. Light poles shall be a maximum of 20 feet in height as measured from grade to the top of the light. The lighting design plan shall be approved by Community Development Director for compliance with this condition. (PLANNING)

9) Design

a) The back or rear of any parapet wall that may be visible from an adjacent right of way or property shall be painted the same color as the front of the parapet wall to provide a more finished appearance. (PLANNING)

b) If proposed, developer installed play equipment shall include either poured in place or rubberized tile flooring, or approved alternative, for accessibility purposes. (BUILDING)

10) Signs

a) If proposed, all signs shall conform with the Sign Ordinance of the City of Rocklin. (PLANNING, ENGINEERING, FIRE)

11) Screening of Mechanical Equipment

a) All mechanical and/or related equipment, such as but not limited to, roof hatch railings, RTUs, vents, HVAC units, whether ground- or roof-mounted shall be screened from view from all public rights-of-way to the satisfaction of the Community Development Director. To the greatest extent feasible, parapet walls should be used to screen roof-mounted equipment. The design of the screening shall be in harmony with the architectural design of the building. (PLANNING)

b) The appearance of large utility features such as double detector check valves shall be minimized through the use of utility blankets or other acceptable screening methods. The developer shall also demonstrate that these facilities have been moved as far as possible from the public right-of-way. (PLANNING)

12) Fences and Gates

a) If proposed, tubular metal fences shall have flat top pickets (or have a smooth rail at the top), be powder-coated (black/brown/dark green), and be constructed of medium gauge, or better, steel or aluminum. (PLANNING / PUBLIC WORKS)

b) All gate codes shall be provided to the Rocklin Police and Fire Departments. (FIRE, POLICE, PUBLIC WORKS)

13) Security

a) Prior to building permit issuance, the applicant shall prepare a security plan for review by the Rocklin Police Department, and shall provide the Rocklin Police Department with the name(s) and telephone number(s) of a responsible party to contact / the president of the homeowner's association. (POLICE)

b) Prior to building / unit occupancy the property owner, or each tenant, shall obtain and maintain at all times, an Alarm System Permit for each security system installed and operated in the complex, if any, in accord with the requirements of Chapter 9.44 of the Rocklin Municipal Code. (POLICE)

14) Maintenance

a) The property owner shall remove within 72 hours all graffiti placed on any fence, wall, existing building, paved area or structure on the property consistent with the provisions of Rocklin Municipal Code Section 9.32. Prior to removal of said graffiti, the property owner shall report the graffiti vandalism to the Rocklin Police Department. (PLANNING, POLICE)

b) The project, including but not limited to paving, landscaping, structures, and improvements shall be maintained by the property owners, to the standard of similarly situated properties in equivalent use zones, to the satisfaction of the Community Development Director. (PLANNING)

15) Parks

a) Park fees shall be paid as required by the Rocklin Municipal Code Chapter 17.71 and Chapter 16.28. (ENGINEERING)

b) Community Park Fees shall be paid as required by the City Council. (BUILDING)

16) Noise

a) All "self-powered" construction equipment and stationary noise sources (i.e., pumps, electrical generators, etc.) shall be equipped with noise control devices (e.g., mufflers). (ENGINEERING, BUILDING)

b) Equipment "warm-up" areas, water storage tanks, equipment storage areas, and stationary noise-generating machinery (i.e., pumps, electrical generators, etc.) shall be located away from existing residences and other sensitive noise receptors to the extent feasible. (ENGINEERING, BUILDING)

c) All phases of project development shall be subject to the City of Rocklin Construction Noise Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 7:00 p.m. on weekends. This noise restriction shall be posted at all entrances to the project site prior to any construction activities; the sign(s) shall be weather proof and a minimum size of 4' x 4'. The Community Development Director may grant exceptions to the Construction Noise Guidelines if, in the opinion of the Community Development Director, special and unusual circumstances exist that make strict adherence to the Construction Noise Guidelines infeasible. (ENGINEERING, BUILDING)

d) The developer shall provide an individual to serve as a Noise Coordinator and implement the following: (ENGINEERING, BUILDING)

i) As a function of on-site project management, an on-site Noise Coordinator shall be employed by the developer, and their name and telephone number along with instructions on how to file a noise complaint shall be posted conspicuously around the project site, and at all vehicle entrances to public streets, during all project construction phases. The posted signage shall include the construction hours allowed by City policy and shall be sized large enough to include 3-inch-tall lettering.

ii) The Noise Coordinator's duties shall include fielding and documenting noise complaints, determining the source of the complaint (e.g., piece of construction equipment), determining whether noise levels at the project boundary are within acceptable limits consistent with the General Plan hourly noise standards and with this condition (see 14.c. above), and reporting complaints to the City with documented noise levels at the time of complaint via email.

iii) The Noise Coordinator shall work, to the extent feasible, with the surrounding residents and project contractors to schedule activities to minimize disturbance of residents during the daytime hours. Prior to commencement of any early morning or night time work required by the City or utility companies, approval from the Community Development Director is required. The request for approval shall be submitted not less than 72 hours in advance of the work commencing and the Noise Coordinator shall provide documentation of notification to the neighboring property owners.

17) Air Quality

a) Electrical receptacles shall be installed in the exterior walls of the building(s) in this project to promote the use of electrical landscaping equipment. (BULDING, PLANNING)

b) Low nitrous oxide (NO_x) natural gas hot water heaters shall be installed if gas hot water heaters are to be used in this project. (BUILDING, PLANNING)

18) Phasing

If the project is to be phased, a Project Construction Phasing Plan shall be submitted for review and approval by the Community Development Director that includes the following:

a) The building or buildings to be constructed and open to tenants / customers and all appurtenant structures (walls, fencing, site amenities, etc.) and improvements (driveways, water mains, fire hydrants) with each phase;

b) A Temporary Fencing Plan that shows how tenants / customers of the occupied buildings will be kept from entering active construction areas;

c) Emergency Vehicle access through the site and available fire suppression services for each phase to be approved by the Fire Department; (ENGINEERING, BUILDING, PLANNING)

19) Special Conditions

a) Prior to the first certificate of occupancy, the westbound turn pocket at South Whitney Boulevard along Sunset Boulevard shall be extended to adequately address queuing deficiencies per the Whitney Walk Transportation Impact Study (Kimley Horn, May 2025). Improvements shall be made to the satisfaction of the City Engineer. (ENGINEERING)

b) Prior to issuance of the first certificate of occupancy, the developer shall complete the installation of curb, gutter, sidewalk, and Class 2 bike lane for the entire length of APN 016-210-011 along the Sunset Boulevard frontage. Improvements shall be made to the satisfaction of the City Engineer. (ENGINEERING)

c) All open space, common space, roads, paseos, alleyways, and other amenities proposed on the site shall be managed and maintained by the development's Home Owner's Association. (ENGINEERING, PUBLIC WORKS)

d) Pursuant to Chapter 17.77 *Oak Tree Preservation*, mitigation of protected oak trees shall be satisfied by one of the two following options:

i) On-site replacement at two (2) new oak trees planted for every one (1) removed; or

ii) Payment of fees to the Rocklin Oak Tree Preservation Fund.

(PLANNING)

e) The development shall comply with all applicable approved Mitigation Monitoring Plan and/or Mitigation Measures approved and identified in the 2015 Sunset Hills Townhomes Initial Study/Mitigated Negative Declaration (IS/MND) and the 2016 South Whitney Mixed-Use Townhomes and Medical Center IS/MND and the June 2025 Whitney Walk Residential Project Initial Study/Addendum. (PLANNING)

20) Americans with Disabilities Act Compliance

Unless waived by the City Engineer, the Developer shall retain and furnish to the project a Certified Access Specialist (CASp) Inspector as certified by the California Division of State Architect (DSA). The scope of work for the CASp Inspector is to certify ADA compliance of Developer-constructed work on private property that will be owned and maintained by private owners prior to issuance of a certificate of occupancy for the project or acceptance of improvements, whichever comes first. The CASp Inspector shall provide a written, signed CASp Inspection Report of their findings and conclusions, and provide said report to the City confirming that all elements of the project are ADA compliant. Any non-ADA compliant work shall be rejected and corrected. Non-compliant work shall be reinspected and a new CASp inspection report submitted to the City. The CASp inspection performed in accordance with the Construction-Related Accessibility Standards Compliance Act (CRASCA) shall provide “qualified defendant” status. (PLANNING, ENGINEERING)

21) Indemnification and Duty to Defend

As a condition for project approval, Owner or an agent of Owner acceptable to City shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding, against the City or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, void or annul an approval by the City and its agents, officers, and employees, or other City advisory agency, appeal board, or legislative body concerning this project approval. City shall promptly notify owner of any such

claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding. (CITY ATTORNEY)

22) Validity

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

b) This entitlement shall not be considered valid and approved unless and until the concurrent Tentative Subdivision Map, SD2024-0005, has been approved. (PLANNING)

c) This entitlement shall not be considered valid and approved unless and until the concurrent General Development Plan, PDG2024-0002, has been approved. (PLANNING)

d) Approval of this entitlement does not relieve the developer of the need to obtain subsequent permits and approvals, such as but not limited to Grading Permits, Improvement Plans, and Building Permits. (PLANNING)

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A
DESIGN REVIEW PACKAGE

Whitney Walk Residential (DR2024-0005)



EXHIBIT A
DR2024-0005

Recommended for Approval by the Planning Commission
on June 17, 2025 *David Mohlenbrok*

WHITNEY WALK

SINGLE FAMILY & DUETS

WHITNEY SUNSET 14 LLC

TSD ENGINEERING, INC. expect more.

JDA JEFFREY DEMURE + ASSOCIATES ARCHITECTS PLANNERS

FUHRMAN LEAMY LAND GROUP

CITY OF ROCKLIN, CALIFORNIA
03.14.2025 | PLANNING SUBMITTAL

VICINITY MAP



CONTEXT MAP



PROJECT TEAM

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Preliminary Site Plan

WHITNEY WALK - PARKING SUMMARY

GARAGE SPACES	- 120 [SINGLE FAMILY DETACHED]
GARAGE SPACES	- 110 [DUET ATTACHED]
DRIVEWAY SPACES	- 14 [LOTS 39-45]
ON-STREET (PARALLEL)	- 104 [9'x24']
OFF-STREET (STANDARD)	- 6 [9'x19'w/2' OVERHANG]
TOTAL SPACES	- 354

GENERAL NOTES:

1. STREETS "A" & "B" ARE PROPOSED TO BE PUBLIC.
2. ALLEYS 1 – 9 ARE PROPOSED TO BE PRIVATE.
3. EXISTING OPEN SPACE AND CONSERVATION EASEMENT TO BE CONVERTED TO PARCEL WITH FINAL MAP.
4. EXISTING ACCESS ESMT. PER DOC-2003-133319, O.R.P.C, SLOPE ESMT. PER DOC-2003-133320, O.R.P.C, ACCESS AGREEMENT PER DOC-2007-89578, O.R.P.C, SLOPE AGREEMENT PER DOC-2007-89579, O.R.P.C TO BE ABANDONED AFTER RECORDATION OF PROPOSED BOUNDARY LINE ADJUSTMENT.
5. EXISTING PARKING LOT IMPROVEMENTS ON ADJACENT PROPERTY (APN: 016-210-009-000) ENCROACH PROJECT PROPERTY (0' TO 4.9'±).



KEY FEATURES LEGEND:

- SINGLE-FAMILY (DETACHED) [SEE LOT DETAIL "SD1" SHEET C-6]
- SINGLE-FAMILY DUET (ATTACHED) [SEE LOT DETAIL "SD2" SHEET C-6]
- ROCKERY RETAINING WALL
- MASONRY SOUNDWALL w/PILASTER
- POST & CABLE FENCING
- OPEN VIEW (STEEL TUBE) FENCING
- PUBLIC CURB, GUTTER & SIDEWALK [WITH PARALLEL PARKING]
- ACCESS GATE
- EXISTING TREE TO REMAIN
- OH — EXISTING OVERHEAD UTILITY LINES
- LIMIT OF FEMA FLOOD ZONE AE [100-YR FLOOD EXTENT]

SURFACE LEGEND:

- ASPHALT PAVEMENT
- LANDSCAPE AREA
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT
- BIO-RETENTION FEATURE

N

scale: 1"=40'

40 0 20 40 80

WHITNEY WALK - ROCKLIN

C-2

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By: **Whitney Sunset 14, LLC**
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

FEBRUARY 26, 2025 - SECOND SUBMITTAL

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

G:\Projects\528+\528+004\02 DWG\02+ Planning\PD\WW_C2 - Preliminary Site Plan.dwg, Model, 3/10/2025 8:54:44 AM, JD+A



TREE SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WATER USE	QTY
	ACER RUBRUM `REDPOINTE` / REDPOINTE MAPLE (40'X20')	15 GAL.	MOD	34
	ACER RUBRUM 'OCTOBER GLORY' / OCTOBER GLORY RED MAPLE (40'X35')	24" BOX	MOD	34
	ARCTOSTAPHYLOS MANZANITA 'DR. HURD' / DR. HURD COMMON MANZANITA (15'X15')	15 GAL.	VERY LOW	23
	CERCIS CANADENSIS / EASTERN REDBUD (20'X20')	24" BOX	LOW	20
	CHIONANTHUS RETUSUS / CHINESE FRINGE TREE (20'X15')	15 GAL.	MOD	12
	PODOCARPUS GRACILIOR / FERN PINE (40'X20')	15 GAL.	MOD	19
	QUERCUS LOBATA / VALLEY OAK (60'X40')	24" BOX	LOW	13
	TILIA CORDATA `GREENSPIRE` / GREENSPIRE LINDEN (40'X25')	15 GAL.	MOD	4
	ULMUS PARVIFOLIA `DRAKE` / DRAKE LACEBARK ELM (50'X35')	24" BOX	MOD	30
	ULMUS PROPINQUA 'JFS-BIEBERICH' / EMERALD SUNSHINE® ELM	15 GAL.	LOW	20
	ZELKOVA SERRATA 'CITY SPRITE' / COMPACT SAWLEAF ZELKOVA (20'X15')	24" BOX	MOD	13

CONCEPT PLANT SCHEDULE

SHRUB AREAS

ARBUTUS UNEDO 'COMPACTA' / COMPACT STRAWBERRY TREE	5 GAL., LOW
ARCTOSTAPHYLOS X `JOHN DOURLEY` / JOHN DOURLEY MANZANITA	5 GAL., LOW
BACCHARIS X 'STERILE CENTENNIA.' / CENTENNIAL COYOTE BRUSH	5 GAL., LOW
CALLISTEMON VIMINALIS `LITTLE JOHN` / DWARF WEEPING BOTTLEBRUSH	5 GAL., LOW
CHONDROPETALUM TECTORUM / SMALL CAPE RUSH	5 GAL., LOW
CISTUS LADANIFER / CRIMSON SPOT ROCKROSE	5 GAL., LOW
CISTUS X 'GRAYSWOOD PINK' / GRAYSWOOD PINK ROCKROSE	5 GAL., LOW
DIETES BICOLOR / FORTNIGHT LILY	5 GAL., LOW
ELYMUS CONDENSATUS `CANYON PRINCE` / CANYON PRINCE WILD RYE	5 GAL., LOW
GREVILLEA ROSMARINIFOLIA / ROSEMARY GREVILLEA	5 GAL., LOW
LIGUSTRUM JAPONICUM 'TEXANUM / TEXAS JAPANESE PRIVET	15 GAL., LOW
LOMANDRA LONGIFOLIA `BREEZE` / BREEZE MAT RUSH	5 GAL., LOW
MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	5 GAL., LOW
OLEA EUROPAEA `LITTLE OLLIE` TM / LITTLE OLLIE OLIVE	5 GAL., LOW
RHAPHIOLEPIS INDICA `PINK DANCER` / PINK DANCER INDIAN HAWTHORN	15 GAL., LOW
SALVIA MICROPHYLLA `HOT LIPS` / HOT LIPS SAGE	5 GAL., LOW
WESTRINGIA FRUTICOSA `MUNDI` TM PP 24042 / LOW COAST ROSEMARY	5 GAL., LOW

GROUNDCOVER AREA

ACACIA REDOLENS 'LOW BOY' / LOW BOY PROSTRATE ACACIA (2'X8')	1 GAL., LOW
CEANOTHUS G. H. 'DIAMOND HEIGHTS' / DIAMOND HEIGHTS CARMEL CREEPER (1'X5')	1 GAL., LOW
COPROSMA KIRKII 'VERDE VISTA' / VERDE VISTA CREEPING COPROSMAT (3'X6')	1 GAL., LOW
LOMANDRA LONGIFOLIA PLATINUM BEAUTY / PLATINUM BEAUTY LOMANDRA (3'X3')	1 GAL., LOW
TEUCRIUM X LUCIDRYS PROSTRATUM / GERMANDER (6"X3')	1 GAL., LOW
NEPETA X FAASSENII 'LIMELIGHT' / LIMELIGHT CATMINT (8"X2')	1 GAL., LOW

TURF AREA

TURF SOD BOLERO PLUS / FESCUE BLEND	SOD, HIGH

NO MOW TURF AREA

NO MCW TURF SOD / FINE FESCUE BLEND	SOD, MOD

STORMWATER FEATURES

TURF SOD BIOFILTRATION SOD / DELTA BLUEGRASS BIOFILTRATION SOD	SOD, MOD

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	EXISTING TREES TO REMAIN. VERIFY IN FIELD.
2	PROPOSED BUILDINGS. SEE ARCHITECTURAL PLANS.
3	PROPOSED STORMWATER APPURTENANCES. SEE CIVIL PLANS.
4	PROPOSED ROCKERY WALLS. SEE CIVIL PLANS.
5	PROPOSED RETAINING WALLS. SEE DETAIL C, SHEET PL2.
6	PROPOSED CMU SCREEN WALL WITH 24" SQUARE PILASTERS. SEE DETAILS B, SHEET PL2.
7	PROPOSED 6' OPEN METAL FENCING. SEE DETAIL D, SHEET PL2.
8	PROPOSED 6' OPEN METAL DOG FENCING. SEE DETAIL E, SHEET PL2.
9	PROPOSED 6' OPEN METAL PEDESTRIAN GATE AT DOG PARK. SEE DETAIL F, SHEET PL2.
10	PROPOSED POST & CABLE FENCING. SEE DETAIL G, SHEET PL2.
11	PROPOSED TURF AREAS.
12	PROPOSED BENCHES.
13	PROPOSED PICNIC AREAS.
14	PROPOSED DOG PARK.
15	PROPOSED CORNHOLE.
16	PROPOSED FOOSEBALL TABLE.
17	PROPOSED SHADE STRUCTURE & PICNIC AREA.
18	PROPOSED TOT LOT.
19	PROPOSED GRANITE BOULDERS, TYP.

WHITNEY WALK
ROCKLIN, CA

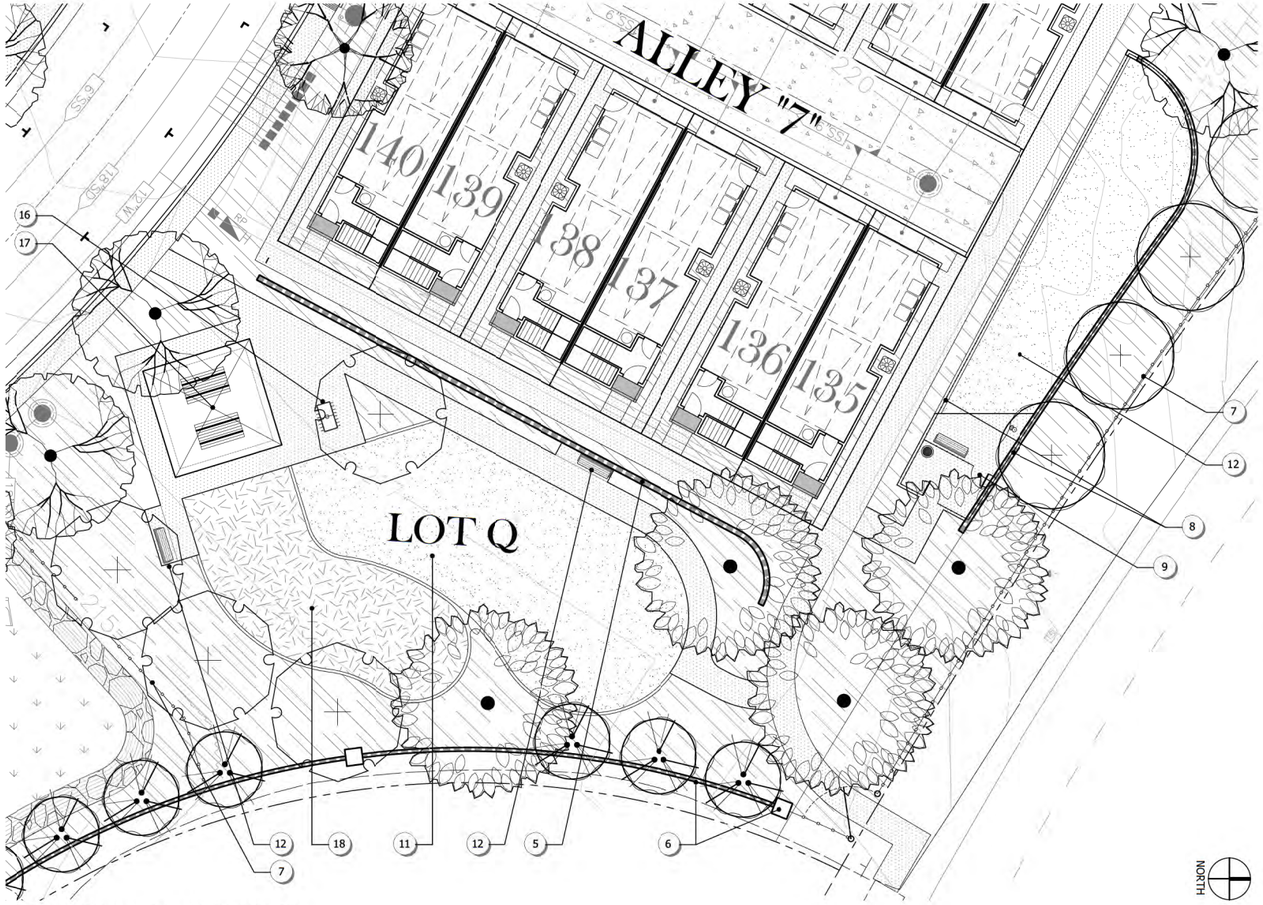
PRELIMINARY LANDSCAPE PLAN

Scale: 1" = 40'-0"

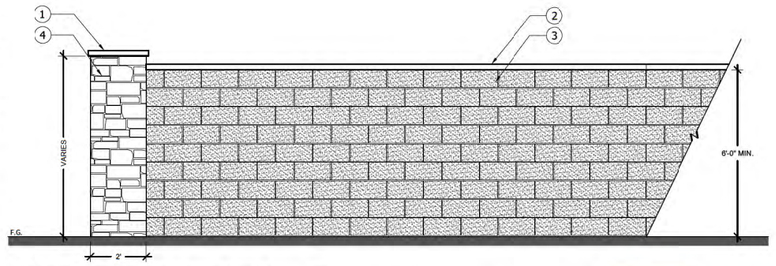
SHEET PL1

FUHRMAN LEAMY LAND GROUP
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www.flandgroup.com

DATE: 03.17.2025
PROJECT: P&A: 24034



A LOT Q PARK: MAIN AMENITY SPACE
SCALE: 1" = 10'-0"



1. EL DORADO STONE PREFABRICATED SPLIT-EDGE COLUMN CAP. COLOR: WHITE CLOUD. LOCATE PILASTERS PER PLAN.
2. EL DORADO STONE SPLIT EDGE WALL CAP. COLOR: WHITE CLOUD.
3. BASALITE 8"X8"X16" CMU BLOCK. SPLIT FACE FRONT/SMOOTH BACK. COLOR: GREY 225.
4. 24" SQ. PILASTER WITH EL DORADO STONE VINTAGE RANCH VENEER. COLOR: STRAUSWOOD.

NOTE:
* WALLS, PILASTERS, WALL CAPS, AND PILASTER CAPS NEED A MINIMUM OF TWO (2) COATS OF ANTI-GRAFFITI COATING. GRAFFITI COATING SHALL BE NON-SACRIFICIAL, AND UPON COMPLETION OF THE COATING APPLICATION, CONTRACTOR SHALL PROVIDE CUT SHEET FOR PRODUCT USED AND GUARANTEE LETTER TO DISTRICT STATING THAT COATING APPLICATION HAS BEEN COMPLETED PER MANUFACTURER'S SPECIFICATIONS.

**PLACEMENT OF BLOCK TO BE LOCATED FULLY WITHIN PROJECT PARCEL.



EL DORADO STONE SPLIT-EDGE COLUMN CAP COLOR: WHITE CLOUD

EL DORADO STONE VINTAGE RANCH VENEER COLOR: STRAUSWOOD

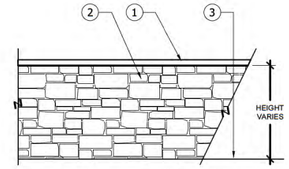
BASALITE SPLIT FACE BLOCK COLOR: 225

B CMU SCREEN WALL & 24" SQUARE PILASTER (ELEVATION)
1/2" = 1'-0"

R-24034-01

REFERENCE NOTES SCHEDULE

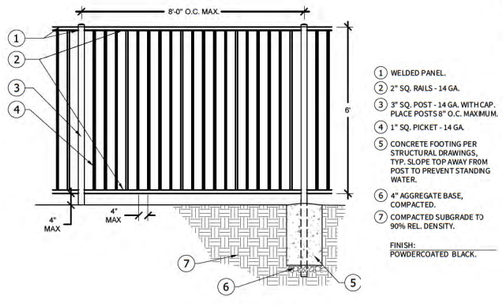
SYMBOL	DESCRIPTION
1	EXISTING TREES TO REMAIN. VERIFY IN FIELD.
2	PROPOSED BUILDINGS. SEE ARCHITECTURAL PLANS.
3	PROPOSED STORMWATER APPURTENANCES. SEE CIVIL PLANS.
4	PROPOSED ROCKERY WALLS. SEE CIVIL PLANS.
5	PROPOSED RETAINING WALLS. SEE DETAIL C, SHEET PL2.
6	PROPOSED CMU SCREEN WALL WITH 24" SQ. PILASTERS. SEE DETAIL B, SHEET PL2.
7	PROPOSED 6' OPEN METAL FENCING. SEE DETAIL D, SHEET PL2.
8	PROPOSED 6' OPEN METAL DOG FENCING. SEE DETAIL E, SHEET PL2.
9	PROPOSED 6' OPEN METAL PEDESTRIAN GATE AT DOG PARK. SEE DETAIL F, SHEET PL2.
10	PROPOSED POST & CABLE FENCING. SEE DETAIL G, SHEET PL2.
11	PROPOSED TURF AREAS.
12	PROPOSED BENCHES.
13	PROPOSED PICNIC AREAS.
14	PROPOSED DOG PARK.
15	PROPOSED CORNHOLE.
16	PROPOSED FOOSEBALL TABLE.
17	PROPOSED SHADE STRUCTURE & PICNIC AREA.
18	PROPOSED TOT LOT.
19	PROPOSED GRANITE BOULDERS, TYPICAL.



1. EL DORADO STONE SPLIT EDGE WALL CAP. COLOR: WHITE CLOUD.
2. BASALITE 8"X8"X16" CMU BLOCK (SMOOTH) WITH EL DORADO STONE VINTAGE RANCH VENEER. COLOR: STRAUSWOOD. COLOR: GREY 225.
3. FINISH SURFACE

C RETAINING WALL (ELEVATION)
1/2" = 1'-0"

R-24034-19

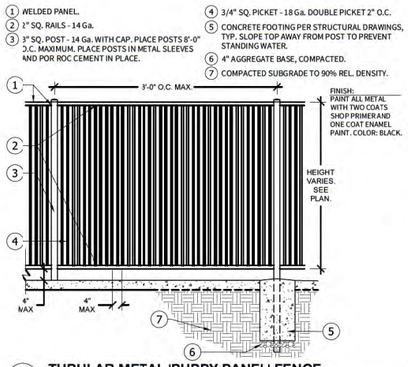


1. WELDED PANEL.
2. 2" SQ. RAILS - 14 GA.
3. 3" SQ. POST - 14 GA. WITH CAP. PLACE POSTS 8" O.C. MAXIMUM.
4. 1" SQ. PICKET - 14 GA.
5. CONCRETE FOOTING PER STRUCTURAL DRAWINGS, TYP. SLOPE TOP AWAY FROM POST TO PREVENT STANDING WATER.
6. 4" AGGREGATE BASE, COMPACTED.
7. COMPACTED SUBGRADE TO 90% REL. DENSITY.

FINISH: POWDERCOATED BLACK.

D TUBULAR METAL FENCE
1/2" = 1'-0"

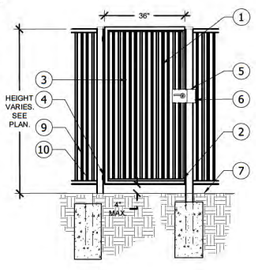
R-24034-27



1. WELDED PANEL.
2. 1" SQ. RAILS - 14 Ga.
3. 3" SQ. POST - 14 Ga. WITH CAP. PLACE POSTS 8'-0" O.C. MAXIMUM. PLACE POSTS IN METAL SLEEVES AND POR ROC CEMENT IN PLACE.
4. 3/4" SQ. PICKET - 18 Ga. DOUBLE PICKET 2" O.C.
5. CONCRETE FOOTING PER STRUCTURAL DRAWINGS, TYP. SLOPE TOP AWAY FROM POST TO PREVENT STANDING WATER.
6. 4" AGGREGATE BASE, COMPACTED.
7. COMPACTED SUBGRADE TO 90% REL. DENSITY.

E TUBULAR METAL 'PUPPY PANEL' FENCE
1/2" = 1'-0"

R-24034-37

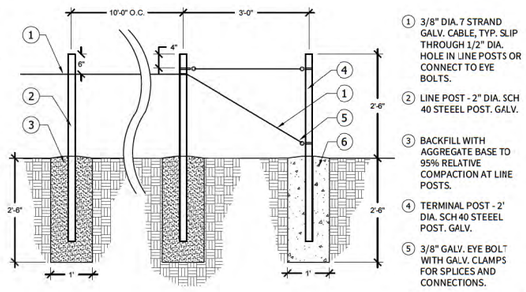


1. WELDED GATE PANEL TO MATCH FENCE DETAIL. SECURED, PEDESTRIAN SWING GATE PER FIRE CODE REQUIREMENTS.
2. 3" SQ. POST, 2" SQ. FRAME 14 Ga. WITH CAP. PROVIDE MIN. 16" OPENING BETWEEN POSTS FOR GATE.
3. 3/4" SQ. PICKET - 18 Ga.
4. (2) HEAVY DUTY HINGES, TYP.
5. GATE LOCK WITH KEY ENTRY PROVIDE KNOX BOX PER LOCal FIRE CODE.
6. 4" X 6" STEEL OVERSTRIKE PLATE.
7. FINISH GRADE.
8. CONCRETE FOOTING PER STRUCTURAL DRAWINGS, TYP. SLOPE TOP AWAY FROM POST TO PREVENT STANDING WATER.
9. ADJACENT FENCE. SEE PLAN.

FINISH: PAINT ALL METAL WITH TWO COATS SHOP PRIMER AND ONE COAT ENAMEL PAINT. COLOR: BLACK.

F 'PUPPY PANEL' PEDESTRIAN GATE
1/2" = 1'-0"

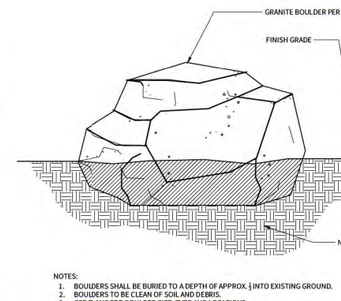
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1. 3/8" DIA. 7 STRAND GALV. CABLE, TYP. SLIP THROUGH 1/2" DIA. HOLE IN LINE POSTS OR CONNECT TO EYE BOLTS.
2. LINE POST - 2" DIA. SCH 40 STEEEL POST. GALV.
3. BACKFILL WITH AGGREGATE BASE TO 95% RELATIVE COMPACTION AT LINE POSTS.
4. TERMINAL POST - 2' DIA. SCH 40 STEEEL POST. GALV.
5. 3/8" GALV. EYE BOLT WITH GALV. CLAMPS FOR SPLICES AND CONNECTIONS.
6. CONCRETE FOOTING AT TERMINAL POSTS.

G POST & CABLE FENCE (METAL POSTS)
3/4" = 1'-0"

R-24034-02



NOTES:
1. BOULDERS SHALL BE BURIED TO A DEPTH OF APPROX. ⅓ INTO EXISTING GROUND.
2. BOULDERS TO BE CLEAN OF SOIL AND DEBRIS.
3. SEE PLANS FOR BOULDER SIZE, TYPE AND LOCATIONS.
4. FINAL LOCATIONS AND PLACEMENT TBD IN-FIELD BY LANDSCAPE ARCHITECT.

H BOULDER DETAIL
1/2" = 1'-0"

R-24034-03

WHITNEY WALK
ROCKLIN, CA

PRELIMINARY LANDSCAPE DETAILS

SHEET PL2

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www.flandgroup.com

DATE: 03.17.2025
PROJECT: P&A: 24034

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PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC RENDERING | SINGLE FAMILY | SOUTH WHITNEY FRONTAGE

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SCHEMATIC RENDERING | DUETS | ALLEYSCAPE

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WHITNEY WALK

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SCHEMATIC RENDERING | DUETS | PASEO

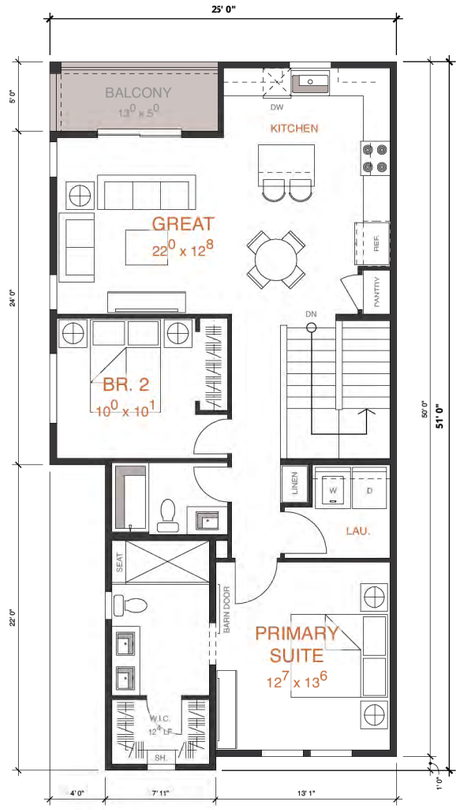
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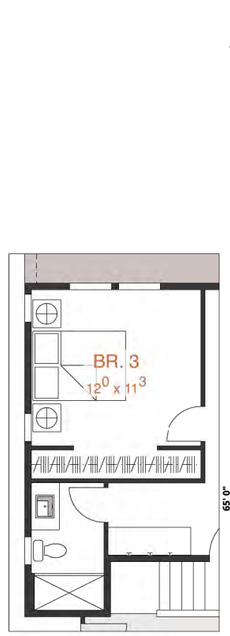
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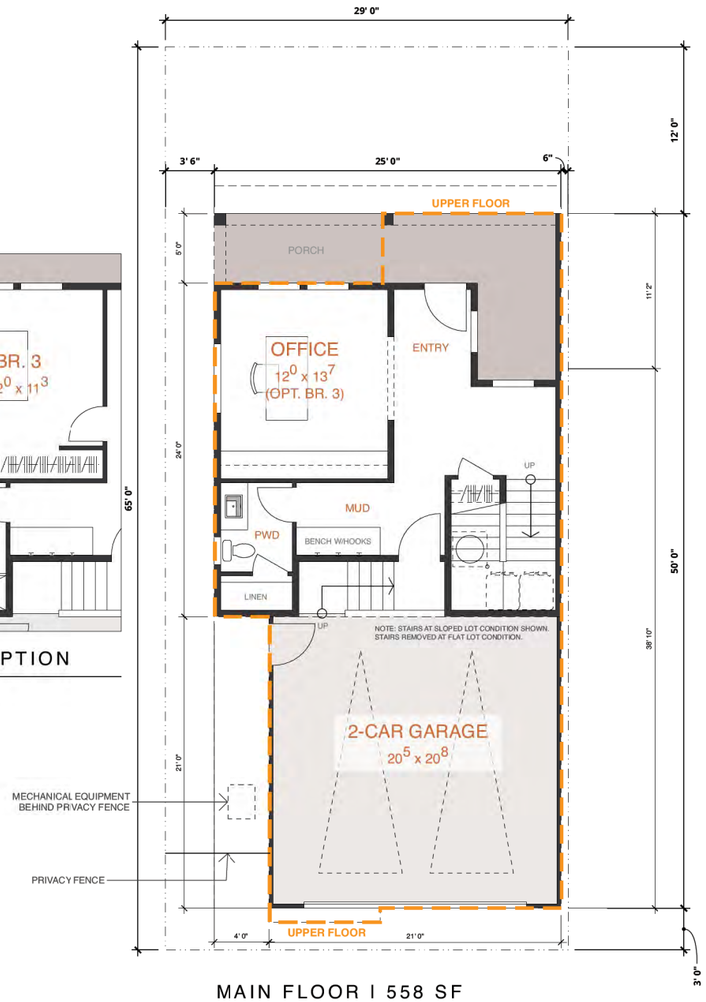
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UPPER FLOOR I 1,035 SF



BR. 3 OPTION



MAIN FLOOR I 558 SF

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC FLOOR PLAN | PLAN 1 - 1,593 SF

0 2 4 8

SCALE: 1/4" = 1'-0"

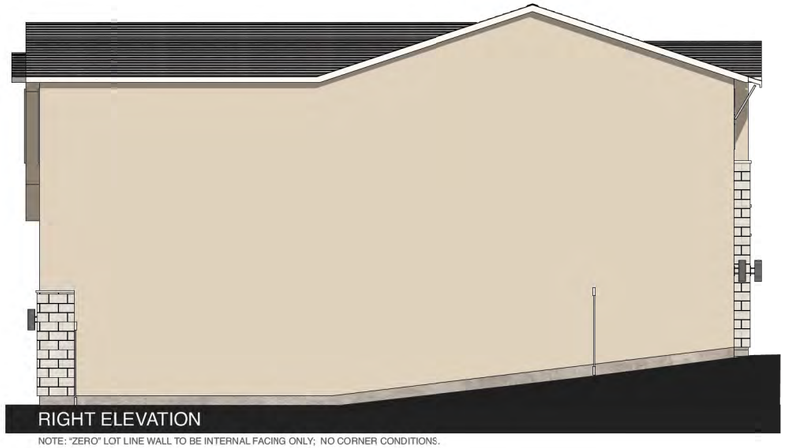
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RIGHT ELEVATION

NOTE: "ZERO" LOT LINE WALL TO BE INTERNAL FACING ONLY; NO CORNER CONDITIONS.



REAR ELEVATION



LEFT ELEVATION

NOTE: SLOPED LOT CONDITION SHOWN.



FRONT ELEVATION | SCHEMATIC 2

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 1 - MODERN AGRARIAN

0 2 4 8

SCALE: 1/4" = 1'-0"

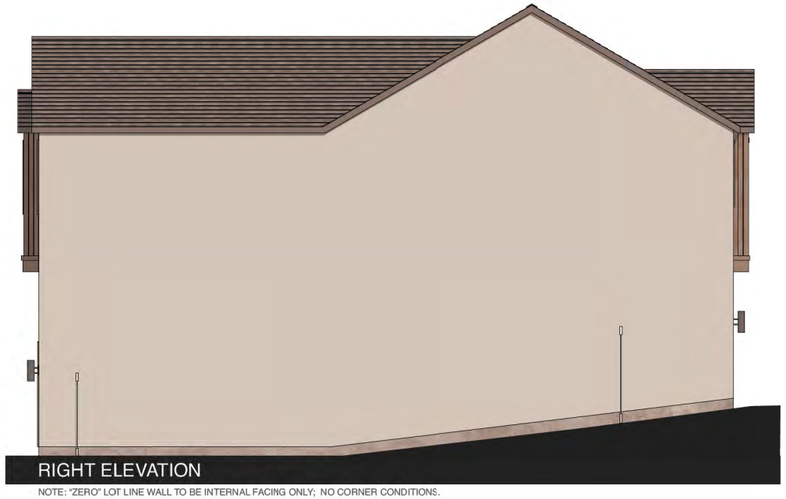
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RIGHT ELEVATION

NOTE: "ZERO" LOT LINE WALL TO BE INTERNAL FACING ONLY; NO CORNER CONDITIONS.



REAR ELEVATION



LEFT ELEVATION

NOTE: SLOPED LOT CONDITION SHOWN.



FRONT ELEVATION | SCHEME 4

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WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 1 - NAPA FARMHOUSE

0 2 4 8

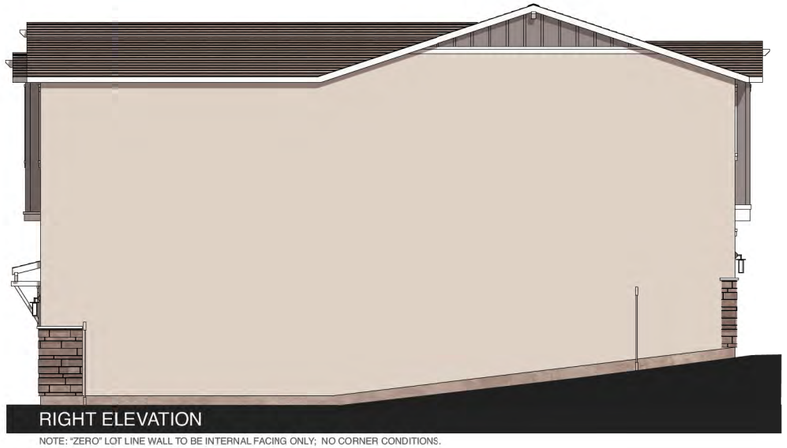
SCALE: 1/4" = 1'-0"

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DATE: 03.14.2025

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RIGHT ELEVATION

NOTE: "ZERO" LOT LINE WALL TO BE INTERNAL FACING ONLY; NO CORNER CONDITIONS.



REAR ELEVATION



LEFT ELEVATION

NOTE: SLOPED LOT CONDITION SHOWN.



FRONT ELEVATION I SCHEME 8

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 1 - CALIFORNIA BUNGALOW

0 2 4 8

SCALE: 1/4" = 1'-0"

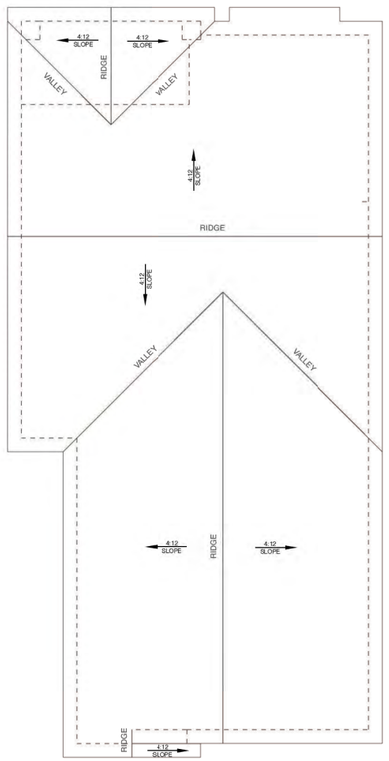
3001 DOUGLAS BOULEVARD I SUITE 110 I ROSEVILLE, CALIFORNIA 95661 I 916.783.3700 I WWW.JDAARCH.COM

JEFFREY DEMURE + ASSOCIATES ARCHITECTS PLANNERS

JD+A JOB NUMBER: 24039
DATE: 03.14.2025

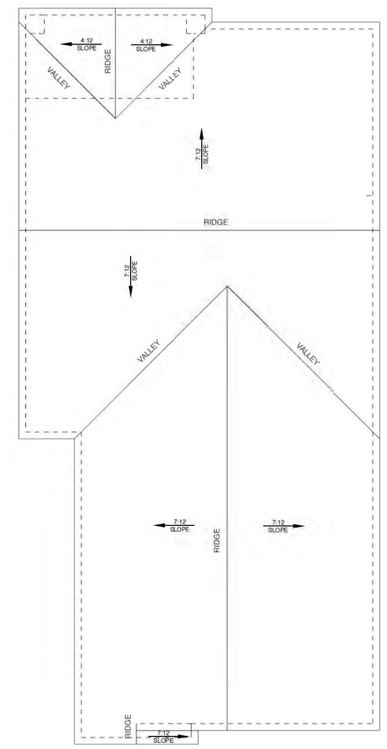
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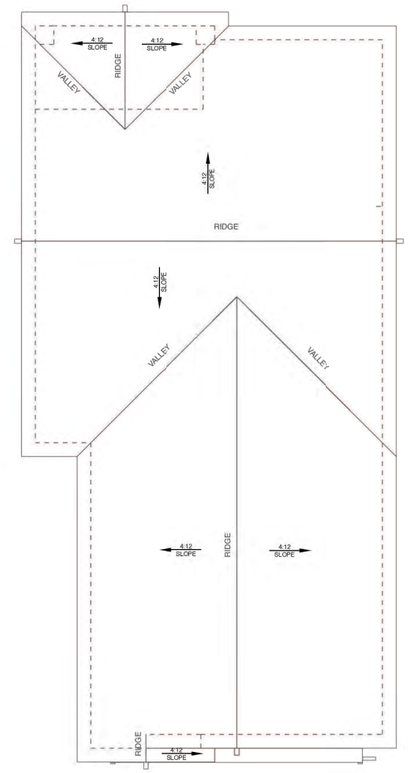
MODERN ARGARIAN

ROOF PLAN



NAPA FARMHOUSE

ROOF PLAN



CALIFORNIA BUNGALOW

ROOF PLAN

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 1 - ROOF PLAN

0 2 4 8

SCALE: 1/4" = 1'-0"

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DATE: 03.14.2025

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RIGHT ELEVATION

NOTE: "ZERO" LOT LINE WALL TO BE INTERNAL FACING ONLY; NO CORNER CONDITIONS.



REAR ELEVATION



LEFT ELEVATION

NOTE: SLOPED LOT CONDITION SHOWN.



FRONT ELEVATION I SCHEME 8

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 1 - NAPA FARMHOUSE FLAT LOT

SCALE: 1/4" = 1'-0"

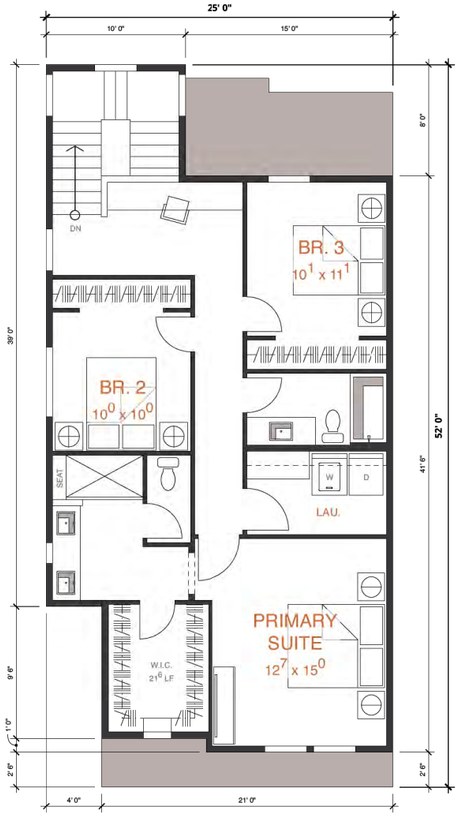
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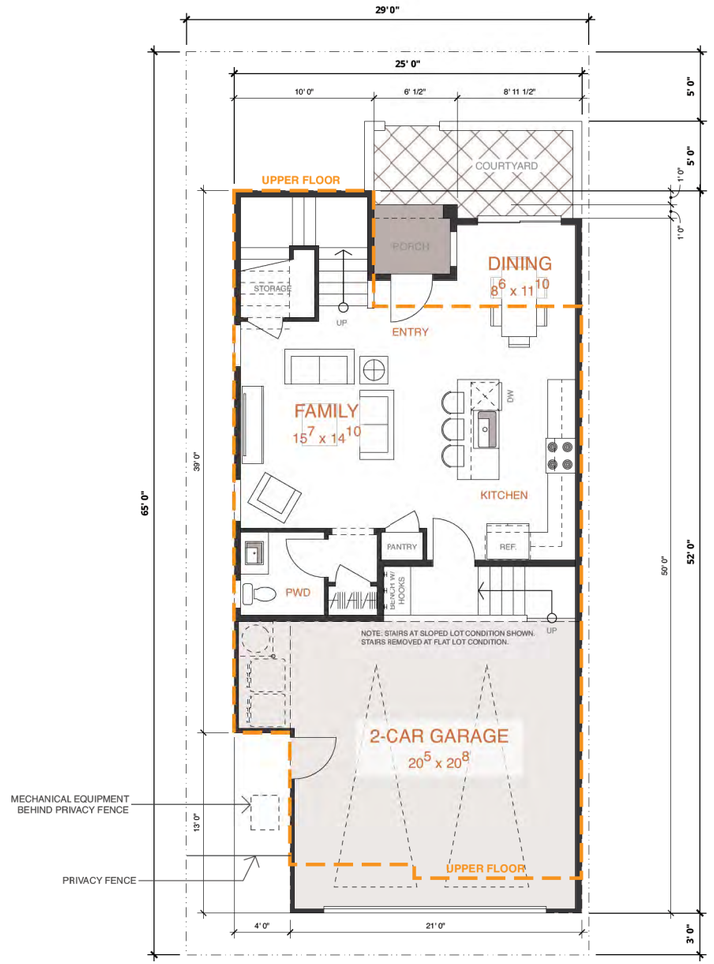
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UPPER FLOOR I 976 SF



MAIN FLOOR I 751 SF

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC FLOOR PLAN | PLAN 2 - 1,727 SF

0 2 4 8

SCALE: 1/4" = 1'-0"

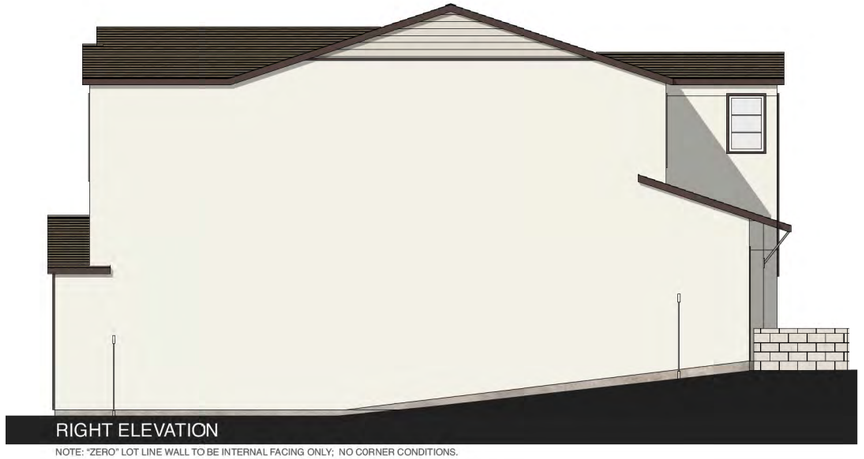
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JD+A JOB NUMBER: 24039
DATE: 03.14.2025

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RIGHT ELEVATION

NOTE: "ZERO" LOT LINE WALL TO BE INTERNAL FACING ONLY; NO CORNER CONDITIONS.



REAR ELEVATION



LEFT ELEVATION

NOTE: SLOPED LOT CONDITION SHOWN.



FRONT ELEVATION I SCHEME 3

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 2 - MODERN AGRARIAN

0 2 4 8

SCALE: 1/4" = 1'-0"

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JD+A JOB NUMBER: 24039

DATE: 03.14.2025

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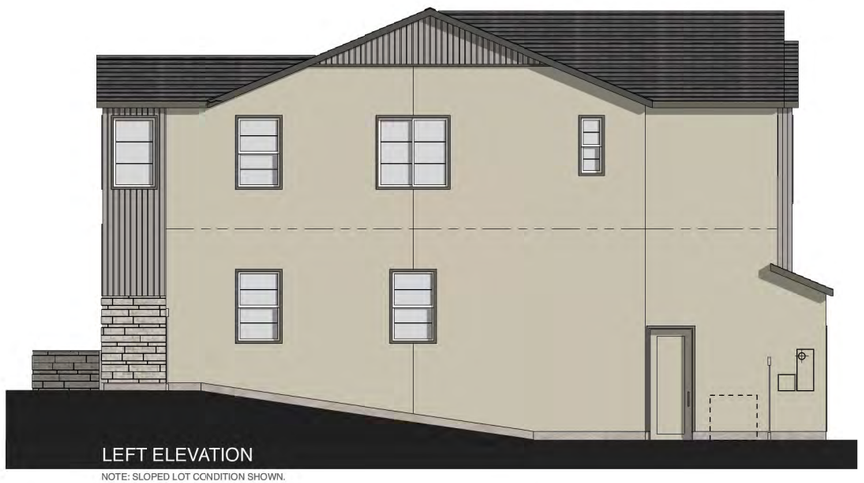


RIGHT ELEVATION

NOTE: "ZERO" LOT LINE WALL TO BE INTERNAL FACING ONLY; NO CORNER CONDITIONS.



REAR ELEVATION



LEFT ELEVATION

NOTE: SLOPED LOT CONDITION SHOWN.



FRONT ELEVATION I SCHEME 5

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 2 - NAPA FARMHOUSE

0 2 4 8

SCALE: 1/4" = 1'-0"

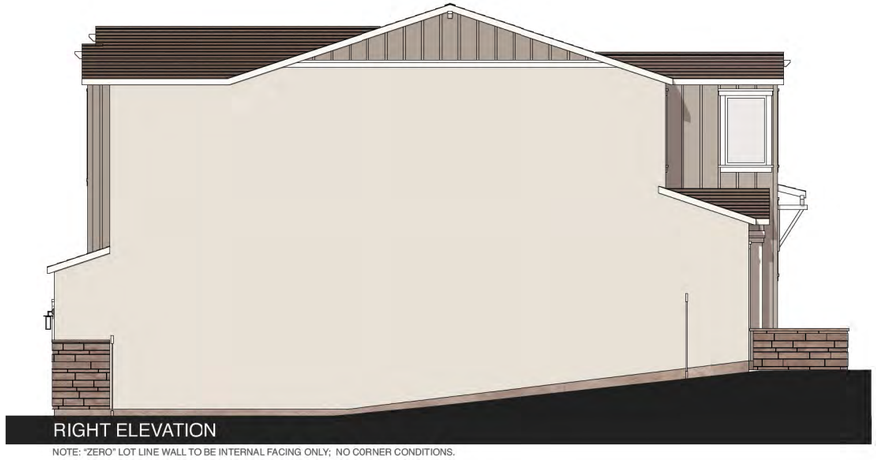
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JD+A JOB NUMBER: 24039
DATE: 03.14.2025

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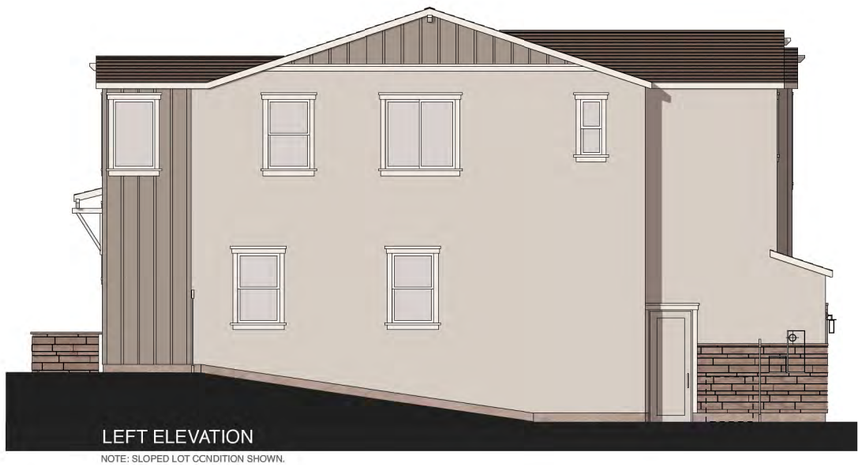


RIGHT ELEVATION

NOTE: "ZERO" LOT LINE WALL TO BE INTERNAL FACING ONLY; NO CORNER CONDITIONS.



REAR ELEVATION



LEFT ELEVATION

NOTE: SLOPED LOT CCNDITION SHOWN.



FRONT ELEVATION I SCHEME 7

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 2 - CALIFORNIA BUNGALOW

0 2 4 8

SCALE: 1/4" = 1'-0"

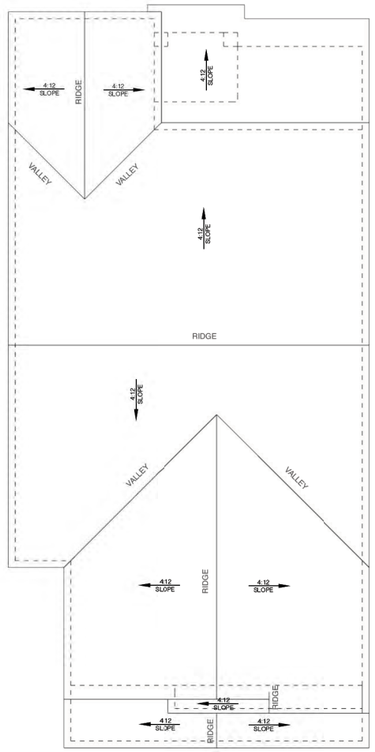
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JD+A JOB NUMBER: 24039
DATE: 03.14.2025

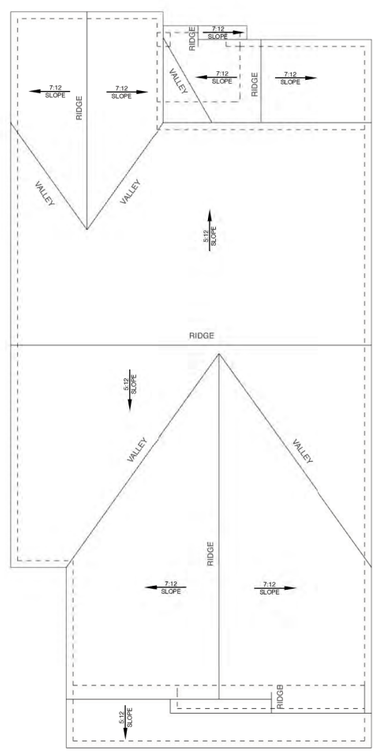
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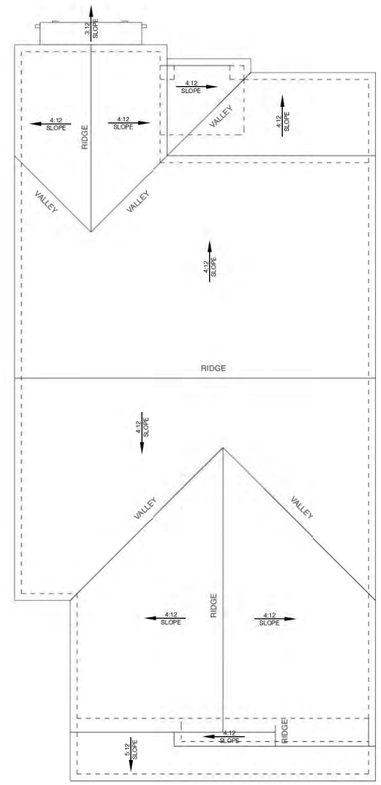
MODERN ARGARIAN

ROOF PLAN



NAPA FARMHOUSE

ROOF PLAN



CALIFORNIA BUNGALOW

ROOF PLAN

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 2 - ROOF PLANS

0 2 4 8

SCALE: 1/4" = 1'-0"

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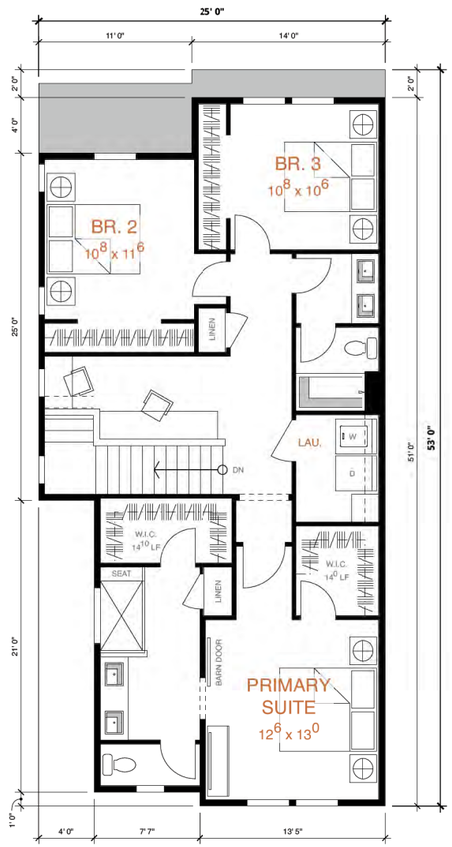
JEFFREY DEMURE + ASSOCIATES

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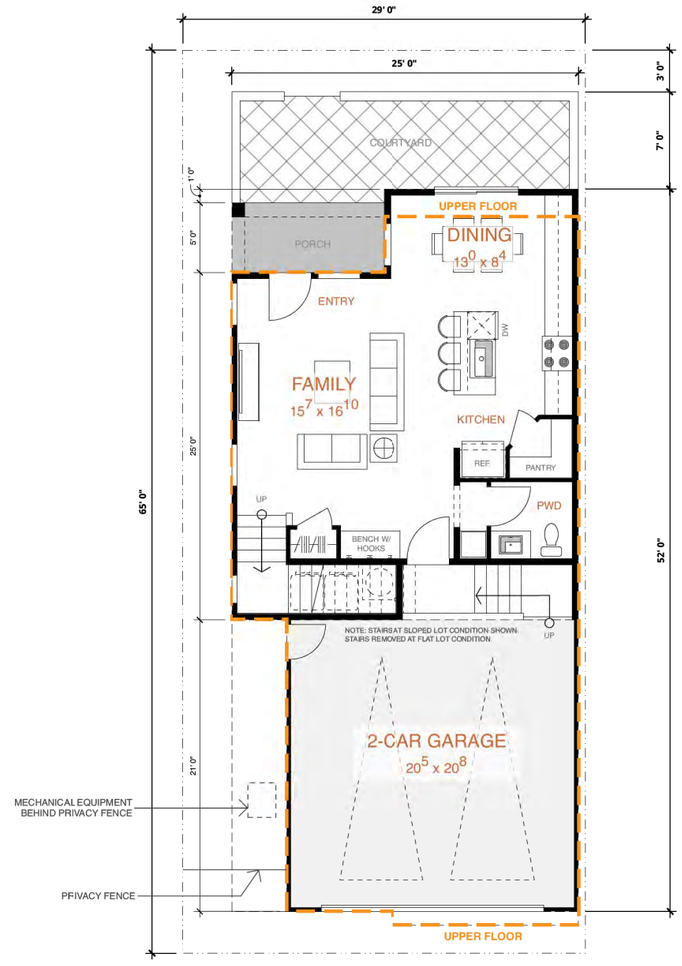
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UPPER FLOOR I 1,079 SF



MAIN FLOOR I 709 SF

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC FLOOR PLAN | PLAN 3 - 1,788 SF

0 2 4 8

SCALE: 1/4" = 1'-0"

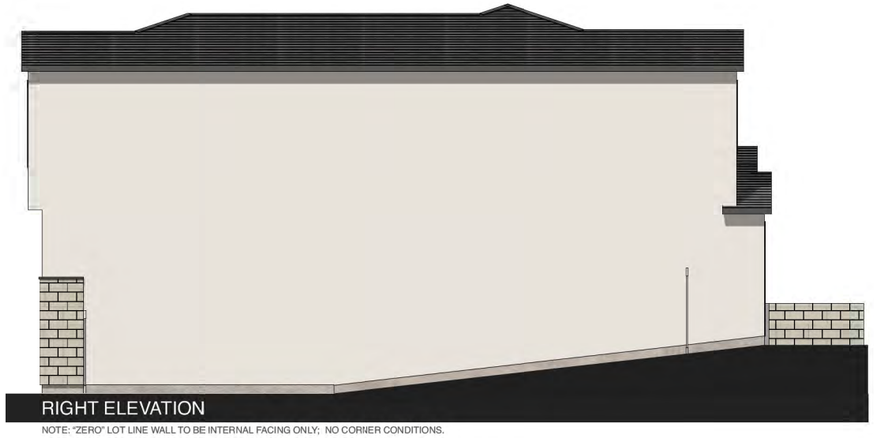
JD+A
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ARCHITECTS PLANNERS

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RIGHT ELEVATION

NOTE: "ZERO" LOT LINE WALL TO BE INTERNAL FACING ONLY; NO CORNER CONDITIONS.



REAR ELEVATION



LEFT ELEVATION

NOTE: SLOPED LOT CONDITION SHOWN.



FRONT ELEVATION I SCHEME 1

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 3 - MODERN AGRARIAN

0 2 4 8

SCALE: 1/4" = 1'-0"

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JD+A JOB NUMBER: 24039

DATE: 03.14.2025

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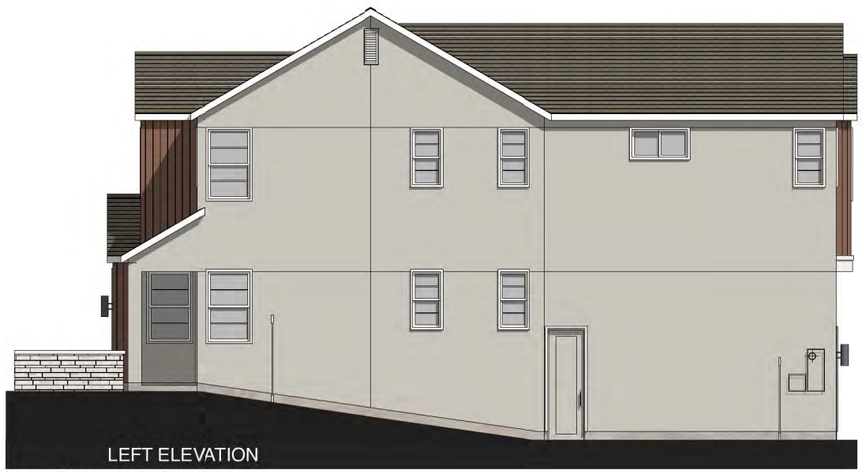


RIGHT ELEVATION

NOTE: "ZERO" LOT LINE WALL TO BE INTERNAL FACING ONLY; NO CORNER CONDITIONS.

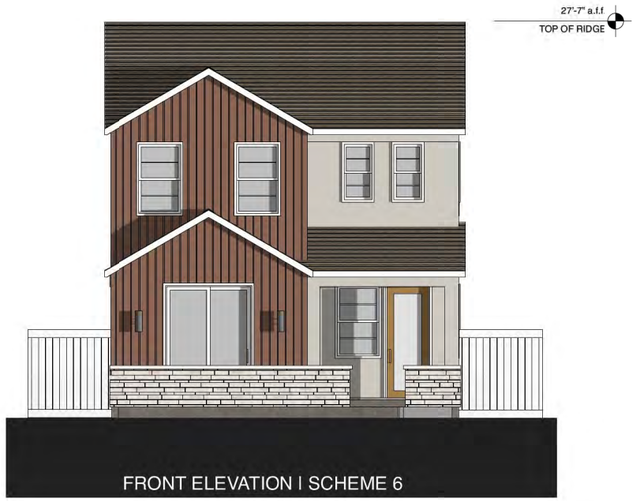


REAR ELEVATION



LEFT ELEVATION

NOTE: SLOPED LOT CONDITION SHOWN.



FRONT ELEVATION I SCHEME 6

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 3 - NAPA FARMHOUSE

0 2 4 8

SCALE: 1/4" = 1'-0"

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DATE: 03.14.2025

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RIGHT ELEVATION

NOTE: "ZERO" LOT LINE WALL TO BE INTERNAL FACING ONLY; NO CORNER CONDITIONS.



REAR ELEVATION



LEFT ELEVATION

NOTE: SLOPED LOT CONDITION SHOWN.



FRONT ELEVATION I SCHEME 7

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 3 - CALIFORNIA BUNGALOW

0 2 4 8

SCALE: 1/4" = 1'-0"

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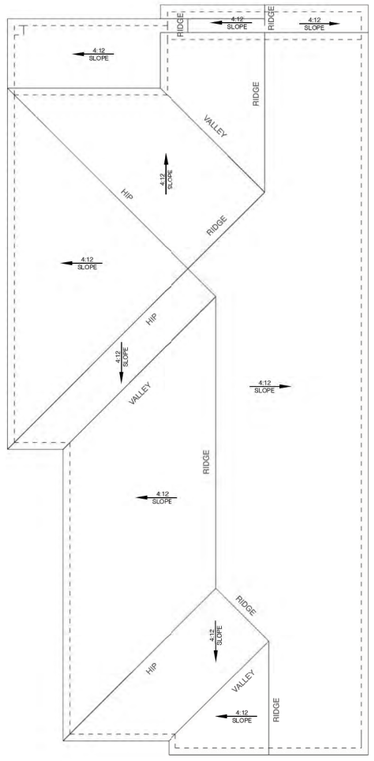
JEFFREY DEMURE + ASSOCIATES ARCHITECTS PLANNERS

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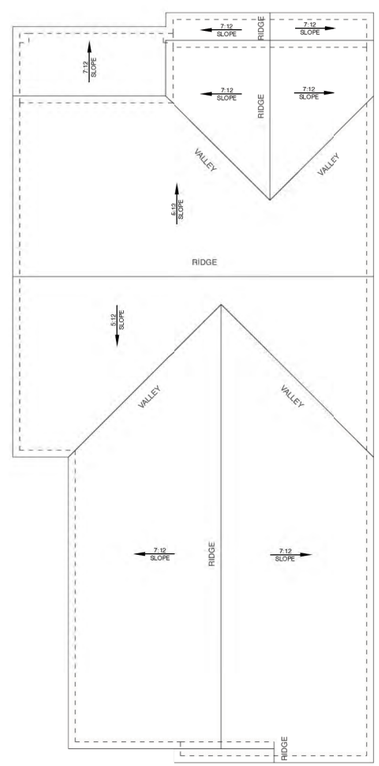
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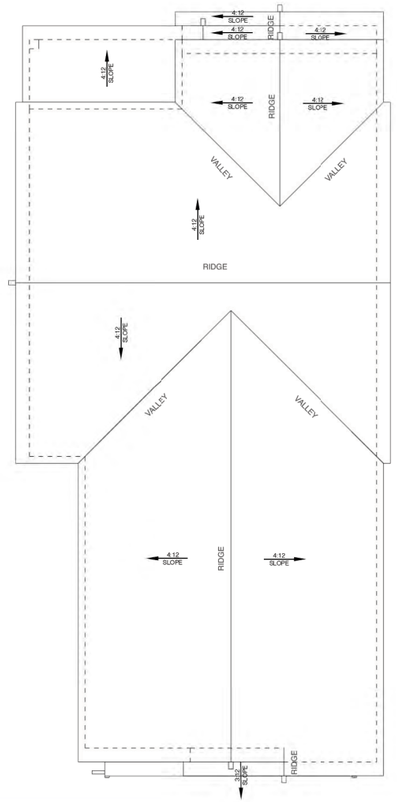
MODERN ARGARIAN

ROOF PLAN



NAPA FARMHOUSE

ROOF PLAN



CALIFORNIA BUNGALOW

ROOF PLAN

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | PLAN 3 - ROOF PLANS

SCALE: 1/4" = 1'-0"

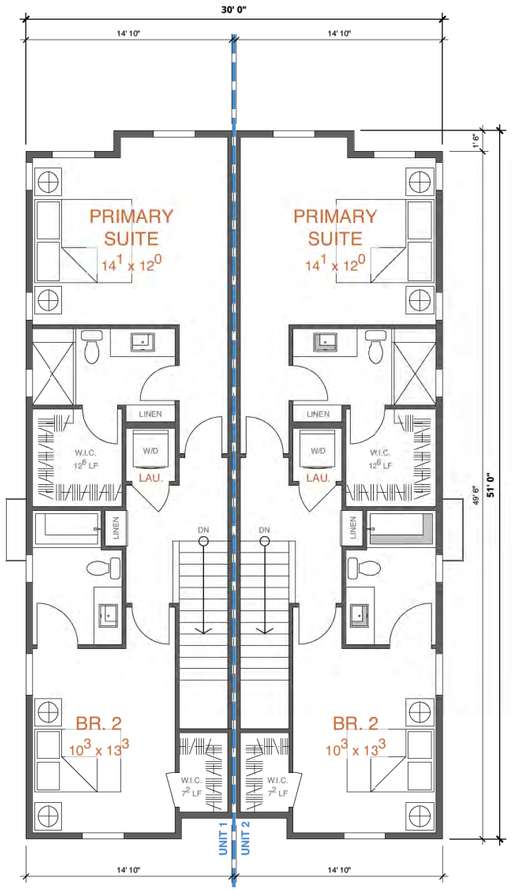
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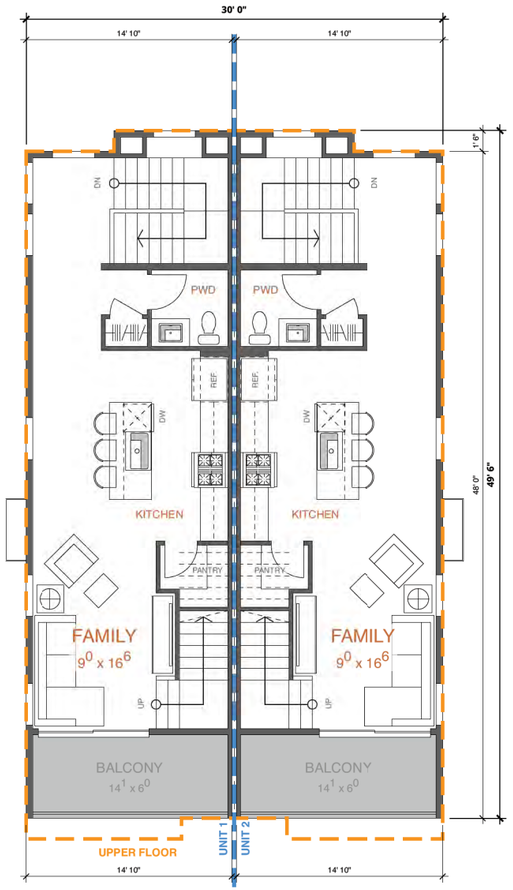
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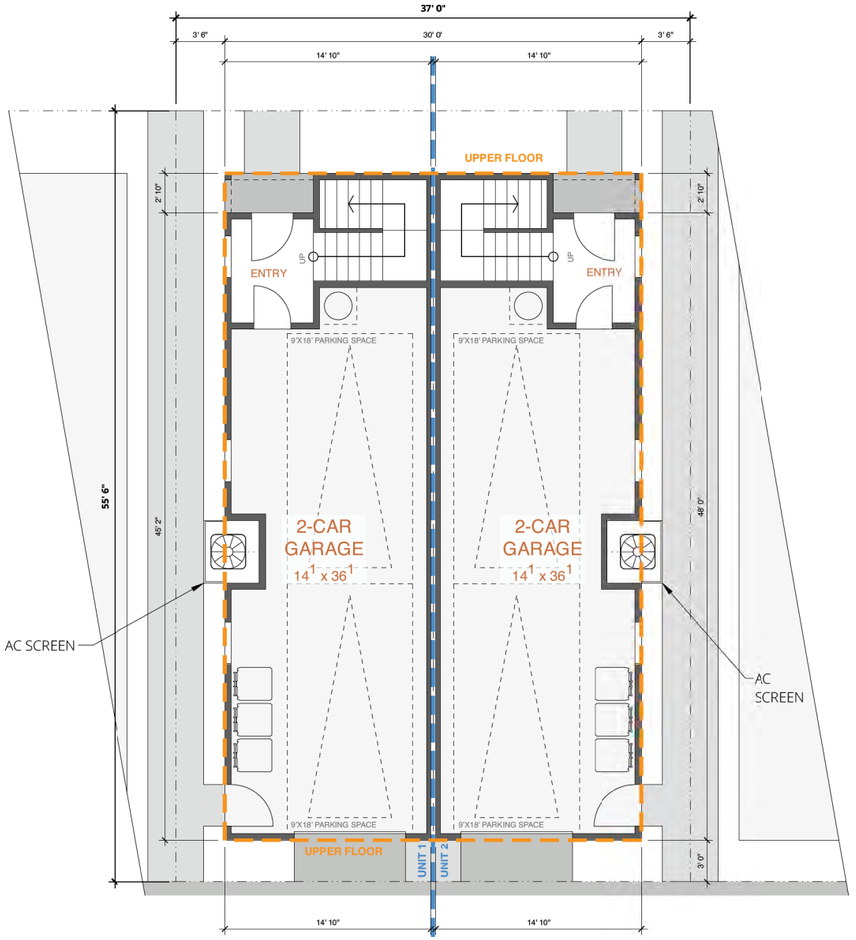
A4.5



THIRD FLOOR I UNIT 1 - 690 SF
UNIT 2 - 690 SF



SECOND FLOOR I UNIT 1 - 555 SF
UNIT 2 - 555 SF



FIRST FLOOR I UNIT 1 - 124 SF
UNIT 2 - 124 SF

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC FLOOR PLAN | BUILDING 1 | UNIT 1 - 1,369 SF | UNIT 2 - 1,369 SF

SCALE: 1/4" = 1'-0"

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JD+A JOB NUMBER: 24039
DATE: 03.14.2025

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PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | BUILDING 1 - MODERN AGRARIAN

0 2 4 8

SCALE: 1/4" = 1'-0"

3001 DOUGLAS BOULEVARD I SUITE 110 I ROSEVILLE, CALIFORNIA 95661 I 916.783.3700 I WWW.JDAARCH.COM

JEFFREY DEMURE + ASSOCIATES ARCHITECTS PLANNERS

JD+A JOB NUMBER: 24039
DATE: 03.14.2025

A5.2

\\sacnewvmcnetapp\Data\Projects\Whitney Walk\Sunset 14 LLC\24039 WHITNEY WALK (SUNSET HILLS HIGH DENSITY)\01 DESIGN\03 WORKING FILES\05 LAYOUT\01 SD\SDR\SDR24039_A5_DUETS_BUILDING 1_3XX.dwg



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION I SCHEME 6

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | BUILDING 1 - NAPA FARMHOUSE

0 2 4 8

SCALE: 1/4" = 1'-0"

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JEFFREY DEMURE + ASSOCIATES ARCHITECTS PLANNERS

JD+A JOB NUMBER: 24039
DATE: 03.14.2025

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RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION I SCHEME 9

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | BUILDING 1 - CALIFORNIA BUNGALOW

0 2 4 8

SCALE: 1/4" = 1'-0"

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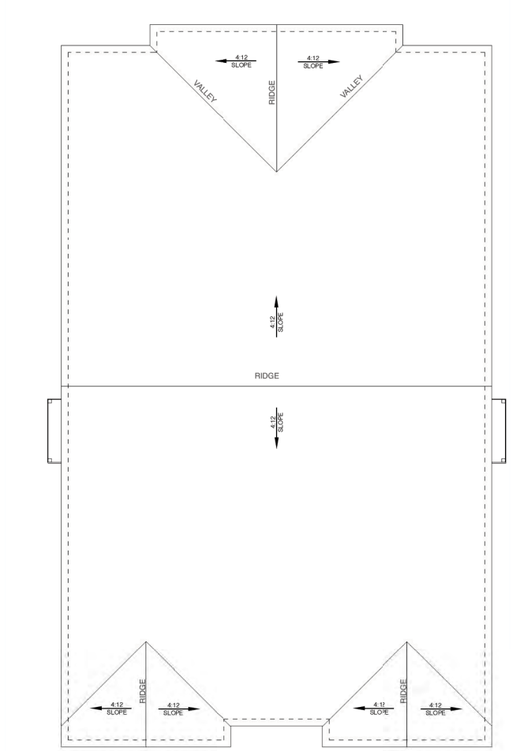
JEFFREY DEMURE + ASSOCIATES ARCHITECTS PLANNERS

JD+A JOB NUMBER: 24039

DATE: 03.14.2025

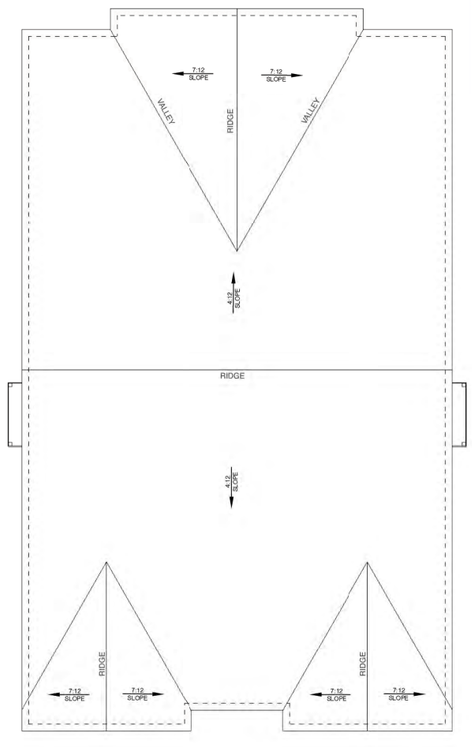
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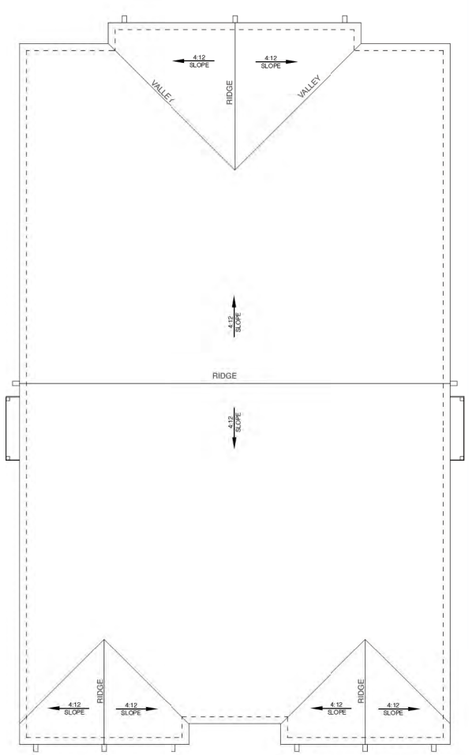
MODERN ARGARIAN

ROOF PLAN



NAPA FARMHOUSE

ROOF PLAN



CALIFORNIA BUNGALOW

ROOF PLAN

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | BUILDING 1 - ROOF PLANS

0 2 4 8

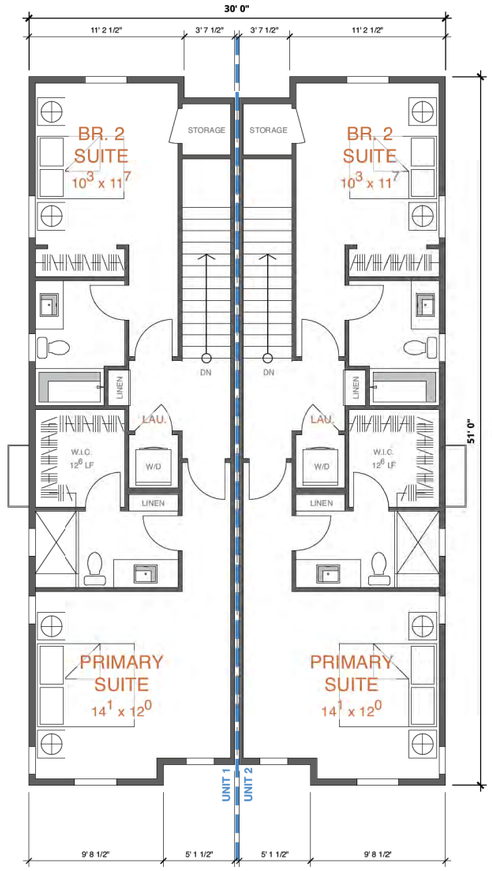
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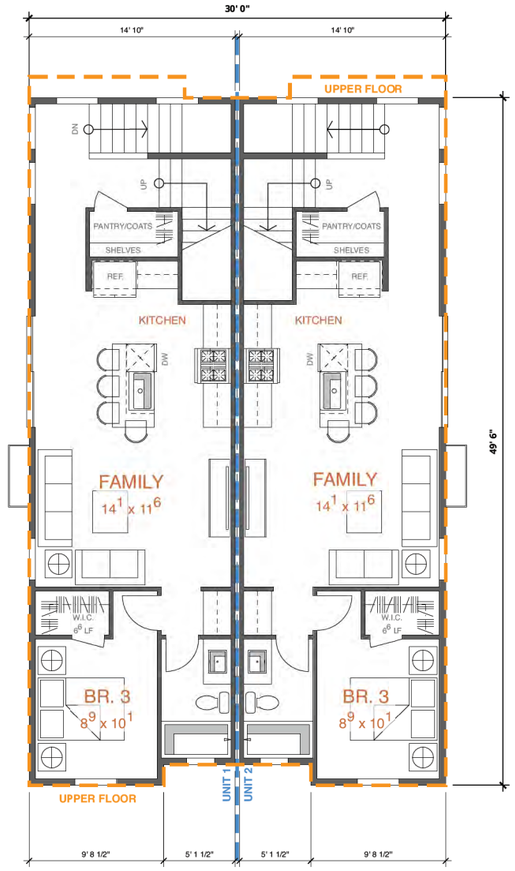
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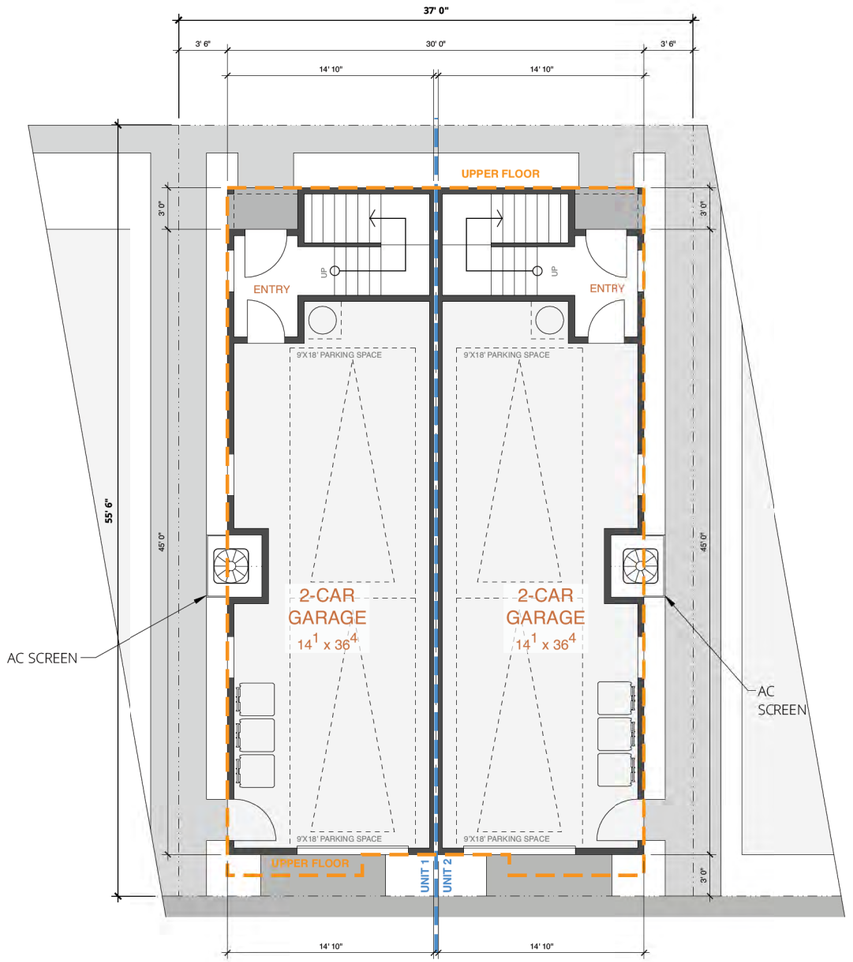
A5.5



THIRD FLOOR I UNIT 1 - 689 SF
UNIT 2 - 689 SF



SECOND FLOOR I UNIT 1 - 685 SF
UNIT 2 - 685 SF



FIRST FLOOR I UNIT 1 - 123 SF
UNIT 2 - 123 SF

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC FLOOR PLAN | BUILDING 2 | UNIT 1 - 1,497 SF | UNIT 2 - 1,497 SF

SCALE: 1/4" = 1'-0"

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JD+A JOB NUMBER: 24039
DATE: 03.14.2025

A6.1

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PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

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SCHEMATIC ELEVATIONS | BUILDING 2 - MODERN AGRARIAN

0 2 4 8

SCALE: 1/4" = 1'-0"

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JD+A JOB NUMBER: 24039
DATE: 03.14.2025

A6.2

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PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | BUILDING 2 - NAPA FARMHOUSE

0 2 4 8

SCALE: 1/4" = 1'-0"

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JD+A JOB NUMBER: 24039
DATE: 03.14.2025

A6.3

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RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION | SCHEME 8

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | BUILDING 2 - CALIFORNIA BUNGALOW

0 2 4 8

SCALE: 1/4" = 1'-0"

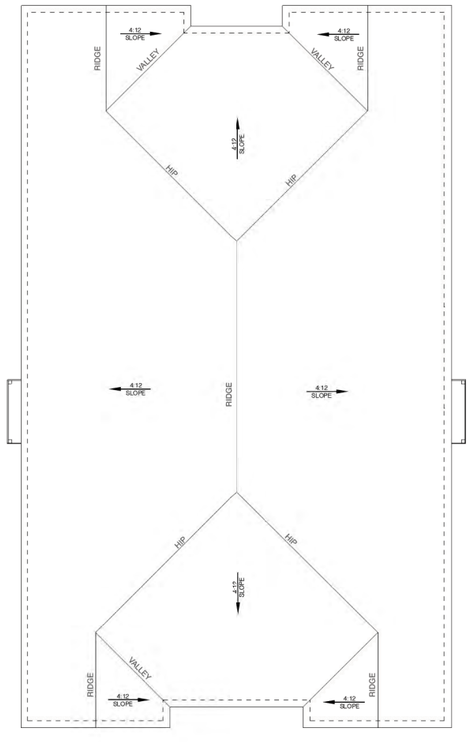
3001 DOUGLAS BOULEVARD | SUITE 110 | ROSEVILLE, CALIFORNIA 95661 | 916.783.3700 | WWW.JDAARCH.COM

JEFFREY DEMURE + ASSOCIATES ARCHITECTS PLANNERS

JD+A JOB NUMBER: 24039
DATE: 03.14.2025

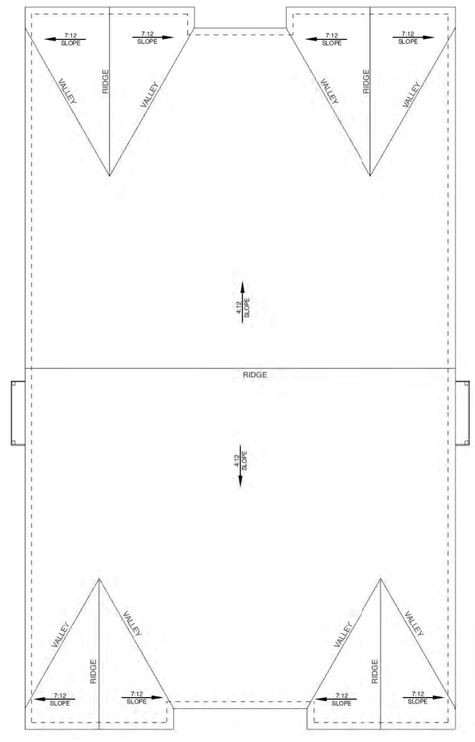
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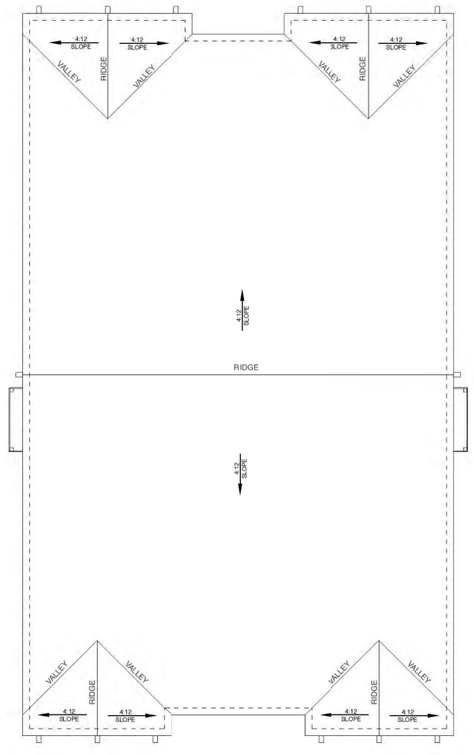
MODERN ARGARIAN

ROOF PLAN



NAPA FARMHOUSE

ROOF PLAN



CALIFORNIA BUNGALOW

ROOF PLAN

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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SCHEMATIC ELEVATIONS | BUILDING 2 - ROOF PLANS

SCALE: 1/4" = 1'-0"

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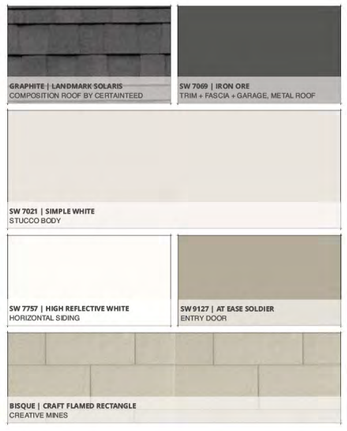
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DATE: 03.14.2025

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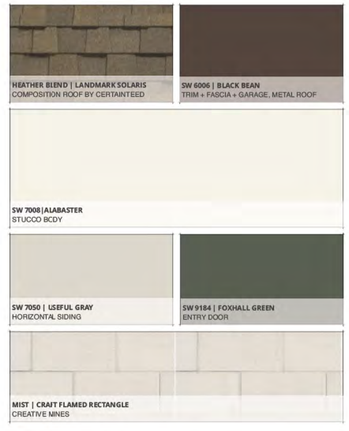
SCHEME 1



SCHEME 2



SCHEME 3



PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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COLOR + MATERIALS | MODERN AGRARIAN

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JD+A JOB NUMBER: 24039
DATE: 03.14.2025

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SCHEME 4



SCHEME 5



SCHEME 6



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WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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COLOR + MATERIALS | NAPA FARMHOUSE

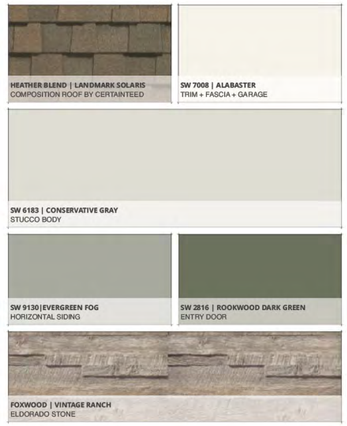
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DATE: 03.14.2025

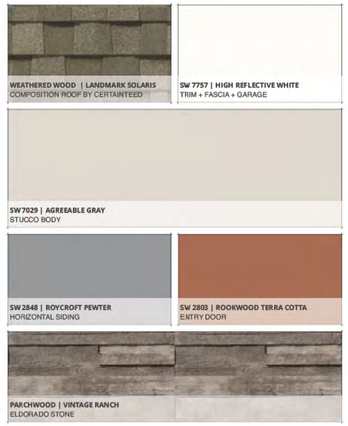
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SCHEME 7



SCHEME 8



SCHEME 9



PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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COLOR + MATERIALS | CALIFORNIA BUNGALOW

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DATE: 03.14.2025

A7.3

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FIRE LADDER ACCESS EXHIBIT | DUETS | PASEO

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

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DATE: 03.14.2025

A8.1

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GRAPHIC KEY | SINGLE FAMILY DETACHED

1 NF-4
- 1 — PLAN #
- NF-4 — ELEVATION STYLE - COLOR SCHEME

GRAPHIC KEY | DUETS

1 NF-4
- 1 — BUILDING #
- NF-4 — ELEVATION STYLE - COLOR SCHEME

ELEVATION STYLES

MODERN AGRARIAN - MA
NAPA FARMHOUSE - NF
CALIFORNIA BUNGALOW - CB

COLOR SCHEMES

REFER TO SHEETS A7.1 - A7.3

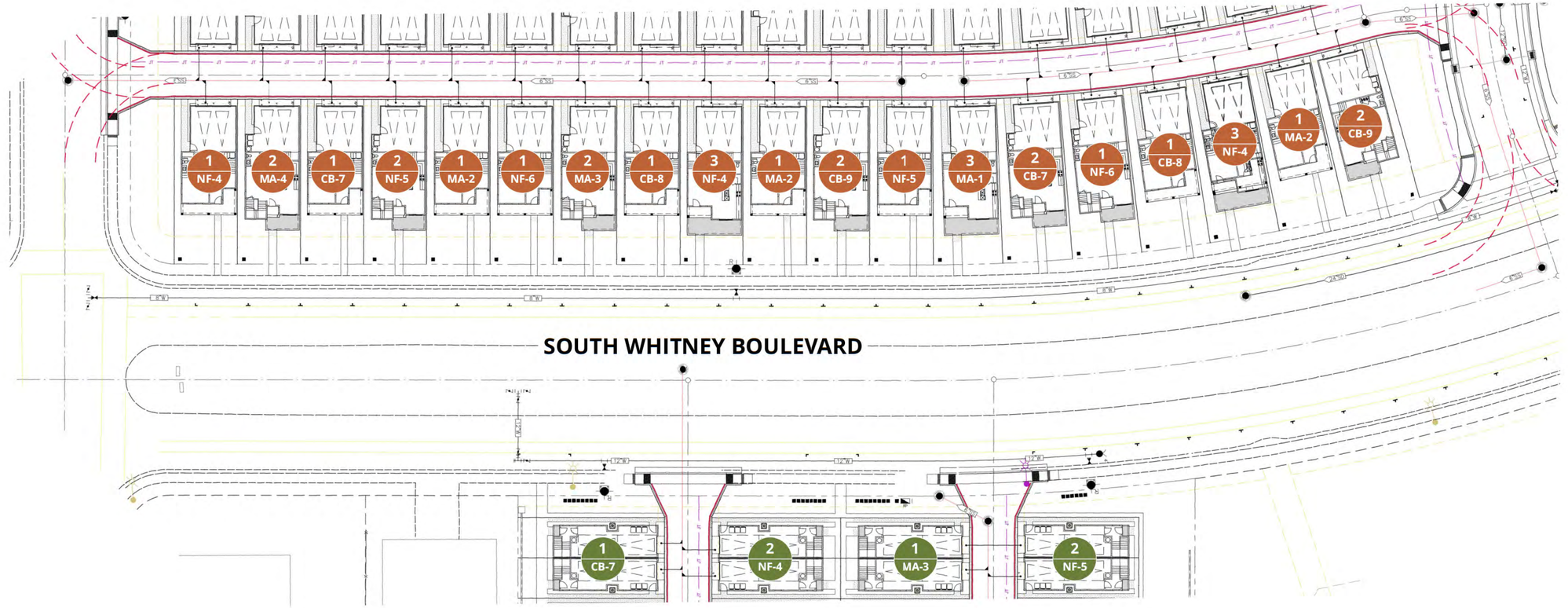
REPETITION | PROJECT-WIDE

-NO MORE THAN TWO OF THE SAME PLAN TO BE PLOTTED ADJACENT TO EACH OTHER ON ONE SIDE OF THE STREET.

-THE SAME PLAN SHOULD NOT BE PLOTTED DIRECTLY ACROSS THE STREET FROM ONE ANOTHER

-NO MORE THAN ONE OF THE SAME ELEVATION STYLE IS TO BE PLOTTED NEXT TO ONE ANOTHER OR DIRECTLY ACROSS THE STREET FROM ONE ANOTHER

-THE EXAMPLE PRE-PLOTTING PLAN SHOWN BELOW IS FOR DEMONSTRATION PURPOSES ONLY, ACTUAL PLOTTING MAY VARY. BASED ON MARKET CONDITIONS AND PLAN TYPE DEMAND WHILE COMPLYING WITH THE STANDARDS ABOVE.



EXAMPLE PRE-PLOTTING PLAN
SCALE: 1" = 20'

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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PLOTTING ANTI-REPETITION

JEFFREY DeMURE + ASSOCIATES ARCHITECTS PLANNERS
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JD+A JOB NUMBER: 24039
DATE: 03.14.2025

A8.2

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MODERN AGRARIAN

PROGRESS LIGHTING

Project:

Fixture Type:

Location:

Contact:



P5622-31
District

District Collection One-Light Farmhouse Textured Black Metal Shade Outdoor Wall Lantern

Category: Outdoor
Finish: Textured Black (Painted)
Construction: Steel/Aluminum Construction
Glass/Shade: Black Metal Shade

Width: 8 in
Extends: 10-1/4 in
Height: 8-1/4 in
H/CTR: 4-1/8 in

Black Metal Shade

MOUNTING	ELECTRICAL	LAMPING	ADDITIONAL INFORMATION
Wall mounted	6 inches of wire supplied	(1) Medium Base (E26) Socket	cCSAus Wet Location Listed
Mounting plate for outlet box included	120 VAC	Lamp Type A19	1-year Limited Warranty
Canopy covers a standard 4" recessed outlet box: 5.125" W., 1.62" ht., 5.125" depth		Incandescent: 100-watt MAX per socket LED: 17.5-watt MAX per socket	Dark Sky complian:
		Fully dimmable with dimmable bulbs	

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NAPA FARMHOUSE

PROGRESS LIGHTING

Project:

Fixture Type:

Location:

Contact:



P560363-031
Bayside Non-Metallic

Bayside Collection One-Light Non-Metallic Black Outdoor Wall Lantern

Category: Outdoor
Finish: Black (No Finish)
Construction: Polycarbonate Housing

Width: 8 in
Extends: 9-3/8 in
Height: 10 in
H/CTR: 5-1/2 in

MOUNTING	ELECTRICAL	LAMPING	ADDITIONAL INFORMATION
Wall mounted	6 inches of wire supplied	(1) Medium Base (E26) Socket	cULus Wet Location Listed
Swivel mounting strap for outlet box included	120 VAC	Lamp Type Incandescent: 40-watt MAX per socket LED: 10-watt MAX per socket	1-year Limited Warranty
Canopy covers a standard 4" recessed outlet box: 5" W., 1.25" ht., 5" depth		Dimmable to 10% brightness (See Dimming Notes)	Dark Sky compliant
			Mad in USA

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CALIFORNIA BUNGALOW

PROGRESS LIGHTING

DATE: TYPE:

NAME:

PROJECT:



Incandescent

P560119-031
Weldon

Featuring nautical influences, Weldon delivers a small wall lantern ideal for Farmhouse or Transitional architecture designs. Curved clear seeded glass is topped with an ample roof in Black.

- Weldon's nautical influences conjure a seaside vibe—no water needed
- Clear seeded-glass shades resemble ship's lights
- The small wall lantern can be hung on either side of a front or rear door, by a garage, on exterior walls or in porches or outdoor living areas
- Perfectly suited for Farmhouse and Transitional styles
- Deep Black finish
- Measures 6in W x 9in ht.
- Uses one 60-watt max. medium base bulb or LED equivalent (sold separately)
- UL Safety listed for use in wet locations
- Progress Lighting products are designed for exceptional quality, reliability, and functionality
- Includes installation instructions and mounting hardware
- Coordinating fixtures available

Width: 6"
Height: 9"
Depth: 6-3/4"

Glass
Width: 4"
Height: 5-5/8"

Category: Outdoor
Finish: Black (painted)
Construction: Steel Construction
Glass/Shade: Clear Seeded Cylindrical

MOUNTING	ELECTRICAL	LAMPING	ADDITIONAL INFORMATION
Wall mounted covers a standard 4" octagonal recessed outlet box 4.75" W., 0.75" ht., 4.75" depth	6" of wire supplied 120 V	Quantity: One 60w max. Medium Base E26 base porcelain socket	cCSAus Wet location listed 1 year warranty

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PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

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RESIDENTIAL LIGHT FIXTURES

3001 DOUGLAS BOULEVARD I SUITE 110 I ROSEVILLE, CALIFORNIA 95661 I 916.783.3700 I WWW.JDAARCH.COM

JD+A JOB NUMBER: 24039
DATE: 03.14.2025

A8.3

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A TENTATIVE MAP AND AN OAK TREE PRESERVATION PLAN PERMIT

(Whitney Walk Residential / SD2024-0001 and TRE2024-0001)

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

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

A. Tentative Map (SD2024-0001) and Oak Tree Preservation Plan Permit (TRE2024-0001) allows the subdivision of three (3) parcels, described as Assessor's Parcel Numbers (APNs) 016-210-011, 016-240-039 and -044 for the development of 170 single-family units on 12.85± acres. A total of 198± lots will be created within the subdivision map including one hundred and seventy (170) single-family residential lots, two (2) open space lots, nine (9) alley lots, one (1) private street lot, and sixteen (16) landscape lots.

B. The Whitney Walk Residential Project Initial Study/Addendum, prepared pursuant to Section 15164 of the California Environmental Quality Act ("CEQA") Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, verified that the project will have no impacts beyond those identified in the Sunset Hills Townhomes and South Whitney Mixed-Use Initial Studies/Mitigated Negative Declarations and therefore has been approved via City Council Resolution No.2025-__.

C. The City Council has considered the effect of the approval of this subdivision on the housing needs of the region, and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources. The subdivision would facilitate the development of the parcels which are zoned and designated for high density residential development.

D. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the zoning classification on the property. The zoning of the project site is Planned Development Residential (PD-R) and Open Area (OA). This tentative parcel map application would create 198 lots, consistent with the applicable development standards of those zoning designations.

E. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan. The project site is designated as High-Density Residential (HDR) and Recreation/Conservation (R-C) in the Rocklin General Plan and the creation of 198 lots is consistent with those land use designations.

F. The site is physically suitable for the proposed type and density of development. All utilities are available and located within close proximity to the site.

G. The design of the subdivision is not likely to cause substantial environmental damage, nor will it substantially and avoidably injure fish or wildlife or their habitat. The site is physically suitable for the proposed type and density of development.

H. The design of the subdivision will not cause serious public health problems. Development on the project site would be consistent with that of surrounding development.

I. The design of the subdivision will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision. Any development would be consistent with easements and surrounding uses.

J. The concurrent design review (DR2024-0005) would be required to be consistent with energy requirements, including, providing, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The Whitney Walk Residential Tentative Map (SD2024-0001) and Oak Tree Preservation Plan Permit (TRE2024-0001) as depicted in Exhibit A, attached hereto and by this reference incorporated herein, is hereby approved, subject to the conditions listed below. The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall be controlling and shall modify Exhibit A. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition, and each of these conditions must be satisfied prior to or concurrently with the submittal of the final parcel map with the City Engineer. The agency and/or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

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

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

B. Conditions

1. Easements

Reciprocal parking, access, drainage, maintenance, emergency access, and utilities easement(s), or its (their) legal equivalent in a form acceptable to the City Attorney, shall be recorded over and between each of the parcels in the subdivision concurrent with the recording of the final map. (CITY ATTORNEY, ENGINEERING)

2. Indemnification and Duty to Defend

As a condition for project approval, Owner or an agent of Owner acceptable to City shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding, against the City or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, void or annul an approval by the City and its agents, officers, and employees, or other City advisory agency, appeal board, or legislative body concerning this project approval. City shall promptly notify owner of any such claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding. (CITY ATTORNEY)

3. Validity / Recording

a. This map shall be recorded in a single phase.

b. No final map shall be recorded for this entitlement unless and until the related Design Review (DR2024-0005) has been approved. (PLANNING)

c. This entitlement shall not be considered valid and approved unless and until the concurrent General Development Plan (PDG2024-0002) and Design Review (DR2024-0005) have been approved. (PLANNING)

d. The Tentative Subdivision Map shall expire three years from the date of approval unless prior to that date a time extension has been granted. (PLANNING)

4. Oak Tree Protection, Removal, and Mitigation

a. Prior to the issuance of any grading permit for any portion of the subdivision, an inventory of all existing trees in the subdivision and a schedule of removal of those trees shown on the tentative map to be removed shall be submitted to and approved by the Director of Community Development. The data presented shall include a detailed Arborist Report identifying the total number and size (i.e., diameter at breast height, or dbh, in inches) of all oak

trees found to be on site and the total number and size (i.e., dbh in inches) of those oak trees proposed to be removed. (ENGINEERING, PUBLIC WORKS)

b. Under the scenario outlined in the above condition (a), the subdivider has the option of planting replacement trees in accordance with the formulas contained in the City's Oak Tree Ordinance (Rocklin Chapter 17.77 *Oak Tree Preservation*) if the Community Development Director and/or an arborist, retained at the subdivider' s expense to provide consulting services for the City, determines that there are suitable locations within open space parcels on-site to successfully accommodate replacement planting. Plans to facilitate on-site replacement planting shall include irrigation to the satisfaction of the Community Development Director and the Director of Public Works and a five-year monitoring program. All costs associated with City retention of a consulting arborist to assist with monitoring shall be paid by the subdivider. The subdivider may also meet their mitigation obligation through payment into the existing City of Rocklin Oak Tree Preservation Fund at the rate and formula specified in the City of Rocklin Municipal Code. (ENGINEERING, PLANNING, PUBLIC WORKS)

   The project arborist shall provide the following information:

   - The total number of surveyed oak trees;
   - The total number of oak trees to be removed;
   - The total number of oak trees to be removed that are to be removed because they are sick or dying; and
   - The total, in inches, of the DBH of all surveyed oak trees on the site in each of these categories.

c. The subdivider shall retain a certified arborist to review the design of the subdivision improvements and recommend measures to protect the trees, which are designated to remain, both during construction and afterwards. These measures shall be incorporated into, or filed prior to or concurrently with the subdivision improvement plans, for review and approval of the City Engineer. The protection measures shall include appropriate fencing around those trees to remain. The protection measures shall be approved prior to the issuance of a grading permit for all or any portion of the subdivision. (ENGINEERING, PLANNING)

d. The subdivider shall retain a certified arborist to prepare and implement an inspection plan providing for the periodic inspection of the site during grading and construction, and verification to the City Engineer that the approved protection measures are properly implemented. (ENGINEERING, PLANNING)

e. Unless an alternative is approved by the Community Development Director, no oak trees shall be removed from the project site prior to the issuance of civil improvement plans.

5. The development shall comply with all applicable approved Mitigation Monitoring Plan and/or Mitigation Measures approved and identified in the 2015 Sunset Hills Townhomes Initial Study/Mitigated Negative Declaration (IS/MND) and the 2016 South Whitney Mixed-Use Townhomes and Medical Center IS/MND, and the June 2025 Whitney Walk Residential Project Initial Study/Addendum). (PLANNING)

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

Whitney Walk Residential Tentative Map / SD2024-0001
Whitney Walk Residential Oak Tree Preservation Plan Permit / TRE2024-0001

Available at the Community Development Department, Planning Division

Preliminary Cover Sheet

EXHIBIT A
SD2024-0001
TRE2024-0001

OWNER
WHITNEY SUNSET 14, LLC
1031 ROSEVILLE PARKWAY, SUITE 148
ROSEVILLE, CA 95678
ATTN: PETER SAETES
peter@saetesinvestments.com
(916) 628-7778

WHITNEY SUNSET 14, LLC

APPLICANT
PARISH & ASSOCIATES, INC.
P.O. BOX 6567
AUBURN, CA 95604
ATTN: ROB PARISH
rob@parish-associates.com
(916) 961-5201

Parish & Associates, Inc.
Project Management • Land Development • Leadership

ENGINEER
TSD ENGINEERING, INC.
785 ORCHARD DRIVE, SUITE 110
FOLSOM, CA 95630
ATTN: CASEY FEICKERT
cfeickert@tsdeng.com
(916) 608-0707

TSD ENGINEERING, INC.
expect more.

ARCHITECT
JEFFREY DEMURE - ASSOCIATES
3001 DOUGLAS BOULEVARD, SUITE 110
ROSEVILLE, CA 95661
ATTN: SEAN RICHARDSON
srichardson@jdaarch.com
(916) 783-3700

JD+A
JEFFREY DEMURE + ASSOCIATES
ARCHITECTURE

LANDSCAPE ARCHITECT
FUHRMAN LEAMY LAND GROUP
2140 PROFESSIONAL DRIVE, SUITE 115
ROSEVILLE, CA 95661
ATTN: KEVIN LEAMY
kevinl@fllandgroup.com
(916) 783-5263

FUHRMAN LEAMY
LAND GROUP

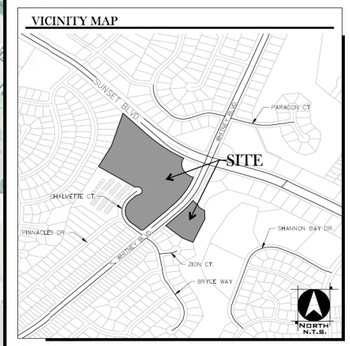


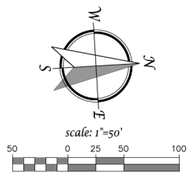
INDEX OF EXHIBITS:

C-0	PRELIMINARY COVER SHEET
C-1	TENTATIVE SUBDIVISION MAP
C-2	PRELIMINARY SITE PLAN
C-3	PRELIMINARY GRADING & DRAINAGE PLAN
C-4	PRELIMINARY SECTIONS
C-5	PRELIMINARY SECTIONS
C-6	PRELIMINARY SECTIONS
C-7	PRELIMINARY UTILITY PLAN
C-8	PRELIMINARY FIRE ACCESS PLAN
C-8A	FIRE TRUCK SIGHT LINE EXHIBIT
C-9	PRELIMINARY TREE EXHIBIT
PL1	PRELIMINARY LANDSCAPE PLAN
PL2	PRELIMINARY LANDSCAPE DETAILS

Recommended for Approval by the Planning Commission on June 17, 2025 *David Mohlenbrok*

VICINITY MAP





WHITNEY WALK - ROCKLIN

C-0

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By: **Whitney Sunset 14, LLC**
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

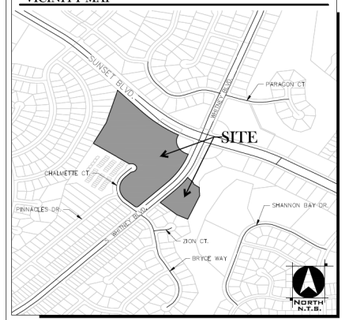
MAY 7, 2025 - THIRD SUBMITTAL

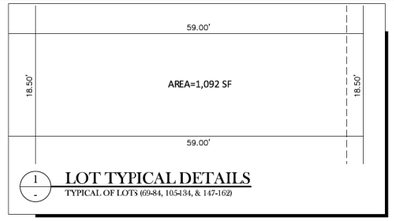
TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

P:\Projects\5284-004\03 DWG\Dr...\Preliminary\PDS\WW_C0 - Preliminary Cover Sheet.dwg, Jordan Lafford, 17:09:42, 05-07-25

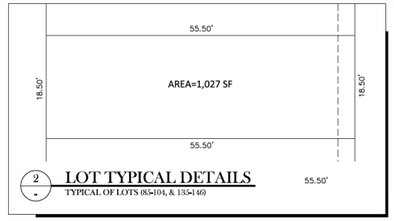
Tentative Subdivision Map And Condominium Project

VICINITY MAP





1 LOT TYPICAL DETAILS
TYPICAL OF LOTS 69-84, 105-134, & 147-162

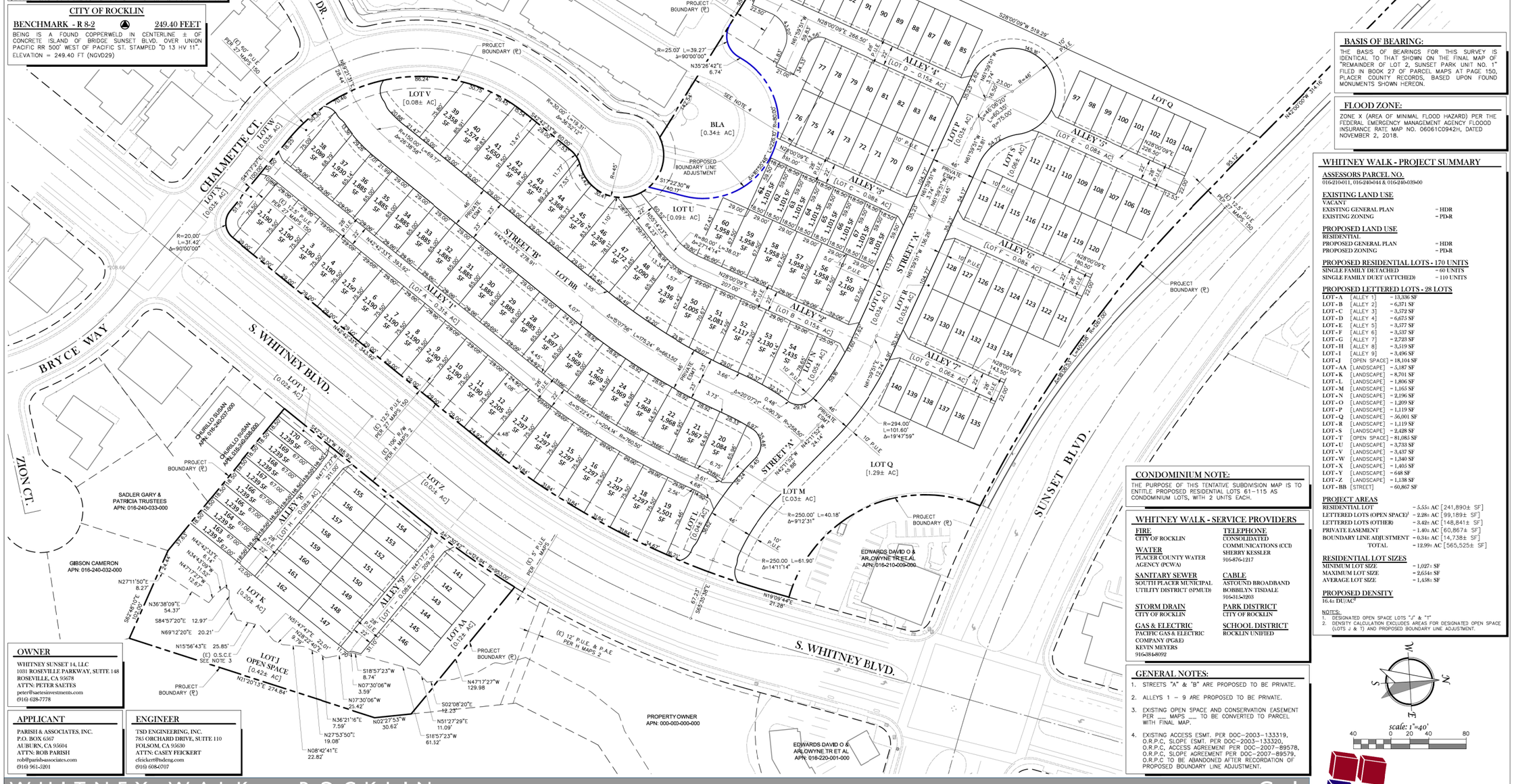


2 LOT TYPICAL DETAILS
TYPICAL OF LOTS 85-104, & 135-146

CITY OF ROCKLIN

BENCHMARK - R 8-2 — 249.40 FEET

BEING IS A FOUND COPPERWELD IN CENTERLINE ± OF CONCRETE ISLAND OF BRIDGE SUNSET BLVD. OVER UNION PACIFIC RR 500' WEST OF PACIFIC ST. STAMPED "D 13 HV 11". ELEVATION = 249.40 FT (NGVD29)



BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THAT SHOWN ON THE FINAL MAP OF "REMAINDER OF LOT 2, SUNSET PARK UNIT NO. 1" FILED IN BOOK 27 OF PARCEL MAPS AT PAGE 150, PLACER COUNTY RECORDS, BASED UPON FOUND MONUMENTS SHOWN HEREON.

FLOOD ZONE:

ZONE X (AREA OF MINIMAL FLOOD HAZARD) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOODD INSURANCE RATE MAP NO. 06061C0942H, DATED NOVEMBER 2, 2018.

WHITNEY WALK - PROJECT SUMMARY

ASSESSORS PARCEL NO.
016-210-011, 016-240-044 & 016-240-039-00

EXISTING LAND USE

VACANT	
EXISTING GENERAL PLAN	- HDR
EXISTING ZONING	- PD-R

PROPOSED LAND USE
RESIDENTIAL

PROPOSED GENERAL PLAN	- HDR
PROPOSED ZONING	- PD-R

PROPOSED RESIDENTIAL LOTS - 170 UNITS

SINGLE FAMILY DETACHED	- 60 UNITS
SINGLE FAMILY DUET (ATTCHED)	- 110 UNITS

PROPOSED LETTERED LOTS - 28 LOTS

LOT - A	[ALLEY 1]	- 13,336 SF
LOT - B	[ALLEY 2]	- 6,371 SF
LOT - C	[ALLEY 3]	- 3,572 SF
LOT - D	[ALLEY 4]	- 6,675 SF
LOT - E	[ALLEY 5]	- 3,577 SF
LOT - F	[ALLEY 6]	- 3,537 SF
LOT - G	[ALLEY 7]	- 2,723 SF
LOT - H	[ALLEY 8]	- 3,519 SF
LOT - I	[ALLEY 9]	- 3,496 SF
LOT - J	[OPEN SPACE]	- 18,104 SF
LOT - AA	[LANDSCAPE]	- 5,187 SF
LOT - K	[LANDSCAPE]	- 8,701 SF
LOT - L	[LANDSCAPE]	- 1,806 SF
LOT - M	[LANDSCAPE]	- 1,165 SF
LOT - N	[LANDSCAPE]	- 2,196 SF
LOT - O	[LANDSCAPE]	- 1,209 SF
LOT - P	[LANDSCAPE]	- 1,119 SF
LOT - Q	[LANDSCAPE]	- 56,001 SF
LOT - R	[LANDSCAPE]	- 1,119 SF
LOT - S	[LANDSCAPE]	- 2,428 SF
LOT - T	[OPEN SPACE]	- 81,083 SF
LOT - U	[LANDSCAPE]	- 3,733 SF
LOT - V	[LANDSCAPE]	- 3,437 SF
LOT - W	[LANDSCAPE]	- 1,340 SF
LOT - X	[LANDSCAPE]	- 1,403 SF
LOT - Y	[LANDSCAPE]	- 648 SF
LOT - Z	[LANDSCAPE]	- 1,138 SF
LOT - BB	[STREET]	- 60,867 SF

PROJECT AREAS

RESIDENTIAL LOT	- 5.55± AC [241,890± SF]
LETTERED LOTS (OPEN SPACE)[1]	- 2.28± AC [99,189± SF]
LETTERED LOTS (OTHER)	- 3.42± AC [148,841± SF]
PRIVATE EASEMENT	- 1.40± AC [60,867± SF]
BOUNDARY LINE ADJUSTMENT	- 0.34± AC [14,738± SF]
TOTAL	- 12.99± AC [565,525± SF]

RESIDENTIAL LOT SIZES

MINIMUM LOT SIZE	- 1,027± SF
MAXIMUM LOT SIZE	- 2,654± SF
AVERAGE LOT SIZE	- 1,418± SF

PROPOSED DENSITY
16.4± DU/AC[2]

NOTES:
1. DESIGNATED OPEN SPACE LOTS "J" & "T"
2. DENSITY CALCULATION EXCLUDES AREAS FOR DESIGNATED OPEN SPACE (LOTS J & T) AND PROPOSED BOUNDARY LINE ADJUSTMENT.

CONDOMINIUM NOTE:

THE PURPOSE OF THIS TENTATIVE SUBDIVISION MAP IS TO ENTITLE PROPOSED RESIDENTIAL LOTS 61-115 AS CONDOMINIUM LOTS, WITH 2 UNITS EACH.

WHITNEY WALK - SERVICE PROVIDERS

FIRE CITY OF ROCKLIN	**TELEPHONE** CONSOLIDATED COMMUNICATIONS (CCI) SHERRY KESSLER 916-876-1217
WATER PLACER COUNTY WATER AGENCY (PCWA)	
SANITARY SEWER SOUTH PLACER MUNICIPAL UTILITY DISTRICT (SPMUD)	**CABLE** ASTOUND BROADBAND BOBBILYN TISDALE 916-315-5203
STORM DRAIN CITY OF ROCKLIN	**PARK DISTRICT** CITY OF ROCKLIN
GAS & ELECTRIC PACIFIC GAS & ELECTRIC COMPANY (PG&E) KEVIN MEYERS 916-384-6092	**SCHOOL DISTRICT** ROCKLIN UNIFIED

GENERAL NOTES:

1. STREETS "A" & "B" ARE PROPOSED TO BE PRIVATE.
2. ALLEYS 1 - 9 ARE PROPOSED TO BE PRIVATE.
3. EXISTING OPEN SPACE AND CONSERVATION EASEMENT PER ___ MAPS ___ TO BE CONVERTED TO PARCEL WITH FINAL MAP.
4. EXISTING ACCESS ESMT. PER DOC-2003-133319, O.R.P.C; SLOPE ESMT. PER DOC-2003-133320, O.R.P.C; ACCESS AGREEMENT PER DOC-2007-89578, O.R.P.C; SLOPE AGREEMENT PER DOC-2007-89579, O.R.P.C TO BE ABANDONED AFTER RECORDATION OF PROPOSED BOUNDARY LINE ADJUSTMENT.

scale: 1"=40'

40 0 20 40 80

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

OWNER
WHITNEY SUNSET 14, LLC
1031 ROSEVILLE PARKWAY, SUITE 148
ROSEVILLE, CA 95678
ATTN: PETER SAETES
peter@saetesinvestments.com
(916) 628-7778

APPLICANT
PARISH & ASSOCIATES, INC.
P.O. BOX 6567
AUBURN, CA 95604
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rob@parish-associates.com
(916) 961-5201

ENGINEER
TSD ENGINEERING, INC.
785 ORCHARD DRIVE, SUITE 110
FOLSOM, CA 95630
ATTN: CASEY FEICKERT
cfeickert@tsdeng.com
(916) 608-0707

WHITNEY WALK - ROCKLIN — C-1

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By: **Whitney Sunset 14, LLC**
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

MAY 7, 2025 - THIRD SUBMITTAL

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Preliminary Site Plan

WHITNEY WALK - PARKING SUMMARY

GARAGE SPACES	= 120	[SINGLE FAMILY DETACHED]
GARAGE SPACES	= 220	[DUET ATTACHED]
DRIVEWAY SPACES	= 14	[LOTS 39–45]
ON-STREET (PARALLEL)	= 104	[9'x24']
OFF-STREET (STANDARD)	= 4	[9'x19'w/2' OVERHANG]
TOTAL SPACES	= 462	

GENERAL NOTES:

1. STREETS "A" & "B" ARE PROPOSED TO BE PRIVATE.
2. ALLEYS 1 – 9 ARE PROPOSED TO BE PRIVATE.
3. EXISTING OPEN SPACE AND CONSERVATION EASEMENT TO BE CONVERTED TO PARCEL WITH FINAL MAP.
4. EXISTING ACCESS ESMT. PER DOC–2003–133319, O.R.P.C, SLOPE ESMT. PER DOC–2003–133320, O.R.P.C, ACCESS AGREEMENT PER DOC–2007–89578, O.R.P.C, SLOPE AGREEMENT PER DOC–2007–89579, O.R.P.C TO BE ABANDONED AFTER RECORDATION OF PROPOSED BOUNDARY LINE ADJUSTMENT.
5. EXISTING PARKING LOT IMPROVEMENTS ON ADJACENT PROPERTY (APN: 016–210–009–000) ENCROACH PROJECT PROPERTY (0' TO 4.9'±).



SURFACE LEGEND:

- ▨ ASPHALT PAVEMENT
- ▨ LANDSCAPE AREA
- ▨ CONCRETE SIDEWALK
- ▨ CONCRETE PAVEMENT
- 🟩 BIO-RETENTION FEATURE

KEY FEATURES LEGEND:

- 🟥 SINGLE-FAMILY (DETACHED) [SEE LOT DETAIL "BD1" SHEET C–6]
- ▨ SINGLE-FAMILY DUET (ATTACHED) [SEE LOT DETAIL "BD2" SHEET C–6]
- ROCKERY RETAINING WALL
- MASONRY SOUNDWALL w/PILASTER
- POST & CABLE FENCING
- OPEN VIEW (STEEL TUBE) FENCING
- PUBLIC CURB, GUTTER & SIDEWALK [WITH PARALLEL PARKING]
  - BACK OF WALK
  - LIP OF GUTTER
  - PARALLEL PARKING STALL MARKINGS (TYP.)
- ACCESS GATE
- EXISTING TREE TO REMAIN
- OH EXISTING OVERHEAD UTILITY LINES
- LIMIT OF FEMA FLOOD ZONE AE [100–YR FLOOD EXTENT]

WHITNEY WALK - ROCKLIN

C-2

Southwest Corner of Sunset Blvd. & South
Whitney Blvd., Rocklin, California

Proposed By:
Whitney Sunset 14, LLC
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

MAY 7, 2025 - THIRD SUBMITTAL

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

P:\Projects\528–004\02 DWG\B– Planning\FIG\WW_C2 – Preliminary Site Plan.dwg, Jordan LeFord, 17:11:38, 05–12–25

Preliminary Grading & Drainage Plan

KEY FEATURES LEGEND:

- SINGLE-FAMILY (DETACHED) [SEE LOT DETAIL "B01" SHEET C-6]
- SINGLE-FAMILY DUET (ATTACHED) [SEE LOT DETAIL "B02" SHEET C-6]
- ROCKERY RETAINING WALL
- MASONRY SOUNDWALL w/PILASTER
- 220' EXISTING 5-FT CONTOUR [MAJOR]
- 219' EXISTING 1-FT CONTOUR [MINOR]
- 225' PROPOSED 5-FT CONTOUR [MAJOR]
- 224' PROPOSED 1-FT CONTOUR [MINOR]
- 100.00 EXISTING GRADE
- 100.00 PROPOSED FINISH GRADE
- 2.67% EXISTING GRADE SLOPE
- 0.45% PROPOSED FINISH GRADE SLOPE
- TW$_{RET}$=245.00 — TOP OF RETAINING WALL; FG$_{TTW}$=240.00 — FINISH GRADE AT BOTTOM OF WALL; FG$_{EX}$=(238.00) — EXIST. GRADE AT BOTTOM/TOP OF WALL
- SINGLE-FAMILY (DETACHED) BUILDING WITH 3-FT STEP BETWEEN GARAGE FINISH FLOOR AND 1ST LEVEL FINISH FLOOR OF LIVING SPACE SHOWN
- 242.50 PROPOSED 1ST LEVEL FINISH FLOOR/ STAIRS ENTRY LEVEL
- EXISTING STAIRS REQ'D TO 1ST LEVEL FINISH FLOOR OF LIVING SPACE
- 24"SD EXISTING STORM DRAIN [PUBLIC]
- 18"SD PROPOSED STORM DRAIN [PUBLIC]
- STORM DRAIN MANHOLE [EXISTING/PROPOSED]
- DRAIN INLET [EXISTING/PROPOSED]
- OVERLAND RELEASE DIRECTION
- EXISTING TREE TO REMAIN
- OH EXISTING OVERHEAD UTILITY LINES
- LIMIT OF FEMA FLOOD ZONE AE [100-YR FLOOD EXTENT]

SURFACE LEGEND:

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- BIO-RETENTION FEATURE

PRELIMINARY EARTHWORK:

THE FOLLOWING NUMBERS ARE PRELIMINARY AND PROVIDED FOR PERMITTING PURPOSES ONLY

CUT: 47,835± CY
FILL: 2,600± CY
NET: 45,235± CY (CUT - EXPORT)

RAW NUMBERS ONLY, NO SHRINKAGE OR SWELL ACCOUNTED FOR.

PINNACLES DR.
CHALMETTE CT.
ZION CT.
BRYCE WAY
S. WHITNEY BLVD.
SUNSET BLVD.
STREET 'A'
STREET 'B'
ALLEY '1'
ALLEY '2'
ALLEY '3'
ALLEY '4'
ALLEY '5'
ALLEY '6'
ALLEY '7'
ALLEY '8'
LOT A
LOT B
LOT C
LOT D
LOT E
LOT F
LOT G
LOT H
LOT I OPEN SPACE
LOT J
LOT K
LOT L
LOT M
LOT N
LOT O
LOT P
LOT Q
LOT R
LOT S
LOT T OPEN SPACE
LOT U
LOT V
LOT W
LOT X
BLA
PROPOSED BLA
PROJECT BOUNDARY (℄)
(E) SEGMENTAL RETAINING WALL
(P) ROCKERY RETAINING WALL
(P) 6-FT SOUNDWALL w/RETAINING
(E) 12.5' P.U.E. PER 2" MAPS 150
(E) 12' P.U.E. & P.A.E. PER H MAPS 2
(E) 10' P.U.E. PER H MAPS 2
(E) 6' P.U.E. PER H MAPS 2
(E) 106 R/W PER H MAPS 2
(E) 5' P.U.E. PER 2" MAPS 150
(EP) 100-YR FLOOD EXTENT
ANTELOPE CREEK
SDMH #1
SDMH #2
SDMH #3
SDMH #5
SDMH #6
SDMH #7
SDMH #9
SDMH #10
SDMH #11
DI #1.1
DI #1.2
DI #1.3
DI #2.1
DI #2.2
DI #3.1
DI #3.2
DI #4.1
DI #4.2
DI #5.1
DI #5.2
DI #6.1
DI #6.2
DI #7.1
DI #7.2
DI #8.1
DI #8.2
CDS UNITS #1
CDS UNITS #2
BASIN BTM EL=205.80
BASIN BTM EL=205.00
SECTION A-A SHEET C-5
SECTION B-B SHEET C-5
MASTMAN SUSAN R APN: 016-200-093-000
HOLLAND CAROLINE APN: 016-200-094-000
HINANTE ULILA F APN: 016-200-091-000
MARTIN ROWLO K TR APN: 016-200-089-000
VANNATA JO ELLYN TR APN: 016-200-097-000
BALAKRISHNAN VIJAYAPRAKASH ET AL APN: 016-200-087-000
STILLING JEAN TR APN: 016-200-086-000
HUNTSMAN JOHN & HUNTSMAN KIMBERLY APN: 016-200-085-000
TOTARO MICHAEL TR & TOTARO MARTHA TR ET AL APN: 016-200-069-000
MAHIN TAMERSH APN: 016-110-022-000
SFC SUNSET ROCKLIN INVESTORS, LLC (ATLANTIS TOWN HOMES) APN: 016-580-053
CHURILLO SUSAN APN: 016-240-037-000
CHURILLO SUSAN APN: 016-240-038-000
SADLER GARY & PATRICIA TRUSTEES APN: 016-240-033-000
GIBSON CAMERON APN: 016-240-032-000
EDWARDS DAVID O & ARLOWYNE TR ET AL APN: 016-210-009-000
EDWARDS DAVID O & ARLOWYNE TR ET AL APN: 016-220-001-000
PROPERTY OWNER APN: 000-000-000-000

scale: 1"=40'
40 0 20 40 80

WHITNEY WALK - ROCKLIN

C-3

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By:
Whitney Sunset 14, LLC
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

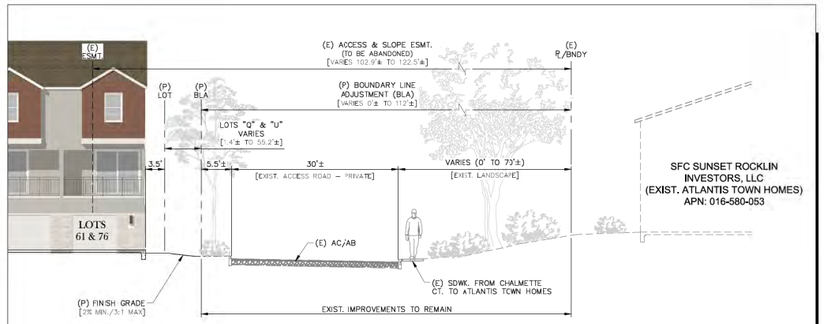
In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

MAY 7, 2025 - THIRD SUBMITTAL

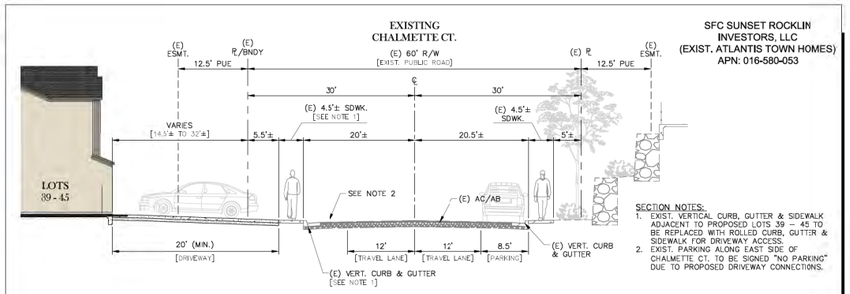
TSD ENGINEERING, INC. expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

P:\Projects\2024-004\02 DWG\Sht - Rocklin\PDs\WW_C3 - Preliminary Grading & Drainage Plan.dwg, Jordan LaFond, 12/12/25, 08:12:26

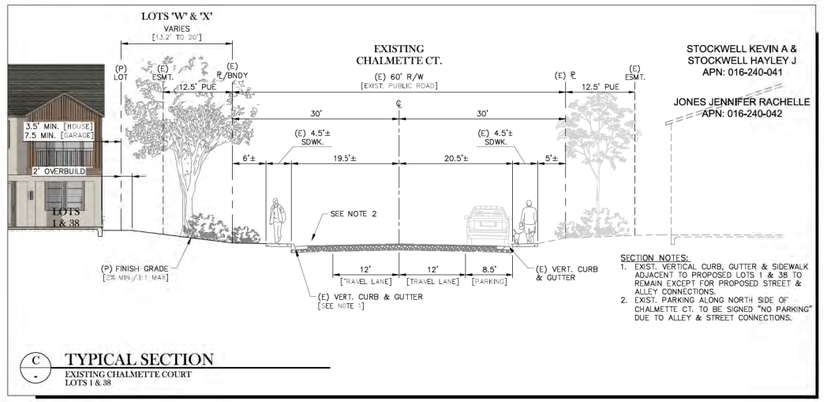
Preliminary Sections



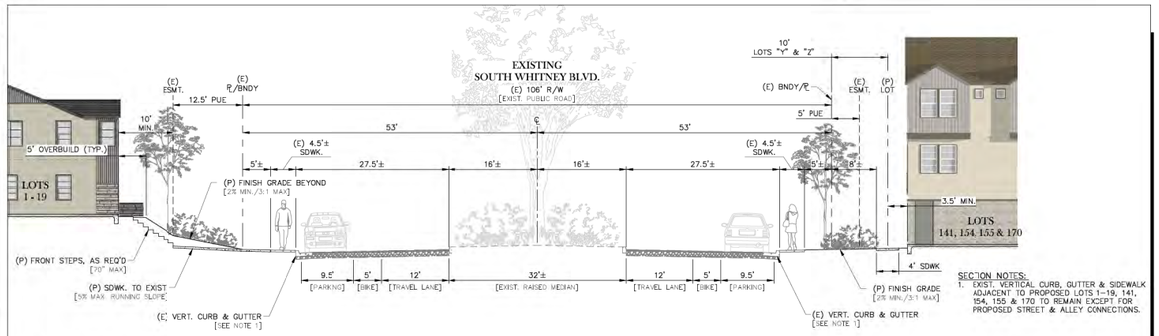
A - TYPICAL SECTION
ADJACENT TO EXIST. ACCESS ROAD



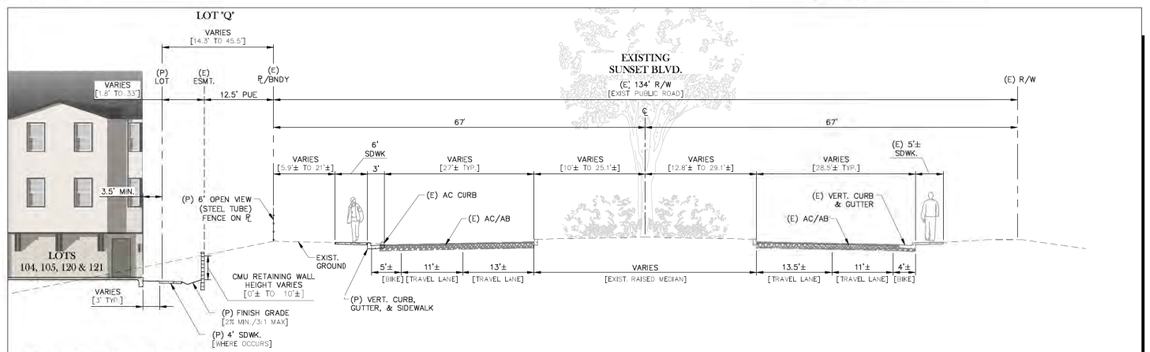
B - TYPICAL SECTION
EXISTING CHALMETTE COURT
LOTS 39 - 45



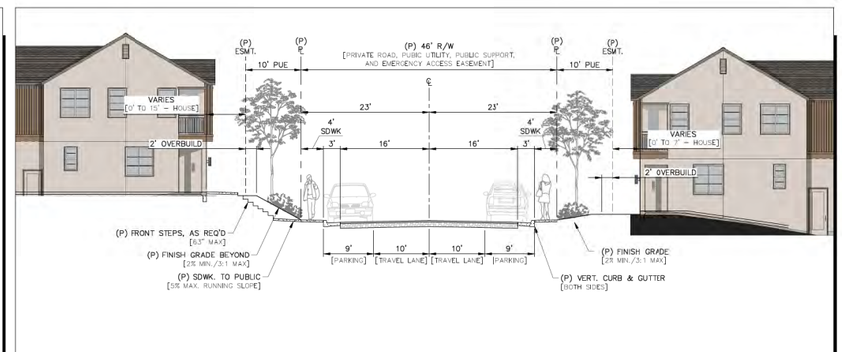
C - TYPICAL SECTION
EXISTING CHALMETTE COURT
LOTS 1 & 38



D - TYPICAL SECTION
EXISTING SOUTH WHITNEY BOULEVARD
LOTS 1 - 19 (WEST) & LOTS 141, 154-155, 170 (EAST)



E - TYPICAL SECTION
EXISTING SUNSET BOULEVARD
LOTS 104-105, 150 & 121



F - TYPICAL SECTION - STREET 'B'
PUBLIC RESIDENTIAL - 46 FT R/W

WHITNEY WALK - ROCKLIN C-4

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By: **Whitney Sunset 14, LLC**
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

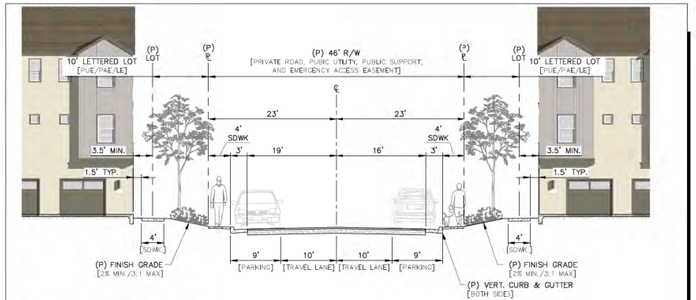
In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

MAY 7, 2025 - THIRD SUBMITTAL

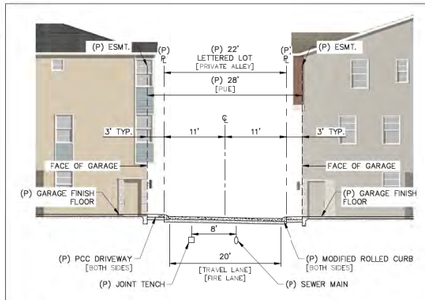
TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

P:\Projects\2024\24102 DWG\JD+ Planning Files\JD+A_CA + Preliminary Sections.dwg, Jordan LaFond, 11:14:05, 05=1:25

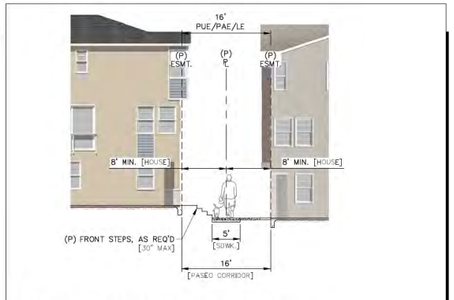
Preliminary Sections



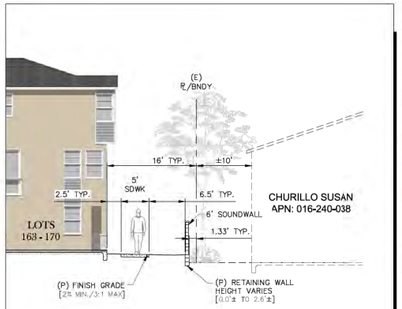
G - TYPICAL SECTION - STREET "A"
PUBLIC RESIDENTIAL - 46 FT R/W



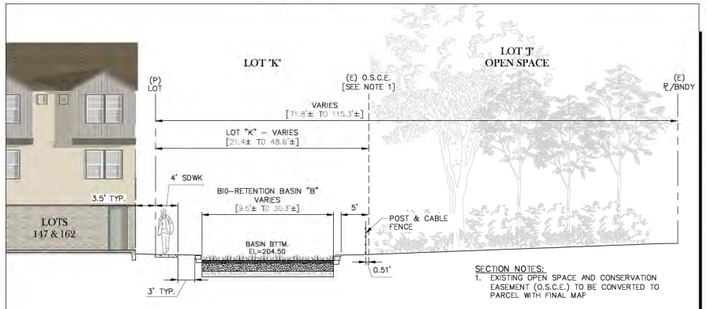
H - TYPICAL SECTION - ALLEY
PRIVATE ALLEY - 22 FT (AT SINGLE-FAMILY DETACHED SHOWN)



I - TYPICAL SECTION - PASEO
DUET LOTS - PASEO



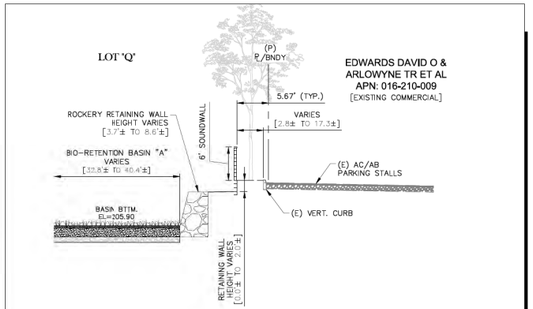
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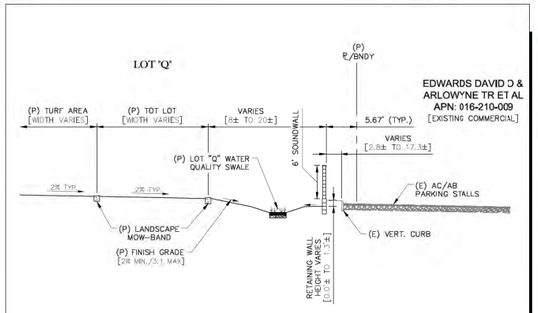
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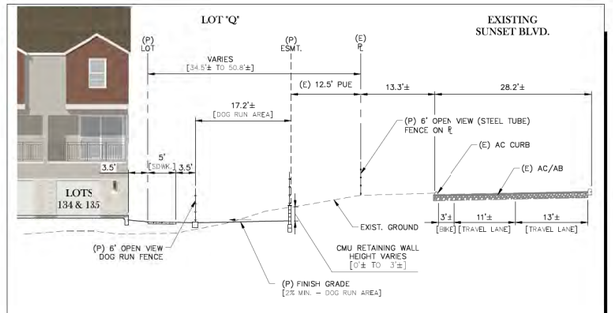
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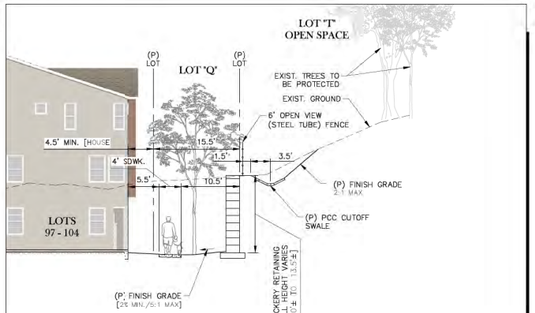
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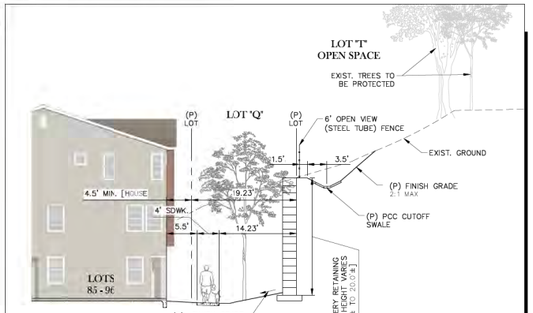
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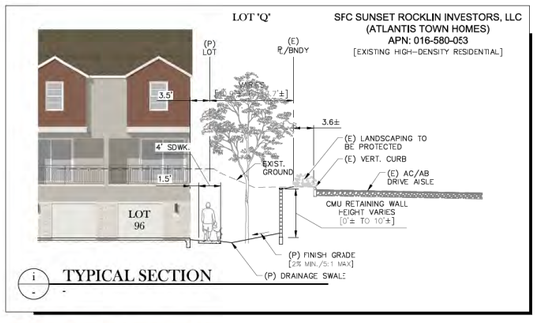
f - TYPICAL SECTION



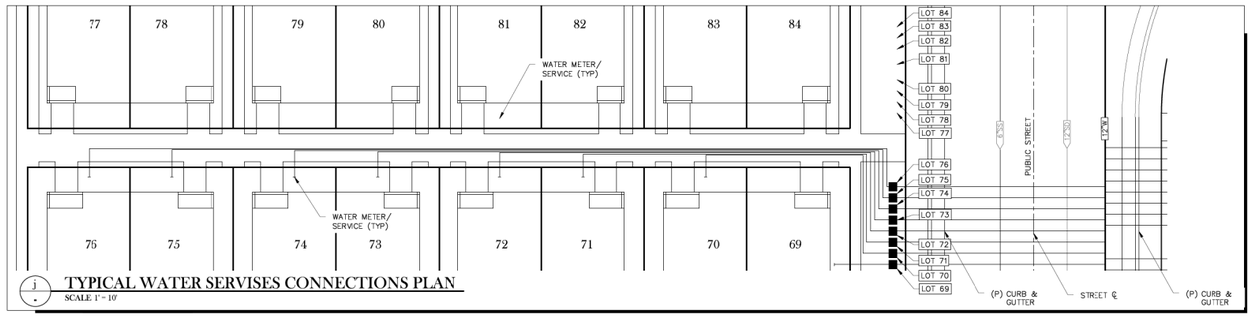
g - TYPICAL SECTION



h - TYPICAL SECTION



i - TYPICAL SECTION



j - TYPICAL WATER SERVISES CONNECTIONS PLAN
SCALE 1" = 10'

WHITNEY WALK - ROCKLIN

C-5

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By:
Whitney Sunset 14, LLC
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

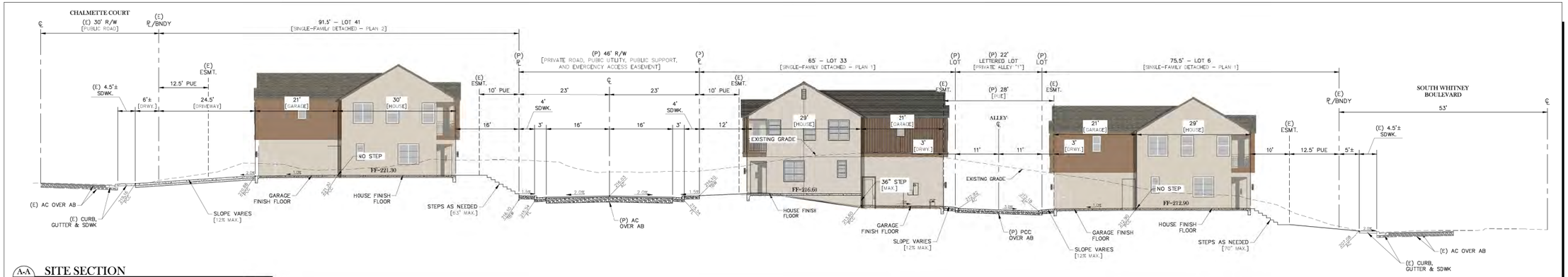
In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

MAY 7, 2025 - THIRD SUBMITTAL

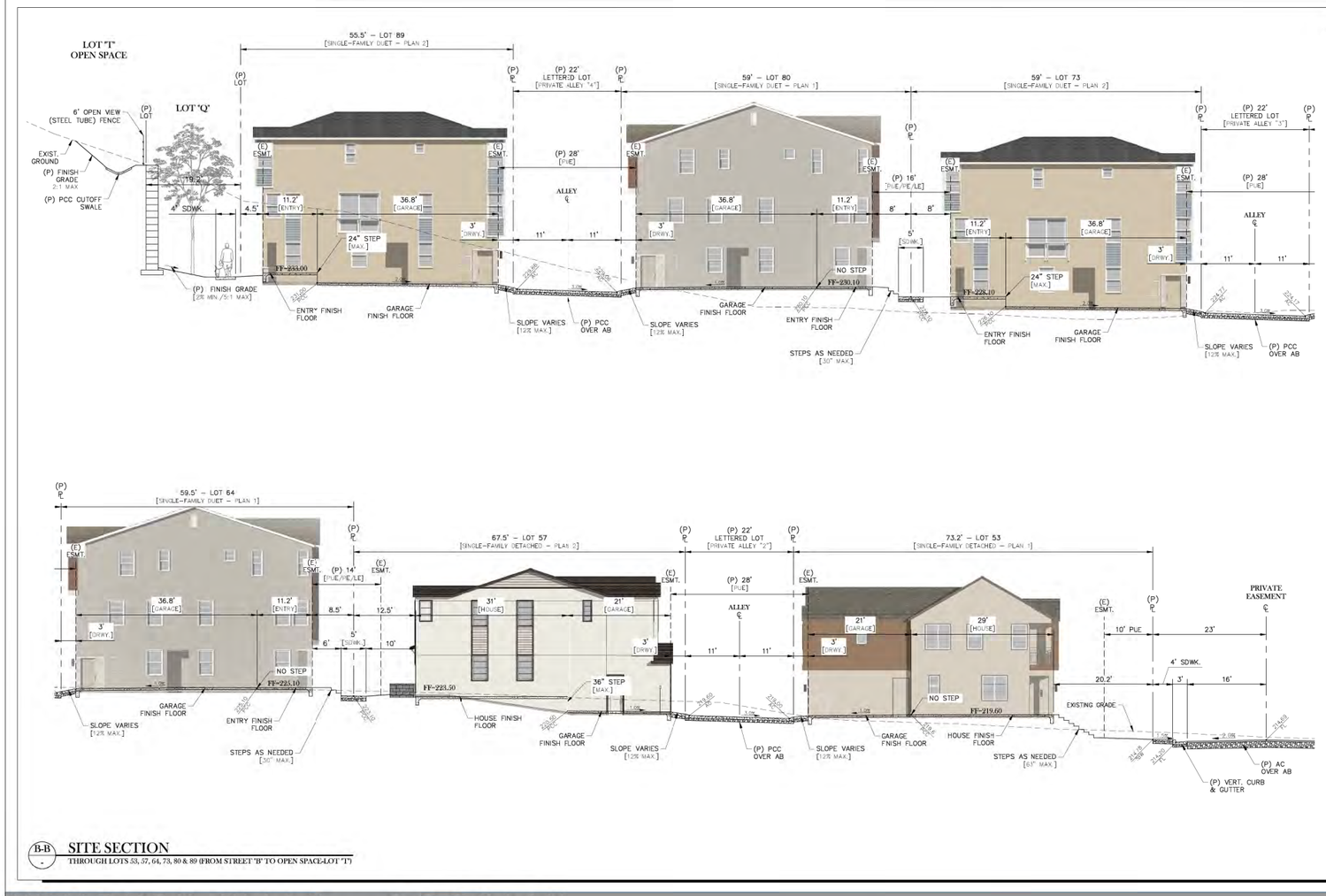
TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

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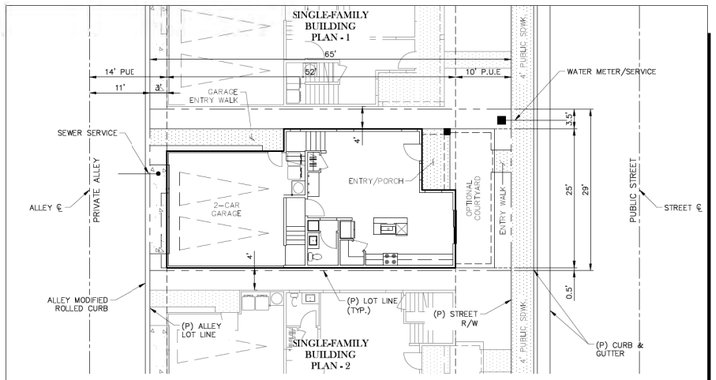
Preliminary Sections



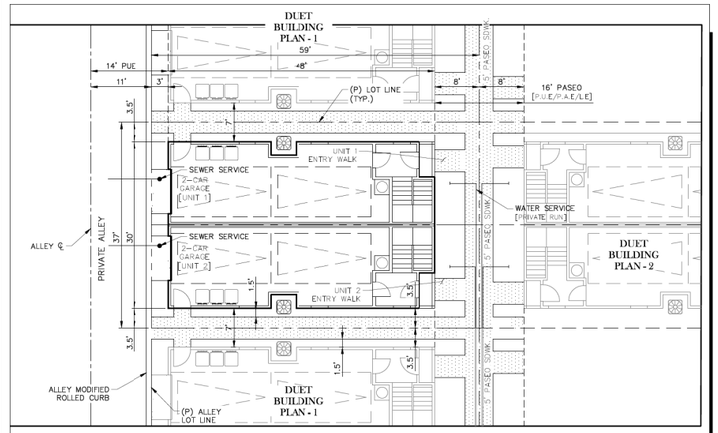
A-A
SITE SECTION
THROUGH LOTS 6, 33 & 41 (FROM S. WHITNEY BLVD. TO CHALMETTE CT.)



B-B
SITE SECTION
THROUGH LOTS 53, 57, 64, 73, 80 & 89 (FROM STREET 'B' TO OPEN SPACE-LOT "T")



BD1
BUILDING/LOT DETAIL (SINGLE-FAMILY DETACHED)
TYPICAL OF SINGLE-FAMILY DETACHED PLANS 1, 2 & 3 (PLAN 3 SHOWN)



BD2
BUILDING/LOT DETAIL (SINGLE-FAMILY DUET ATTACHED)
TYPICAL OF SINGLE-FAMILY DUET ATTACHED PLANS 1 & 2 (PLAN 1 SHOWN)

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

P:\Projects\3328-004\02 DWG\Pl - Planning Plt\3328_C4 - Preliminary Sections.dwg, Jordan LaFond, 11/12/2025 09:41:24

Preliminary Utility Plan

KEY FEATURES LEGEND:

DESCRIPTION	PROPOSED	EXISTING
SEWER MAIN [PUBLIC]	8" SS	8" SS
SEWER MANHOLE [PUBLIC]		
SEWER SERVICE		
WATER MAIN [PUBLIC]	12" W	12" W
WATER SERVICE [w/METER]		
FIRE HYDRANT [PUBLIC]		
IRRIGATION BACKFLOW [RP]	RP	
JOINT TRENCH	JT	
OVERHEAD UTILITY LINES		OH
GAS LINE		G
COMMUNICATION LINES		T

PINNACLES DR.
CHALMETTE CT.
BRYCE WAY
ZION CT.
S. WHITNEY BLVD.
SUNSET BLVD.
STREET 'A'
STREET 'B'
ALLEY 'O'
ALLEY 'P'
ALLEY 'Q'
ALLEY 'R'
ALLEY 'S'
ALLEY 'T'
LOT Q
LOT T OPEN SPACE
LOT J OPEN SPACE
LOT Q
LOT U
LOT V
LOT W
LOT X
LOT K
LOT AA
PROJECT BOUNDARY (℄)
(E) SSMH
(P) SSMH
(E) FH
(P) FH
(P) IRR. SERVICE & BACKFLOW
(P) B.O.
(E) 35' SLOPE ESMT. PER DOC-2007-0089579 (E. ANCHOR)
(E) 12.5' P.U.E. PER 27 MAPS 150
(E) 10' P.U.E. PER 1 MAPS 2
(E) 12' P.U.E. PER 27 MAPS 150
(E) 12' P.U.E. & P.A.E. PER 1 MAPS 2
(E) 12.5' P.U.E. PER 27 MAPS 150
(P) 10' P.U.E.
(P) 28' P.U.E.
(P) 45' PRIVATE ESMT.
MASTMAN SUSAN R APN: 016-2(0-093-000
HOLLAND CAROLINE APN: 016-200-094-000
HANANTE ULILA F APN: 016-200-091-000
MARTIN ROMULO A TR APN: 016-200-089-000
VANNATA JO ELLYN TR APN: 016-200-097-000
BALAKRISHNAN VIJAYAKUMAR ET AL APN: 016-200-087-000
STILLING JEAN TR APN: 016-200-085-000
HUNTSMAN JOHN & HUNTSMAN KRISTEN APN: 016-191-090-000
TOTARO MICHAEL P & TOTARO MARTHA ET AL APN: 016-191-089-000
MANN TIMERSH APN: 016-110-022-000
SFC SUNSET ROCKLIN INVESTORS, LLC (ATLANTIS TOWN HOMES) APN: 016-580-053
CAURILLO SUSAN APN: 016-240-037-000
CAURILLO SUSAN APN: 016-240-038-000
SADLER GARY & PATRICIA TRUSTEES APN: 016-240-033-000
GIBSON CAMERON APN: 016-240-032-000
PROPERTY OWNER APN: 000-000-000-000
EDWARDS DAVID O & ARLOWYNE TR ET AL APN: 016-210-009-000
EDWARDS DAVID O & ARLOWYNE TR ET AL APN: 016-220-001-000

scale: 1"=40'

40 0 20 40 80

WHITNEY WALK - ROCKLIN

C-7

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By: **Whitney Sunset 14, LLC**
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

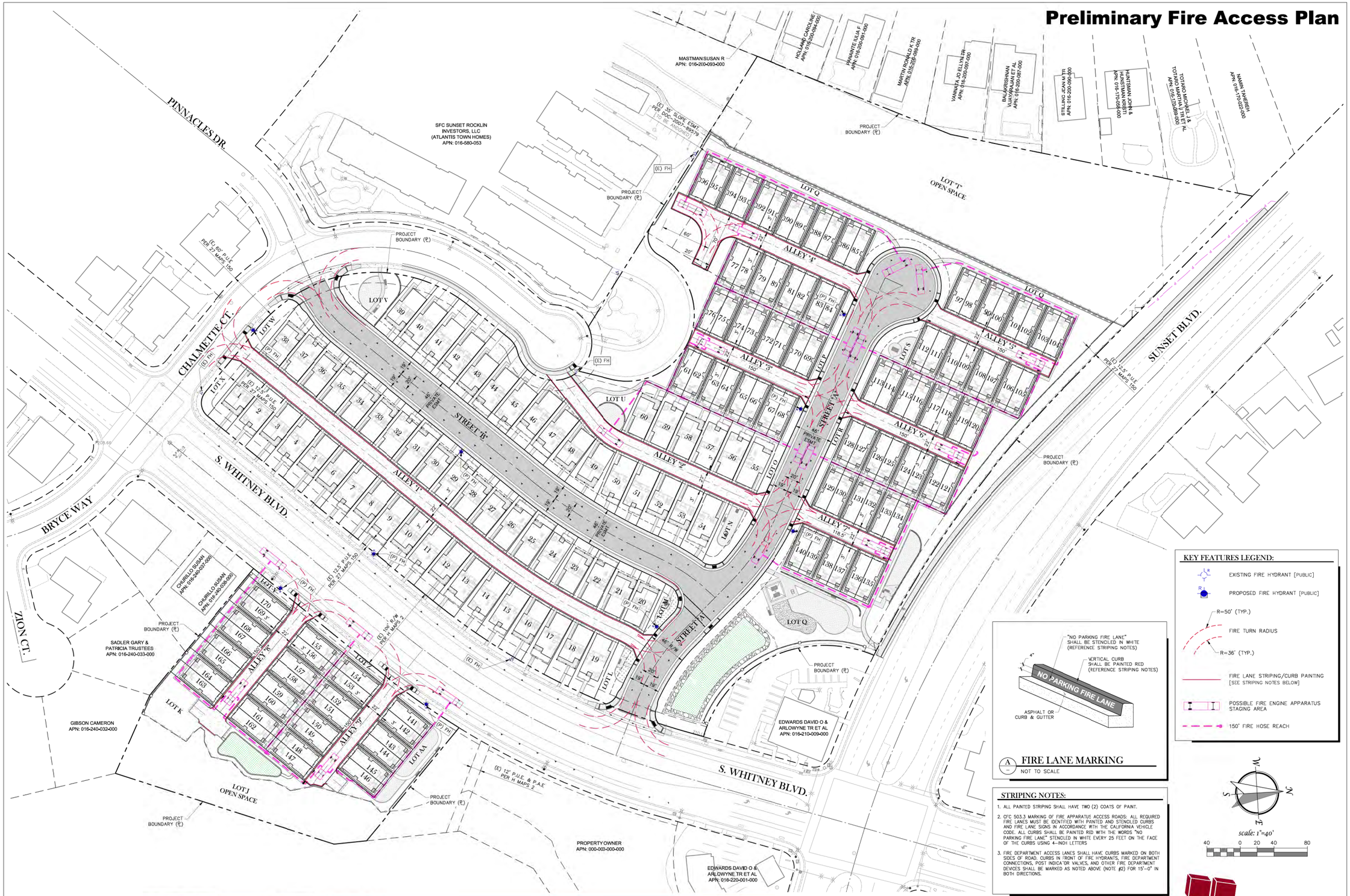
In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

MAY 7, 2025 - THIRD SUBMITTAL

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

K:\Projects\2025-004102 (SWC)\Dr - Planning\PD\WALK - Preliminary Utility Plan.dwg, Jordan Lefcek, 11:30:02, 05-12-25

Preliminary Fire Access Plan



A FIRE LANE MARKING
NOT TO SCALE

STRIPING NOTES:

1. ALL PAINTED STRIPING SHALL HAVE TWO (2) COATS OF PAINT.
2. CFC 503.3 MARKING OF FIRE APPARATUS ACCESS ROADS: ALL REQUIRED FIRE LANES MUST BE IDENTIFIED WITH PAINTED AND STENCILED CURBS AND FIRE LANE SIGNS IN ACCORDANCE WITH THE CALIFORNIA VEHICLE CODE. ALL CURBS SHALL BE PAINTED RED WITH THE WORDS "NO PARKING FIRE LANE" STENCILED IN WHITE EVERY 25 FEET ON THE FACE OF THE CURBS USING 4-INCH LETTERS
3. FIRE DEPARTMENT ACCESS LANES SHALL HAVE CURBS MARKED ON BOTH SIDES OF ROAD. CURBS IN FRONT OF FIRE HYDRANTS, FIRE DEPARTMENT CONNECTIONS, POST INDICATOR VALVES, AND OTHER FIRE DEPARTMENT DEVICES SHALL BE MARKED AS NOTED ABOVE (NOTE #2) FOR 15'-0" IN BOTH DIRECTIONS.

KEY FEATURES LEGEND:

- EXISTING FIRE HYDRANT [PUBLIC]
- PROPOSED FIRE HYDRANT [PUBLIC]
- R=50' (TYP.) / FIRE TURN RADIUS / R=36' (TYP.)
- FIRE LANE STRIPING/CURB PAINTING [SEE STRIPING NOTES BELOW]
- POSSIBLE FIRE ENGINE APPARATUS STAGING AREA
- 150' FIRE HOSE REACH

W N S E

scale: 1"=40'

40 0 20 40 80

WHITNEY WALK - ROCKLIN

C-8

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By: **Whitney Sunset 14, LLC**
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

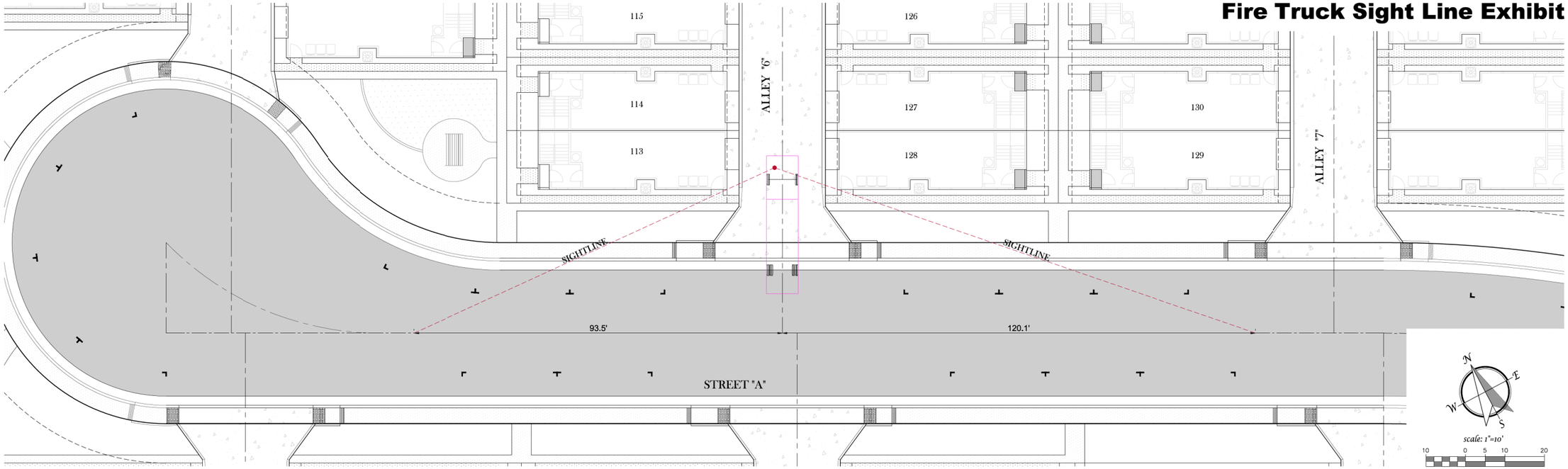
In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

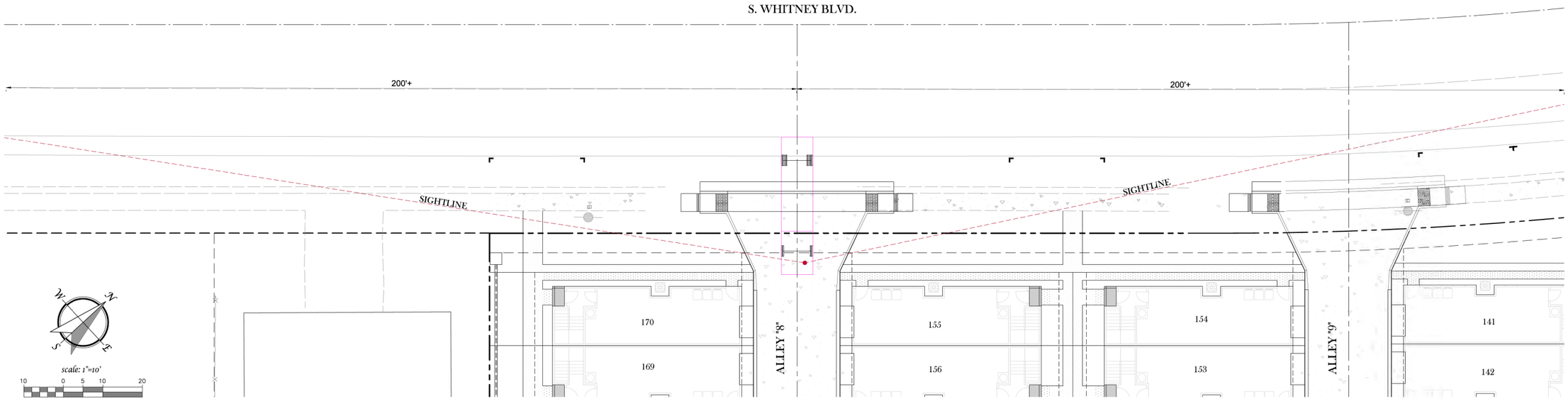
MAY 7, 2025 - THIRD SUBMITTAL

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

© \Projects\2025-004\02 DWG\Pre - Planning Fire\WW_C8 - Preliminary Fire Access Plan.dwg, Jordan LaFond, 5/7/2025 8:21:26 AM, 1:1=1

Fire Truck Sight Line Exhibit





WHITNEY WALK - ROCKLIN

C-8A

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By:

Whitney Sunset 14, LLC
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

MAY 7, 2025 - THIRD SUBMITTAL

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

N:\Projects\5204-004\02 DWG\P~ Planning\PD\WW_ESA + Festival Sightlines.dwg, Jordan LaFond, 11/17/11, 08:41:25

A:\services\architecture\Library\Cloud Storage\Egnyte-sbarch\Shared\02 PROJECTS\WHITNEY SUNSET 14 LLC\24039 WHITNEY WALK (SUNSET HILLS HIGH DENSITY)\01 DESIGN\02 WORKING FILES\02 LAYOUT\01 SD\DWG\P24039_A1_SITE PLAN_25x36.



FIRE LADDER ACCESS EXHIBIT | DUETS | PASEO

PLANNING SUBMITTAL

WHITNEY SUNSET 14 LLC

WHITNEY WALK

CITY OF ROCKLIN, CALIFORNIA

© 2004 - 2024 JEFFREY DEMURE + ASSOCIATES ARCHITECTS PLANNERS, INC.

3001 DOUGLAS BOULEVARD I SUITE 110 I ROSEVILLE, CALIFORNIA 95661 I 916.783.3700 I WWW.JDAARCH.COM

JD+A JOB NUMBER: 24039
DATE: 03.11.2025

A1.4

Preliminary Tree Exhibit

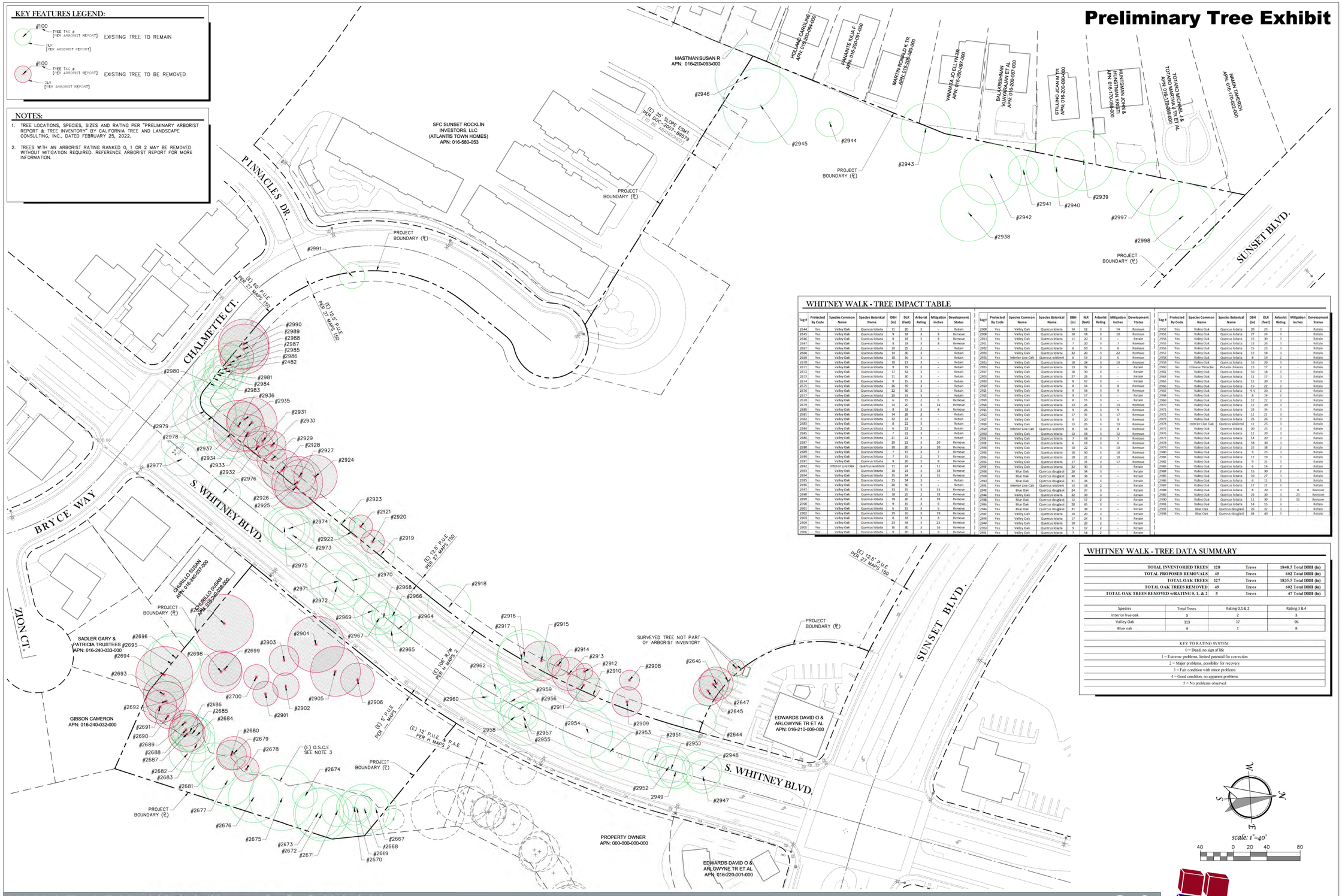
KEY FEATURES LEGEND:

#100 — TREE TAG # [PER ARBORIST REPORT] / DLR [PER ARBORIST REPORT] — EXISTING TREE TO REMAIN

#100 — TREE TAG # [PER ARBORIST REPORT] / DLR [PER ARBORIST REPORT] — EXISTING TREE TO BE REMOVED

NOTES:

1. TREE LOCATIONS, SPECIES, SIZES AND RATING PER "PRELIMINARY ARBORIST REPORT & TREE INVENTORY" BY CALIFORNIA TREE AND LANDSCAPE CONSULTING, INC., DATED FEBRUARY 25, 2022.
2. TREES WITH AN ARBORIST RATING RANKED 0, 1 OR 2 MAY BE REMOVED WITHOUT MITIGATION REQUIRED. REFERENCE ARBORIST REPORT FOR MORE INFORMATION.



WHITNEY WALK - TREE IMPACT TABLE

Tag #	Protected By Code	Species Common Name	Species Botanical Name	DBH (in)	DLR (Feet)	Arborist Rating	Mitigation Inches	Development Status
2644	Yes	Valley Oak	Quercus lobata	11	20	3	-	Retain
2645	Yes	Valley Oak	Quercus lobata	9	18	3	9	Remove
2646	Yes	Valley Oak	Quercus lobata	9	18	3	9	Remove
2647	Yes	Valley Oak	Quercus lobata	8	18	3	8	Remove
2667	Yes	Valley Oak	Quercus lobata	10	25	2	-	Retain
2668	Yes	Valley Oak	Quercus lobata	34	30	3	-	Retain
2669	Yes	Valley Oak	Quercus lobata	10	16	3	-	Retain
2670	Yes	Valley Oak	Quercus lobata	10	23	3	-	Retain
2671	Yes	Valley Oak	Quercus lobata	9	19	2	-	Retain
2672	Yes	Valley Oak	Quercus lobata	17	32	3	-	Retain
2673	Yes	Valley Oak	Quercus lobata	11	30	3	-	Retain
2674	Yes	Valley Oak	Quercus lobata	9	15	3	-	Retain
2675	Yes	Valley Oak	Quercus lobata	36	39	3	-	Retain
2676	Yes	Valley Oak	Quercus lobata	22	30	3	-	Retain
2677	Yes	Valley Oak	Quercus lobata	20	33	3	-	Retain
2678	Yes	Valley Oak	Quercus lobata	6	15	2	6	Remove
2679	Yes	Valley Oak	Quercus lobata	14	20	3	14	Remove
2680	Yes	Valley Oak	Quercus lobata	8	18	3	8	Remove
2681	Yes	Valley Oak	Quercus lobata	14	28	2	-	Retain
2682	Yes	Valley Oak	Quercus lobata	32	22	3	-	Retain
2683	Yes	Valley Oak	Quercus lobata	8	22	3	-	Retain
2684	Yes	Valley Oak	Quercus lobata	6	22	2	-	Retain
2685	Yes	Valley Oak	Quercus lobata	7	22	3	-	Retain
2686	Yes	Valley Oak	Quercus lobata	21	22	3	-	Retain
2687	Yes	Valley Oak	Quercus lobata	20	22	3	20	Remove
2688	Yes	Valley Oak	Quercus lobata	10	20	3	10	Remove
2689	Yes	Valley Oak	Quercus lobata	7	15	3	7	Remove
2690	Yes	Valley Oak	Quercus lobata	7	15	2	7	Remove
2691	Yes	Valley Oak	Quercus lobata	9	20	3	9	Remove
2692	Yes	Interior Live Oak	Quercus wislizeni	11	24	3	11	Remove
2693	Yes	Valley Oak	Quercus lobata	18	24	3	18	Remove
2694	Yes	Valley Oak	Quercus lobata	15	34	3	15	Remove
2695	Yes	Valley Oak	Quercus lobata	15	34	3	-	Retain
2696	Yes	Valley Oak	Quercus lobata	20	30	3	-	Retain
2697	Yes	Valley Oak	Quercus lobata	33	35	3	33	Remove
2698	Yes	Valley Oak	Quercus lobata	18	25	2	18	Remove
2699	Yes	Valley Oak	Quercus lobata	19	20	3	19	Remove
2700	Yes	Valley Oak	Quercus lobata	6	15	3	6	Remove
2901	Yes	Valley Oak	Quercus lobata	19	16	3	19	Remove
2902	Yes	Valley Oak	Quercus lobata	8	18	3	8	Remove
2903	Yes	Valley Oak	Quercus lobata	23	34	3	23	Remove
2904	Yes	Valley Oak	Quercus lobata	16	30	3	16	Remove
2905	Yes	Valley Oak	Quercus lobata	9	35	3	9	Remove

Tag #	Protected By Code	Species Common Name	Species Botanical Name	DBH (in)	DLR (feet)	Arborist Rating	Mitigation inches	Development Status
2908	Yes	Valley Oak	Quercus lobata	14	12	3	14	Remove
2909	Yes	Valley Oak	Quercus lobata	10	18	3	10	Remove
2911	Yes	Valley Oak	Quercus lobata	11	20	3	-	Retain
2911	Yes	Valley Oak	Quercus lobata	7	20	3	7	Remove
2912	Yes	Valley Oak	Quercus lobata	6	10	3	6	Remove
2913	Yes	Valley Oak	Quercus lobata	22	20	3	22	Remove
2913	Yes	Interior Live Oak	Quercus wislizeni	6	13	2	6	Remove
2915	Yes	Valley Oak	Quercus lobata	18	24	3	18	Remove
2931	Yes	Valley Oak	Quercus lobata	13	32	3	-	Retain
2937	Yes	Valley Oak	Quercus lobata	18	30	3	-	Retain
2913	Yes	Valley Oak	Quercus lobata	27	26	3	-	Retain
2919	Yes	Valley Oak	Quercus lobata	9	17	3	-	Retain
2922	Yes	Valley Oak	Quercus lobata	8	14	3	8	Remove
2922	Yes	Valley Oak	Quercus lobata	9	14	3	9	Remove
2922	Yes	Valley Oak	Quercus lobata	9	17	3	-	Retain
2928	Yes	Valley Oak	Quercus lobata	8	15	3	-	Retain
2928	Yes	Valley Oak	Quercus lobata	13	25	3	13	Remove
2926	Yes	Valley Oak	Quercus lobata	9	26	3	9	Remove
2925	Yes	Valley Oak	Quercus lobata	17	35	3	17	Remove
2927	Yes	Valley Oak	Quercus lobata	9	20	3	9	Remove
2928	Yes	Valley Oak	Quercus lobata	13	25	3	13	Remove
2929	Yes	Interior Live Oak	Quercus wislizeni	8	16	3	8	Remove
2810	Yes	Valley Oak	Quercus lobata	12	18	3	12	Remove
2918	Yes	Valley Oak	Quercus lobata	7	18	3	7	Remove
2932	Yes	Valley Oak	Quercus lobata	6	18	3	6	Remove
2918	Yes	Valley Oak	Quercus lobata	10	22	3	10	Remove
2918	Yes	Valley Oak	Quercus lobata	18	30	3	18	Remove
2933	Yes	Valley Oak	Quercus lobata	10	21	2	10	Remove
2935	Yes	Valley Oak	Quercus lobata	17	35	3	17	Remove
2937	Yes	Valley Oak	Quercus lobata	22	30	3	-	Retain
2938	Yes	Blue Oak	Quercus douglasii	26	34	3	-	Retain
2939	Yes	Blue Oak	Quercus douglasii	30	36	3	-	Retain
2940	Yes	Blue Oak	Quercus douglasii	31	36	3	-	Retain
2941	Yes	Interior Live Oak	Quercus wislizeni	14	18	2	-	Retain
2942	Yes	Blue Oak	Quercus douglasii	24	37	3	-	Retain
2943	Yes	Valley Oak	Quercus lobata	82	80	3	-	Retain
2944	Yes	Blue Oak	Quercus douglasii	12	17	2	-	Retain
2945	Yes	Blue Oak	Quercus douglasii	28	45	3	-	Retain
2946	Yes	Blue Oak	Quercus douglasii	31	39	3	-	Retain
2947	Yes	Valley Oak	Quercus lobata	10	20	3	-	Retain
2948	Yes	Valley Oak	Quercus lobata	17	24	3	-	Retain
2949	Yes	Valley Oak	Quercus lobata	10	20	2	-	Retain
2950	Yes	Valley Oak	Quercus lobata	9	17	2	-	Retain
2951	Yes	Valley Oak	Quercus lobata	7	14	2	-	Retain

Tag #	Protected By Code	Species Common Name	Species Botanical Name	DBH (in)	DLR (Feet)	Arborist Rating	Mitigation inches	Development Status
2952	Yes	Valley Oak	Quercus lobata	20	25	3	-	Retain
2953	Yes	Valley Oak	Quercus lobata	27	34	3	-	Retain
2954	Yes	Valley Oak	Quercus lobata	15	30	3	-	Retain
2955	Yes	Valley Oak	Quercus lobata	13	26	3	-	Retain
2956	Yes	Valley Oak	Quercus lobata	15	23	3	-	Retain
2957	Yes	Valley Oak	Quercus lobata	12	38	3	-	Retain
2958	Yes	Valley Oak	Quercus lobata	8	30	2	-	Retain
2959	Yes	Valley Oak	Quercus lobata	16	20	3	-	Retain
2960	No	Chinese Pistache	Pistacia chinesis	13	17	2	-	Retain
2962	Yes	Valley Oak	Quercus lobata	10	18	3	-	Retain
2964	Yes	Valley Oak	Quercus lobata	11	17	3	-	Retain
2965	Yes	Valley Oak	Quercus lobata	12	20	3	-	Retain
2966	Yes	Valley Oak	Quercus lobata	15	22	3	-	Retain
2967	Yes	Valley Oak	Quercus lobata	9.5	20	2	-	Retain
2968	Yes	Valley Oak	Quercus lobata	8	14	2	-	Retain
2969	Yes	Valley Oak	Quercus lobata	12	22	3	-	Retain
2970	Yes	Valley Oak	Quercus lobata	12	20	3	-	Retain
2971	Yes	Valley Oak	Quercus lobata	23	34	3	-	Retain
2972	Yes	Valley Oak	Quercus lobata	11	21	3	-	Retain
2973	Yes	Valley Oak	Quercus lobata	25	26	3	-	Retain
2974	Yes	Interior Live Oak	Quercus wislizeni	11	25	3	-	Retain
2975	Yes	Valley Oak	Quercus lobata	20	25	3	-	Retain
2976	Yes	Valley Oak	Quercus lobata	11	20	3	-	Retain
2977	Yes	Valley Oak	Quercus lobata	14	20	3	-	Retain
2978	Yes	Valley Oak	Quercus lobata	18	30	3	-	Retain
2979	Yes	Valley Oak	Quercus lobata	22	38	2	-	Retain
2980	Yes	Valley Oak	Quercus lobata	9	25	3	-	Retain
2981	Yes	Valley Oak	Quercus lobata	17	35	3	-	Retain
2982	Yes	Valley Oak	Quercus lobata	9	25	3	-	Retain
2983	Yes	Valley Oak	Quercus lobata	6	14	3	-	Retain
2984	Yes	Valley Oak	Quercus lobata	15	30	2	-	Retain
2985	Yes	Valley Oak	Quercus lobata	10	27	3	-	Retain
2986	Yes	Valley Oak	Quercus lobata	6	12	3	-	Retain
2987	Yes	Valley Oak	Quercus lobata	17	25	3	-	Retain
2988	Yes	Valley Oak	Quercus lobata	8	20	3	8	Remove
2989	Yes	Valley Oak	Quercus lobata	23	30	3	23	Remove
2990	Yes	Valley Oak	Quercus lobata	11	30	3	11	Remove
2991	Yes	Valley Oak	Quercus lobata	14	35	3	-	Retain
2997	Yes	Blue Oak	Quercus douglasii	26	32	3	-	Retain
2998	Yes	Blue Oak	Quercus douglasii	44	40	3	-	Retain

WHITNEY WALK - TREE DATA SUMMARY

TOTAL INVENTORIED TREES	128	Trees	1848.5 Total DBH (in)
TOTAL PROPOSED REMOVALS	49	Trees	602 Total DBH (in)
TOTAL OAK TREES	127	Trees	1835.5 Total DBH (in)
TOTAL OAK TREES REMOVED	49	Trees	602 Total DBH (in)
TOTAL OAK TREES REMOVED w/RATING 0, 1, & 2	5	Trees	47 Total DBH (in)

Species	Total Trees	Rating 0,1 & 2	Rating 3 & 4
Interior live oak	5	2	3
Valley Oak	113	17	96
Blue oak	9	1	8

KEY TO RATING SYSTEM
0 = Dead, no sign of life
1 = Extreme problems, limited potential for correction
2 = Major problems, possibility for recovery
3 = Fair condition with minor problems
4 = Good condition, no apparent problems
5 = No problems observed

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

WHITNEY WALK - ROCKLIN

C-9

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By: **Whitney Sunset 14, LLC**
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

MAY 7, 2025 - THIRD SUBMITTAL

P:\Projects\028-004\02 DWG\04 - Planning\PD\WW_C9 - Tree Exhibit.dwg, Jordan LaFord, 17:11:36, 05=2=25



TREE SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WATER USE	QTY
	ACER RUBRUM `REDPOINTE` / REDPOINTE MAPLE (40'X20')	15 GAL.	MOD	34
	ACER RUBRUM 'OCTOBER GLORY' / OCTOBER GLORY RED MAPLE (40'X35')	24" BOX	MOD	34
	ARCTOSTAPHYLOS MANZANITA 'DR. HURD' / DR. HURD COMMON MANZANITA (15'X15')	15 GAL.	VERY LOW	23
	CERCIS CANADENSIS / EASTERN REDBUD (20'X20')	24" BOX	LOW	20
	CHIONANTHUS RETUSUS / CHINESE FRINGE TREE (20'X15')	15 GAL.	MOD	12
	PODOCARPUS GRACILIOR / FERN PINE (40'X20')	15 GAL.	MOD	19
	QUERCUS LOBATA / VALLEY OAK (60'X40')	24" BOX	LOW	13
	TILIA CORDATA `GREENSPIRE` / GREENSPIRE LINDEN (40'X25')	15 GAL.	MOD	4
	ULMUS PARVIFOLIA `DRAKE` / DRAKE LACEBARK ELM (50'X35')	24" BOX	MOD	30
	ULMUS PROPINQUA 'JFS-BIEBERICH' / EMERALD SUNSHINE® ELM	15 GAL.	LOW	20
	ZELKOVA SERRATA 'CITY SPRITE' / COMPACT SAWLEAF ZELKOVA (20'X15')	24" BOX	MOD	13

CONCEPT PLANT SCHEDULE

SHRUB AREAS

	ARBUTUS UNEDO 'COMPACTA' / COMPACT STRAWBERRY TREE	5 GAL., LOW
	ARCTOSTAPHYLOS X `JOHN DOURLEY` / JOHN DOURLEY MANZANITA	5 GAL., LOW
	BACCHARIS X 'STERILE CENTENNIA.' / CENTENNIAL COYOTE BRUSH	5 GAL., LOW
	CALLISTEMON VIMINALIS `LITTLE JOHN` / DWARF WEEPING BOTTLEBRUSH	5 GAL., LOW
	CHONDROPETALUM TECTORUM / SMALL CAPE RUSH	5 GAL., LOW
	CISTUS LADANIFER / CRIMSON SPOT ROCKROSE	5 GAL., LOW
	CISTUS X 'GRAYSWOOD PINK' / GRAYSWOOD PINK ROCKROSE	5 GAL., LOW
	DIETES BICOLOR / FORTNIGHT LILY	5 GAL., LOW
	ELYMUS CONDENSATUS `CANYON PRINCE` / CANYON PRINCE WILD RYE	5 GAL., LOW
	GREVILLEA ROSMARINIFOLIA / ROSEMARY GREVILLEA	5 GAL., LOW
	LIGUSTRUM JAPONICUM 'TEXANUM / TEXAS JAPANESE PRIVET	15 GAL., LOW
	LOMANDRA LONGIFOLIA `BREEZE` / BREEZE MAT RUSH	5 GAL., LOW
	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	5 GAL., LOW
	OLEA EUROPAEA `LITTLE OLLIE` TM / LITTLE OLLIE OLIVE	5 GAL., LOW
	RHAPHIOLEPIS INDICA `PINK DANCER` / PINK DANCER INDIAN HAWTHORN	15 GAL., LOW
	SALVIA MICROPHYLLA `HOT LIPS` / HOT LIPS SAGE	5 GAL., LOW
	WESTRINGIA FRUTICOSA `MUNDI` TM PP 24042 / LOW COAST ROSEMARY	5 GAL., LOW

GROUNDCOVER AREA

	ACACIA REDOLENS 'LOW BOY' / LOW BOY PROSTRATE ACACIA (2'X8')	1 GAL., LOW
	CEANOTHUS G. H. 'DIAMOND HEIGHTS' / DIAMOND HEIGHTS CARMEL CREEPER (1'X5')	1 GAL., LOW
	COPROSMA KIRKII 'VERDE VISTA' / VERDE VISTA CREEPING COPROSMAT (3'X6')	1 GAL., LOW
	LOMANDRA LONGIFOLIA PLATINUM BEAUTY / PLATINUM BEAUTY LOMANDRA (3'X3')	1 GAL., LOW
	TEUCRIUM X LUCIDRYS PROSTRATUM / GERMANDER (6"X3')	1 GAL., LOW
	NEPETA X FAASSENII 'LIMELIGHT' / LIMELIGHT CATMINT (8"X2')	1 GAL., LOW

TURF AREA

	TURF SOD BOLERO PLUS / FESCUE BLEND	SOD, HIGH

NO MOW TURF AREA

	NO MCW TURF SOD / FINE FESCUE BLEND	SOD, MOD

STORMWATER FEATURES

	TURF SOD BIOFILTRATION SOD / DELTA BLUEGRASS BIOFILTRATION SOD	SOD, MOD

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	EXISTING TREES TO REMAIN. VERIFY IN FIELD.
2	PROPOSED BUILDINGS. SEE ARCHITECTURAL PLANS.
3	PROPOSED STORMWATER APPURTENANCES. SEE CIVIL PLANS.
4	PROPOSED ROCKERY WALLS. SEE CIVIL PLANS.
5	PROPOSED RETAINING WALLS. SEE DETAIL C, SHEET PL2.
6	PROPOSED CMU SCREEN WALL WITH 24" SQUARE PILASTERS. SEE DETAILS B, SHEET PL2.
7	PROPOSED 6' OPEN METAL FENCING. SEE DETAIL D, SHEET PL2.
8	PROPOSED 6' OPEN METAL DOG FENCING. SEE DETAIL E, SHEET PL2.
9	PROPOSED 6' OPEN METAL PECESTRIAN GATE AT DOG PARK. SEE DETAIL F, SHEET PL2.
10	PROPOSED POST & CABLE FENCING. SEE DETAIL G, SHEET PL2.
11	PROPOSED TURF AREAS.
12	PROPOSED BENCHES.
13	PROPOSED PICNIC AREAS.
14	PROPOSED DOG PARK.
15	PROPOSED CORNHOLE.
16	PROPOSED FOOSEBALL TABLE.
17	PROPOSED SHADE STRUCTURE & PICNIC AREA.
18	PROPOSED TOT LOT.
19	PROPOSED GRANITE BOULDERS, TYP.

WHITNEY WALK
ROCKLIN, CA

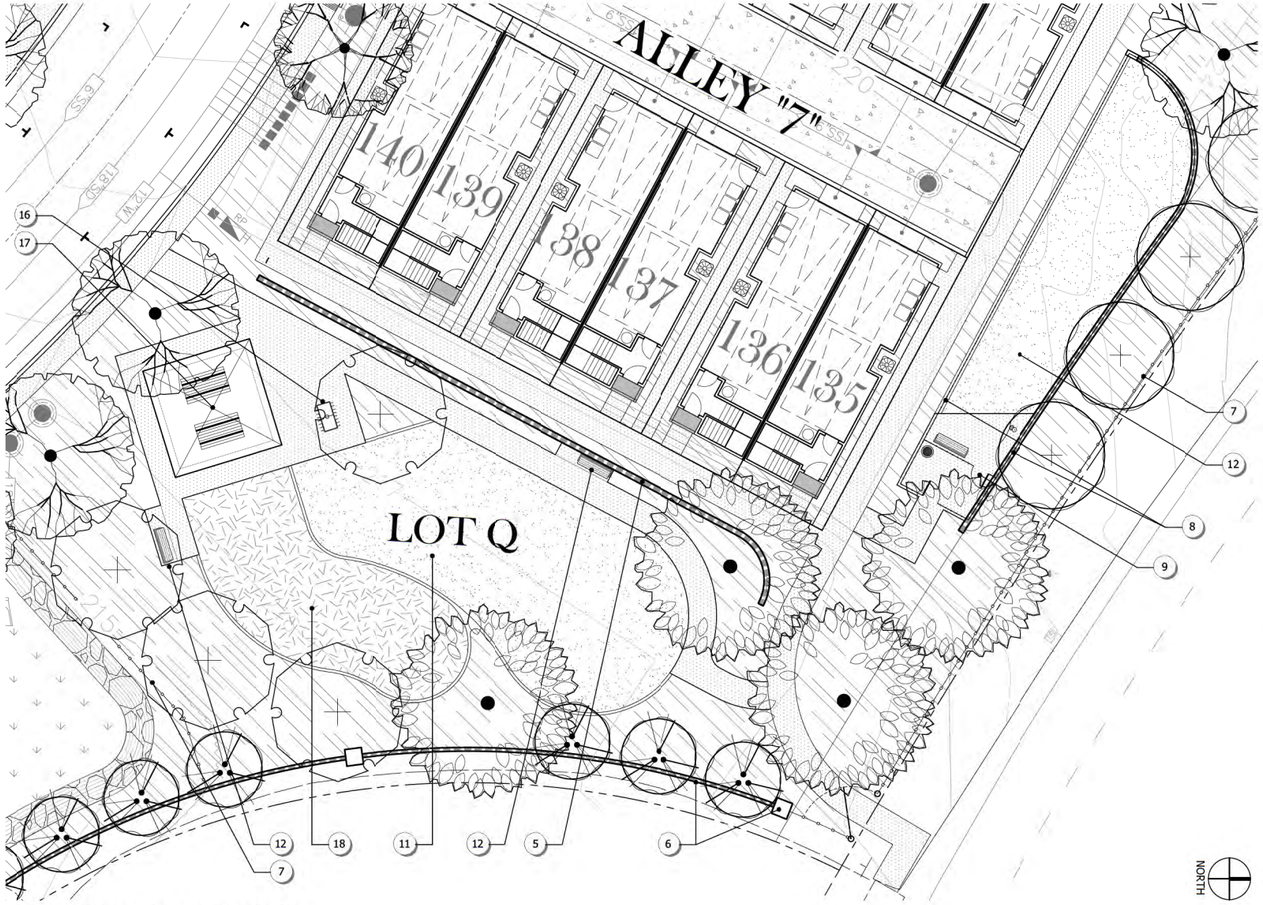
PRELIMINARY LANDSCAPE PLAN

Scale: 1" = 40'-0"

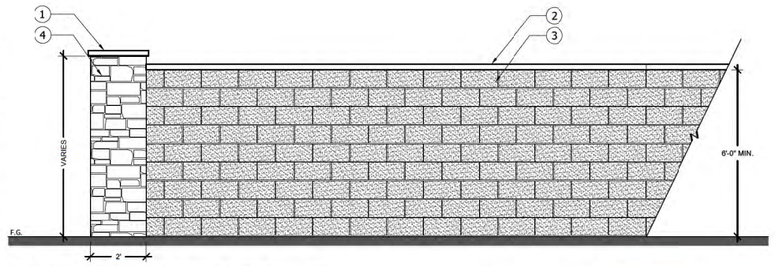
SHEET PL1

FUHRMAN LEAMY LAND GROUP
DESIGN • SERVICE • SOLUTIONS
3140 Professional Dr, Ste 115, Roseville, CA 95661 916.78.5263
www.flandgroup.com

DATE: 03.17.2025
PROJECT: P&A: 24034



A LOT Q PARK: MAIN AMENITY SPACE
SCALE: 1" = 10'-0"



1. EL DORADO STONE PREFABRICATED SPLIT-EDGE COLUMN CAP. COLOR: WHITE CLOUD. LOCATE PILASTERS PER PLAN.
2. EL DORADO STONE SPLIT EDGE WALL CAP. COLOR: WHITE CLOUD.
3. BASALITE 8"X8"X16" CMU BLOCK. SPLIT FACE FRONT/SMOOTH BACK. COLOR: GREY 225.
4. 24" SQ. PILASTER WITH EL DORADO STONE VINTAGE RANCH VENEER. COLOR: STRAUSWOOD.

NOTE:
* WALLS, PILASTERS, WALL CAPS, AND PILASTER CAPS NEED A MINIMUM OF TWO (2) COATS OF ANTI-GRAFFITI COATING. GRAFFITI COATING SHALL BE NON-SACRIFICIAL, AND UPON COMPLETION OF THE COATING APPLICATION, CONTRACTOR SHALL PROVIDE CUT SHEET FOR PRODUCT USED AND GUARANTEE LETTER TO DISTRICT STATING THAT COATING APPLICATION HAS BEEN COMPLETED PER MANUFACTURER'S SPECIFICATIONS.

**PLACEMENT OF BLOCK TO BE LOCATED FULLY WITHIN PROJECT PARCEL.



EL DORADO STONE SPLIT-EDGE COLUMN CAP COLOR: WHITE CLOUD

EL DORADO STONE VINTAGE RANCH VENEER COLOR: STRAUSWOOD

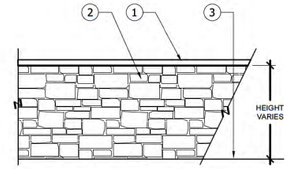
BASALITE SPLIT FACE BLOCK COLOR: 225

B CMU SCREEN WALL & 24" SQUARE PILASTER (ELEVATION)
1/2" = 1'-0"

R-24034-01

REFERENCE NOTES SCHEDULE

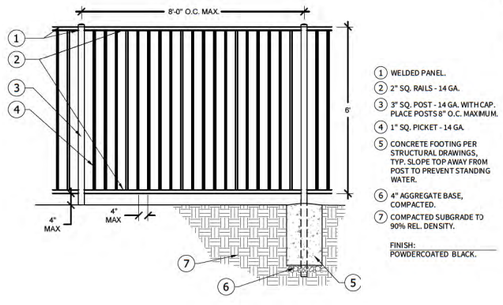
SYMBOL	DESCRIPTION
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12	PROPOSED BENCHES.
13	PROPOSED PICNIC AREAS.
14	PROPOSED DOG PARK.
15	PROPOSED CORNHOLE.
16	PROPOSED FOOSEBALL TABLE.
17	PROPOSED SHADE STRUCTURE & PICNIC AREA.
18	PROPOSED TOT LOT.
19	PROPOSED GRANITE BOULDERS, TYPICAL.



1. EL DORADO STONE SPLIT EDGE WALL CAP. COLOR: WHITE CLOUD.
2. BASALITE 8"X8"X16" CMU BLOCK (SMOOTH) WITH EL DORADO STONE VINTAGE RANCH VENEER. COLOR: STRAUSWOOD. COLOR: GREY 225.
3. FINISH SURFACE

C RETAINING WALL (ELEVATION)
1/2" = 1'-0"

R-24034-19

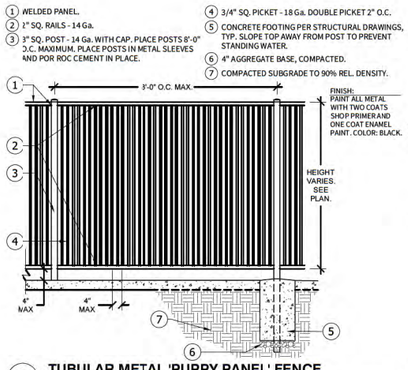


1. WELDED PANEL.
2. 2" SQ. RAILS - 14 GA.
3. 3" SQ. POST - 14 GA. WITH CAP. PLACE POSTS 8" O.C. MAXIMUM.
4. 1" SQ. PICKET - 14 GA.
5. CONCRETE FOOTING PER STRUCTURAL DRAWINGS, TYP. SLOPE TOP AWAY FROM POST TO PREVENT STANDING WATER.
6. 4" AGGREGATE BASE, COMPACTED.
7. COMPACTED SUBGRADE TO 90% REL. DENSITY.

FINISH: POWDERCOATED BLACK.

D TUBULAR METAL FENCE
1/2" = 1'-0"

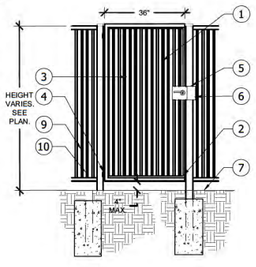
R-24034-27



1. WELDED PANEL.
2. 1" SQ. RAILS - 14 Ga.
3. 3" SQ. POST - 14 Ga. WITH CAP. PLACE POSTS 8'-0" O.C. MAXIMUM. PLACE POSTS IN METAL SLEEVES AND POR ROC CEMENT IN PLACE.
4. 3/4" SQ. PICKET - 18 Ga. DOUBLE PICKET 2" O.C.
5. CONCRETE FOOTING PER STRUCTURAL DRAWINGS, TYP. SLOPE TOP AWAY FROM POST TO PREVENT STANDING WATER.
6. 4" AGGREGATE BASE, COMPACTED.
7. COMPACTED SUBGRADE TO 90% REL. DENSITY.

E TUBULAR METAL 'PUPPY PANEL' FENCE
1/2" = 1'-0"

R-24034-37

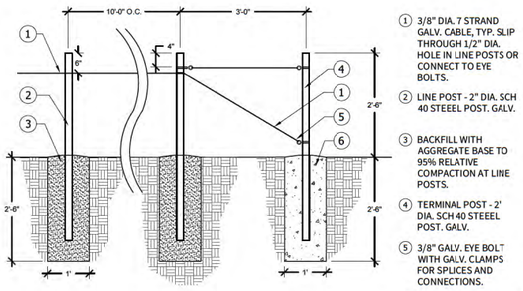


1. WELDED GATE PANEL TO MATCH FENCE DETAIL. SECURED, PEDESTRIAN SWING GATE PER FIRE CODE REQUIREMENTS.
2. 3" SQ. POST, 2" SQ. FRAME 14 Ga. WITH CAP. PROVIDE MIN. 16" OPENING BETWEEN POSTS FOR GATE.
3. 3/4" SQ. PICKET - 18 Ga.
4. (2) HEAVY DUTY HINGES, TYP.
5. GATE LOCK WITH KEY ENTRY PROVIDE KNOX BOX PER LOCal FIRE CODE.
6. 4" X 6" STEEL OVERSTRIKE PLATE.
7. FINISH GRADE.
8. CONCRETE FOOTING PER STRUCTURAL DRAWINGS, TYP. SLOPE TOP AWAY FROM POST TO PREVENT STANDING WATER.
9. ADJACENT FENCE. SEE PLAN.

FINISH: PAINT ALL METAL WITH TWO COATS SHOP PRIMER AND ONE COAT ENAMEL PAINT. COLOR: BLACK.

F 'PUPPY PANEL' PEDESTRIAN GATE
1/2" = 1'-0"

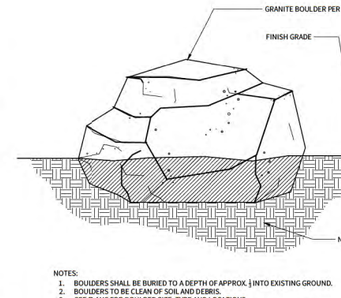
R-24034-47



1. 3/8" DIA. 7 STRAND GALV. CABLE, TYP. SLIP THROUGH 1/2" DIA. HOLE IN LINE POSTS OR CONNECT TO EYE BOLTS.
2. LINE POST - 2" DIA. SCH 40 STEEEL POST. GALV.
3. BACKFILL WITH AGGREGATE BASE TO 95% RELATIVE COMPACTION AT LINE POSTS.
4. TERMINAL POST - 2' DIA. SCH 40 STEEEL POST. GALV.
5. 3/8" GALV. EYE BOLT WITH GALV. CLAMPS FOR SPLICES AND CONNECTIONS.
6. CONCRETE FOOTING AT TERMINAL POSTS.

G POST & CABLE FENCE (METAL POSTS)
3/4" = 1'-0"

R-24034-02



NOTES:
1. BOULDERS SHALL BE BURIED TO A DEPTH OF APPROX. ⅓ INTO EXISTING GROUND.
2. BOULDERS TO BE CLEAN OF SOIL AND DEBRIS.
3. SEE PLANS FOR BOULDER SIZE, TYPE AND LOCATIONS.
4. FINAL LOCATIONS AND PLACEMENT TBD IN-FIELD BY LANDSCAPE ARCHITECT.

H BOULDER DETAIL
1/2" = 1'-0"

R-24034-03

WHITNEY WALK
ROCKLIN, CA

PRELIMINARY LANDSCAPE DETAILS

SHEET PL2

FUHRMAN LEAMY LAND GROUP
DESIGN • SERVICE • SOLUTIONS
2140 Professional Dr., Ste 115, Roseville, CA 95661 916.78.5263
www.flandgroup.com

DATE: 03.17.2025
PROJECT: P&A: 24034

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING ORDINANCE NO. 1036 (SUNSET HILLS TOWNHOMES GENERAL DEVELOPMENT PLAN) AND ORDINANCE NO. 1052 (SOUTH WHITNEY MIXED USE GENERAL DEVELOPMENT PLAN), AND ADOPTING THE WHITNEY WALK GENERAL DEVELOPMENT PLAN

(Whitney Walk Residential / PDG2024-0002)

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

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

A. The City Council of the City of Rocklin approved the Sunset Hills Townhomes General Development Plan (GDP) on June 9, 2015 (Ordinance No. 1036) and the South Whitney Mixed Use General Development Plan (GDP) on June 28, 2016 (Ordinance No. 1052).

B. Since the approval of the above-mentioned GDPs in 2015 and 2016, the property ownership has changed and the current property owner has submitted planning entitlements for the development of the Whitney Walk Residential project, to allow for the development of three parcels with 170 single-family units on 12.85± acres. A portion of one of the subject parcels is located within the South Whitney Mixed Use GDP area. The rest of the project is located in the Sunset Hills Townhomes GDP area.

C. To allow for the proposed Whitney Walk Residential project to proceed, the applicant is requesting that the City Council repeal the ordinance that established the current Sunset Hills Townhomes GDP (Ordinance No. 1036), repeal the ordinance that established the South Whitney Mixed Use GDP (Ordinance No. 1052), and adopt the Whitney Walk General Development Plan (PDG2024-0002), which would include Assessor's Parcel Numbers (APNs) 016-210-011-000 and 016-240-044-000, and a portion of APN 016-240-039-000 (approximately 1.6 acres) (Exhibit A).

D. The adoption of the proposed general development plan would not create serious health problems or create nuisances on properties in the vicinity. The proposal would allow for the combined and uniform development of these properties.

E. The proposed general development plan would not impact housing density on the affected parcels as the required density would remain the same.

F. The proposed general development plan is compatible with the land uses existing and permitted on the properties in the vicinity, as the properties are surrounded by single-family, multi-family, open space, and retail commercial development.

Section 2. The City Council enacts this Ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 3. The Sunset Hills General Development Plan (Ordinance No, 1036) and the South Whitney Mixed Use General Development Plan (Ordinance No. 1052) are hereby repealed, and the Whitney Walk General Development Plan (PDG2024-0002) is adopted in a form substantively similar to Exhibit B, attached hereto and incorporated by reference herein.

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

Section 5. The Whitney Walk Residential Project Initial Study/Addendum, prepared pursuant to Section 15164 of the California Environmental Quality Act ("CEQA") Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, verified that the project will have no impacts beyond those identified in the Sunset Hills Townhomes and South Whitney Mixed-Use Initial Studies/Mitigated Negative Declarations and therefore has been approved via City Council Resolution No.-2025-__.

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

Section 7. 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 August 12, 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: 08.12.2025
Second Reading:
Effective Date:

EXHIBIT A

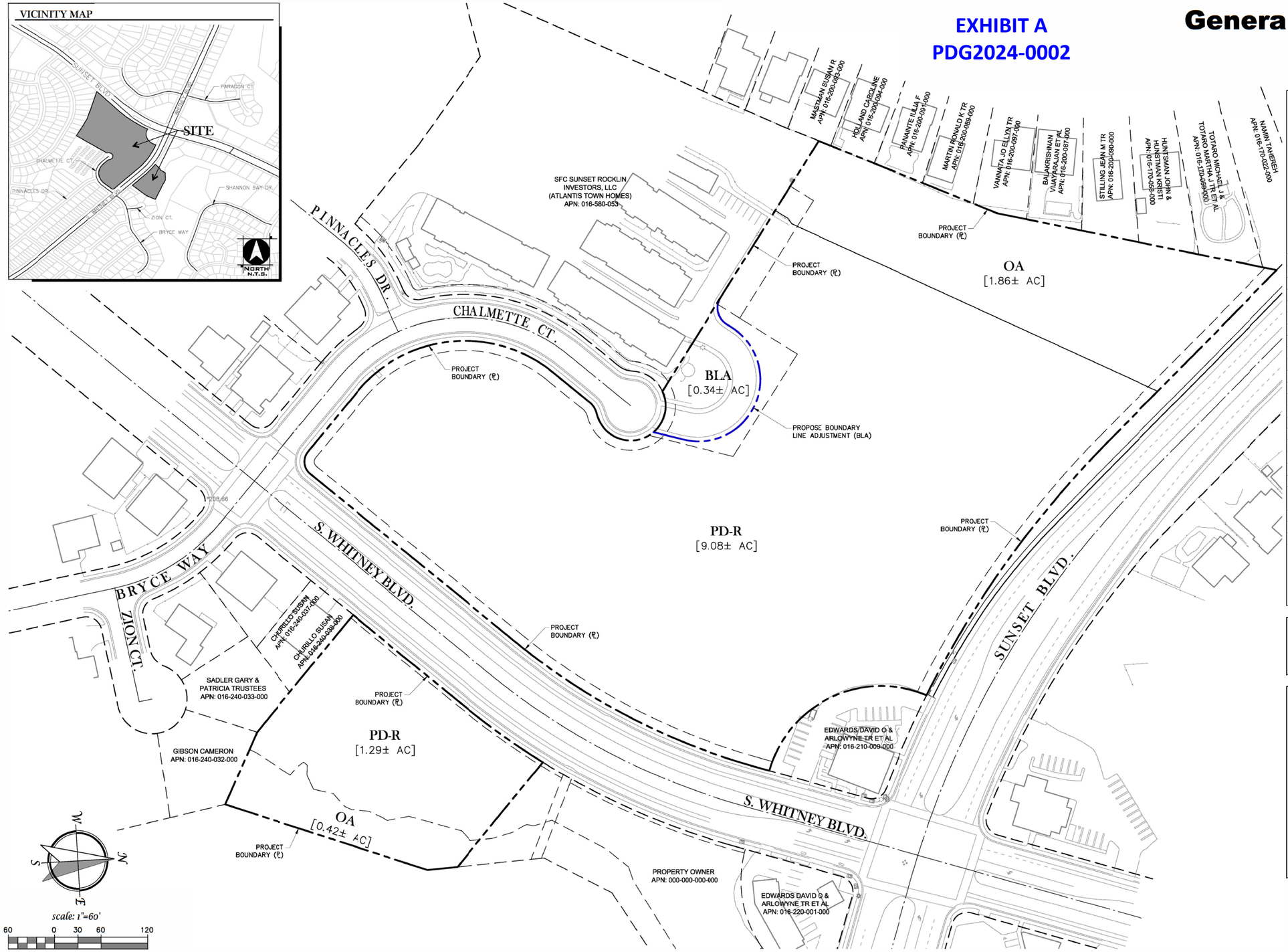
Whitney Walk Residential (PDG2024-0002)
General Development Plan Map

EXHIBIT B

Whitney Walk Residential (PDG2024-0002)
General Development Plan Text

General Development Plan Exhibit

EXHIBIT A
PDG2024-0002



PROPOSED ZONING: PD-R

PERMITTED USES

A. APARTMENTS, TOWNHOUSES, CONDOMINIUMS (FOR RESIDENTIAL USE, INCLUDING CLUSTER DEVELOPMENTS)
B. ACCESSORY STRUCTURES AND USES (SUBJECT TO REGULATIONS IN ZONING ORDINANCE CHAPTER 17.08.090 AND 17.08.100)
C. DUPLEXES, TRIPLEXES, (DUETS) SUBJECT TO REGULATIONS IN CHAPTER 17.38.
D. SINGLE-FAMILY DETACHED RESIDENCE.

CONDITIONAL USES

A. REST HOMES
B. COMMUNITY CARE FACILITIES, DAY CARE CENTER, OR RESIDENTIAL FACILITIES

RESIDENTIAL DEVELOPMENT STANDARDS

SINGLE-FAMILY DETACHED RESIDENTIAL	
MINIMUM LOT AREA	1,885 SQUARE FEET
MINIMUM LOT WIDTH	29 FEET
PRINCIPAL STRUCTURE BUILDING SETBACKS	
FRONT	10 FEET
SIDE	0.0/3.5 FEET
REAR	3 FEET
MAXIMUM LOT COVERAGE	70%
MAXIMUM BUILDING HEIGHT	
PRINCIPAL	35 FEET
WITH USE PERMIT	50 FEET
ACCESSORY	20 FEET

DUPLEXES (DUETS)	
MINIMUM LOT AREA	1,027 SQUARE FEET
MINIMUM LOT WIDTH	18.5 FEET
PRINCIPAL STRUCTURE BUILDING SETBACKS	
FRONT	8 FEET
SIDE	0.0/3.5 FEET
REAR	3 FEET
MAXIMUM LOT COVERAGE	75%
MAXIMUM BUILDING HEIGHT	
PRINCIPAL	40 FEET
WITH USE PERMIT	50 FEET
ACCESSORY	20 FEET

OFF-STREET PARKING

OFF-STREET PARKING SHALL BE PROVIDED SUBJECT TO THE WHITNEY WALK GENERAL DEVELOPMENT PLAN AND THE REGULATIONS IN CITY CODE CHAPTER 17.66, AS APPLICABLE.

PROPOSED ZONING: OA (OPEN AREA)

PERMITTED USES

AS DEFINED BY THE CITY OF ROCKLIN ZONING CODE

LAND USE SUMMARY:

TOTAL SITE AREA:	12.99± AC
EXISTING GENERAL PLAN:	HDR
EXISTING ZONING:	PD-R/OA [PLANNED DEVELOPMENT MIN. 15.5 UNITS PER ACRE AND OA (OPEN AREA)]
PROPOSED GENERAL PLAN:	HDR
PROPOSED ZONING:	PD-R/OA [PLANNED DEVELOPMENT MIN. 15.5 UNITS PER ACRE AND OA (OPEN AREA)]
PROPOSED OA:	2.28± AC
PROPOSED PD-R:	10.37± AC
PROPOSED BLA:	0.34± AC[BOUNDARY LINE ADJUSTMENT]
PROPOSED # OF UNITS:	170 UNITS
PROPOSED DENSITY:	16.4± UNITS PER ACRE

WHITNEY WALK - ROCKLIN

EXH-A

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By: **Whitney Sunset 14, LLC**
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

MAY 7, 2025
THIRD SUBMITTAL

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

P:\Projects\328-004\02 DWG\B-- Planning\PDG\GDP Exhibits\WW_GDP Exhibit.dwg, Dmiley, 17:06:20, 05-06-25

EXHIBIT B

Ordinance No. ____
Whitney Walk General Development Plan
PDG-2024-0002

PURPOSE

The Whitney Walk project area, generally located at the south of Sunset Boulevard, and east and west of South Whitney Boulevard, is a single-family residential development adjacent to existing multi-family residential development, and near existing single-family and commercial development.

This General Development Plan is established per the provisions of Rocklin Municipal Code Chapter 17.60 PD Zone. Compatibility of this development with the surrounding residential and commercial projects is addressed by establishing design standards deemed to be compatible or potentially compatible with surrounding development.

1. MAP



Map indicating the area included in the Whitney Walk General Development Plan, PDG2024-002.

2. INTERPRETATION

All provisions and definitions of the Rocklin Municipal Code (RMC) shall apply to this project unless otherwise specified in this General Development

Plan. Whenever there is a conflict between Title 17 of the RMC and this General Development Plan, the provisions of the General Development Plan shall prevail.

3. ZONING DISTRICTS

The following zoning districts are designated in the Whitney Walk General Development Plan area:

PD-R High-Density Residential Development, minimum of 15.5 dwelling units per acre.

Purpose: To provide areas for high-density residential development, conveniently located near commercial uses, employment centers, arterial and collector streets and other intensive uses.

4. ALLOWED USES

A. Permitted Uses – The following uses are permitted in the PD-R zone:
   i) Apartments, townhouses, condominiums (for residential use, including cluster developments)
   ii) Accessory structures and uses (subject to regulations in Zoning Ordinance Chapter 17.08.090 and 17.08.100)
   iii) Duplexes, triplexes, subject to regulations in Chapter 17.38.
   iv) Single-family attached residence.
   v) Single-family detached residence.

B. Conditional Uses – The following uses are permitted in the PD-R zone subject to the issuance of a conditional use permit:
   i) Rest homes
   ii) Community care facilities, day care center, or residential facilities

5. RESIDENTIAL DEVELOPMENT STANDARDS

DETACHED SINGLE-FAMILY RESIDENTIAL

Minimum Lot Area	1,885 square feet
Minimum Lot Width	29 feet
Principal Structure Building Setbacks	
Front Side Rear	10 feet 0 feet / 3.5 feet 3 feet
Maximum Lot Coverage	70%
Maximum Building Height	
Principal	35 feet
With Use Permit	50 feet
Accessory	20 feet

ATTACHED SINGLE-FAMILY RESIDENTIAL

Minimum Lot Area	1,027 sf
Minimum Lot Width	18.5 feet
Principal Structure Building Setbacks	
Front Side Rear	8 feet 0 feet /3.5 feet 3 feet
Maximum Lot Coverage	75%
Maximum Building Height	
Principal	40 feet
With Use Permit	50 feet
Accessory	20 feet

6. PARKING STANDARDS

Single-family dwellings (attached and detached) on individual lots shall provide a minimum of two (2) paved parking spaces per dwelling unit, which shall be located within the buildable portion of the lot, excluding all required front, side and rear yard setbacks.

The required two (2) parking spaces per unit shall be provided as follows:

A two-car garage of at least four hundred (400) square feet in area shall be provided.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Build Up Rocklin Program - Agreement with Growth Factory and Budget Amendment

Date: August 12, 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 Approving a Professional Services Agreement for the Continuation of the Build Up Rocklin Program, Establishing a Grant Program in Support of Participating Businesses, and Approving a Budget Amendment.

Background:

The Build Up Rocklin program was established with a total of $300,000 in funding from the American Rescue Plan Act (ARPA) to support local business recovery and long-term resilience in the wake of the COVID-19 pandemic. This funding was divided between two phases of the program, both administered through a partnership with the Growth Factory.

The first phase was approved by the City Council on June 28, 2022, launching a pilot business support cohort designed to help Rocklin-based businesses overcome growth challenges and improve operational stability. Following the positive feedback and strong results from participating businesses, a second cohort was assembled in 2024 using the remaining funds.

Across both program phases a total of 20 Rocklin businesses were selected to participate. Each received targeted training through the cohort model and was awarded a $5,000 grant to support the implementation of their growth strategies.

Following the success of the previous rounds and continued positive feedback from participating companies, staff recommends extending this initiative to further support the City's economic development goals and business community through a new Build Up Rocklin Program.

The Program, developed by staff and the Growth Factory, is an economic development initiative designed to engage, empower, and accelerate established Rocklin-based companies. Specifically, it supports businesses that:

- Are located in Rocklin;
- Employ at least five (5) full-time staff; and
- Generate at least $500,000 in annual revenue.

Through this approach the City will be investing its limited economic development funds in the small businesses that are currently operating in the space that historically generates the most economic growth. It also supports the Strategic Plan's Vibrant Pillar objective by supporting efforts to retain and expand local businesses as well as the foundational pillar to enhance business retention efforts.

As identified in the Scope of Work (Exhibit A to Attachment 2), the Consultant will design and execute a structured business acceleration program to help established Rocklin-based businesses overcome growth hurdles through a mix of coordinated peer learning, targeted coaching, and access to strategic resources – including grant capital. The program will be tailored to CEOs and founders leading Rocklin-based companies who are poised to level up operations and growth execution while retaining their presence in Rocklin. The Program will leverage proven frameworks, peer accountability, and local grants to unlock real outcomes for committed founders.

The cost to implement and administer the Build Up Rocklin Program is $125,000 over a two year period. In addition, a grant program totaling up to $125,000 will be established to support growth initiatives proposed by participating businesses. Each selected business may apply for and receive up to $25,000 in grant funding, subject to City Manager review and approval. Grant awards will be tied to clearly defined growth objectives and outcomes as part of the overall program structure. Participants are not guaranteed to receive funding at the completion of the program.

Continuing the Build Up Rocklin program represents a strategic investment in Rocklin’s economic future. It builds upon proven success, supports local job creation, and reinforces the City’s role as a proactive partner in business growth.

Staff recommends approval of the agreement with Growth Factory to continue this impactful program.

Fiscal Impact:

Under this agreement, the City will pay $125,000 to Growth Factory for the administration, delivery, and oversight of the Build Up Rocklin program over a two-year period. Up to an additional $125,000 will also be provided for the grant program. Funds for both the program administration and grant allocation will be drawn from the City’s Economic Development Fund (122).

ATTACHMENTS:
1. Resolution
2. Resolution Attachment - Agreement

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE CONTINUATION OF THE BUILD UP ROCKLIN PROGRAM, ESTABLISHING A GRANT PROGRAM IN SUPPORT OF PARTICIPATING BUSINESSES, AND APPROVING A BUDGET AMENDMENT

WHEREAS, the City of Rocklin previously partnered with Growth Factory to successfully pilot two rounds of the Build Up Rocklin program, an economic development initiative designed to support the growth and resiliency of established Rocklin-based businesses; and

WHEREAS, Build Up Rocklin is a business acceleration program that provides selected companies with access to peer learning, strategic coaching, expert-led workshops, and grant funding designed to help overcome operational challenges and accelerate business growth; and

WHEREAS, continuing this program aligns with the City's Vibrant Strategic Pillar's Visionary Objective to retain and expand promising local enterprises by helping to create jobs, and strengthen the local economy and the Foundational Objective to enhance business retention efforts; and

WHEREAS, the City desires to enter into a new agreement with Growth Factory in the amount of $125,000 to administer and deliver the Build Up Rocklin program over a two-year period; and

WHEREAS, the City further desires to establish a grant program in the amount of $125,000 to support business growth initiatives proposed by participating companies, with no individual business receiving more than $25,000, and with all grant awards subject to review and approval by the City Manager or designee.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Rocklin, State of California, as follows:

Section 1. The City Council hereby approves a Professional Services Agreement with Growth Factory in the amount of $125,000 for the administration and implementation of the Build Up Rocklin program.

Section 2. The City Council hereby authorizes the establishment of a Build Up Rocklin Grant Program in the amount of $125,000 to support eligible participating businesses

Section 3. No single business shall receive more than $25,000 in grant funds, and all grant awards shall be subject to the approval of the City Manager or their designee.

Section 4. The total allocation for the Build Up Rocklin initiative shall not exceed $250,000.

Section 5. The City Manager, or the City Manager's designee, is hereby authorized to approve all financial transactions, budgets, and any related documents necessary to implement this resolution, and to take all necessary and proper actions to carry out the intent and purpose of this resolution.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

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AGREEMENT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND GROWTH FACTORY

This agreement is entered into between the City of Rocklin, through its Office of the City Manager ("City") and Growth Factory ("Consultant") (collectively, the "Parties" and individually a "Party") for the purpose of developing and delivering Build Up Rocklin ("Program"), an initiative designed to engage, empower, and accelerate local entrepreneurs and enterprises.

Section 1. RESPONSIBILITIES OF CONSULTANT

A. Pursuant to the terms and conditions of this agreement, Consultant shall develop and execute 'Build Up Rocklin,' an economic development initiative designed to engage and help scale the growth of established Rocklin-based companies with at least 5 local employees and generating at least $500,000 annually. A detailed scope of work is found in Exhibit A, hereinafter referred to as "Program Scope."

B. Consultant shall assign and utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall designate a project manager who at all times shall represent the Consultant 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 Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Consultant shall notify City in writing, of any other changes in Consultant'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 Consultant 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, Consultant shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

C. Consultant agrees and represents that it is qualified to properly provide the services set forth herein in a manner consistent with the generally accepted standards of Consultant's profession. Consultant is duly licensed, qualified and experienced to perform the services set forth in this Agreement. Consultant represents and warrants that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Consultant to practice its profession or provide any services under this Agreement. Consultant represents and warrants that Consultant 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 Consultant to practice its profession or provide such services. If Consultant is an out of state corporation, Consultant 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. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. Consultant shall devote such time and effort to the performance of

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services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Consultant's obligations under this Agreement.

Section 2. RESPONSIBILITIES OF CITY

Pursuant to the terms and conditions of this agreement, City shall:

A. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION

A. Consultant shall be paid $125,000.00 USD for the services described in this agreement.

B. In no event shall the maximum amount payable under this agreement exceed $125,000.00 USD.

C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT

A. Consultant may request payment on an as-needed basis, but no more than once per month, to for the services prescribed in Section 1. Consultant shall provide an itemized statement or invoice of services rendered and costs incurred (hereinafter referred to as "Financial Report"). City will notify Consultant within fifteen (15) business days following receipt of Financial Report of any circumstances or data identified by City that would cause withholding of approval and subsequent payment. City may request any additional documentation it determines is needed to substantiate any request for reimbursement. City shall make payment within 30 days of receipt (NET 30) of Consultant's correct and approved Financial Report.

1. Consultant has "incurred" a cost only if Consultant:
    a. Has paid an expense for authorized activities in accordance with Program Scope, or
    b. Is obligated to pay an expense for authorized activities in accordance with Program Scope, but has not yet made the payment.

At minimum, all invoices submitted by Consultant shall contain the following information:

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Consultant's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of

Docusign Envelope ID: 00069CC3-D326-41A4-9227-5EF53C2A956F

tasks performed and the corresponding rate charged for the completion of that task;

vi. Amount of invoice, itemizing all authorized reimbursable expenses; and

vii. Total billed to date under agreement.

B. Compensation under this agreement shall be reduced by applicable consultant revenues. The term "applicable consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.

C. Should City, or the county, state, or federal government, disallow any amount claimed by or paid by City to Consultant, Consultant shall reimburse City, county, state or federal government, as directed by City or the state or federal government, for such disallowed cost.

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

Section 5. TERM OF AGREEMENT

A. The initial term of this agreement shall be for up to two (2) years beginning October 1, 2025 and ending September 30, 2027, or until the agreed upon services are complete, whichever is sooner. Notwithstanding the foregoing, City shall not be obligated for payments hereunder for any future City fiscal year unless or until the City Council appropriates funds for this agreement in the City's budget for that City fiscal year or fiscal years. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last City fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the City fiscal year commences on July 1 and ends on June 30 of the following year. City shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT

A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of City, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if

Docusign Envelope ID: 00069CC3-D326-41A4-9227-5EF53C2A956F

Consultant 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 Consultant. If termination for cause is given by City to Consultant and it is later determined that Consultant 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 of this Section.

B. City may terminate this agreement without cause on thirty (30) days written notice to Consultant.

C. City may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. City's right to terminate this agreement may be exercised by the City Manager or the City Manager's Designee.

E. Should this agreement be terminated, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a format acceptable to City.

F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and City Manager or the City Manager's designee, provided that the amendment is in substantially the same format as the City's standard format amendment.

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

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D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

E. 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 Consultant 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.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of City. The waiver by City of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT

[A.] Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of City is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan nor shall Consultant be eligible for any other City benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

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Section 10. INDEMNIFICATION

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Consultant shall also, at Consultant's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Consultant's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Consultant'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.

Section 11. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor 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 Consultant, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

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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 $1,000,000 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 Consultant 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 Consultant has no employees, Consultant 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. Consultant is aware of the provisions of the Labor Code, including section 3700, which require every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

4. **Professional Liability (Errors and Omissions)**: Insurance appropriate and applicable to the Consultant's profession and the services and work being performed, with limits of not 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 Consultant's services under this Agreement.

6. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry Cyber and Privacy Liability Insurance, applicable to the services/work being performed, with limits of not less than $2 million per occurrence, $2 million aggregate; covering, but not limited to, claims involving security breach, system failure, data recovery, damage to persons and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from any of the above, and for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant.]

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7. Consultant shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.

If the Consultant 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 Consultant. 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 Consultant 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 Consultant'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 Consultant'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 Consultant's insurance and shall not contribute with it.

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

4. **Notice of Cancelation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with thirty (30) days' notice to the City, with ten (10) days notice of cancelation due to non-payment. Further, in the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to City within 24 hours.

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

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

7. **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.

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

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

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

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

9. **Verification of Coverage**. Consultant shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting 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 Consultant'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.

Further, any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Rocklin, its elected officials, officers, employees, agents, or volunteers.

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

11. **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.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect City, Consultant shall give prompt and timely notice thereof to City. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Placer County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq*.), the Fair Employment and Housing Act (Government Code sections 12900, *et seq*.), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for City, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

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D. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

A. City, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or City. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five (5) years after City makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to City during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by City, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or City audit directly related to the provisions of this agreement. Consultant agrees to repay City the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that City may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

D. During performance of the agreement and for a period of three (3) years after completing all services, Consultant shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Consultant's costs for all services performed under this Agreement and records of Consultant'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.

Section 15. LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain, at its sole cost and expense, all necessary licenses, permits, certificates, and credentials required by the laws of the

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United States, the State of California, the County of Placer, the City of Rocklin, and all other appropriate governmental agencies, including any certification and credentials required by City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by City.

Section 16. PERFORMANCE STANDARDS

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 17. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 18. NOTICES

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to City:	Assistant City Manager City Manager's Office 3970 Rocklin Road, Rocklin, CA 95677 (916) 625-5583 akeys@rocklin.ca.us
If to Consultant:	Growth Factory 4465 Granite Drive, Suite 700, Rocklin, CA 95677 Attn: Mehrshad Mansouri mehrshad@growthfactory.us

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 18.A. and shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the City as provided for in this agreement may be executed and/or exercised by the City Manager or their designee.

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Section 19. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 20. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the City's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any City decision which may affect Consultant's financial interests. If required by the City's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 21. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or City ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 22. 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.

CONSULTANT

Signed by:
Mehrshad Mansouri
9F4D9F3CD5F44A4...

By: _____

Mehrshad Mansouri, Managing Director

Section 23. 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

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with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

Section 24. OWNERSHIP OF WORK

To the extent Consultant's scope of services requires any of the following work or services, all research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the City and be delivered to the City upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. City may use Consultant's such work products for purposes that pertain solely to the Program, and will request prior permission from Consultant to use work products for any other purpose. City acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose unrelated to this agreement's purposes, is at the City's own risk and without liability to Consultant. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the City without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 25. USE OF CITY PROPERTY

Consultant shall not use City premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

Section 26. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an

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electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, City and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

By: _____ Date: _____
Aly Zimmermann, City Manager
City of Rocklin

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:
MATTHEW McOMBER
CITY ATTORNEY

By: Signed by: Crystal Hodgson C832E6B7CE22470... _____
Crystal V. Hodgson, Assistant City Attorney

CONSULTANT

By: Signed by: Mehrshad Mansouri 9F4D9F3CD5F44A4... _____ Date: 7/28/2025 | 3:51 PM PDT
Mehrshad Mansouri, Managing Director
Growth Factory
Tax I.D.#: 61-1999178

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EXHIBIT A – PROGRAM SCOPE

Program Synopsis

Consultant shall design and implement "Build Up Rocklin" a business acceleration program to help established Rocklin-based companies ("Companies" or "Participants") overcome growth hurdles through a mix of coordinated peer learning, targeted coaching, and access to strategic resources – including grant capital. The program shall be tailored to CEOs and founders leading Rocklin-based companies who have generated at least $500,000 in revenue over the trailing two (2) fiscal years, maintain at least five full time employees, and who are poised to level up operations and growth execution while retaining their presence in Rocklin. Build Up Rocklin leverages proven frameworks, peer accountability, and local grants to unlock real outcomes for committed founders.

Build Up Rocklin shall have the following Program Objectives:

- Enable Rocklin-based businesses to accelerate revenue growth, expand into new markets, and build scalable systems.
- Equip local CEOs with the strategic tools, data insights, and leadership frameworks used by rapidly scaling high-growth companies.
- Activate Rocklin's business ecosystem and reinforce City's role as a partner in their continued growth.

Program Highlights

- Cohort-Based Support System: Participants join a trusted circle of Rocklin CEOs with similar stage challenges and goals. Regular CEO forums create space for peer learning, shared problem solving, and confidential executive mentorship.
- Strategic Growth Infrastructure: Businesses work to clarify their vision via Objectives and Key Results (OKRs) and Key Performance Indicators (KPIs), strengthen their team growth strategy, resolve operational bottlenecks, and align resources to their most important objectives.
- Customized Coaching & Mentorship: Each business receives personalized support from seasoned advisors, one-to-one coaching sessions and individual office hours, and warm introductions to vetted consultants, mentors, and funding experts within Consultant's network, both within the course of Program and on an ad hoc basis when deemed appropriate.
- Grant Capital for Implementation: Eligible Participants can apply for up to $25,000 in grant funding to help activate specific growth projects. Funding is flexible and can support critical needs like new market testing, systems upgrades, customer acquisition, or team development. Grants are competitive and subject to City approval.
- Expert Access & Innovation Sessions: Sessions are enriched with curated guest speakers, founder stories, and topical workshops around issues such as capital strategy, operational scale, digital growth, leadership, and exit planning.
- Economic Development Aligned: This Program aligns with Rocklin's broader goals to:
    - Strengthen Rocklin's identity as a hub for innovative entrepreneurship
    - Retain and grow promising local enterprises and microenterprises
    - Increase job creation and tax base stability

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- Foster a supportive and collaborative business ecosystem

Expected Outcomes
The Program is designed with the intention of delivering upon five key areas:

- Increased local job creation
- Revenue growth and market expansion
- Improved business resiliency and operational scale
- Stronger Rocklin-based business community
- Deepened engagement between the City and its most promising businesses

Consultant Responsibilities:
To achieve these outcomes, Consultant shall:

- **Develop and deliver a structured framework for Program:**
  - Conduct an initial bootcamp for all Participants to establish baseline metrics, align on program goals, and introduce the venture scaling methodology.
  - Assist Participants in developing a three (3) quarter plan within two (2) weeks of bootcamp.
  - Facilitate monthly forums – eight (8) total – with structured agendas intended to foster collaborative discussion on best practices and instill peer accountability.
  - Lead quarterly strategic planning workshops – three (3) total – to set and review OKRs and KPIs.
  - Provide bi-weekly 1:1 coaching sessions with each Participant to address specific challenges and opportunities.
- **Build assessment and measurement tools**
  - Develop and administer a comprehensive assessment at program start to identify each company's specific growth goals against their stated objectives and obstacles.
  - Create customized growth scorecards for each Participant to track progress against key metrics.
  - Implement quarterly reviews to help Participants measure progress and adjust strategies where needed.
  - Produce impact report at Program midpoint and conclusion.
- **Provide access to resources and expertise**
  - Create and deliver six (6) specialized workshops on critical growth topics, including but not limited to: strategic financial planning; talent acquisition and team development; sales pipeline optimization; scaling and optimizing operational systems; market growth and new market readiness, and; capital preparedness and funding pathways.
    - Workshop topics are subject to change contingent on collective progress and needs of Participants.
    - Industry specialists and relevant founders with expertise in workshop topics to be recruited for at least three (3) workshops.
  - Establish a digital knowledgebase for Participants with native and third-party templates, frameworks, and tools specific to participants' companies and industries.
- **Assist in grant administration and implementation**
  - Design a structured grant application process with clear evaluation criteria.

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  - Provide grant proposal development support for Participants to ensure alignment with expectations.
- **Participate in community building and ecosystem development**
  - Facilitate introductions where possible and when appropriate to relevant strategic partners, potential customers, and service providers.
  - Develop a "Build Up Rocklin Playbook" documenting best practices and success stories from the Program.
- **Program management and reporting**
  - Maintain Program dashboard to track relevant Participant and Program metrics and KPIs
  - Conduct monthly meetings with City to review Program progress.
  - Prepare final impact analysis for recommendations on Program optimization.

Participation Requirements

Participants in the Program must be founders or CEOs of businesses located within Rocklin, and who have:

- Oversight of at least five (5) full-time employees (FTE);
- Verifiable proof of generated at least $500,000 in revenue for trailing two (2) fiscal years;
- Expressed clear, realistic, and actionable growth objectives; and
- Declared commitment to participate in full extent of the nine (9) month program.

Participants may opt to include no more than one (1) business partner or executive in the Program.

Program Timeline

The Program entails a one (1) year engagement between City and Consultant, whereby both Parties check in regularly to ensure success against stated goals and adjust Program where necessary. Start and end date are tentatively set for October 1 2025 and September 30 2026 respectively. *The schedule below may be adjusted if sufficient applicants are not secured prior to the anticipated kickoff date but the entire program shall be completed not later than September 30, 2027 per the contract term.*

DAY	DATE	MILESTONE
Wed	Oct 1 2025	Consultant develops an application portal for Companies to submit their interest in joining the Program
Mon	Oct 13 2025	Consultant and City jointly market Program and application portal to Companies, with intent of sourcing at least ten (10) high quality applicants
Mon	Nov 17 2025	Consultant begins screening process, including analysis of applications and conducting of applicant interviews where needed, to shortlist five (5) accepted candidates and three (3) waitlisted candidates.
Mon	Dec 1 2025	Consultant sends notices of acceptance to shortlisted and waitlisted Companies
Mon	Jan 5 2026	Consultant kicks off nine (9) month program with five (5) selected Companies

Docusign Envelope ID: 00069CC3-D326-41A4-9227-5EF53C2A956F

Mon	Sep 14 2026	Companies present findings of their involvement in Program, including accomplishments achieved during Program and proposed optimizations to their business.
Wed	Sep 23 2026	Consultant delivers post-Program summary to City for review in consideration of Program renewal

Program Cost

Total Program cost comprises:

- Services fee: $125,000.00 for delivery of Program by Consultant and its contractors
- Grant funding: City shall provide up to $125,000 in grant funding for five (5) Companies
    - Grants must be requested by Companies through an application process reviewed by Consultant and City
    - Grant amounts per company will be determined jointly by Consultant and City, contingent upon Company's achievements at each tranche milestone. City will determine final amount awarded. Grants will not exceed $25,000 per Company.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City of Rocklin 2025-2027 Strategic Plan

Date: August 12, 2025

Submitted By: Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Affirm the Outcomes of the 2025-2027 Strategic Planning Process and Provide Direction to Staff on the Proposed Two-Year Work Plan Items.

Background:

On March 18, 2025, the City Council conducted a Strategic Planning Workshop to establish goals and priorities for the 2025/26 and 2026/27 fiscal years. Building on the 2023-2025 Strategic Plan, the session included participation from City staff and community members and focused on refining the City's strategic direction.

The City's five foundational Strategic Pillars -- Resilient, Vibrant, Livable, Sustainable, Safe -- were reaffirmed with one minor edit to the definitions to better reflect evolving community needs and priorities. The Strategic Plan and underlying workplan are long term aspirational documents. Due to this nature, some workplan objectives are developed that are ongoing or will take longer than one two-year planning period to approve. During the workshop, the City Council and staff identified key initiatives from the current (2023-2025) Work Plan that remain ongoing or incomplete. Given the City Council's reaffirmation of the same Strategic Pillars, these ongoing and/or incomplete 2023-2025 items are recommended for continued inclusion in the upcoming 2025 – 2027 Strategic Plan (Attachment 1). In addition, new Work Plan items were introduced, reflecting both emerging priorities and strategic opportunities.

The 2025 - 2027 Work Plan also introduces a tiered structure to better categorize City initiatives. Work Plan items are grouped into one of the following categories:

- **Foundational** – Core services and ongoing operations.
- **Strategic** – Focused improvements, policy updates, or mid-term initiatives.
- **Visionary** – Long-term, ambitious, or transformational goals.

This updated 2025-2027 Work Plan will serve as a guiding tool to inform the strategic use of human and fiscal resources during the upcoming two-year budget cycle. Staff will continue to provide updates to the Work Plan as projects come forward, as well as during quarterly budget updates presented to the City Council.

Fiscal Impact:
There is no direct fiscal impact associated with the 2025-2027 Strategic Plan; however, funding to achieve specific workplan projects has been included in the City's Operating Budget over the next two fiscal years.

ATTACHMENTS:
1. Rocklin 2025-2027 Strategic Goals Workplan

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City of Rocklin

Strategic Planning Workplan

2025 - 2027 Strategic Goals



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Strategic Pillar

RESILIENT

Rocklin is resilient and seeks ways to assist the community, businesses, and citizens to be adaptable in the face of a changing world. The community is connected through a network of roadways, trails, and sidewalks that allow people and goods to move safely and efficiently throughout the City. Rocklin's infrastructure is designed, built, and maintained to withstand and quickly recover from disasters and disruptions.

Foundational Pillar Objectives:

- Work towards constructing and staffing a 4th Rocklin Fire Station south/east of Interstate 80 to maintain optimal response times across Rocklin
- Update the City's drainage infrastructure master plan and prioritize critical improvements
- Enhance customer service by expanding the Online Permit Guide to cover commercial building plan and other types of submissions
- Update City standard design specifications to streamline project planning and construction
- Update the General Plan Circulation Element, associated EIR, and update the Traffic Impact Fee

Strategic Pillar Objectives:

- Establish a 3-year Pavement Management Program
- Implement programs to reduce fire loss and increase community preparedness

Visionary Pillar Objectives:

- Conduct a comprehensive Public Works Organization Assessment to enhance long-term efficiency, innovation, and service delivery



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Strategic Pillar

VIBRANT

Rocklin stimulates a vibrant and diverse community through technology and efficient planning that is flexible and responsive. Rocklin's business friendly environment promotes economic vitality, welcoming new and supporting existing businesses through excellent customer service.

Foundational Pillar Objectives:

- Create and promote events and activities that will attract outside visitors and overnight stays
- Enhance business retention efforts through establishing a more robust business outreach and education program

Strategic Pillar Objectives:

- Invest in technology that supports economic development efforts
- Support the Arts Commission to work towards achieving objectives outlined in the Arts Commission's Visioning Document
- Implement a Strategic Plan for Information Technology Services

Visionary Pillar Objectives:

- Continue implementation of the adopted Economic Development Strategy and support efforts to recruit, retain, and expand local businesses
- Nurture efforts to establish the Quarry District as a regional destination and catalyst for the development of Downtown Rocklin



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Strategic Pillar

LIVABLE

Rocklin responsive to the unique and emerging needs of the community and offers a quality of life that supports health, happiness, and prosperity to all. This results in a community where residents have access to diverse parks, unique amenities, inviting gathering spaces, quality events, and exceptional educational opportunities.

Foundational Pillar Objectives:

- Modernize and update the City's Zoning Code to support sustainable growth and meet the needs of an evolving community
- Continue to develop recreation programing ensuring programs are offered to all ages and abilities within the community
- Identify critical gaps in City Trails within the public Right Of Way
- Continue to support development of the Oak & Pine affordable housing project
- Make City Parks facilities more appealing and responsive to community needs
- Update and implement ADA Transition Plan

Strategic Pillar Objectives:

- Use master planning processes to guide future development of parks that provide the community with amenities that currently are not offered within Rocklin's park system
- Support balanced land-use including a mix of housing options and local employment opportunities to sustain economic vitality and meet the needs of an evolving workforce

Visionary Pillar Objectives:

- Continue to work with regional partners to address homelessness in the City
- Support efforts to increase the availability of affordable housing



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Strategic Pillar

SUSTAINABLE

Rocklin seeks opportunities to diversify its funding sources to ensure a strong fiscal foundation. Intentional long-term financial planning ensures community success and supports the city's quality of life.

Foundational Pillar Objectives:

- Implement a new Records Management enterprise system that is user friendly for both City staff and the public
- Complete and annually update infrastructure and facility reserve studies, including Parks, and establish dedicated replacement funding mechanisms to ensure long-term sustainability

Strategic Pillar Objectives:

- Evaluate opportunities to create new sources of revenue to support critical City services
- Implement comprehensive workforce development and succession planning programs
- Partner with regional agencies to improve City amenities
- Advocate for the City on a state and national level to reduce unfunded mandates and retain local control
- Finance or refinance Community Facilities Districts No. 10 Special Tax Bonds
- Complete a comprehensive fee study update for all fees for service City-wide
- Implement initiative that support employee growth and well-being

Visionary Pillar Objectives:

- Achieve 100% fully funded status on all City Council adopted reserve targets



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Strategic Pillar

SAFE

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

Foundational Pillar Objectives:

- Maintain, improve, and expand City partnerships that aid in crime prevention and creating a safe community
- Continue public education efforts regarding prevention of crimes of opportunity
- Improve Fire Safety In the Community Through Code Adoption
- Improve Firefighter Safety By Providing Pre-Plans of Critical Facilities

Strategic Pillar Objectives:

- Improve interoperability between public safety answering points (PSAP's)
- Enhance and expand capabilities of the Real Time Crime Center

Visionary Pillar Objectives:

- Enhance regional Fire EMS capabilities through collective partnerships in South Placer to improve service delivery and emergency response
- Invest in innovative technology, professional enforcement, and collaborative partnerships that enhance public safety, expand outreach, and ensure the long-term sustainability of essential safety services



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City Manager Employment Agreement

Date: August 12, 2025

Submitted By: Jill Gayaldo, Mayor

Department: City Council

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving a City Manager Employment Agreement with Alexandra Zimmermann and Authorizing the Mayor to Execute the Agreement.

Background:

On October 13, 2020, the City Council approved a City Manager Employment Agreement with Alexandra Zimmermann (Resolution No. 2020-200). Following satisfactory performance evaluations, the agreement was amended on September 13, 2022 (Resolution No. 2022-186) and October 10, 2023 (Resolution No. 2023-166).

A performance evaluation of the City Manager took place on November 19, 2024, after which the City Council appointed a subcommittee to negotiate a new Employment Agreement with the City Manager. The subcommittee and the City Manager have completed successful negotiations and the Employment Agreement is presented for City Council approval.

Mayor to Read Prior to Taking Final Action: Pursuant to Government Code section 54953(c)(3), the Key Terms of the employment agreement are:

- The term of the agreement is for five years and four and one-half months, commencing on August 12, 2025 and expiring December 31, 2030;
- The annual base salary is $274,005; The City Manager will be eligible for salary increases of three and one-half percent (3.5%) on January 1 of the years 2027, 2028, 2029, and 2030.
- Employee shall automatically receive any cost-of-living adjustments (COLA) or other adjustments that may be provided to City's management salary ranges.
- The City Manager shall receive the benefits provided to non-public safety City department heads, as set forth in the City's Rules, Regulations, Benefits and Policies for Management Employees as modified by Council from time to time, unless otherwise provided in the Employment Agreement;
- The PERS retirement benefit shall be according to the 2% at 55 formula for classic

CalPERS members. The City Manager shall pay the Employee's contribution, and contribute 2% to the Employers' contribution;

- In Calendar Year 2025 the City shall contribute an amount of $13,000 to Employee's deferred compensation plan. Commencing in Year 2026, the City shall contribute an annual amount of $20,000 to Employee's deferred compensation plan.
- The City Manager shall receive a City-paid basic life insurance plan in the amount of $200,000 and a policy for AD&D for up to $200,000;
- The City Manager will receive an automobile and cell phone allowance in the amount of $6,000 annually;
- If the City terminates the Employment Agreement early, without cause, the Agreement provides for a severance payment equivalent to six months base salary.

Fiscal Impact:
The additional fiscal impact of the agreement $21,000 over the two adopted budget fiscal years (Fiscal Years 2025/26 and 2026/27). The cost will be absorbed within the City Manager's Department Operating Budget.

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

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A CITY MANAGER EMPLOYMENT AGREEMENT WITH ALEXANDRA ZIMMERMANN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City Council of the City of Rocklin originally appointed Alexandra Zimmermann as City Manager effective November 16, 2020 pursuant to a City Manager Employment Agreement, as has been amended from time to time; and

WHEREAS, Ms. Zimmermann has continuously and successfully served as the City Manager from the date of her original appointment and the City Council wishes to continue to continue her employment as City Manager pursuant to a new City Manager Employment Agreement.

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

Section 1. The City Council of the City of Rocklin approves of the City Manager Employment Agreement with Alexandra Zimmermann in the form attached hereto as Exhibit A.

Section 2. The Mayor is authorized to execute the City Manager Employment Agreement.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CITY OF ROCKLIN
CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of August 12, 2025, between the City of Rocklin, a municipal corporation, ("City") and Alexandra Zimmermann ("Employee" or "City Manager").

1. **Appointment.** City hereby appoints and engages Employee as City Manager for the City of Rocklin, and Employee hereby accepts such employment. Employee shall serve at the pleasure of and shall work for, the City Council. The City Manager shall also serve as the Executive Director of the Successor Agency to the Redevelopment Agency of the City of Rocklin and the City of Rocklin Public Finance Authority. The parties understand that Employee shall devote a portion of her professional efforts provided for herein in the capacity of Executive Director for Agency, and other agencies in the City. In accordance with current procedures, Employee shall account for her time and expenses on behalf of said agencies pursuant to the customary practice now utilized by City's employees so that City may be reimbursed by said agencies for the provision of Employee's services.

2. **Term.** The Term of this Agreement shall start August 12, 2025 and shall expire on December 31, 2030.

3. **Duties.** Employee shall perform the functions and duties of the City Manager as currently in effect or as may hereafter be established by ordinance, resolution, or action of the City Council.

4. **Hours of Work.** The City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the duties and obligations of the City Manager's position. The City Manager does not have set hours of work, as the City Manager is expected to be available at all times.

   A. It is recognized that the City Manager must devote a great deal of time to the business of the City outside of the city's customary office hours and to that end, the City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. The City Manager shall spend sufficient hours on site to perform the City Manager's duties; however, the City Manager has discretion over the City Manager's work schedule and work location.

   B. The City Manager shall not spend more than 18 hours per month in teaching, consulting, speaking or other non-City connected business for which compensation is paid without express prior consent of the City Council.

5. **City Commitments.**

A. The City shall provide the City Manager with the compensation, incentives and benefits specified in this Agreement.

B. The City shall provide the City Manager with a private office, office assistance, staff, office equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Manager's duties.

C. The City shall pay for or provide the City Manager reimbursement for all actual, reasonable business expenses, in compliance with annual budget appropriations approved by the City Council. The City shall provide the City Manager with a City credit card to charge appropriate and lawful business expenses.

D. The City agrees to pay the professional dues and subscriptions on behalf of the City Manager which are necessary for the City Manager's continuation and full participation in national, regional, state or local associations and organizations necessary and desirable for the good of the City, and for the City Manager's continued professional participation and advancement, in compliance with annual budget appropriations as approved by the City Council.

E. The City agrees to pay the reasonable travel and subsistence expenses for the City Manager limited to the annual budget appropriations as approved by the City Council to pursue official and other functions for the City, and meetings and occasions to continue the professional development of the City Manager, including, but not limited to, attendance at the annual International City Manager's Association Meeting, the League of California Cities City Manager's Department Meeting, other national, regional, state, and local conferences, and governmental groups and committees upon which the City Manager serves as a member.

F. The City also agrees to pay for reasonable travel and subsistence expenses of the City Manager limited to the annual budget appropriations as approved by the City Council for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Manager.

G. The City recognizes the desirability of representation in and before local civic and other organizations, and the City Manager is authorized to become a member of civic clubs or organizations, for which the City shall pay membership dues as limited to the annual appropriations as approved by the City Council.

H. Given the importance of technological tools to the effective and efficient business of municipal government, City shall provide computer, laptop computer, high-speed Internet access, cellular phone allowance, fax, copy machine and similar electronic devices to the City Manager at the City's expense both at the City Manager's office, and with the written consent of the City Council, at the City Manager's residence.

6. **Salary and Benefits.** City agrees to compensate Employee for her services under this Agreement as follows:

A. Salary. Effective the first full pay period in July 2025, City shall pay Employee under this Agreement an annual salary consisting of $274,005. Salary shall be paid in twenty-six equal payments on the City's regular payroll. Employee shall be eligible to receive an annual salary increase of three and one-half percent (3.5%) effective on January 1 of each of the following years: 2027, 2028, 2029, and 2030. Each such annual increase shall be subject to review and approval by the City Council in accordance with applicable law.

i. Employee shall automatically receive any cost-of-living adjustments (COLA) or other adjustments that may be provided to City's management salary ranges.

ii. The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the City Manager, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

iii. Employee is required to participate in any City furlough program in the same manner as Management Employees, consistent with the Rules, Regulations, Benefits and Policies for Management Employees adopted by Resolution of the City Council from time to time.

iv. The annual salary of the City Manager shall never be less than the maximum annual salary of any other City employee.

B. Benefits. In addition to salary, Employee shall be entitled to all benefits, rights, and privileges accorded to non-public safety City department directors except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety City department directors or other unclassified employees, this Agreement shall control. The City Manager shall be entitled to the following benefits:

i. Deferred Compensation. City shall make available to Employee a deferred compensation plan administered by a vendor providing services to City employees. For calendar year 2025, the City shall contribute a total of $13,000 to Employee's deferred compensation plan, inclusive of any contributions made by City to Employee's deferred compensation plan up to and through the Effective Date of this Agreement. Beginning January 1, 2026, the City shall contribute a yearly amount of $20,000 to Employee's deferred compensation plan, which contributions shall be made periodically consistent with City's deferred compensation payment schedule similar to Management Employees.

ii. Retirement. Employee shall be a classic member of the Public Employee Retirement System (CalPERS) at the two percent (2%) @ 55 formula. Employee shall pay Employee's contribution to CalPERS consistent with the Rules, Regulations, Benefits and Policies for Management Employees adopted by Resolution of the City Council from time to time. Employee will also pay an additional two percent (2%) toward the Employer's contribution to CalPERS for a total of 9% of the Employee's salary, consistent with the Rules, Regulations, Benefits and Policies for Management Employees adopted by Resolution of the City Council from time to time.

iii. Insurance. City shall obtain and pay for a basic term life and accidental death and dismemberment insurance for Employee in the amount of $200,000. Employee shall receive all other insurance benefits consistent with the Rules, Regulations, Benefits and Policies for Management Employees adopted by Resolution of the City Council from time to time.

iv. Sick Leave, Vacation and Management Leave.

a. Employee will accrue sick leave in the same amounts and in the same manner as regular, full-time employees of the City.

b. Employee will accrue vacation leave in the manner set forth in the Rules, Regulations, Benefits and Policies for Management Employees-Directors, adopted by Resolution of the City Council from time to time, except that Employee's cap on total vacation hour accrual will be two hundred eighty (280) hours.

c. Employee will be granted Management Leave in the amount of eighty (80) hours per Calendar Year, in the manner set forth in the Rules, Regulations, Benefits and Policies for Management Employees-Directors, adopted by Resolution of the City Council from time to time.

v. Car and Cell Phone Allowance. Employee shall be paid a car and cell phone allowance in the amount of $500 a month payable in twenty-six equal payments on the City's regular payroll. Employee shall supply her own cellular telephone.

vi. City Holidays. Employee shall receive the same City Holidays as Management Employees.

7. **Termination of Employment.**

A. Resignation.

i. Employee may terminate this Agreement with or without cause by giving the City sixty (60) days' written notice in advance, unless parties agree otherwise in writing. During the notice period, all of the rights and obligations of the parties under this Agreement shall remain in full force and effect.

ii. Employee has relied upon the provisions of the Rocklin Municipal Code upon entering into this Agreement, as it pertains to the City Manager's role, powers, duties, authority, responsibilities, compensation and benefits. In the event the City Council adds, deletes, or amends the Municipal Code without the consent of the Employee, and such addition, deletion or amendment is inconsistent with the terms of this Agreement and the City Manager's role, powers, duties, authority, responsibilities, compensation and benefits as currently provided, then Employee shall have the right to give the Council notice that such amendment(s) constitute a request by the City Council for the Employee's involuntary resignation. Upon receipt of such notice the City Council shall have 30 days in which to do one of the following: (a) rescind the amendment; (b) renegotiate this agreement to the Employee's satisfaction; (c) confirm that the Employee is being asked to involuntarily resign, or (d) take no action. In the event that either (c) or (d) occurs, or the City is unable to accomplish (b) then the Employee shall be entitled to resign and receive the severance benefits provided in Section 8, below.

B. Termination by City.

i. The City Council may remove the Employee with or without cause, by a majority vote of its members. Notice of termination shall be provided in writing. Termination as used in this Agreement shall also include: 1) a request, whether formal or informal, by a majority of the City Council, that the Employee resign; 2) a reduction in salary or other financial benefits of the Employee in a significant amount which is inconsistent with a Citywide reduction in salary or financial benefits for all City department heads; 3) a material reduction in the powers and authority of the City Manager; or 4) the elimination of the City Manager's position.

ii. Prior to providing the Employee a written notice to terminate, the City agrees the City Council or their designee will meet and confer with the Employee to discuss the proposed action to terminate.

iii. The City Manager shall not be removed during the ninety (90) day period preceding or following any City election for membership on the City Council, or during the ninety (90) day period following any change in membership of the City Council, except upon unanimous vote of the City Council.

C. Termination Without Cause. In the event the City Council formally and by a majority of the City Council terminates Employee's employment without cause, then Employee shall be entitled to a severance payment as provided in Section 8, below.

D. Termination For Cause. As used in this Agreement, "For Cause" shall mean one or more of the following: severe and extended incapacity due to injury or illness (physical or mental), continued abuse of drugs or alcohol that materially affects the performance of the City Manager's duties, repeated and protracted unexcused absences from the City Manager's office and duties, willful misconduct, dishonesty, conviction of any felony, or any type of misdemeanor involving moral turpitude, or a violation of a federal, state or local law, policy, or regulation, which negatively impacts the employee's ability to perform his/her job or brings discredit to the City. In the event the City terminates the Employee For Cause, then the City may terminate this agreement immediately, and the Employee shall be entitled to only the compensation and benefits accrued up to the date of termination, and such other termination benefits and payments as may be required by law. Employee will not be paid for any unused management leave. If terminated For Cause, the Employee shall not be entitled to any severance pay or severance benefits as set forth in Section 8.

E. Given the at-will nature of the position of City Manager, an important element of the employment agreement pertains to termination. It is in both the City's interest and that of the Employee that any separation of the City Manager is conducted in a businesslike manner.

F. Notwithstanding any provision in this Agreement, this Agreement is subject to the provisions of Government Code sections 53243 through 53244 regarding abuse of discretion which are attached hereto as Exhibit 1. By executing this Agreement, Employee acknowledges that these Government Code provisions apply to and control this Agreement.

8. **Severance Pay.**

A. In the event the Employee is terminated by the City Council without cause and during such time that the Employee is willing and able to perform the City Manager's duties under this Agreement, the City shall pay Employee a cash payment equivalent to six (6) months of the then current base annual salary as provided in Section 6.A of this Agreement; provided however, if the number of months left on the unexpired term of the Agreement is less than six (6) months, then the severance payment shall be an amount equal to the monthly base salary of the Employee multiplied by the number of months left on the unexpired term of the Agreement. Eligibility for this severance benefit is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against the City, its Councilmembers, officers, and employees, and (ii) a covenant not to sue any of those parties, in a form acceptable to the City Attorney. The severance payment may be made on a prorated monthly basis or paid in a lump sum at the City's discretion. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section.

B. In addition to the severance pay provided in section 8.A, in the event Employee's employment is terminated by the City Council without cause and during such time that the Employee is willing and able to perform the City Manager's duties under this Agreement, the City shall extend to the Employee the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The City agrees to pay the Employee's COBRA coverage for the same number of months for which she is entitled to a lump sum cash payment under Section 8.A, above, or until Employee either secures full-time employment or obtains other health insurance, whichever of these three events first occurs. Employee shall notify the City within five days of securing new full-time employment or insurance. Eligibility for this severance benefit is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against the City, its Councilmembers, officers, and

employees, and (ii) a covenant not to sue any of those parties, in a form acceptable to the City Attorney.

C. In the event that either: (1) the City refuses to comply with any provision in this Agreement benefitting the Employee following the Employee's written notice of noncompliance to City and the expiration of a 30 day opportunity for the City to cure such non-compliance, or (2) the Employee resigns following a suggestion, whether formal or informal, by a majority of the City Council that the Employee resign, then the Employee may, at her option, be deemed to be "terminated" and the severance pay provision in this Section 8 shall be actuated. Severance Pay is not available if the employment is terminated For Cause.

D. All payments required under this Section 8 are subject to and shall be interpreted to comply with the limitations set forth in Government Code section 53260.

9. **Payment for Unused Leave Balance.**

A. Upon separation from City employment, the City Manager shall be paid for unused accrued leave in accordance with the City's Rules, Regulations, Benefits and Polices for Management Employees as adopted by the City Council by resolution from time to time. Payment will be made in accordance with the City's payroll schedule. Accumulated leave balances shall be paid at the City Manager's then existing monthly salary rate at the effective date of separation in conformance with the City's Rules, Regulations, Benefits and Polices for Management Employees as adopted by the City Council by resolution from time to time, and/or the City Manager may apply the leave time to service credit for retirement purposes if permitted by CalPERS.

B. In the event the City Manager dies while employed by the City under this Agreement, the City Manager's beneficiaries or those entitled to the City Manager's estate, shall be entitled to the City Manager's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of accrued leave balances as provided herein.

10. **Indemnification.**

A. To the full extent federal, state or local laws, including as provided by the California Torts Claims Act (Government Code section 810, et. seq.), the City and the Successor Agency to the Redevelopment Agency of the City of Rocklin, jointly and severally, shall defend and indemnify the City Manager against and for all losses sustained by the City Manager in direct consequences of the discharge of the City Manager's duties on the City's

behalf for the period of the City Manager's employment.

B. To the extent required by state or local laws, the City shall defend, indemnify and hold harmless the City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, in direct consequences of the discharge of the City Manager's duties on the City's behalf for the period of the City Manager's employment. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon in its sole discretion.

C. Whenever the City Manager shall be sued for damages arising out of the performance of the City Manager's duties, and to the extent required by state or local laws, the City shall indemnify the City Manager from any judgment, award, or settlement rendered against the City Manager; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Manager's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Manager may have under the law.

D. In the event that Employee shall serve as the City Manager of other City related legal entities as provided in this Agreement, then each provision of this section shall be equally applicable to each City related legal entity as those set forth in an indemnity agreement between Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City related legal entity, and shall indemnify and hold the City Manager harmless against any failure or refusal by City related legal entity to perform its obligations consistent with the provisions of this Agreement.

11. **Severability.** If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the parties hereto.

12. **Laws Affecting Title.** In addition to those laws affecting the City Manager, the City Manager shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and/or City Administrator as those terms are used in local, state or federal laws.

13. **Other Terms and Conditions.**

A. The City Council, in consultation with Employee, shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the work of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, City ordinances, or any other law.

B. Employee and City shall endeavor to meet and complete a performance evaluation annually. Not less than six months prior to the end of the Term of this Agreement, Council shall evaluate the performance of Employee.

C. The text herein shall constitute the entire Agreement between the parties and shall supersede any and all prior agreements between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the City Council. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

E. If any provision or portion thereof contained in this Agreement is held invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

F. Notices. Notices pursuant to this Agreement shall be given by first class mail addressed as follows:

EMPLOYER:
Mayor, City of Rocklin
3970 Rocklin Road
Rocklin, California 95677

Copy to:
City Attorney, City of Rocklin
3970 Rocklin Road
Rocklin, California 95677

EMPLOYEE:
Alexandra Zimmermann
(At Employee's then current address on file with City.)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be

deemed given as of the date of personal service or as of the date of deposit of such written notice in the U.S. Postal Service.

Employee

By: _____
Alexandra Zimmermann

City of Rocklin

By: _____
Jill Gayaldo, Mayor

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

EXHIBIT 1

ARTICLE 2.6. Abuse of Office [Government Code §§ 53243 - 53244]

Government Code § 53243.
On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

Government Code § 53243.1.
On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

Government Code § 53243.2.
On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

Government Code § 53243.3.
On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

Government Code § 53243.4.
For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

Government Code § 53244.

(a) A local public officer, as defined in subdivision (b), who is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties shall forfeit any contract right or other common law, constitutional, or statutory claim against a local public agency employer to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation, other than the accrued rights and benefits to which he or she may be entitled under any public retirement system in which he or she is a member. The forfeiture provided by this section shall be in addition to, and independent of, any forfeiture of public retirement system rights and benefits pursuant to Section 7522.70, 7522.72, or 7522.74.

(b) For the purposes of this section, "local public officer" means a person, either elected or appointed, who exercised discretionary, executive authority in his or her employment.

(c) This section shall apply to any claim filed prior to the effective date of the act enacting this section, and still pending on that date, and any claim commenced after that date.

(d) Upon conviction, a local public officer as described in subdivision (a), and the prosecuting agency shall each notify the public employer who employed the local public officer at the time of the commission of the felony within 60 days of the felony conviction. The operation of this section is not dependent upon the performance of the notification required by this subdivision.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City Attorney Employment Agreement - Second Amendment

Date: August 12, 2025

Submitted By: Jill Gayaldo, Mayor

Department: City Council

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Second Amendment to the Employment Agreement with the City Attorney and Authorizing the Mayor to Execute the Amendment.

Background:
On January 9, 2024, the City Council approved a City Attorney Employment Agreement with Matthew McOmber (Employee), effective February 5, 2024. The City and Employee subsequently amended the Agreement on October 22, 2024, to obtain technological tools (e.g., laptop computer) and make other clarifying revisions.

Following a performance evaluation of the City Attorney in April and May of this year (2025), the City Council provided direction to move forward with a four (4) percent increase to the City Attorney salary and make other changes to the City Attorney's Employment Agreement.

Mayor to Read Prior to Taking Final Action: Pursuant to Government Code section 54953(c)(3), the Key Terms of the Second Amendment to the Agreement are as follows:

- Extension of the Agreement's term by one year through February 5, 2028;
- The annual base salary January 11, 2025 through July 12, 2025, will be $239,850, which reflects a four percent (4%) retroactive increase from the base salary of $230,625;
- Employee will continue to receive cost of living adjustments as provided to Management employees, including the two percent (2%) COLA effective as of July 12, 2025;
- The City will pay the Employee's family medical insurance premiums for the Kaiser plan and provide Employee cafeteria flex credit of $375 per month; and
- The Second Amendment will be effective as of January 1, 2025, with corresponding retroactive pay for salary for the first full pay period in January 2025 (starting January 11, 2025) and medical insurance premium reimbursement for Employee's contributions covering January 1, 2025 through the date of City Council approval of the second contract amendment.

All other terms and conditions in the Employment Agreement and the first amendment to that

Agreement would remain in effect as previously approved by the City Council. Further, the Mayor will be authorized to sign the accompanying Resolution and Second Amendment to the Agreement and the Management Salary Schedule would be updated to reflect the City Attorney's base annual salary of $244,647, which includes the above-referenced 2% COLA effective as of July 12, 2025. The second amendment has been reviewed and approved as to form and legal sufficiency by outside counsel.

Fiscal Impact:
The total estimated fiscal impact of the second amendment to this agreement is $46,317 over two adopted budget fiscal years (Fiscal Years 2025/26 and 2026/27). The cost will be absorbed within the City Attorney's Office Operating Budget.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Second Amendment
3. Resolution Exhibit B - Management Salary Schedule
4. City Attorney Employment Agreement with First Amendment

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, on January 9, 2024, the City Council approved a City Attorney Employment Agreement with Matthew McOmber, effective February 4, 2024, which was amended pursuant to Resolution No. 2024-237 on October 22, 2024;

WHEREAS, in consideration of a favorable evaluation of the City Attorney's performance, the City Council wishes to amend the City Attorney's Employment Agreement.

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

Section 1. Effective January 1, 2025, the City Council of the City of Rocklin hereby approves the Second Amendment to the City of Rocklin City Attorney Employment Agreement with Matthew McOmber in the form attached hereto as Exhibit A.

Section 2. The City Council of the City of Rocklin authorizes the Mayor to execute the Second Amendment to the City Attorney Employment Agreement.

Section 3. Effective July 12, 2025, the updated Management Salary Schedule attached hereto as Exhibit B is adopted to reflect the adjustment to the City Attorney's salary.

PASSED AND ADOPTED this 12th day of August 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Docusign Envelope ID: 8ECAEA0D-C2F4-48FB-91EB-E1290F213D15

SECOND AMENDMENT TO THE CITY OF ROCKLIN CITY ATTORNEY EMPLOYMENT AGREEMENT WITH MATTHEW McOMBER

This Second Amendment to the City of Rocklin City Attorney Employment Agreement is entered into between the City of Rocklin ("City"), and Matthew McOmber ("Employee" or "City Attorney").

RECITALS

WHEREAS, City and Employee previously entered into an Employment Agreement on January 9, 2024 to appoint Employee as City Attorney for the City of Rocklin (Original Agreement); and

WHEREAS, City and Employee amended the Agreement on October 22, 2024 to provide clarifying and non-substantive revisions consistent with the Parties' intent and understanding, including but not limited to provisions governing City Commitments relative to relocation reimbursement, technological tools, and electronic signatures (First Amendment); and

WHEREAS, City and Employee desire to further amend the Agreement to extend the term and provide additional changes concerning compensation and benefits (Second Amendment); and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 2 (Term) of the Agreement is amended in its entirety to read as follows:

Term. The term of this Agreement shall be for four (4) years commencing February 5, 2024. The term of this Agreement shall expire on February 4, 2028.

II. Paragraph A (Salary) of Section 6 of the Agreement is amended effective as of January 11, 2025 as follows:

A. Salary. Effective January 11, 2025, to coincide with the first full pay period of the 2025 calendar year, City shall pay Employee for services rendered under this Agreement an annual salary of $239,850 for the services as City Attorney. Salary shall be paid in twenty-six equal payments on the City's regular payroll, provided however that retroactively approved Salary approved under this Agreement shall be paid to Employee in a lump sum. As allowed under the provisions regarding COLA adjustments in Section 6(A)(1), Employee shall automatically receive the two percent (2%) COLA effective July 12, 2025. If reasonably necessary to facilitate the payroll department's processing of retroactive payments contemplated by this agreement, payment of the COLA adjustment may be paid separately from the above-referenced lump sum payment.

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All other provisions of paragraph A of Section 6 shall remain in full force and effect.

III. Subparagraph 5 (Health Benefits) of paragraph B of Section 6 of the Agreement is amended effective as of January 1, 2025 as follows:

5) Health Benefits. Employee will be granted Medical Insurance and Health Benefits. Effective January 1, 2025, the City will pay the full premium cost (Plan Rate) each month for such medical insurance and benefits to cover the Employee and his family (Employee, spouse, and dependents) for the Kaiser 3-plus Medical Plan (also referred to as "Employee plus two or more"). City shall also provide Employee with $375 per month of cafeteria plan flex credit (flex credit), which Employee may utilize for cafeteria plan options offered by and through the City, including but not limited to non-medical insurance premiums, Flexible Savings Account contributions, dental coverage, vision coverage, and other options. The City shall reimburse Employee in a lump sum payment for all medical insurance premiums contributions made by Employee prior to the date of execution of this Second Amendment for the Kaiser 3-plus Medical Plan premium for the 2025 plan year. For 2025, the full Kaiser 3-plus monthly premium is $2,893.54, of which Employee has contributed $1,318.54 per month, pre-tax, and $375 per month of flex credit, for a total monthly contribution to be reimbursed by City of $1,693.54. If Employee chooses to enroll in any City-offered non-Kaiser Plan during Open Enrollment or other period allowed by law, the City's contribution for Employee's medical insurance shall not exceed the amount of the then established Kaiser 3+ Plan Rate premium applicable to the period of coverage for the selected non-Kaiser Plan, and City shall further provide Employee with flex credit as otherwise set forth in this paragraph. Except as otherwise provided in this paragraph, Employee will be granted Health Benefits in the same amounts and in the same manner as Management and Confidential Employees.

All other provisions of paragraph B of Section 6 shall remain in full force and effect.

IV. **REAFFIRMATION**

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

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

This Second Amendment shall be deemed effective as of January 1, 2025.

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

City of Rocklin

_____
Jill Gayaldo, Mayor

Employee

_____
Matthew McOmber

ATTEST:

By: _____
Avinta Singh, City Clerk

Approved as to form and legal sufficiency:

By: Signed by: Gage C. Dungy B5T3D27B94924DC...
Gage C. Dungy
Partner, Libert Cassidy Whitmore

CITY OF ROCKLIN
MANAGEMENT SALARY SCHEDULE
(Annual Salary)
Effective July 12, 2025

Classification	Range	1	2	3	4	5	6	7	8	9	10
Associate Management Analyst	5	$ 77,839	$ 80,564	$ 83,383	$ 86,302	$ 89,322	$ 92,449	$ 95,684	$ 99,033	$ 102,499	$ 106,087
Payroll Administrator	6	79,785	82,578	85,468	88,459	91,555	94,760	98,076	101,509	105,062	108,739
Code Enforcement Program Manager Management Analyst Manager of Police Records and Communications	15	99,641	103,128	106,738	110,474	114,340	118,342	122,484	126,771	131,208	135,800
Principal Information Technology Analyst	16	100,129	103,634	107,261	111,015	114,901	118,922	123,084	127,392	131,851	136,466
Parks and Recreation Manager Public Works Manager	17	104,685	108,349	112,141	116,066	120,129	124,333	128,685	133,189	137,850	142,675
City Clerk Manager of Building Services Principal Planner Senior Engineer Senior Management Analyst	18	107,302	111,058	114,945	118,968	123,132	127,441	131,902	136,518	141,297	146,242
Principal Management Analyst Assistant to the City Manager	20	112,734	116,680	120,764	124,991	129,365	133,893	138,579	143,430	148,450	153,645
Information Technology Manager	22	118,442	122,587	126,878	131,318	135,914	140,671	145,595	150,691	155,965	161,424
Chief Building Official Planning Manager	23	121,403	125,652	130,050	134,601	139,312	144,188	149,235	154,458	159,864	165,459
Deputy Director of Administrative Services	26	130,737	135,313	140,049	144,951	150,024	155,275	160,710	166,334	172,156	178,182
City Engineer/Deputy Director of Community Development	29	140,790	145,717	150,818	156,096	161,560	167,214	173,067	179,124	185,393	191,882
Deputy Fire Chief Assistant City Attorney	31	147,917	153,094	158,453	163,999	169,739	175,679	181,828	188,192	194,779	201,596
Director of Parks and Recreation	32	151,615	156,922	162,414	168,099	173,982	180,071	186,374	192,897	199,648	206,636
Director of Public Works Director of Community Development	34	159,291	164,866	170,636	176,609	182,790	189,187	195,809	202,662	209,756	217,097
Police Captain	35	163,273	168,988	174,902	181,024	187,360	193,917	200,704	207,729	214,999	222,524

Classification	Range	1	2	3	4	5	6	7	8	9	10
Director of Administrative Services	36	167,355	173,212	179,275	185,549	192,044	198,765	205,722	212,922	220,374	228,088
Assistant City Manager	38	175,827	181,981	188,351	194,943	201,766	208,828	216,137	223,701	231,531	239,634
Fire Chief Police Chief	40	184,728	191,194	197,886	204,812	211,980	219,399	227,078	235,026	243,252	251,766

	Salary	Resolution No.	Date Adopted
City Attorney	244,647	2025-xxx	08/12/2025
City Manager	274,005	2025-129	06/24/2025

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CITY OF ROCKLIN
CITY ATTORNEY EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of January 9, 2024, between the City of Rocklin, a municipal corporation, ("City") and Matthew McOmber ("Employee" or "City Attorney").

1. Appointment. City hereby appoints and engages Employee as City Attorney for the City of Rocklin, and Employee hereby accepts such employment. Employee shall serve at the pleasure of, and shall work for, the City Council subject to the terms of this Agreement, federal, state and local laws, and the City's ordinances and resolutions. Employee shall also serve in his capacity as the City Attorney as counsel for the Successor Agency to the Redevelopment Agency of the City of Rocklin and the City of Rocklin Public Finance Authority.

2. Term. The Term of this Agreement shall be for approximately three (3) years. Employee anticipates he will commence employment on or about February 5, 2024. The term of this Agreement shall expire on February 4, 2027.

3. Duties. Employee shall perform the functions and duties of the City Attorney as currently in effect or as may hereafter be established by ordinance, resolution, or action of the City Council.

4. Hours Worked.

A. The City Attorney is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the duties and obligations of the City Attorney's position. The City Attorney does not have set hours of work, as the City Attorney is expected to be available at all times. Employee shall devote the necessary time to perform the functions and duties of the City Attorney's position and shall be expected to devote a sufficient amount of time outside of normal and customary office hours in accordance with the work required as City Attorney.

B. After a minimum of four (4) full work weeks of a traditional in-person work schedule (Monday-Friday), City will allow for a hybrid in-person/remote schedule, with one to two (1-2) days of remote work per week, subject to Council and City Manager input and needs. The hybrid schedule will end when relocation is complete or September 1, 2024, whichever is sooner. There shall be no extension granted for a hybrid work schedule beyond the date of September 1, 2024.

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5. City Commitments.

A. The City shall provide the City Attorney with the compensation, incentives and benefits, specified in this Agreement.

B. The City shall provide the City Attorney with a private office, office assistance, staff, office equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Attorney's duties.

C. The City shall pay for or provide the City Attorney reimbursement for all actual, reasonable, and necessary business expenses, and in compliance with annual budget appropriations approved by the City Council. The City shall provide the City Attorney with a City credit card to charge appropriate and lawful business expenses and in compliance with annual budget appropriations as approved by the City Council.

D. The City agrees to pay Employee's State Bar and other professional dues that are necessary for the City Attorney's job performance and in continuation and full participation in state, regional or local associations and organizations necessary and desirable for the good of the City and in compliance with annual budget appropriations as approved by the City Council.

E. The City agrees to pay the reasonable travel and subsistence expenses for the City Attorney limited to the annual budget appropriations as approved by the City Council to pursue official and other functions for the City, and meetings and occasions to continue the professional development of the City Attorney, including, but not limited to, attendance at the League of California Cities City Attorneys' and Annual conferences, other national, regional, state, and local conferences, and governmental groups and committees upon which the City Attorney serves as a member.

F. The City also agrees to pay for reasonable travel and subsistence expenses of the City Attorney limited to the annual budget appropriations as approved by the City Council for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Attorney.

G. The City recognizes the desirability of representation in and before local civic and other organizations, and the City Attorney is authorized to become a member of civic clubs, the local bar association or organizations, for which the City shall pay membership dues as limited to the annual appropriations as approved by the City Council.

H. Given the importance of technological tools to the effective and efficient business of municipal government and in compliance with annual budget appropriations, the City shall provide laptop computer, fax, and similar electronic devices to the City Attorney at the City Attorney's office, and with the written consent of the City Council, at the City Attorney's residence.

I. The City will provide relocation expenses to Employee in an amount not to exceed $10,000. Such expense reimbursement shall be available to Employee during the first six months of employment. Relocation must be within or near the City of Rocklin's boundaries and the date of the movement and/or storage of household goods may be extended with the City Council approval if a home is purchased after September 1, 2024. Relocation expenses will be reimbursed upon presentation of supporting documentation. Relocation expenses eligible for reimbursement include moving expenses, transportation, storage costs, and temporary housing. The amount reimbursed will be considered taxable income.

6. Salary and Benefits. City agrees to compensate Employee for his services under this Agreement as follows:

A. Salary. City shall pay Employee for services rendered under this Agreement an annual salary consisting of $225,000 for the services as City Attorney. Salary shall be paid in twenty-six equal payments on the City's regular payroll.

1) Employee shall automatically receive any across the board cost of living adjustments (COLA) that are provided to City's management salary ranges, including but not limited to a 2.5% (two and one-half percent) COLA that will take effect July 1, 2024.

2) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the City Attorney, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

B. Benefits. In addition to salary, Employee shall be entitled to all benefits, rights, and privileges accorded to non-public safety City department directors as provided in the Management and Confidential Employees Agreement, except as otherwise provided in this Agreement. If there is any conflict between this Agreement or any resolution fixing compensation and benefits for non-public safety City department directors or other unclassified employees, this Agreement shall control. The City Attorney shall be entitled to the following benefits:

1) Retirement. Subject to the Public Employees' Retirement Law, Employee shall be a member of the Public Employee Retirement System (CalPERS) at the two percent (2%) @ 62 formula for PEPRA members. Employee contributions to CalPERS shall be consistent with the rules, regulations, benefits, and policies relating to Employee Relations for the Management and Confidential Employees ("Management and Confidential Employees Agreement") adopted by Resolution of the City Council from time to time. As of the effective date of this Agreement, Employee shall pay Employee's contribution to CalPERS consistent with the Management and Confidential Employees Agreement, plus an additional two percent (2%) of his respective salary towards the Employer's retirement contribution.

2) Insurance. City shall obtain and pay for a basic term life insurance policy for Employee in the amount of $200,000 and for up to $200,000 for accidental death and dismemberment insurance.

3) Sick Leave, Vacation and Management Leave.

A. Employee will accrue sick leave in the amount of twelve (12) days annually consistent with Management and Confidential Employees. Sick Leave will be used, accrued and treated in the same manner as the terms relating to Sick Leave set forth for Management and Confidential Employees. Sick Leave will not be cashed out upon separation from employment, except as provided under the Management and Confidential Employees Resolution. Upon hire, the Employee shall be credited with forty (40) hours of sick leave, which shall not effect or reduce Employee's sick leave accrual thereafter.

B. Employee will accrue vacation leave in the amount of twenty (20) days annually with a cap on the total accrual of three hundred twenty hours. Upon termination of this Agreement, Employee will receive the cash value of any accrued vacation days. Upon hire, the Employee shall be credited with eighty (80) hours of vacation leave, which shall not effect or reduce Employee's vacation leave accrual thereafter.

C. Employee will be granted Management Leave in the amount of eighty (80) hours per fiscal year, which commences on July 1 and extends through June 30 each year, in the same manner as Management Employees. Management Leave is accrued in a lump sum on July 1 each year. For the remainder of the 2023-2024 fiscal year, Employee will be credited with eighty (80) hours of management leave at the date of hire. Unused hours shall not roll over to subsequent years and shall have no cash out value, except if otherwise allowed by applicable City rules, regulations, benefits, Resolution, policy, or City Manager authority. Unused Management Leave upon termination or expiration of this Agreement shall be paid to Employee.

4) Car and Cell Phone Allowance. Employee shall be paid a car and cell phone allowance in the amount of $500 a month payable bi-weekly on the City's regular payroll. Employee shall supply his own cellular telephone.

5) Health Benefits. Employee will be granted Health Benefits in the same amounts and in the same manner as Management and Confidential Employees.

6) Retiree Health. Employee is entitled to Retiree Health Benefits in the same manner as Management and Confidential Employees.

7) Dental and Vision. Employee will be granted Dental and Vision insurance in the same manner as Management and Confidential Employees.

8) Long- and Short-Term Disability Coverage. Employee will be granted long and short-term disability coverage in the same manner as Management and Confidential Employees.

9) City Holidays. Employee shall receive the same City Holidays as Management and Confidential Employees.

10) Furlough. Employee is required to participate in any City furlough program in the same manner as Management and Confidential Employees.

11) Loan Option for Primary Residence Purchase. During the term of the Agreement, as an incentive to encourage Employee to accept the City Attorney position and to encourage the Employee to live within the City's limits, Employee shall be eligible for a low interest loan ("Loan") from the City for a down payment for the purchase of a home within the City of Rocklin. The Loan shall be in an amount not to exceed the lesser of two hundred thousand dollars ($200,000) or the amount of non-City financing obtained by Employee to purchase a qualifying home within the City of Rocklin. If the Employee exercises the loan option, then (a) the Employee shall execute all documentation as determined necessary by the City to facilitate the Loan, including but not limited to a personal guarantee, loan agreement, promissory note, deed of trust, and any other documents required; and (b) City agrees to provide information and documents to any financial institution or lender necessary for Employee to apply for and obtain non-City financing and funding of the purchase of a qualifying home.

A. Interest for the Loan shall be calculated based on apportionment rates for the Local Agency Investment Fund at the time the loan option is exercised, administered by the California State Treasurer's Office (LAIF) plus one quarter percent (0.25%). The re-payment of the loan to the City will be amortized over a thirty (30) year period, unless a different repayment period applies in accordance with this section's subsections. The loan rate is fixed for the first five (5) years and shall re-set based on LAIF plus one quarter percent (0.25%) annually after the first five (5) years.

B. Employee shall use the entire amount of the Loan for the down payment to purchase a home within the City, which he will use and reside in as his primary residence. Employee shall not use the City loan to purchase a home to rent or lease to other occupants, whether on a short-term or long-term basis. If Employee rents or leases the home purchased with the City loan before repaying the entirety of the Loan, he will be in breach of this Agreement, the entire loan amount will be immediately due and owing, and the Employee will be required to pay back the Loan immediately. If the Employee uses less than the entire amount of the Loan for the down payment, any excess amount shall be immediately repaid to the City.

C. This Loan shall be recorded as a second Deed of Trust (Junior Debt Instrument), assuming that Employee obtains senior purchase money financing, such as a Promissory Note secured by a first Deed of Trust (Senior Debt Instrument or Instruments). In the event Employee does not secure such Senior debt financing or a first Deed of Trust, this City-provided Loan shall be senior and recorded as a first Trust Deed. Any further trust deeds will be subordinate to the trust deed recorded pursuant to this Agreement.

D. If Employee is terminated, resigns, or retires from his employment as a City Attorney with the City; sells or otherwise loses possession of the home; dies; materially breaches any agreement related to the Loan; or the Term of this Agreement lapses, Employee shall pay the outstanding balance of the City loan within twelve (12) months of such event.

E. Should the City, upon default of Employee to repay the Loan, be required to take legal action to collect this Loan, Employee shall be responsible to City for all costs, including reasonable attorney's fees and other expenses, incurred by City in collection efforts hereunder.

F. The Loan is not transferable or assignable by Employee.

G. The Employee shall be solely responsible for payment of any cost, fee, tax, damage, or payment required that may arise from the terms of the Loan or any related agreement or the purchase of the home, including but not limited to mortgage payments, home owners' insurance, property taxes, maintenance and repairs, or any other cost, fee, or penalty.

7. Termination of Employment.

A. Notwithstanding the Term of this Agreement, Employee may voluntarily resign as City Attorney on the condition that Employee shall give sixty (60) days' notice in advance, unless the Parties agree otherwise in writing.

B. The City Council may terminate the employment of the City Attorney at any time, with or without cause, by a majority vote of its members. However, if termination is Without Cause, then Employee or his Estate shall be entitled to a severance payment and severance benefits as stated in Section 9. Notice of termination, with or without cause, shall be provided to the City Attorney in writing. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed meeting of the City Council .

C. Given the at-will nature of the position of City Attorney, an important element of the employment agreement pertains to termination. It is in both

the City's interest and that of the City Attorney that any separation of the City Attorney is done in a businesslike manner.

8. Termination For Cause.

A. Notwithstanding any other provision in this Agreement, the City may terminate the City Attorney "For Cause." As used in this Agreement, "For Cause" shall mean one or more of the following: (1) material breach by Employee of the terms of this Agreement; (2) damage of a material nature to any property of City caused by Employee's willful or negligent conduct; (3) City Attorney's intentional refusal to comply with the City Council's reasonable and lawful instructions; (4) severe and extended incapacity due to injury or illness (physical or mental) such that Employee cannot perform the essential functions and duties of City's Attorney's job consistent with the ADA and applicable California law; (5) willful misconduct, including but not limited to Employee's harassment of employees or the public in violation of City's policies or federal, state and/or local laws; (6) dishonesty for personal gain; (7) conviction of a felony of any type or a misdemeanor involving moral turpitude; (8) continued abuse of non-prescription drugs or alcohol that prevents the performance of the City Attorney's job duties; (9) unexcused absence from his position for more than two (2) consecutive weeks in any twelve (12) month period; and (10) repeated and protracted unexcused absences from the City Attorney's office and duties.

B. In the event the City terminates the City Attorney For Cause, then the City may terminate this Agreement, and the City Attorney shall be entitled to only the compensation and benefits accrued up to the date of termination, and such other termination benefits and payments as may be required by law. Further, if terminated For Cause, the City Attorney shall not be entitled to any severance pay or severance benefits set forth in Section 9.

C. Notwithstanding any provision in this Agreement, this Agreement is subject to the provisions of Government Code sections 53243 through 53244 regarding abuse of discretion which are attached hereto as Exhibit 1 or as hereinafter amended. By executing this Agreement, Employee acknowledges that these Government Code provisions apply to and control this Agreement.

9. Severance Pay.

A. In the event the City Attorney is terminated by the City Council Without Cause, subject to Section 9.B below, City shall pay City Attorney or his Estate a lump sum or in four (4) monthly installments, as City decides in its discretion, an amount equal to four (4) months of the then current base annual salary as provided in Section 6.A. of this Agreement or as amended from time to time; provided however, if the number of months left on the unexpired term of the Agreement is less than four (4) months, then the severance payment shall be an amount equal to the monthly base salary of the Employee multiplied by the number of months left on the unexpired term

of the Agreement. Severance Pay shall not include accrual of Vacation, Sick, or Management Leave. Employer agrees to make the lump sum payment, or initial monthly installment payment, less withholdings, within thirty (30) days of the execution of the waiver and release referenced in Section 9.B. In addition to the severance pay provided in this Section 9.A., the City shall extend to the City Attorney the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

B. Eligibility for severance pay is expressly conditioned upon Employee's execution of a waiver and release of any and all of Employee's known and unknown claims, if any, against the City, its Council members, officers, and employees in a form mutually acceptable to the City and City Attorney. If a waiver and release in a form acceptable to the City and City Attorney is not executed, the City shall have no obligation to make any payments under Section 9.A.

C. All payments required under this Agreement are subject to and shall be interpreted to comply with the limitations set forth in Government Code sections 53260 to 53264.

10. Indemnification.

A. To the full extent federal, state or local laws, including as provided by the California Torts Claims Act (Government Code section 810, et. seq.), the City and the Successor Agency to the Redevelopment Agency of the City of Rocklin, jointly and severally, shall defend and indemnify the City Attorney against and for all losses sustained by the City Attorney in direct consequences of the discharge of the City Attorney's duties on the City's behalf for the period of the City Attorney's employment.

B. To the extent required by state or local laws, the City shall defend, indemnify and hold harmless the City Attorney against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney, in direct consequences of the discharge of the City Attorney's duties on the City's behalf for the period of the City Attorney's employment. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon in its sole discretion.

C. Whenever the City Attorney shall be sued for damages arising out of the performance of the City Attorney's s duties, and to the extent required by state or local laws, the City shall indemnify the City Attorney from any judgment, award, or settlement rendered against the City Attorney; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Attorney's capacity as City Attorney, regardless of whether the

notice of filing of a lawsuit occurs during or following employment with the City. This provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Attorney may have under the law.

D. In the event that Employee shall serve as the City Attorney of other City related legal entities as provided in this Agreement, then each provision of this section shall be equally applicable to each City related legal entity as those set forth in an indemnity agreement between Employee and that legal entity.

11. Severability. If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the parties hereto.

12. Other Terms and Conditions.

A. The City Council, in consultation with Employee, shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the work of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, City ordinances, or any other law.

B. Employee and City shall meet and complete a performance evaluation annually.

C. The text hereof shall constitute the entire Agreement between the parties and shall supersede any and all prior agreements between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the City Council. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

D. Notices.

Notices pursuant to this Agreement shall be given by first class mail addressed as follows:

1. EMPLOYER: Mayor
   City of Rocklin
   3970 Rocklin Road
   Rocklin, California 95677

2. EMPLOYEE: Matthew McOmber
   [redacted]

13. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the U.S. Postal Service.

14. 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.

City of Rocklin

DocuSigned by:
Greg Janda
4F5547377AA74C2...

Greg Janda, Mayor

DocuSigned by:
Matthew McOmber
28138838CD0A8440...

Matthew McOmber

Attest:

DocuSigned by:
Haley Reid
95D3E397B9AA45F...

Haley Reid, Acting City Clerk

Approved as to form:

DocuSigned by:
Daniel Cucchi
5553D9734517413...

Dan Cucchi, Interim City Attorney

DocuSign Envelope ID: A75D31D2-71F0-457F-ACC7-F38709844CD3

EXHIBIT 1

ARTICLE 2.6. Abuse of Office [Government Code §§ 53243 - 53244]

Government Code § 53243.

On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his office or position.

Government Code § 53243.1.

On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his office or position.

Government Code § 53243.2.

On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his office or position.

Government Code § 53243.3.

On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his office or position.

Government Code § 53243.4.

For purposes of this article, "abuse of office or position" means either of the following:
(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

Government Code § 53244.

(a) A local public officer, as defined in subdivision (b), who is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties shall forfeit any contract right or other common law, constitutional, or statutory claim against a local public agency employer to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation, other than the accrued rights and benefits to which he may be entitled under any public retirement system in which he is a member. The forfeiture provided by this section shall be in addition to, and independent of, any forfeiture of public retirement system rights and benefits pursuant to Section 7522.70, 7522.72, or 7522.74.

(b) For the purposes of this section, "local public officer" means a person, either elected or appointed, who exercised discretionary, executive authority in his employment.

(c) This section shall apply to any claim filed prior to the effective date of the act enacting this section, and still pending on that date, and any claim commenced after that date.

(d) Upon conviction, a local public officer as described in subdivision (a), and the prosecuting agency shall each notify the public employer who employed the local public officer at the time of the commission of the felony within 60 days of the felony conviction. The operation of this section is not dependent upon the performance of the notification required by this subdivision.

RESOLUTION NO. 2024 -237

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

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

Section 1. The City Council of the City of Rocklin hereby approves the First Amendment to the City of Rocklin City Attorney Employment Agreement with Matthew McOmber, effective February 5, 2024, which is attached and incorporated hereto.

Section 2. The City Council of the City of Rocklin authorizes the Mayor to execute the attached First Amendment to the Employment Agreement with the City Attorney.

PASSED AND ADOPTED this 22nd day of October 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

FIRST AMENDMENT TO THE CITY OF ROCKLIN CITY ATTORNEY EMPLOYMENT AGREEMENT WITH MATTHEW McOMBER

This First Amendment to the City of Rocklin City Attorney Employment Agreement is entered into between the City of Rocklin ("City"), and Matthew McOmber ("Employee" or "City Attorney").

RECITALS

WHEREAS, City and Employee previously entered into an Employment Agreement on January 9, 2024 to appoint Employee as City Attorney for the City of Rocklin ("Original Agreement"); and

WHEREAS, City and Employee desire to amend the Agreement to provide clarifying and non-substantive revisions consistent with the Parties' intent and understanding, including but not limited to provisions governing City Commitments relative to relocation reimbursement, technological tools, and electronic signatures; 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. Paragraph H of Section 5 of the Agreement is amended as of the effective date of the Agreement to read as follows:

H. Given the importance of technological tools to the effective and efficient business of municipal government and in compliance with annual budget appropriations, the City shall provide laptop computer, monitors, accessories, and similar electronic devices, to the City Attorney for use at the City Attorney's office, residence and remote work locations.

II. Paragraph I of Section 5 of the Agreement is amended as of the effective date of the Agreement to read as follows:

I. The City will provide relocation expenses to Employee in an amount not to exceed $10,000. Relocation must be within or near the City of Rocklin's boundaries or Placer County. Relocation expenses will be reimbursed upon presentation of supporting documentation. Relocation expenses eligible for reimbursement include moving expenses, transportation, storage costs, and temporary housing. The amount reimbursed will be considered taxable income.

IV. **REAFFIRMATION**

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

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

This First Amendment shall be deemed effective as of February 5, 2024.

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

Joe Gayaldo for
Greg Janda, Mayor

Dated: OCTOBER 22, 2024

Matthew McOmber

ATTEST:

By: _____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Inclusionary Housing Ordinance and In-Lieu Fee Program

Date: August 12, 2025

Submitted By: Aly Zimmermann, City Manager

Department: City Manager's Office

Recommendation:

A. Receive a Staff Report of the Possible Timeframes that Could Be Implemented for Potential Adoption of an Inclusionary Housing Program and Provide Direction to Staff.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Negotiate and Execute a Contract Amendment with Keyser Marston Associates for the Creation of an Inclusionary Housing Ordinance and Establishment of an In-Lieu Fee.

Background:

On June 24 2025, the City Council had a discussion regarding the current efforts underway to evaluate a possible inclusionary housing ordinance and in-lieu fee program, and whether to direct staff to immediately undertake efforts to bring for consideration an ordinance and in-lieu fee recommendation at the earliest possible date. Following the discussion, the City Council provided direction to staff to bring back information that identified the timeframes that each alternative would take. Additionally, staff requested of the consultant undertaking the project an accelerated project schedule and associated cost.

The existing project, authorized by the City Council in April 2025, assumes that the project would go to the Planning Commission and the City Council for two rounds each (fee study and ordinance going separately), resulting in many months in review and hearings. Presented below are the existing approved project schedule hearing dates (status quo), followed by the accelerated consultant project timeline with the fee study and ordinance considered concurrently (Option 1), and the timeline for an immediately implemented interim staff project that does not include a fee study (Option 2). The cost to implement Option 1 is anticipated to be between $8,000 and $10,000.

Status Quo (Existing Consultant Project Schedule)

- PC Hearing #1 November 2025 (Fee Study review)
- CC Hearing #1 December 2025 (Fee Study review)
- PC Hearing #2 January 2026 (Ordinance and Fee Study Review and Recommendation)

- CC Hearing #2 February 2026 (Introduce Ordinance and Fee Study Approval)
- CC Meeting March 2026 (Second Reading of Ordinance and Fee Implementation)
- Ordinance Implementation April 2026

Option 1 (Accelerated Consultant Project Schedule)

- PC Hearing #1 November 2025 (Ordinance and Fee Study Review and Recommendation)
- CC Hearing #1 December 2025 (Introduce Ordinance and Fee Study Approval)
- CC Meeting January 2026 (Second Reading of Ordinance and Fee Implementation)
- Ordinance Implementation February 2026

Option 2 (Interim Staff Project)

- PC Hearing #1 September 16 2025 (Ordinance Review and Recommendation)
- CC Hearing #1 October 14 2025 (Introduce Ordinance and Adoption of Fee Program)
- CC Meeting October 28 2025 (Second Reading of Ordinance)
- Ordinance Implementation Late November 2025

It should be noted that each timeline is estimated; schedules can slip due to many reasons causing delays.

Staff recommends pursuing Option 1, as the acceleration of the schedule at a nominal cost will allow the City Council to expedite the project.

Option 2 could also be completed as an interim, short-term approach pending completion of the consultant-led project, based on direction from the City Council. Costs associated with Option 2 would include public noticing and impact to staff resources.

Therefore, staff seeks direction regarding any changes from the Status Quo timeline and, if supportive of Option 1, staff recommends the City Council adopt the attached Resolution authorizing the City Manager to execute an amendment with Keyser Marston Associates to accelerate their project schedule in amount not to exceed $10,000.

Fiscal Impact:
The cost to amend the existing contract with Keyser Marston Associates is estimated to be not more than $10,000. There is no impact to the General Fund. Contract costs will be paid from the Low and Moderate Income Housing Asset Fund (270)

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT AMENDMENT WITH KEYSER MARSTON ASSOCIATES FOR THE CREATION OF AN INCLUSIONARY HOUSING ORDINANCE AND ESTABLISHMENT OF AN IN-LIEU FEE

WHEREAS, the Rocklin City Council previously passed and adopted a Resolution at its regularly scheduled meeting on April 8th, 2025, approving and authorizing the City Manager to execute an agreement with Keyser Marston Associates to assess the necessity and feasibility of an inclusionary housing ordinance;

WHEREAS, the agreement was executed effective April 9, 2025;

WHEREAS, during its regular meeting on June 24 2025, the City Council provided direction to staff to bring back information that identifies timeframes and alternatives for adopting a possible inclusionary housing ordinance and in-lieu fee program, which information the City Council received and considered at its regular meeting on August 12, 2025; and

WHEREAS, in an effort to implement the direction of the City Council, staff recommends that the City amend its contract with Keyser Marston to modify and expedite the project schedule, timeframes, and related services set forth in the agreement's scope of work and for this purpose, the City Council may delegate contract amendment authority to the City Manager.

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

Section 1. The recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council approves and authorizes the City Manager to negotiate and execute one or more amendments to the agreement between the City and Keyser Marston Associates, provided the amendment or amendments expedite, accelerate, and modify the project schedule and timeframes; obligate Keyser Marston to perform necessary services related to the revised schedules and timeframes; achieve the City Council's objectives as directed at its regular meeting on August 12th, 2025; and comply with the provisions set forth in Sections 3 and 4 herein.

Section 3. The total increase in maximum compensation payable to Keyser Marston as a result of any and all amendments in the aggregate shall not exceed ten thousand dollars ($10,000).

Section 4. Each such amendment shall comply with applicable provisions of the Rocklin Municipal Code and be approved by the City Attorney as to form.

PASSED AND ADOPTED this 12th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk