ROCKLIN CITY COUNCIL

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

September 23, 2025
General Session 6:00 p.m.

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

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

HOW TO PARTICIPATE

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

WRITINGS RECEIVED AFTER AGENDA POSTING

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

AMERICANS WITH DISABILITIES ACT

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LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, t o disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $500 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

AGENDA

MEETING INSTRUCTIONS

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

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

C1. Minutes of the September 9, 2025 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the September 9, 2025 Regular Meeting of the City Council.

C2. Proclamation Declaring October 5 - 11, 2025 as Fire Prevention Week
Recommendation: Approve a Proclamation Declaring October 5 - 11, 2025 as Fire Prevention Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. City of Rocklin Records Retention Policy and Schedule Update

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Establishing a Records Retention Policy and Schedule for the Retention and Destruction of City Records.

C4. Greater Sacramento Economic Council Market Visit to Germany

Recommendation: Approve International Travel for Mayor Jill Gayaldo to Participate in the Greater Sacramento Economic Council Market Visit to Germany.

C5. California State Office of Traffic Safety (OTS) Grant Agreement

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Submission of Office of Traffic Safety (OTS) Grant Application for Regional Crash Response and Extrication Improvement Program and Accepting an Award in the amount of $30,000 and Authorize the City Manager to Sign the Grant Agreement and Necessary Grant Documentation.

C6. Montreo Final Map

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Final Map of Montreo Subdivision/(SD-2004-03) 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 (Montreo Subdivision/(SD-2004-03)).
C. Adopt a Resolution of the City Council of the City of Rocklin Accepting Grant of Open Space Easement (Hillside and Bluff Protection) (Montreo Subdivision/(SD-2004-03)).

C7. Clover Valley Westridge (Sky View) Subdivision Final Map

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Final Map of Clover Valley Westridge (Sky View) Subdivision/(SD-2004-03) 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 Clover Valley Westridge (Sky View) Subdivision (SD-2004-03).
C. Adopt a Resolution of the City Council of the City of Rocklin Accepting Grant of Open Space Easement (Hillside and Bluff Protection) (Clover Valley Westridge (Sky View) Subdivision).

C8. PetData, Inc. Agreement for Animal Licensing Services - Ratification

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Contract for Services with PetData, Inc. and Related Expenditures.

C9. Axon Enterprise, Inc. Agreement for Body Worn Camera and In-Car Camera Services

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the Master Services and Purchasing Agreement with Axon Enterprise, Inc.

PRESENTATIONS

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

P1. Proclamation Declaring October 5 - 11, 2025 as Fire Prevention Week

DISCUSSION ITEMS

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

D1. Community Facilities District No. 10 (Whitney Ranch) Refunding Series 2015 and 2019 Special Tax Bonds

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Issuance of 2025 Special Tax Bonds and Directing Related Actions to Refund the Whitney Ranch Community Facilities District No. 10 2015 and 2019 Bond Issuances.

FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the September 9, 2025 Regular Meeting of the City Council

Date: September 23, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the September 9, 2025 Regular Meeting of the City Council.

ATTACHMENTS:
1. City Council Draft Meeting Minutes of September 9, 2025

ROCKLIN CITY COUNCIL

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

September 9, 2025
Closed Session 5:00 p.m.
General Session 6:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

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

ROLL CALL

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

PUBLIC CLOMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:02 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, and Jack Hughes; Employee Organizations: Rocklin Police Officers' Association and Rocklin Public Safety Managers

CS2. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Gayaldo and Council Member Halldin, Unrepresented Employee: City Manager

Members of the City Council returned to the Council Chambers at 6:04 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 6:04 p.m.

PLEDGE OF ALLEGIANCE

Mayor Gayaldo led the pledge of allegiance.

ROLL CALL

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

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

Ms. Cheryl Halston addressed the City Council requesting a rent stabilization ordinance for the city.

Mr. Jerry Mitchell addressed the City Council about Sierra Pine Park which remains incomplete and the challenges with drainage.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Council Member Broadway reported attendance at the Placer County Transportation Planning Agency and South Placer Regional Transportation Authority board meetings approving allocation of funds for development of Placer Parkway Phase II; visited Sprig Oral Health Technologies which was a new business in Rocklin; attended the ribbon cutting for KB Home's Westhaven development; and participated in creek clean-up project with Rotary Club of South Placer.

Council Member Halldin shared that he along with Mayor Gayaldo attended the Yachtley Crew's sold out concert held at the Quarry Park Ampitheater and attended the grand opening for Burger Bros.

Mayor Gayaldo shared that she attended Roseville's State of the City event; attended a ribbon cutting ceremony recognizing the partnership between Bosch and RC Willey; presented to eXp Realty providing an update on the City; met with BRE at Red's Pizzeria; attended a three-day conference at UC Davis held by the Spanish Hawaiian Heritage Association; and reported attendance at the Sacramento Area Council of Governments Policy and Innovation Committee and Strategic Planning Committee meetings.

City Manager Zimmermann shared two upcoming events including Patriot Day on September 14, 2025 held at Johnson-Springview Park, and the Master Plan Community Workshop for northwest community parks on September 15, 2025 encouraging residents to attend.

CONSENT CALENDAR

Council Member Halldin requested to pull Consent Item No. C3 from the Consent Calendar as there was public comment for this item and for a separate vote.

C1. Minutes of the August 26, 2025 Regular Meeting of the City Council
Action: Approved the Minutes of the August 26, 2025 Regular Meeting of the City Council.

C2. Whitney Walk General Development Plan (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1191 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 Adopted the Whitney Walk General Development Plan.

C3. Regional Housing Needs Allocation (RHNA) Inventory of Sites (Second Reading of Ordinance) – *Pulled for public comment and a separate vote.*

C4. Arts Commission Revision of Appointment Terms
Action: Adopted Resolution No. 2025-192 of the City Council of the City of Rocklin Making Revisions to the Appointment Terms of Arts Commissioners.

C5. League of California Cities 2025 Annual Conference - Appointment of Voting Delegate
Action: Designated Vice Mayor Dave Bass as the Voting Delegate to the League of California Cities 2025 Annual Conference.

C6. Updates to Affordable Housing Incentive Program
Action: Adopted Resolution No. 2025-193 of the City Council of the City of Rocklin Repealing and Replacing Resolution No. 2024-039 for the Affordable Housing Incentive Program for Qualified Affordable Housing Developments.

C7. Legal Services Agreement with Liebert Cassidy Whitmore - First Amendment
Action: Adopted Resolution No. 2025-194 of the City Council of the City of Rocklin Approving and Authorizing the City Attorney to Execute the First Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore.

C8. Accounts Paid List - April to June 2025
Action: Received the Accounts Paid List for April 1, 2025 to June 30, 2025.

C9. CAL FIRE Local Responsibility Area Wildland Protection Reimbursement Agreement
Action: Adopted Resolution No. 2025-195 of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Cooperative Fire Programs Local Responsibility Area Wildland Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) and Related Budget Amendments.

C10. Monument Park Shade Sail Installation Project Contract and Budget Appropriation for Two Shade Sail Projects
Action: Adopted Resolution No. 2025-196 of the City Council of the City of Rocklin Awarding the Contract for the Monument Park Shade Sail Installation to Miracle Playsystems, Inc., Authorizing the City Manager to Execute the Contract, and Authorizing a Budget Appropriation.

C11. Homeland Security Grant Program-Urban Areas Security Initiative (UASI) - Grant Subaward
Action: Adopted Resolution No. 2025-197 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Subawardee Grant Agreements with the City of Sacramento Accepting the Terms and Subaward of the 2024 Homeland Security Grant Program Urban Areas Security Initiative.

C12. Various Roadway and Pedestrian Improvements Project - Notice of Completion
Action: Adopted Resolution No. 2025-198 of the City Council of the City of Rocklin Accepting the Public Work Known as the Various Roadway and Pedestrian Improvements Project, Approving the Notice of Completion, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City.

C13. Police Department HVAC & Roof Replacement – Notice of Completion
Action: Adopted Resolution No. 2025-199 of the City Council of the City of Rocklin Accepting the Public Work Known as the Police Department HVAC & Roof Replacement, Approving the Notice of Completion Thereof, and Authorizing and

Directing the Execution and Recordation of Said Notice on Behalf of the City (CNW Construction, Inc.).

C14. Electric Vehicle Purchases
Action: Adopted Resolution No. 2025-200 of the City Council of the City of Rocklin Authorizing the Purchase of Two (2) 2026 Chevrolet Silverado Electric 4WT Trucks from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1, C2, and C4 through C14, 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

CONSENT CALENDAR ITEM PULLED

Council Member Halldin requested to pull Consent Item No. C3 from the Consent Calendar as there was public comment for this item and for a separate vote.

C3. Regional Housing Needs Allocation (RHNA) Inventory of Sites (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1192 of the City Council of the City of Rocklin Applying the Residential Minimum Density Overlay District to the Alternative Sites Identified for Inclusion in the City's Regional Housing Needs Allocation (RHNA) Inventory of Sites.

PUBLIC COMMENT

Ms. Cheryl Keller addressed the City Council requesting that the Wildcat parcel proposed as the Sierra Wilds project be removed from the RHNA Inventory of Sites list and expressed concern about the mixed-use zoning designation.

Mr. Chris Janzen addressed the City Council imploring that 1800 Wildcat be removed from the RHNA Inventory of Sites list and urged reconsideration of its zoning.

Council Member Halldin cautioned against mixed-use zoning as they often resulted in 100% multifamily housing.

Vice Mayor Bass stated that the California Association of Realtors was supporting legislation that may harm via litigation if the city did not push housing projects, and looked forward to working with the Placer County Association of Realtors on this matter; and worried that future developers build projects with more density and no affordability.

Mayor Gayaldo supported keeping the Sierra Wilds project on the list as the City would potentially receive credit for housing with restricted income, noting this may provide opportunities to teachers and seniors with affordable housing.

Motion to approve Consent Calendar Item No. C3 as previously approved at the August 26, 2025 meeting, with a deletion of the Wildcat parcel by Council Member Halldin, seconded by Vice Mayor Bass. Motion failed by the following vote:

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

Motion to approve Consent Calendar Item No. C3 per staff recommendation, by Council Member Broadway, seconded by Council Member Janda. Passed by the following vote:

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

PUBLIC HEARINGS

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

PH1. 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

Action: Conducted a Public Hearing and Considered the Following Action: Adopted Resolution No. 2025-201 of the City Council of the City of Rocklin Authorizing Staff to Submit the 2024 Consolidated Annual Performance and Evaluation Report (CAPER) and Authorizing the City Manager to Execute and File All Documents Required for Submittal to the U.S. Department of Housing and Urban Development (HUD).

Mayor Gayaldo opened the public hearing for item PH1.

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

City Council comments and discussion followed.

Vice Mayor Bass requested that the non-profit funding sources, including private donations or donations received from the city or state, be shared during the next Action Plan programming update, to ensure funds are being spent in Rocklin and to account for how much the City is doing for the non-profits.

Public Comment

Motion to approve Public Hearing Item No. PH1 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

DISCUSSION ITEMS

D1. Proposition 50 (Congressional Redistricting)

Action: Discussed Proposition 50 (Congressional Redistricting), which is set to appear on the November 4, 2025 Statewide Special Election Ballot, and Provided Direction to Staff.

Vice Mayor Bass presented the discussion item expressing that local voters do not need to be told how to vote; stated that the challenge with Proposition 50 was misinformation on the issue; did not agree with the proposed citizens redistricting map for California as it did not benefit Rocklin or Roseville; favored the previous redistricting maps as they put together communities of interest; and requested further discussion by the City Council and the public.

City Council comments and discussion followed.

PUBLIC COMMENT

Mr. Benjamin Bjorkman addressed the City Council sharing that Rocklin should not be considered a suburb of Sacramento, underscoring that there were many things that sets Rocklin apart including the local university and the recent exponential growth.

Council Member Halldin proposed the City Council establish a subcommittee; Council Member Broadway recommended that the Mayor and Vice Mayor draft a letter addressing it to the Governor, leadership and local representatives of the State

Assembly and Senate; and Mayor Gayaldo and Vice Mayor Bass were both amenable to this and appreciated the discussion.

FUTURE AGENDA ITEMS

None.

Members of the City Council left the Council Chambers and reconvened Closed Session at 7:20 p.m.

Members of the City Council returned to the Council Chambers at 7:50 p.m.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 7:50 p.m.

_____
Jill Gayaldo, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of September 9, 2025 as approved by the Rocklin City Council.

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Declaring October 5 - 11, 2025 as Fire Prevention Week

Date: September 23, 2025

Submitted By: Ryan Brayton, Deputy Fire Chief

Department: Fire

Recommendation:
Approve a Proclamation Declaring October 5 - 11, 2025 as Fire Prevention Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. Fire Prevention Week Proclamation

Proclamation

Issued by City Council

Fire Prevention Week
October 5-11, 2025

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

WHEREAS, City of Rocklin first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, the 2025 Fire Prevention Week theme, "Charge into Fire Safety: Lithium-Ion Batteries in Your Home," serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, residents should follow three key calls to action: buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

NOW, THEREFORE, BE IT RESOLVED, the Mayor and members of the City Council of the City of Rocklin do hereby proclaim and call upon all citizens of Rocklin to observe the week of October 5-11, 2025, as "Fire Prevention Week."

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City of Rocklin Records Retention Policy and Schedule Update

Date: September 23, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Establishing a Records Retention Policy and Schedule for the Retention and Destruction of City Records.

Background:
State and federal statutes establish retention requirements for documents maintained by local agencies including the City of Rocklin. Compliance with these regulations, as well as management of the risks associated to records practices, requires the implementation of a citywide records management program.

Having an updated records retention schedule is crucial to a successful records management program and can help reduce current and future records storage costs, eliminate duplication of records, increase efficiency and take advantage of current technology and changes in law. The adoption of an updated Records Retention Policy and Schedule will better ensure proper protection and management of city records. Regular review and updating of the City's Record Retention Schedule is necessary to ensure the City is in compliance with changes in state and federal law.

Staff engaged consultant DRB Consulting Services, Inc. to assist with updating the citywide Records Retention Policy and Schedule. City departments identified records maintained within their respective departments to develop a uniform schedule for physical and electronic records based on their expertise and knowledge of their respective departments. This schedule identifies record series (types of records) and is the basis for updating the City's Records Retention Schedule that is now presented for the City Council's consideration. The schedule will apply to all types of City records, regardless of format, including paper, electronic, microforms, social media, electronic texts, portable media, and any future information formats adopted by the City.

The updated City of Rocklin's Records Retention Policy and Schedule, attached to the Resolution, is a written policy which governs the period records are retained by the City. It identifies the types of records that are currently in use or maintained in the departments and provides the legal authority for the disposition of city records and demonstrates compliance

with governmental regulations. Statutory retention requirements are used as the foundation for the proposed retention periods. This schedule will facilitate records management and specify the times and circumstances at which City departments may purge obsolete physical and electronic records efficiently and legally pursuant to Government Code Sections 34090 through 34090.6 and other state and federal laws.

In addition to the adoption of an updated Records Retention Policy and Schedule, at this time staff also recommends rescinding the two existing schedules. In 2016, the City Council adopted separate records retention schedules for the Police Department (Resolution No. 2016-85) and all other departments (Resolution No. 2016-259). There is no legal or operational reason for maintaining two schedules; therefore staff recommends repealing both of the existing schedules and adopting the proposed citywide records retention schedule, which consolidates all City departments into one schedule. For reference, the two existing schedules are included as Attachments 3 and 4.

The proposed Records Retention Policy and Schedule will apply to all departments and functions and denotes the retention requirements and timeframes for each record series based on state and federal law, as well as each department's administrative, operational, historical, and reference needs.

Fiscal Impact:

There is no fiscal impact associated with the adoption of the new retention schedule. Cost savings are expected in the long term due to reduced demands on staff time, a reduction in the amount of space needed for storage, and easier retrieval of records for the public.

ATTACHMENTS:

1. Resolution - Records Retention Policy and Schedule
2. Resolution Exhibit A - Records Retention Policy and Schedule
3. Resolution No. 2016-85 Police Department Retention Schedule
4. Resolution No. 2016-259 Citywide Retention Schedule Excluding Police Department

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ESTABLISHING A RECORDS RETENTION POLICY AND SCHEDULE FOR THE RETENTION AND DESTRUCTION OF CITY RECORDS

WHEREAS, Section 34090 of the Government Code of the State of California, and other state and federal laws dictate minimum records retention periods that apply to the records of the City; and

WHEREAS, Section 34090 of the Government Code of the State of California provides that, with the approval of the legislative body by resolution and the written consent of the City Attorney, the head of a City department may destroy certain records, documents, instruments, books or papers under his or her charge ("City Records") without making a copy thereof, after the same is no longer required; provided, however, that certain records are exempt from such destruction; and

WHEREAS, records management deals with the creation, processing, maintenance, protection, retrieval, retention, preservation and disposition of recorded information required for the operation and continuance of government operations; and

WHEREAS, retention schedules are the key element in effective records management programs for City government and effective records management ensures that records are kept only as long as they have some administrative, fiscal, or legal value; and

WHEREAS, the City of Rocklin's Records Retention Policy and Schedule establishes the roles, responsibilities and guidelines for records management for City staff which will facilitate the orderly and efficient retention and destruction of certain records of the City; and

WHEREAS, the City of Rocklin's Records Retention Policy and Schedule should be reviewed periodically to ensure the schedule accurately and completely reflects the agency's records holdings and disposition to addresses changes such as new laws and regulations, departmental name changes, new functions and programs, and best practices; and

WHEREAS, the City of Rocklin's Records Retention Policy and Schedule will serve as a concise and authoritative document to provide a comprehensive overview to adhere to the statutes and generally accepted best practices for records management; and

WHEREAS, adopting a Records Retention Policy and Schedule for the ongoing records management, retention and disposition of obsolete City Records will assist the City in the effective management of City records, as well as provide for the efficient and transparent review of City records proposed for disposal; and

WHEREAS, on April 26, 2016 adopted Resolution 2016-85, Resolution of the City Council of the City of Rocklin Establishing a Retention Schedule for the Retention and Destruction of Police Records and Rescinding Resolution 2015-200 and on November 29, 2016, the City Council adopted Resolution 2016-259, Resolution of the City Council of the City of Rocklin Establishing a Retention Schedule for City Records for All Department Except Police and Rescinding Resolution No. 2011-131.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, CALIFORNIA, AS FOLLOWS:

Section 1. The City Council of the City of Rocklin hereby adopts the City of Rocklin Records Retention Policy and Schedule attached hereto as Exhibit "A" with respect to retention and destruction of records of all departments of the City of Rocklin.

Section 2. The City Attorney shall sign a written consent prior to destruction of any records described in Section 1 of this resolution.

Section 3. Resolution No. 2016-85 is hereby rescinded.

Section 4. Resolution No. 2016-259 is hereby rescinded.

PASSED AND ADOPTED this 23rd day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
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City of Rocklin

Records Retention Policy and Schedule

2025

Table of Contents

Table of Contents **2**
City of Rocklin Records Retention Policy **3**
Purpose 3
Applicability 3
Responsibilities 4
City Council 4
City Manager 4
City Clerk 4
City Attorney 4
Department Directors 5
Custodian(s) of Records 5
Employee 5
State of California Public Records Act 5
Records Retention Principles 6
Specific Subject Matter Law 6
California Secretary of State Local Government Records Program 6
Minimum Retention Otherwise 6
Permanent Records 6
Duplicate Records 7
Legal Holds 7
Disposition/Destruction of Records 7
City of Rocklin Records Retention Schedule **8**
Abbreviations and Acronyms 8
Definition of Terms 9
Administrative Services Department **10**
City Attorney's Office **15**
City Clerk's Office **16**
City Manager's Office **19**
Community Development Department **22**
Fire Department **26**
Parks and Recreation Department **28**
Police Department **30**
Public Works Department **34**

City of Rocklin Records Retention Policy

Purpose

The City of Rocklin's (City) records retention program provides guidelines to direct that an agency's records are maintained in accordance with federal and state laws, contractual requirements, and standard business practices. The City of Rocklin Records Retention Policy and Schedule (RRPS) is a guideline for each City department to maintain its own records and simultaneously provide for consistent and regular disposal of non-vital records after appropriate lengths of time.

The purpose of this policy is to provide direction and standardized methods for the management, retention, and disposition of City of Rocklin records to preserve and protect records of administrative, legal, fiscal or value.

An efficient records retention policy allows the City to maintain control over its records. This policy will help:

- Promote overall compliance with legal requirements for record retention
- Reduce the City's costs for records handling, storage, and management
- Eliminate the number of records held beyond legal retention requirements
- Promote access to public records
- Reduce employee time required to respond to the State of California Public Records Act and discovery requests
- Provide guidelines for the appropriate utilization of digital and electronic technology to manage and store City records
- Provide direction to City employees on effective records management principles and guidelines
- Increase the security and safeguard the privacy of information contained in sensitive and confidential records
- Mitigate City's legal risk and liability

Applicability

The City is subject to a range of statutes, rules and best practices regarding record retention and disclosure. As such, this policy applies to all records, as defined by the State of California Public Records Act (Government Code 7920.530), whether they are maintained in hard (paper) copy, electronically, or in some other fashion. This policy and associated guidelines for responsible recordkeeping apply to all City departments and employees. Each department shall develop, implement, maintain, and adhere to a records management plan appropriate for the particular records it maintains, in cooperation with the Office of the City Clerk. This policy also applies to contracted providers and vendors who manage City records. Failure to follow this policy may result in loss of productivity, excessive costs, and litigation. This policy applies to all records, whether they are maintained in hard (paper) copy, electronically, or in some other fashion.

Responsibilities

The City Council, City Manager, City Clerk, City Attorney, and Department Directors shall each be responsible for future records management policy development and procedural implementation as follows:

City Council– The City Council shall approve, by resolution, all records management policies, changes to retention schedules, and any amendments thereto.

City Manager – The City Manager or City Manager's designee(s) shall:

1. Periodically confirm that all departments comply with the records management program and Records Retention Policy and Schedule;
2. Present to the City Council recommendations for policy amendments; and
3. Oversee the responsibilities of department directors listed below.

City Clerk – The City Clerk, or City Clerk's designee(s), shall be responsible for the following:

1. Ensure records are readily available for distribution, delivery, inspection and duplication as required by the State of California Public Record Act;
2. Develop and maintain the City's Records Retention Schedule in collaboration with City departments;
3. Review this Policy and Records Retention Schedule annually and update as needed;
4. Amend the Records Retention Schedule as soon as possible if a City department or division is merged, separated, or dissolved.
5. Present recommendations to the City Manager for amendments to records management policies or records retention schedules;
6. Create procedures, guidelines, and other protocols to assist City departments in effectively and efficiently managing their records consistent with this policy and other governing statutes;
7. Assist City departments and employees in performing routine records inventories and provide guidance on best practices;
8. Establish disposition and destruction procedures and templates for City department use.
9. Certify and supervise the destruction of records, ensuring that confidential records are destroyed appropriately.

City Attorney – The City Attorney or City Attorney's designee(s) shall:

1. Review recommendations to the City Council regarding amendments to records management policies, document retention schedules, or destruction of records;
2. Review and approve the Department Director's requests to dispose of records in accordance with this policy and retention schedule;
3. Provide legal guidance to the City Clerk in any review of, and amendment to, the retention schedule, in accordance with federal, state, and city regulations;

4. Notify the City Clerk's department immediately of all document discovery requests or any other situations which may arise that would require the City to refrain from destroying records; and
5. Provide written approval or denial of each request for destruction of records related to original agreements, ongoing litigation, or litigation holds.

Department Directors – The Department Director or Department Director's designee(s) of shall:

1. Appoint a specific person or persons to be the Custodian(s) of Records who is responsible for the implementation of this policy within their department;
2. Create and maintain reliable and accurate filing systems to ensure the efficient maintenance, retrieval, and disposition of records under their control;
3. On an ongoing basis, identify records for timely destruction;
4. Ensure that no City records are destroyed prior the expiration of their required retention period or approval from the City Attorney or City Attorney's designee;
5. Submit requests to the Office of the City Clerk for amendments to records retention policy or retention schedule; and
6. Notify the City Clerk if a City department or division is merged, separated, or dissolved, the department or division so the retention schedule can be amended as soon as possible. Note: The department absorbing the newly assigned operations will become the owner of the applicable existing records.

Custodian(s) of Records: The Custodian(s) of Records shall:

1. Ensure records are readily available for distribution, delivery, inspection and duplication as required by the California Public Record Act;
2. Manage department records in compliance with this policy and any other City procedures and protocols;
3. Maintain an updated records inventory of their department's records;
4. Educate departmental employees in records management practices;
5. Coordinate the disposition of records; and
6. Restrict access to confidential records and information.

Employee: All City employees shall:

1. Manage, protect, preserve, store, transfer, destroy or otherwise dispose of, use and manage public records in accordance with applicable federal and state regulations, and the City's established Records Retention Policy and Schedule.

State of California Public Records Act

The State of California Public Records Act (Act) (Government Code 7920 *et seq*.) provides that any record containing information relating to the conduct of the public's business prepared, owned, used or retained by the City is a public record. Such records must be available to the public for inspection and copying, unless a particular type of record is listed as exempt under the Act. Public records include any writing, map or other document, including those kept electronically.

The most common exemptions (which need not be disclosed to the public) include:

- Preliminary drafts, notes or interagency memoranda that are not retained by the City in the ordinary course of business;
- Records pertaining to pending litigation;
- Personnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;
- Records of complaints to, or investigations conducted by, or records of intelligence information or security procedures of the police department, or any investigatory files compiled by the city for correctional, law enforcement or licensing purposes (with some exceptions);
- Employment examinations;
- Real estate appraisals or engineering or feasibility estimates and evaluations made relative to the acquisition of property or to prospective public contracts;
- Information required from taxpayers in connection with the collection of local taxes that is received in confidence;
- Records protected by other City, state or federal laws.
- Records not yet in existence: The Act covers only records that already exist, and an agency cannot be required to create a record, list, or compilation. "Rolling requests" for future- generated records are not permitted.

Records Retention Principles

Determination of a particular record retention timeframe to be included in an approved record retention schedule shall be based on the applicable City, State, or Federal law, State of California Secretary of State Local Government Records Program, and/or a best practices analysis.

Specific Subject Matter Law

: Where a subject matter specific statute, regulation, or ordinance speaks to a particular record or the records of a particular City department or program, then an approved retention schedule may not provide for a retention period that is less than the minimum time frame contained in the subject matter specific law.

California Secretary of State Local Government Records Program

: Where a specific subject matter law does not control the retention period, an approved retention schedule may not provide for a retention period that is less than the minimum time frame contained in the California Secretary of State Local Government Records Program published guidelines and attachments regarding that record type.

Minimum Retention Otherwise

: Where neither a specific subject matter law nor the California Secretary of State Local Government Records Program published guidelines apply to a record, an approved retention schedule may not provide for a retention period that is less than two years from the date the record was initially created or received unless the lesser period is expressly approved by action of the City Council.

Permanent Records

: Some records, because of their enduring administrative, fiscal, legal or historical value, may be permanently retained at the discretion of the City. These values are based on an analysis of work processes, legal requirements, research needs, as well as other factors regarding how these records support the current work of the City.

Duplicate Records: Unless otherwise expressly required by law to be preserved for a certain period of time or in a certain format, duplicate records may be destroyed at any time, as long as an accurate paper or electronic reproduction is otherwise maintained in the custody of a City officer or department, and the reproduction is subject to an approved retention schedule.

Legal Holds: When a City department receives notice of an existing or anticipated lawsuit, that notice shall be immediately communicated to the City Attorney's Office. Upon notice of existing or anticipated litigation or upon request from the City Manager, City Clerk, or Department Director for investigative or review purpose, the Office of the City Attorney shall initiate a record hold to suspend operation of the applicable record retention schedule. Each department within the City shall have a designated person responsible for conveying this notice and implementing a record hold.

Disposition/Destruction of Records

The records classification and retention periods outlined in the City's Records Retention Schedule constitute legal authority for the retention and disposition of Official Records. The proper disposition of records helps protect vital records and ensures compliance with retention requirements. Proper record retention also helps improve the City's efficiency and lower the costs of file maintenance, retrieval, and storage.

There are several periods in the lifecycle of a record. They are commonly referred to as the active period, inactive period, and final disposition period.

The *active period* varies according to the record, but is generally characterized as a record that is used frequently during the course of business and should be readily accessible.

The *inactive period* is when the record's regular use declines but the record is still required to be held.

The *final disposition* is generally the end of the record's life and a final decision is made about the record. This can include the scanning of a record for electronic storage or destruction of the record.

Generally, each department is responsible for reviewing all records in its custody on an annual basis. Records that have reached the end of their retention period are to be destroyed pursuant to City's retention schedule and procedures. No records shall be destroyed until they meet the minimum retention period listed on the currently approved record retention schedule, and destruction is approved by the City Clerk and City Attorney. If changes to the retention period of a record on the City's Records Retention Schedule has occurred between the creation of the record and its planned destruction, departments will follow the current approved retention schedule. The City's records destruction procedures shall be followed which will be outlined in the City of Rocklin Records Retention Procedures Manual.

City of Rocklin Records Retention Schedule

Abbreviations and Acronyms

Cal.:	California
CBC:	California Building Code
CCP	State of California Code of Civil Procedure
CCR:	California Code of Regulations
CEQA:	California Environmental Quality Act
CFC:	California Fire Code
CFR8	Code of Federal Regulations
DOJ:	United States Department of Justice
EVC:	State of California Evidence Code
EC:	State of California Elections Code
GC:	State of California Government Code
HSC:	State of California Health and Safety Code
IFC:	International Fire Code
LC:	State of California Labor Code
OSHA:	Occupational Safety and Health Administration
PC:	State of California Penal Code
PCC:	State of California Public Contract Code
POST:	Commission on Peace Officer Standards and Training Policies, Manuals, or Directives
RTC:	State of California Revenue and Taxation Code
USC:	United States Code
WIC:	State of California Welfare and Institutions Code

Definition of Terms

Active: Record is kept by the City until all activity is completed then destroyed.

By File: Retention is determined on a file-by-file basis. This retention is limited to classification upon recommendation by Department.

Maturity: The date of which the principal amount of a bond is scheduled to be repaid to the bondholder.

Permanent: Retention of a record which has administrative, historical, fiscal or legal value to the public, the City or is required by law to be kept permanently.

Supersede: Record begins retention period upon receipt of a replacement document.

Term: Record is destroyed upon termination of the responsible manager.

Transfer: After completion of activity, the record is transferred to Department responsible for the original project. Retention is scheduled by the Department originating the project.

Until Sold: Record is kept by the City until the vehicle or equipment is sold or taken out of service. Record is placed with the vehicle/equipment or destroyed.

Years: Number of years record is required to be kept by the City before disposition or destruction.

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Administrative Services Department				
Finance/ Accounting	Accounts Payable – May include, but is not limited to: vendor invoices, payment vouchers, cleared checks, check registers, IRS 1099 Forms, IRS W9 Forms, CA Forms 587 and 590	Electronic	5 years	18 CCR 1698 21 CCR 31.6001-1 CCP 337 GC 12946 GC 34090
Finance/ Accounting	Accounts Receivable	Electronic & Paper	4 years	CCP 337 26 CFR 31.6001-1(e)(2)
Finance/ Accounting	Assets	Electronic & Paper	4 years	CCP 337 GC 34090
Finance/ Accounting	Bank Statements	Electronic & Paper	5 Years	26 CFR 1.6001-1
Finance/ Accounting	Budget Work Papers	Electronic	5 years	GC 34090
Finance/ Accounting	Tax Returns	Electronic	5 years	26 USC 31.6001-1 18 CCR 1698
Finance/ Accounting	Journal Entries	Electronic	5 years	CCP 337
Finance/ Accounting	Financial Audits & Reports	Electronic & Paper	Until superseded but not less than 5 years.	CCP 337/GC § 34090
Finance/ Accounting	Bond Financing Documents	Electronic & Paper	Maturity + 10 years	CCP 337.5 GC 34090 GC 53921
Finance/ Accounting	Dog & Business Licenses	Electronic & Paper	5 years	GC 34090 CCP 337 CCP 338
Finance/ Accounting	Grants: Including, but not limited to, applications, reports, contracts, and supporting documents.	Electronic & Paper	Unsuccessful Grant: 2 years Successful Grant: Per the requirements of the audit period of the grant, or Completion + 3 years, whichever is longer	CCP 337 GC 34090
Finance/ Accounting	Capital Improvement Program (CIP): Includes, but is not limited to: Supporting documents including	Electronic & Paper	10 years	CCP 337.15 GC 34090

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
	bidders lists, specifications, reports, plans, work orders, schedules			
Finance/ Accounting	Cash Receipts	Electronic & Paper	4 years	GC 34090
Finance/ Accounting	Agreements / Contracts	Electronic & Paper	Final Payment + 7 years	CCP 337 CCP 343 GC 8546.7
Finance/ Accounting	Construction Bonds	Paper	Maturity + 10 years	CCP 337.5 26 CFR 1.148-5
Finance/ Accounting	Developer Reimbursement *(Note: bond proceeds distributed to developers upon completion of construction.)*	Electronic & Paper	4 years	GC 34090
Finance/ Accounting	Surplus Property: Auction Disposal	Electronic & Paper	 Audit + 2 years Audit + 4 years	GC 34090
Finance/ Investment Management	Treasurer's Report	Electronic & Paper	5 years	CCP 337 GC 34090
Finance/ Investment Management	Investment Contracts	Electronic & Paper	7 years	CCP 337, 338 GC 945.6(a)(2), 8546.7, 34090, 53607
Finance/ Investment Management	Investment Analysis	Electronic & Paper	2 years	CCP 337, 338 GC 945.6(a)(2), 8546.7, 34090, 53607
Finance	Bond Offering Statements	Electronic & Paper	Maturity + 10 years	CCP 337.5
Finance/ Special Districts Administrations	Annual Assessment/Special Tax Calculations	Electronic & Paper	5 years	GC 34090
Finance/ Special Districts Administrations	Assessments/ Special Taxes Collected	Electronic & Paper	5 years	GC 34090
Finance/ Special Districts Administrations	Delinquency/ Foreclosure Records	Electronic & Paper	5 years	CCP 338

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Human Resources	Employee Personnel Files – May include, but is not limited to, applications, personnel documents, membership, employment referral records, performance evaluations, grievances concerning the employee, layoff notices, payroll authorization, education and training notices		Date of Separation + 5 years (For Police and Fire, Date of Separation + 10 years).	GC 12946 GC 34090
Human Resources	Job Descriptions	Electronic	Supersede + 5 years	29 CFR 1627.3 GC 12946 GC 34090
Human Resources	Recruitment / Job Posting / Application Records	Electronic & Paper	Separation +5 years	29 CFR 1607.4 29 CFR 1627.3 GC 12946 GC 34090 LC 1197.5
Human Resources	MOUs	Electronic	Permanent	29 CFR 516.5(b) 29 USC 211 29 USC 516.6 CCP 337 GC 12946 GC 34090
Human Resources	Negotiations – May include, but is not limited to: notes, notebooks, and correspondence	Electronic & Paper	Current MOU + 2 Previous Contracts	GC 34090
Human Resources	Pension Documents	Electronic & Paper	Date of Separation or Plan Termination + 3 years	29 CFR 1627.3 29 CFR 516.5
Human Resources	Pre-employment Records – Hired	Electronic	Length of Employment + 5 years	29 CFR 1602.3 GC 12946 GC 34090 LC 1174
Human Resources	Pre-employment Records – Not Hired	Electronic	4 years	29 CFR 1602.31 29 CFR 1627.4 GC 12946 GC 34090
Human Resources	Salary Schedules	Electronic	Permanent	GC 12946 GC 34090
Human Resources	Unemployment Compensation		7 years	GC 34090

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Human Resources/ Risk Management	Worker's Compensation Records – may include, but not limited to, documents listed below. Worker's Compensation Indemnity Claims Pre-designated Doctors Work Related Exposure Records: 30 years Employee First Aid Records and Worker's Compensation Incidents Claim files	Electronic	Separation +10 or Termination + 10 or listed retention period (whichever is longer)	29 CFR 1910.1020 8 CCR 15400.2 8 CCR 3204 8 CCR 5144 8 CCR 10102 GC 12946 GC 34090
Human Resources/Payroll	Annual 1095's & Associated Reports	Electronic & Paper	6 years	26 CFR 1.6001-1 26 CFR 31.6001 29 CFR 516.5-516.6 GC 34090
Human Resources/Payroll	Annual W-2's & Associated Reports	Electronic & Paper	6 years	26 CFR 1.6001-1 26 CFR 31.6001-1 29 CFR 516.5-516.6 GC 34090
Human Resources/Payroll	Pay Advices	Electronic	6 years	26 CFR 1.6001-1 26 CFR 31.6001-1 GC 34090
Human Resources/Payroll	Payroll Adjustments	Electronic & Paper	6 years	26 CFR 1.6001-1 26 CFR 31.6001 29 CFR 516.5-516.6 GC 34090
Human Resources/Payroll	Payroll Liability Payments	Electronic & Paper	6 years	26 CFR 1.6001-1 26 CFR 31.6001 29 CFR 516.5-516.6 GC 34090
Human Resources/Payroll	Payroll Processing Documents	Electronic & Paper	6 years	26 CFR 1.6001-1 26 CFR 31.6001 29 CFR 516.5-516.6 GC 34090
Human Resources/Payroll	Quarterly Tax Reports/Filing	Electronic & Paper	6 years	26 CFR 1.6001-1 26 CFR 31.6001 GC 34090

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Human Resources/Payroll	Timesheets	Electronic & Paper	4 years	GC 12946 GC 34090 LC 1174
Human Resources/ Risk Management	Insurance Certificate		Term + 10 years	CCP 337
Human Resources/ Risk Management	Insurance Renewal Work Papers & Applications		2 years	GC 34090
Human Resources/ Risk Management	Incident Reports		7 years	CFC 104.6 GC 34090
Human Resources/ Risk Management	Release of Liability Acknowledgment of Risk		5 years	GC 34090
Information Technology	Agreements/Contracts	Electronic	Termination or Completion +10 years	CCP 337 CCP 343 GC 8546.7
Information Technology	Bids, Requests for Proposals (RFP), Requests for Quotes (RFQ): May include, but is not limited to: requests for proposals (RFP), requests for qualifications (RFQ), bid exemption documents, bid and quote lists, notices of bid opening and award, comparison summaries, spreadsheets, tabulation worksheets, bid advertising records, tally sheets, bid specifications, bid award letter and other related correspondence or records.	Electronic	Unsuccessful Bids 2 years Successful Bids 10 years	GC 34090 CCP 337 CCP 337.15
Information Technology	Correspondence – May include, but is not limited to: Email, Instant Message, Teams Chat	Electronic	2 years	GC 34090
Information Technology	Inventory Lists	Electronic	2 years	GC 34090
Information Technology	Warranty/Maintenance of Equipment	Electronic	Life of Equipment or 2 years, whichever is greater	GC 34090

City Attorney's Office

City Attorney Services	Advice Files: Includes, but is not limited to: All legal documents relating to subject	Conclusion of matter + 5 years	GC 34090
City Attorney Services	Closed Session Materials: Includes, but is not limited to: Memorandum, legal advice, staff reports and other supporting documentation, correspondence	Until no longer required but no shorter than 2 years	GC 34090
Litigation	Code Enforcement & Nuisance Abatement: Litigation Files (Code Enforcement keeps pre-litigation files)	Case resolution + 5 years	GC 34090
City Attorney Services	Collections: Includes, but is not limited to: Liens and other records related to collection of a debt	Lien release or date debt satisfied + 5 years	GC 34090
City Attorney Services	Correspondence	Until no longer needed, but no shorter than 2 years	GC 34090
City Attorney Services	Criminal Prosecution Files: Includes, but is not limited to: All documents relating to case, such as moving papers, legal analysis, memorandum, correspondence	Conclusion of case + 5 years	GC 34090
City Attorney Services	Legal Opinions & Advisory Memos	Permanent	GC 34090
Litigation	Litigation Files: Includes, but is not limited to: All documents relating to case, such as moving papers, legal analysis, memorandum, correspondence	Until no longer required, but not shorter than 5 years	CCP 337 GC 911.2 GC 34090 PC 832.5
City Attorney Services	Outside Counsel Agreements: Includes, but is not limited to: Retainer letters, RFQ/Proposals, Contracts, Billing Records	Lifetime of matter for which firm is retained, but no shorter than 2 years	GC 34090
Litigation	Pitchess Motions: Includes, but is not limited to: Moving papers and other related case documents	Until no longer required, but no shorter than 5 years	GC 34090
City Attorney Services	Settlement Agreements	Permanent	GC 34090
City Attorney Services	Weapons Petitions: Includes, but is not limited to: Moving papers and other related case documents	Until no longer required, but no shorter than 2 years	GC 34090

Department/Division	Description of Record	Medium	Retention	Statutory Reference
City Clerk's Office				
City Clerk	Affidavits of Publication	Electronic & Paper	4 years	CCP 343 GC 34090 GC 54960.1(c)(1)
City Clerk	Administrative Hearings	Electronic & Paper	Final Decision + 2 years	GC 34090
City Clerk	Administrative/ Policies & Procedures Handbooks and Manuals	Electronic & Paper	Superseded + 2 years	GC 34090
City Clerk	Agreements/ Contracts / Change Orders Franchise Agreements	Electronic & Paper Electronic & Paper	Termination or Completion +10 years Permanent	CCP 337 CCP 337.15 CCP 343 GC 8546.7
City Clerk	Bids, Requests for Proposals (RFP), Requests for Quotes (RFQ): May include, but is not limited to: requests for proposals (RFP), requests for qualifications (RFQ), bid exemption documents, bid and quote lists, notices of bid opening and award, comparison summaries, spreadsheets, tabulation worksheets, bid advertising records, tally sheets, bid specifications, bid award letter and other related correspondence or records.	Electronic & Paper	Unsuccessful Bids 2 years Successful Bids 10 years	GC 34090 CCP 337 CCP 337.15
City Clerk	Boards, Commissions, and Committees: Applications of Members Selected Applications of Members Not Selected	Electronic	 Term + 2 years 2 years	GC 34090
City Clerk	Ceremonial Documents /Proclamations *Note*: Retain permanently if deemed administrative, legal, fiscal and/or historical value.	Electronic	2 years	GC 34090
City Clerk	Claims Against the City	Electronic & Paper	Final Resolution + 5 years	CCP 337 CCP 343 GC 34090

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
City Clerk	Correspondence	Electronic & Paper	2 years	GC 34090
City Clerk	Digital Recordings: Video and/or audio recordings of Brown Act bodies, including City Council, Planning Commission, Community Recognition Commission, Arts Commission, Parks and Recreation Commission	Electronic	Permanent	GC 34090
City Clerk	Elections	Electronic & Paper		
	Ballot Measure			
	Petitions		2 years	EC 17200
	Unsuccessful Candidate Statements		7 years	GC 81009
	Successful Candidate Statements		Permanent	GC 81009
	Election Results		Permanent	EC 17200, EC 17300, EC 17400, GC 34090
	Nomination Papers		Term + 4 years	EC 17100(a)
	Oath of Office		Term + 6 years	29 USC 1113
City Clerk	Fair Political Practices (FPPC) Forms: Campaign Disclosure Records Elected Candidate Unsuccessful Candidate Statement of Economic Interests (Form 700) *Note*: Transitory Record - maintain indefinitely or until data is transferred to a new tracking system. Form Series 400 - Officeholders including committees supporting or opposing: permanent Unsuccessful candidates: filing date + 5 years All others not listed above: filing date + 7 year Form 700: filing date + 7 years Form Series 800: filing date + 7 years	Electronic & Paper	 Permanent 5 years Term + 7 years	GC 81009(a-g) GC 34090
City Clerk	Financing Districts	Electronic & Paper	Permanent	GC 34090
City Clerk	Grand Jury Reports	Electronic	20 years	GC 34090

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
City Clerk	Insurance Certificates	Electronic & Paper	Expiration +10 years	CCP 337.15 GC 34090
City Clerk	Legislative Documents (City Council) Agendas & Agenda Packets Minutes Digital Recordings Ordinances Resolutions	Electronic & Paper	Permanent	GC 34090
City Clerk	Municipal Bond Issues		Permanent	GC 34090
City Clerk	Public Comment Cards	Electronic & Paper	2 years	GC 34090
City Clerk	Public Notices	Electronic	4 years or completion of project + 4 years	CCP 343 GC 34090 GC 54960.1(c)(1)
City Clerk	Public Records Requests	Electronic & Paper	Completion + 2 years	GC 34090
City Clerk	Recorded Documents	Electronic & Paper	Permanent	GC 34090
City Clerk	Summons/ Subpoenas	Electronic & Paper	2 years	GC 34090
City Clerk	Training Certificates/Logs (Ethics & Harassment Prevention)	Electronic	Date of Document + 5	GC 53235.2 (b) GC 53237.2 (b) GC 34090

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Department/Division	Description of Record	Medium	Retention	Statutory Reference
City Manager's Office				
City Manager - Administration	Administrative Policies & Procedures	Electronic	Supersede + 2 years	GC 34090
City Manager - Administration	Annual & Special Reports *Note*: Records considered historical in value are typically kept permanently.	Electronic	2 years	GC 34090
City Manager - Administration	Arts Commission Agendas & Agenda Packets Digital Recordings Minutes		Permanent	GC 34090
City Manager - Administration	Community Recognition Commission Agendas & Agenda Packets Digital Recordings Minutes		Permanent	GC 34090
City Manager - Administration	Contracts	Electronic	Termination or Completion +10 years	CCP 337 CCP 337.15 CCP 343 GC 8546.7
City Manager - Administration	Correspondence	Electronic & Paper	2 years	GC 34090
City Manager - Administration	Events – City Sponsored *Note*: Records considered historical in value are typically kept permanently.	Electronic	2 years after event or Permanent	GC 34090
City Manager - Administration	Grant Records – May include, but not limited to: applications including project proposals, summaries, objectives, activities, budgets, exhibits, an aware notification, grant evaluation records and recommendations concerning grant applications, grant administration records including progress reports, budgets, project objectives, proposals, and summaries, record documents allocation of funds, contracts, records monitoring project plans and measuring achievement, equipment inventories, financial	Electronic	Unsuccessful Grant: 2 years Successful Grant: Per the requirements of the audit period of the grant, or Final Payment + 6 years, whichever is longer	2 CFR 200.334-338 21 CFR 1403.36(i)(11) 24 CFR 91.105(h) 24 CFR 570.502(a)(7)(i)(a) 29 CFR 97.36(i)(11) 29 CFR 97.42(b) GC 34090

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
	reports, accounting records, audit reports, expenditure reports, and related correspondence and documentation.			
City Manager - Administration	Invoices	Electronic	6 years	26 CFR 31.6001-1(e)(2) GC 34090
City Manager - Administration	Legislative Affairs – May include, but not limited to: letters of support/opposition	Electronic	2 years	GC 34090
City Manager – Administration	Bids, Requests for Proposals (RFP), Requests for Quotes (RFQ): May include, but is not limited to: requests for proposals (RFP), requests for qualifications (RFQ), bid exemption documents, bid and quote lists, notices of bid opening and award, comparison summaries, spreadsheets, tabulation worksheets, bid advertising records, tally sheets, bid specifications, bid award letter and other related correspondence or records.	Electronic & Paper	Unsuccessful Bids 2 years Successful Bids 10 years	GC 34090 CCP 337 CCP 337.15
City Manager – Administration	Surveys and Questionnaires (For citizen feedback and engagement)	Electronic	Survey/Questionnaire Closing Date+ 2 years	GC 34090
Communications	Historical Photos	Electronic	Permanent	GC 34090
Communications	Press Releases / News items	Electronic	2 years	GC 34090
Communications	Social Media Content	Electronic	2 years	GC 34090 GC 7920.530 GC 7920.545
Communications	Weekly E-Newsletter *Note*: Records considered historical in value are typically kept permanently.	Electronic	Current year +2 years or Permanent if deemed Historical	GC 34090
Housing	Affordable Housing Developments – Deed Restriction	Electronic & Paper	5 years after the Affordability Period	2 CFR 200.334 24 CFR 570.502(a)

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City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
			Terminates or the Written Agreement Terminates, whichever is longer	24 CFR 92.508(a)&(c) 24 CFR 982.158, 884.214 29 CFR 97.42 GC 34090
Housing	Affordable Housing Developments w/out Recapture / Resale Restriction *Note*: HUD requires 5 years after the agreement terminates; consistent with Consolidated Plan Requirements; required for 3-4 years from expenditure or performance report.	Electronic	Loan Payout + 5 years	2 CFR 200.334; 24 CFR 570.502(a) 24 CFR 884.214 24 CFR 92.508(a)&(c) 24 CFR 982.158 29 CFR 97.42 GC 34090
Housing	Community Development Block Grant	Electronic	Final Payment + 5 years	24 CFR 570.502 24 CFR 85.42 GC 34090
Housing	First Time Homebuyers: May include, but is not limited to: covenants and documents related to allocation of funds to program recipients	Electronic & Paper	10 years	GC 34090
Housing	Grants: May include, but is not limited to: applications including project proposals, summaries, objectives, activities, budgets, exhibits, an aware notification, grant evaluation records and recommendations concerning grant applications, grant administration records including progress reports, budgets, project objectives, proposals, and summaries, records documents allocation of funds, contracts, records monitoring project plans and measuring achievement, equipment inventories, financial reports, accounting records, audit reports, expenditure reports, and related correspondence and documentation	Electronic & Paper	5 years	GC 34090
Redevelopment	Projects/Studies		Permanent	GC 34090
Redevelopment	Advisory Committee Agendas		Permanent	GC 34090
Redevelopment	Advisory Committee Minutes		Permanent	GC 34090
Redevelopment	Advisory Committee Reports		Permanent	GC 34090

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Community Development Department				
Administration	Architectural Review Committee: Agendas and Agenda Packets Digital Recordings Minutes	Electronic & Paper	Permanent	GC 34090
Administration	Bids, Requests for Proposals (RFP), Requests for Quotes (RFQ): May include, but is not limited to: requests for proposals (RFP), requests for qualifications (RFQ), bid exemption documents, bid and quote lists, notices of bid opening and award, comparison summaries, spreadsheets, tabulation worksheets, bid advertising records, tally sheets, bid specifications, bid award letter and other related correspondence or records.	Electronic & Paper	Unsuccessful Bids 2 years Successful Bids 10 years	CCP 337 CCP 337.15 GC 34090
Administration	Board of Appeals: Agendas and Agenda Packets Digital Recordings Minutes	Electronic & Paper	Permanent	GC 34090
Administration	Contracts / Agreements	Electronic & Paper	Termination or Completion + 10 years	CCP 337.15 GC 8546.7 GC 34090
Administration	Grant Files: May include, but not limited to: applications including project proposals, summaries, objectives, activities, budgets, exhibits, an aware notification, grant evaluation records and recommendations concerning grant applications, grant administration records including progress reports, budgets, project objectives, proposals, and summaries, record documents allocation of funds, contracts, records monitoring project plans and measuring achievement, equipment inventories, financial reports, accounting records, audit reports, expenditure reports, and related correspondence and documentation.	Electronic & Paper	Completion + 4 years	GC 34090

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City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Administration	Noticing / Proof of Publications	Electronic	4 years	GC 34090
Administration	Planning Commission: Agendas and Agenda Packets Digital Recordings Exhibits Minutes Resolutions	Electronic & Paper	Permanent	GC 34090
Administration	Policies and Procedures	Electronic & Paper	Superseded + 2 years	GC 34090
Building	Building Permits	Electronic	Permanent	CBC 1.8.4.3.1 GC 34090 HSC 19850
Building	Building Plans	Electronic & Paper	Permanent	CBC 1.8.4.3.1 CCP 337 GC 34090 HSC 19850
Building	Certificates of Occupancy	Electronic	Permanent	CBC 1.8.4.3.1 CCP 337 GC 34090 HSC 19850
Building	Inspection Documents – May include, but is not limited to: plans, photos, correction notices, special reports and mechanical specifications, field documents, etc.	Electronic & Paper	5 years	CCP 337 GC 34090 HSC 19850
Code Enforcement	Abandoned Shopping Cart Prevention Plans	Electronic	Superseded + 2 years	GC 34090
Code Enforcement	Case Files	Electronic	Case Closure + 2 years	GC 34090
Code Enforcement	GIS Field Maps	Electronic	Permanent	GC 34090
Code Enforcement	Permits – May include, but is not limited to: permits issued by Code Enforcement, records supporting permit applications, approvals, renewals, extensions, and denials.	Electronic	Expiration + 2 years	GC 34090
Code Enforcement	Standard Operating Procedures	Electronic	Superseded + 2 years	GC 34090

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City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Engineering	Applications – May include, but is not limited to: application, records supporting application, approvals, renewals, extensions, and denials.	Electronic	Permanent	GC 34090 GC 4003 GC 4004 HSC 19850
Engineering	Approved Improvement Plans	Electronic	Permanent	CCP 337 GC 34090
Engineering	Bridges and Overpasses – May include, but is not limited to: inspection reports, blueprints, maintenance logs.	Electronic & Paper	Life of Structure	GC 34090
Engineering	Contract Documents	Electronic	Termination or Completion +10 years	CCP 337 CCP 337.15 CCP 343 GC 8546.7
Engineering	Daily Inspection Reports	Electronic	Completion + 10 years	CCP 337 GC 34090
Engineering	Drainage Calculations	Electronic	Permanent	GC 34090 HSC 19850
Engineering	Engineering Capital Improvement Project Files	Electronic & Paper	Permanent	GC 34090
Engineering	FEMA - Flood Zone	Electronic	Permanent	GC 34090
Engineering	Grant of Easements and Right of Way	Electronic & Paper	Permanent	14 CCR 15095(c) CCP 337 GC 34090
Engineering	Lot Line Adjustments	Electronic	Permanent	GC 34090
Engineering	Recorded Maps	Electronic	Permanent	GC 34090
Engineering	Soils Reports	Electronic	Permanent	GC 34090
Engineering	Speed Surveys		Superseded + 2 years	GC 34090
Engineering	Street Vacations and Easements		Permanent	GC 34090
Engineering	Structural Calculations	Electronic	Permanent	GC 34090 HSC 19850
Engineering	Title Reports	Electronic	5 years	GC 34090

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Planning	Administrative Variances	Electronic	Permanent	GC 34090
Planning	CEQA Filings: Including, but not limited to: Notices of Preparation (NOPs) of Draft Environmental Impact Reports (EIR); Draft EIR; Draft Environmental Documents; Draft Environmental Impact Statements, Environmental Assessments, Findings of No Significant Impact, Notices of Determination and Notices of Exemption.	Electronic & Paper	Permanent	14 CCR 15095(c) GC 34090 CEQA Statute & Guidelines
Planning	Home Occupation Permits – May include, but is not limited to: permits, records supporting permit applications, approvals, renewals, extensions, and denials.	Electronic	Permanent	CBC 1.8.4.3.1 CCP 337 GC 34090 HSC 19850
Planning	Mobile Pushcart Permits – May include, but is not limited to: permits, records supporting permit applications, approvals, renewals, extensions, and denials.	Electronic	Expiration + 2 years	GC 34090
Planning	Oak Tree Removal Permits – May include, but is not limited to: permits, records supporting permit applications, approvals, renewals, extensions, and denials.	Electronic	Expiration + 3 years	GC 34090
Planning	Planning and Zoning Project Files – May include, but is not limited to: applications, exhibits, environmental documents.	Electronic & Paper	Project Completion + 10 years or Permanent if deemed historic	14 CCR 15095(c) GC 34090
Planning	Sign Permits – May include, but is not limited to: permits, records supporting permit applications, approvals, renewals, extensions, and denials.	Electronic	Permanent	GC 34090
Planning	Special Event Permits – May include, but is not limited to: permits, records supporting permit applications, approvals, renewals, extensions, and denials.	Electronic	Expiration + 2 years	GC 34090
Planning	Zoning Interpretation (by correspondence or memo from CDD Director or designee, or Planning Commission)	Electronic & Paper	Permanent	GC 34090

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City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Fire Department				
Administration	Fire Accounts/Receivables	Electronic	5 years	GC 34090
Administration	First Responder Fee Waivers	Electronic & Paper	2 years	GC 34090
Administration	Historic Fire Admin Records (Admin Documents, Fire Plans, Council Staff Reports, etc.) *Note*: Records considered historical in value are typically kept permanently.	Electronic	Permanent	GC 34090
Administration	Policy & Procedures	Electronic & Paper	Supersede + 5 years	GC 34090
Administration	Station Logs	Electronic & Paper	5 years	GC 34090
Operations	Fire Incident Reports	Electronic	Permanent	GC 34090 CFC 104.6
Operations	Fire Investigations (Arson)	Electronic & Media	Permanent	CCP 338
Operations	Prehospital Care Reports	Electronic	7 years	22 CCR 70751 CCP 340.5 CCP 340.8 GC 34090
Operations	Target Solutions/Vector (Training) *Note*: Transitory Record - maintain while active or until data is transferred to a new tracking system.	Electronic	Permanent	GC 12946 GC 34090
Operations	Vector Check-It (Narcotics, Apparatus, SCBA) *Note*: Transitory Record - maintain while active or until data is transferred to a new tracking system.	Electronic	Permanent	CCP 340.5 CCP 340.8 GC 12946 GC 34090
Prevention	Brycer Compliance (Inspections) *Note*: Transitory Record: - maintain indefinitely or until data is transferred to a new tracking system.	Electronic	Indefinite (Minimum 5 years)	GC 34090 CFC 104.6
Prevention	Fire Inspections	Electronic	5 years	CFC 104.6
Prevention	Fire Plans	Electronic & Paper	Permanent	CCP 337.15 GC 34090 GC 4003-4004

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
				HSC 19850-19852
Prevention	Hydrant, Hose & Ladder Records	Electronic & Paper	5 years	GC 34090
Training	Department Training Logs & Records	Electronic & Paper	Indefinite	GC 34090
Training	Personal Protective Gear Inspection & Maintenance	Electronic & Paper	Indefinite	GC 34090
Training	Annual Mask Fit Testing	Electronic & Paper	Permanent	GC 34090

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Parks & Recreation Department

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Parks	All Park Plans / As-Builts	Electronic & Paper	Permanent	CCP 337.15 GC 34090 GC 4003-4004 HSC 19850-19852
Parks	Cell Tower Agreements & Plans	Electronic	Permanent	CCP 337.15 GC 34090 GC 4003-4004 HSC 19850-19852
Parks	Division Safety Meeting Sign-In Sheets	Electronic & Paper	Separation + 5 years	GC 12946 GC 34090
Parks	Land Acquisitions	Electronic & Paper	Permanent	GC 34090
Parks	Maintenance / Repairs	Electronic & Paper	2 years	GC 34090
Parks	Park Inspection Reports	Electronic	Completion + 5 years	CCP 338 GC 34090
Recreation	Facility and Park Rental Permits	Electronic & Paper	Expiration + 4	CCP 337 CCP 343 GC 34090
Recreation	Instruction & Event Contracts	Electronic	Expiration + 4	CCP 337 CCP 343 GC 34090
Recreation	Recreation Program Registration Forms	Electronic	2 years	GC 34090
Recreation	Volunteer Program Participants Information *Note*: Transitory Record - maintain indefinitely or until data is transferred to a new tracking system.	Electronic	2 years	GC 34090
Parks & Recreation	Accounts Payable	Electronic	6 years	26 CFR 31.6001-1(e)(2) GC 34090
Parks & Recreation	Cash Receipts	Electronic	Final Payment + 7	CCP 337 GC 34090
Parks & Recreation	City Council Reports *Note:* Original Council Reports retained permanently by the City Clerk's Office.	Electronic	2 years	GC 34090

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Parks & Recreation	Director and Manager Administrative Files	Electronic	Supersede or completion + 2 years	GC 34090
Parks & Recreation	Grants, Project Proposals and Bid Documents: May include, but is not limited to: requests for proposals (RFP), requests for qualifications (RFQ), bid exemption documents, bid and quote lists, notices of bid opening and award, comparison summaries, spreadsheets, tabulation worksheets, bid advertising records, tally sheets, bid specifications, bid award letter and other related correspondence or records.	Electronic	Final Payment + 6 years	2 CFR 200.334-338 21 CFR 1403.36(i)(11) 24 CFR 91.105(h) 24 CFR 570.502(a)(7)(i)(a) 29 CFR 97.36(i)(11) 29 CFR 97.42(b) GC 34090(d)
Parks & Recreation	Incident/Injury Reports	Electronic	Settlement or Closure + 5 years	29 CFR 1904.33(a)
Parks & Recreation	Marketing and Social Media Materials	Electronic	2 years	GC 34090 GC 7920.530 GC 7920.545
Parks & Recreation	Parks and Recreation Commission: Agendas & Agenda Packets Digital Recordings Minutes Resolutions	Electronic	Permanent	GC 34090
Parks & Recreation	Purchase Orders	Electronic	Final Payment + 4 years	CCP 337 GC 34090 GC 7920.530 GC 7920.545

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Department/Division	Description of Record	Medium	Retention	Statutory Reference
Police Department				
Administration	Background Investigation Files (Hired)	Paper	Termination + 5 Years	GC 34090
Administration	Background Investigation Files (Non-Hired)	Paper	Closed + 5 Years	GC 34090
Administration	Complaints And Grievances – Exonerated	Electronic	Exoneration + 5 Years	PC 832.5(b)
Administration	Complaints And Grievances – Upheld	Electronic	Final Determination + 15 Years	2 CCR 26 PC 832.5(b)
Administration	Grants/Audits/Applications	Electronic	Current Year + 5 Years or requirements of grant, whichever is longer	GC 34090
Administration	Internal Affairs Investigation arising out of a Citizen Complaint	Electronic	No Misconduct: Final Determination + 5 Years Finding of Misconduct: Final Determination + 15 Years	EVC 1045 GC 12946 GC 34090 PC 832.5
Administration	Internal Affairs/Internal Complaints	Electronic	Disposition Date + 5 Years	GC 12946 GC 34090 PC 801.5
Administration	Internal Affairs/Officer Involved Death Investigation	Electronic	Disposition Date + 25 Years On Officer Involved Shooting	EVC 1045 GC 12946 GC 34090 PC 801.5 PC 832.5
Administration	Press Releases	Electronic	Current Year + 2 Years	GC 34090
Administration	Reports or Studies of Law Enforcement Operations	Electronic	Current Year + 2 Years	GC 34090 POST

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Administration	Timekeeping Documents	Electronic	Current Year + 5 Years	GC 12946 GC 34090
Administration	Training Records – All Staff, Misc. Topics	Electronic	Termination + 5 Years	GC 34090 POST
Administration	Training Records – Peace Officer for Range/Firearms	Electronic	Current Year + 2 Years	GC 12946 GC 34090 POST
Custodian of Records	Audio Recordings: Routine and Emergency Phone Calls and Radio Traffic for All Recorded Channels/Frequencies	Electronic	Current Year + 100 Days	GC 34090.6(a)
Custodian of Records	Audio/Video Recordings: In-Car or Personal Body-Worn Camera (BWC) (EVIDENTIARY)	Electronic	Current Year + 2 Years +100 Days Following Conclusion of Any/All Court Actions	GC 34090.6(c) PC 832.18
Custodian of Records	Audio/Video Recordings: In-Car or Personal Body-Worn Camera (BWC) (NON-EVIDENTIARY)	Electronic	Current Year + 1 Year	GC 34090.6(c) PC 832.18
Custodian of Records	Audio/Video Recordings: Interior Facility, Parking Lot, Or Campus, And Other City Locations	Electronic	Current Year+ 1 Year	GC 34090.6
Custodian of Records	Audio/Video Recordings: Interview or Case Investigation	Electronic	Per Retention Schedule of Affiliated Cases	GC 34090
Custodian of Records	Citation: Administrative, Traffic, and Parking	Electronic	Current Year +2 Years	GC 34090
Custodian of Records	Department Equipment Manuals	Electronic	Life of equipment + 2 Years.	GC 34090
Custodian of Records	District Attorney or Discovery Requests for Records	Electronic	Date of Request + 2 Years.	GC 34090
Custodian of Records	Evidence Log; Property and Court Disposition Documents	Electronic	Case Adjudication + 2 years	GC 34090
Custodian of Records	Field Interview Log	Electronic	Current Year+ 2 Years	GC 34090
Custodian of Records	Live Scan Applications and Associated Documents	Electronic	Current Year + 2 Years.	GC 34090

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City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Custodian of Records	Permit Applications and Associated Documents (Massage, Taxi, Bingo, etc.)	Electronic	Date of application (if denied) or date of permit expiration if issued + 2 Years	GC 34090
Custodian of Records	Permit Log: Parking, CCW	Electronic	Date info. is logged by PD + 2 Years	GC 34090
Custodian of Records	Records Management System (RMS)	Electronic	Permanent	GC 34090
Custodian of Records	Registration: Sex, Arson, Gang	Electronic	Permanent	HSC 11594 PC 457.1 PC 290
Custodian of Records	Report: Felonies and/or Aggravated Assault Sex Crimes	Electronic	Permanent	PC 290 PC 800
Custodian of Records	Report: Felonies/Capital Crimes	Electronic	Permanent	PC799
Custodian of Records	Report: Firearms Lost or Stolen (Not Recovered)	Electronic	Permanent	DOJ File GC 34090
Custodian of Records	Report: Impounded or Stored Vehicle	Electronic	Current Year + 2 Years	GC 34090
Custodian of Records	Report: Located Missing Person	Electronic	Current Year + 2 Years	GC 34090
Custodian of Records	Report: Missing Person (Not Located)	Electronic	Permanent	GC 34090
Custodian of Records	Report: Services (Non-Criminal)	Electronic	Current Year + 2 Years	GC 34090
Custodian of Records	Report: Stolen Vehicle	Electronic	Current Year + 10 Years	GC 34090
Custodian of Records	Report: Misdemeanor/Infractions and All Other Non-Felony Crime Reports	Electronic	Current Year + 2 Years	GC 34090
Custodian of Records	Ride/Sit-Along Applications	Electronic	Current Year + 2 Years	GC 34090
Custodian of Records	Sealed Adult Arrest Reports	Electronic	Court Order/Date of Arrest + 3 Years	PC 851.8
Custodian of Records	Sealed Juvenile Arrest Reports	Electronic	Court Order/Sealing Date+ 5 Years	WIC 781(d)

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City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Custodian of Records	Statistical Reports (Annual Report, Monthly "Dashboard," UCR, MACR, etc.	Electronic	Current Year + 5 Years	GC 34090
Custodian of Records	Subpoena Log	Electronic	Current Year + 2 Years.	GC 34090
Custodian of Records	Tow Log	Electronic	Current Year + 2 Years	GC 34090
Investigations	Asset Forfeiture Proceedings and Documentation	Electronic	Closed / Completed + 2 Years	GC 34090
Investigations	Criminal History Files (CORI) Used for Investigation Purposes	Electronic	Current Year + 2 Years (For Auditing Purposes Only)	GC 34090
Investigations	Outside Reporter SCAR Reports	Electronic & Hard Copy	Current Year + 2 Years	GC 34090

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Department/Division	Description of Record	Medium	Retention	Statutory Reference
Public Works Department				
Administration	Agreements/Contracts	Electronic	Termination or Completion +7 years	CCP 337 CCP 343 GC 8546.7
Administration	Associations/Memberships	Electronic	Expiration + 2 years	GC 34090
Administration	Bids, Requests for Proposals (RFP), Requests for Quotes (RFQ): May include, but is not limited to: requests for proposals (RFP), requests for qualifications (RFQ), bid exemption documents, bid and quote lists, notices of bid opening and award, comparison summaries, spreadsheets, tabulation worksheets, bid advertising records, tally sheets, bid specifications, bid award letter and other related correspondence or records.	Electronic & Paper	Unsuccessful Bids 2 years Successful Bids 10 years	GC 34090 CCP 337 CCP 337.15
Administration	Correspondence	Electronic	2 years	CCP 337 CCP 343 GC 34090
Administration	Department of Pesticide Records	Electronic	2 years	GC 34090
Administration	Permits – May include, but is not limited to: permits, records supporting permit applications, approvals, renewals, extensions, and denials.	Electronic	Permanent	14 CCR 15095(c) GC 34090
Administration	Public Works Emergency Plan	Electronic	Permanent	GC 34090
Administration	Safety and Training	Electronic	Recertification + 5 years	29 CFR 1627.3(b)(ii) GC 12946 GC 34090 GC 53235.2(b) GC 53237.2(b)
Administration	Solid Waste Management Correspondence	Electronic	2 years	GC 34090
Administration	Weed Abatement	Electronic	2 years	GC 34090
Environmental	Agreements/Permits – May include, but is not limited to: agreements, permits, records supporting permit applications, records related to	Electronic	Termination or Completion + 10 years	CCP 337 CCP 343 GC 8546.7

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City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
	negotiations leading to agreements, approvals, renewals, extensions, and denials.			
Environmental	Correspondence	Electronic & Paper	2 years	GC 34090
Environmental	Creek Maintenance Reports	Electronic	2 years	GC 34090
Environmental	Flood Incident Reports	Electronic	10 years	GC 34090
Environmental	Open Space Records	Electronic	10 years	GC 34090
Facilities	Correspondence	Electronic & Paper	2 years	GC 34090
Facilities	Development/Construction	Electronic	Permanent	GC 34090 GC 4004 HSC 19850
Facilities	Facility Repair and Maintenance	Electronic	Completion + 2 years	GC 34090
Facilities	Operating Permits	Electronic	Superseded + 2 years	GC 34090
Facilities	Safety Inspections	Electronic	Permanent	GC 34090
Fleet	Aboveground Storage Tanks – May include, but is not limited to: maintenance records and inspection reports.	Electronic	Permanent	GC 34090 HSC 19850
Fleet	Correspondence	Electronic & Paper	2 years	GC 34090
Fleet	Fleet Management Records	Electronic	Life of Vehicle + 3 years	3 CCR 1234(f) 49 CFR 396.21(b)(1) 49 CFR 396.3 8 CCR 3203(b)(1) CCP 337
Fleet	Fuel Transaction Logs	Electronic	4 years	CCP 343 GC 34090
Fleet	Hazardous Communication Plan	Electronic	Permanent	GC 34090
Fleet	Hazardous Material Disposal Report	Electronic	Current Year + 10 years	22 CFR 66262.40 22 CFR 66264.71(b)(6) 40 CFR 122.21(p)

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
				GC 34090
Fleet	Safety and Training Records	Electronic	Recertification + 5 years	29 CFR 1627.3(b)(ii) GC 12946 GC 34090 GC 53235.2(b) GC 53237.2(b)
Fleet	Spill Prevention/Countermeasure Control Plan	Electronic	Superseded + 5 years	GC 34090
Fleet	State and Federal Compliance Reports/Records	Electronic	Permanent	GC 34090
Fleet	Vehicle Maintenance Records	Electronic	Life of Vehicle + 3 years, no shorter 4 years total.	CCP 337 CCP 343 GC 34090
Landscape	Correspondence	Electronic	2 years	GC 34090
Landscape	Inspections	Electronic	Completion + 4 years	GC 34090
Landscape	Landscape Repair and Maintenance	Electronic	Completion + 2 years	GC 34090
Landscape	Maps/Plans	Electronic	Permanent	14 CCR 15095(c) CCP 337 GC 34090
Landscape	Specifications – May include, but is not limited to: Drawings, photos, reports	Electronic	Permanent	GC 34090
Streets	Correspondence	Electronic & Paper	2 years	GC 34090
Streets	Maps/Plans	Electronic	Permanent	14 CCR 15095(c) CCP 337 GC 34090
Streets	Permits – May include, but is not limited to: permits, records supporting permit applications, approvals, renewals, extensions, and denials.	Electronic	Completion + 7 years	GC 34090
Streets	Street Repair and Maintenance	Electronic	Completion + 2 years	GC 34090
Traffic	Correspondence	Electronic	2 years	GC 34090
Traffic	Maps/Plans Streetlights	Electronic	Permanent	14 CCR 15095(c) CCP 337 GC 34090

City of Rocklin Records Retention Schedule

Department/Division	Description of Record	Medium	Retention	Statutory Reference
Traffic	**Traffic Safety**: May include, but is not limited to: Traffic counts, Traffic signal timing reports	Electronic	10 years	GC 34090
Traffic	Traffic Signal and Lighting Repair and Maintenance	Electronic	Life of Signal + 2 years	CCP 337.1 GC 34090
Traffic	Traffic Signs Repair and Maintenance	Electronic	Life of Sign + 2 years	CCP 337.1 GC 34090

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RESOLUTION NO. 2016-85

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ESTABLISHING A RETENTION SCHEDULE FOR THE RETENTION AND DESTRUCTION OF POLICE RECORDS AND RESCINDING RESOLUTION 2015-200

WHEREAS, Government Code Section 34090 provides that certain city records, documents, or instruments may be destroyed, without duplication, with the approval of the City Council by resolution and with the written consent of the City Attorney; and

WHEREAS, AB-69 was signed into law in October, 2015 by the Governor of the State of California creating California Penal Code 832.18, which extended the time requirement for retention of body-worn-camera video and video logs;

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 adopts the policy attached hereto as Exhibit "A" with respect to retention and destruction of Police Department Records.

Section 2. The City Attorney shall sign a written consent prior to destruction of any records described in Section 1 of this resolution.

Section 3. Resolution No. 2015-200 is hereby rescinded.

PASSED AND ADOPTED this 26th day of April, 2016 by the following vote:

AYES:	Councilmembers:	Yuill, Ruslin, Magnuson, Butler, Janda
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

CITY OF ROCKLIN POLICE DEPARTMENT RECORDS RETENTION SCHEDULE

April, 2016

LEGEND

Active (AC)	The period of time that a record has yet to fulfill its administrative, fiscal, and/or legal function/purpose
Adoption (AD)	That point in time which a record, document, proposal, plan, or amendment is approved and given operative effect
Closed/Completed (CC)	The point in time when there is no further work to be done in connection with the task, project, or subject matter of the record
Current Year (CY)	A record is current throughout the calendar year in which it was created
Electronic Storage 	A document which may have originated in an electronic medium, or may be reproduced and stored electronically as the original record in compliance with GC 34090.5. Following quality control review and electronic conversion, the original paper copies may be destroyed
Life (L)	The period of time during which a record or document has administrative, fiscal, and/or legal significance or effect
Permanent (P)	Records that are required to be retained in perpetuity, usually identified by statute or other written guidance
Supersede (S)	The point in time in which a record is replaced or made obsolete or useless in favor of a new record
Termination (T)	The point in time constituting the end, conclusion, resolution, or decision not to continue a policy, condition, or relationship

CITATIONS

B&P	California Business and Professions Code
CAC	California Administrative Code
CCP	Code of Civil Procedure
CCR	Code of California Regulations
EVC	California Evidence Code
GC	California Government Code
H&S	California Health and Safety Code
OSHA	Occupational Health and Safety Organization
PC	California Penal Code
POST	California Peace Officers Standards in Training
USC	United States Code
W&I	Welfare and Institutions Code

DESTROY AFTER IMAGED/QC'd (DI)

An "X" in this category indicates that the paper document may be destroyed after it has been reviewed for quality control and is imaged (scanned) into a non-changeable format and then imported into a secure database or drive.

MEDIA

- HC Hard copy (paper)
- SC Scanned and imported into a secure records management database or network
-  Electronic (Originated and/or stored in a secure database)

RETENTION SCHEDULE

RECORD	LEGAL RETENTION	MEDIA	CITATION	DESCRIPTION	DI
ADMINISTRATION					
Background investigations – hired	T+5 YRS.	HC, SC, 	GC 34090		
Background investigations – non-hired	CC +2 YRS.	HC, SC, 	GC 34090		
Grants/Audits/Applications	CY + 5 YRS.	SC + 	GC 34090 Grant req.	See individual grant performance requirements	
Internal Affairs Inv. /Citizen complaints	CC + 5 YRS.	SC + 	GC 34090 GC 12946 EVC 1045 PC 832.5	State requires minimum of 5 years retention	
Internal Affairs Inv./Internal complaints	CC + 5 YRS.	SC + 	GC 34090 GC 12946 PC 801.5	State and federal law require retention until final disposition of formal complaint; state requires 2 years retention after action is taken	
Internal Affairs Inv./Officer involved death investigation	P	SC + 	GC 34090 GC 12946 EVC 1045 PC 801.5 PC 832.5	State guidelines recommend 25 years retention on officer involved shootings	
Press releases	CY + 2 YRS.		GC 34090	Retained within USPDHUB database	
Reports or studies of law enforcement operations	CY + 2 YRS.	SC + 	GC 34090 POST		
Timekeeping documents	CY + 5 YRS.	SC + 			
Training records and	T + 5 YRS.	SC +	GC 34090 POST		

materials – all staff, misc. topics					
Training records – Range/firearms	CY + 2 YRS.	SC +	GC 34090 POST	Includes rosters, scores, and "hold harmless" agreements	
CUSTODIAN OF RECORDS					
Audio recordings: Routine and emergency phone calls and radio traffic for all recorded channels/frequencies	CY + 180 days		GC 34090.6 (a)	Exception: recordings identified as evidentiary, used during litigation, or for potential claims, shall be preserved for 100 days following the conclusion of any/all court actions	
Audio/video recordings: In-car or personal body-worn camera (BWC) - **EVIDENTIARY**	CY + 2 YRS. + 100 days following conclusion of any/all court actions		GC 34090.6 (C) PC 832.18	Exception: BWC electronic logs shall be retained indefinitely within a secure database server	
Audio/video recordings: In-car or personal body-worn camera (BWC) – **NON-EVIDENTIARY**	CY+ 1 YR.		GC 34090.6 (C) PC 832.18	Exception: BWC electronic logs shall be retained indefinitely within a secure database server	
Audio/video recordings: Interior facility, parking lot, or campus, and other city locations	CY + 1 YR.		GC 34090.6 (C)	Exception: audio or video determined to be evidentiary, used during litigation, or for potential claims, shall be preserved for 100 days following the conclusion of any/all court actions	
Audio/video recordings: Interview or case investigation	Per retention schedule of affiliated case		GC 34090.6 (C)	Associated with crime/incident report and electronically attached to RMS case file	
Citation: Administrative, traffic, and parking	CY + 2 YRS.	SC +	GC 34090	Hard-copy citations may be destroyed within seven (7) days of scanning	X
Department equipment manuals	T + 2 YRS.	SC +	GC 34090 OSHA	Retained until termination of equipment or update of instructions or procedures replaces current manuals	
District Attorney or discovery requests for records	CY + 2 YRS.	SC +	GC 34090	Request attached to related crime/incident report	X
Evidence log; property and	Case	SC +	GC 34090	Attached to crime/incident	X

court disposition documents	adjudication			report in RMS and within the evidence log in RMS	
Field Interview Log	CY + 2 YRS.		GC 34090	RMS module	
Live Scan applications and associated documents	CY + 2 YRS.	SC + 	GC 34090	Live Scan documentation is scanned and attached to the RMS "Persons" module	X
Permit applications and associated documents (Massage, taxi, bingo, etc)	T + 2 YRS.	SC + 	GC 34090	Retained electronically on the police-only H network	X
Permit log: Parking, CCW	S + 2 YRS.	SC + 	GC 34090	RMS module	
Records Management System (RMS)	Indefinite	SC + 	GC 34090	RMS database contains all interrelated modules	
Registration: Sex, arson, gang, or narcotics registration	P	SC + 	H&S 11590 H&S 11594(a) PC 457.1 PC 290	Unless no longer required to register + 5	
Report: Felonies and/or aggravated assault sex crimes	P	SC + 	PC 800 PC 290	Reports of felony sex crimes are retained permanently	
Report: Felonies/capital crimes	P	SC + 	PC 799	Reports of capital crimes are retained permanently	
Report: Firearms lost or stolen (not recovered)	P		DOJ	DOJ requires permanent retention	
Report: Impounded or stored vehicle	CY + 2 YRS.	SC + 	GC 34090	Retained as a part of the case file in RMS	
Report: Located missing person	CY + 2 YRS.	SC + 	GC 34090		
Report: Misdemeanor/infractions and all other non-felony crime reports	CY + 2 YRS.	SC + 	GC 34090		
Report: Missing person (not located)	P	SC + 	DOJ	DOJ requires permanent retention of missing person reports when MP is not located/found	
Report: Services (non-criminal)	CY + 2 YRS.	SC + 	GC 34090	Exception: when report involves identifiable property	
Report: Stolen vehicle	CY + 10 YRS.	SC + 	GC 34090	Retained as a part of the case file in RMS	
Ride/sit-along applications	CY + 2 YRS.	SC + 	GC 34090	Contained within RMS "Persons" file	X

Sealed adult arrest reports	Court order/date of arrest + 3 YRS.	HC + SC	PC 851.8	Upon petition and court order, destruction of HC and electronic records must occur 3 years from arrest	
Sealed juvenile arrest reports	Court order/sealing date + 5 YRS.	HC + SC		Upon petition and court order, destruction of HC and electronic records must occur 5 years from date of sealing	
Statistical reports (Annual Report, monthly "Dashboard," UCR, MACR, etc.	CY + 5 YRS.	SC +	GC 34090	Crime stats, DOJ reports, and interdepartmental reports	X
Subpoena log	CY + 2 YRS.	SC +	GC 34090	Part of the RMS database containing subpoena image, subpoena details, and status	
Tow log	CY + 30 DAYS	SC +		Contained with RMS "Tow log" file	
INVESTIGATIONS					
Asset forfeiture proceedings and documentation	CC + 2 YRS.	HC	GC 34090		
Criminal History Files (CORI) used for investigative purposes	CY + 2 YRS.	HC	GC 34090	Maintained for auditing purposes	
Outside reporter SCAR reports	CY + 2 YRS.	HC + SC +	Gc 34090	Integrated into RMS "Persons" files	

RESOLUTION NO. 2016-259

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ESTABLISHING A RETENTION SCHEDULE
FOR CITY RECORDS FOR ALL
DEPARTMENTS EXCEPT POLICE AND
RESCINDING RESOLUTION NO. 2011-131

WHEREAS, Government Code Section 34090 provides that certain City records, documents or instruments may be destroyed, without duplication, with the approval of the City Council by resolution and with the written consent of the City Attorney;

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 adopts the policy attached hereto as Exhibit "A" with respect to retention and destruction of records of all departments of the City of Rocklin except Police.

Section 2. The City Attorney shall sign a written consent prior to destruction of any records described in Section 1 of this resolution.

Section 3. Resolution No. 2011-131 is hereby rescinded.

PASSED AND ADOPTED this 29th day of November, 2016, by the following vote:

AYES:	Councilmembers:	Yuill, Magnuson, Broadway, Butler, Janda
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Gregory A. Janda, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A

INTRODUCTION

RECORD MANAGEMENT PROGRAM
CITY OF ROCKLIN

Purpose: To facilitate reference to and preservation of records*. The program consists of record organization, selection, retention, destruction, permanent storage, and electronic storage**.

This schedule is to provide a guide for the periodic destruction of Department file records that have outlived their usefulness to the City from a legal, operational and administrative standpoint. Retention beyond legal limitations is a matter of department policy based on the continuing need for the documents. The retention period applies to a record regardless of the medium in which it is maintained.

This schedule is arranged by Department and covers all files including originals.

Objective: To maximize the usefulness of the records preserved and minimize the cost and effort of record keeping.

To help achieve these objectives, the attached retention schedule has been established in accordance with statutory requirements.

*Records (as defined by the Secretary of State) – All papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, punched cards, and other documents produced, received, owned or used by an agency, regardless of physical form or characteristics.

**Electronic Storage – a document which may be reproduced and stored electronically as the original record in compliance with GC 34090.5. Following electronic conversion, the original hardcopy may be destroyed.

CITY OF ROCKLIN
RECORD RETENTION SCHEDULE

DEFINITION OF CODES:

ACTIVE	Document is kept by the City until all activity is completed. Document is then destroyed.
BY FILE	Retention is determined on a file by files basis. This retention is limited to classification by the Records Management Department only.
PERMANENT	Retention of a document which has value to the Public, the City or is required by law to be kept permanently.
SUPERSEDE	Document begins retention period upon receipt of a replacement document. The retention period is five years, unless a longer retention period is specified.
TERM	Document is destroyed upon termination of the responsible manager.
TRANSFER	After completion of activity, the document is transferred to the Department responsible for the original project. Retention is scheduled by the Department originating the project.
UNTIL SOLD	Document is kept by the City until the vehicle or equipment is sold or taken out of service. Document is then left with the vehicle/equipment or destroyed.
YEARS	Number of years document is kept by the City before destruction.

* RETENTION BEGINS AFTER DOCUMENT SUPERSEDED
Document begins minimum 5 year retention period upon receipt of a replacement document.

** RETENTION BEGINS AFTER ACTIVITY COMPLETED
Document begins retention period upon completion of a project or activity, termination of services, disposition of property, or upon disposal of vehicle.

Department/File No./Description	Retention
CITY CLERK	
04 – City Clerk Services	
01 – Agendas	Permanent
02 – Recorded Legal Documents	Permanent
03 – Election Correspondence/Materials	2 years
04 – Minutes	Permanent
07 – Ordinances	Permanent
08 – Resolutions	Permanent
09 – Bids	2 years
10 – Correspondence	2 years
11 – Fair Political Practices (FPPC) Government Code Section 81009	
A. Original Campaign Statements of mayors, city councilmembers, and committees supporting any officeholder or candidate	Permanent
B. Original Campaign Statements/statements of economic interests of candidates not elected to these offices and committees supporting candidates not elected to these offices	5 years
C. Original Campaign Statements for elected officials other than mayor or city councilmembers, ballot measure committees, political action committees, and major donor committees	7 years
D. Original statements of economic interests	7 years
E. After an original report or statement or a copy has been on file for at least two years, the officer with whom it is filed may comply by retaining a copy on microfilm or other space-saving materials available for public inspection instead of the original report or statement or copy	2 years
12 – Digital Recordings	2 years
13 – Staff Reports	Permanent
14 – Petitions	2 years
15 – Proof of Publications	4 years
16 – Municipal Bond Issues	Permanent
17 – Agreements/Contracts/Change Orders	Permanent
18 – Grand Jury Reports	20 years
19 – Public Records Requests	2 years
20 – Financing Districts	Permanent
21 – Applications-Boards, Commissions, Committees	
A. Selected	5 years
B. Not selected	2 years
22 – Administrative Hearings	2 years

Department/File No./Description	Retention
ADMINISTRATIVE SERVICES	
38 – Contracts Management	
01 – Contract Performance	7 years**
39 – Risk Management	
01 – Insurance Certificate	Supersede +10 years
04 – Insurance Renewal Work Papers & Applications	2 years
05 – Claims	3 years
06 – Incident Reports	7 years
07 – Release of Liability Acknowledgment of Risk	2 years
42 – Human Resources	
02 – Employee Personnel Files	5 years
04 – Recruitment/Applications/Records	3 years
05 – Position Descriptions	5 years*
07 – Time & Attendance Records	4 years
08 – Unemployment Compensation	7 years
09 – Worker's Compensation Claims/Forms	10 years
11 – Negotiations	Current +2 Contracts
12 – Administrative Policies	Supersede +10 years
13 – Payroll Records	4 years
14 – Personnel Grievances	5 years**
15 – Union/Miscellaneous	5 years**
43 – Information Technology	
02 – Agreements/Contracts	7 years**
03 – Inventory Lists	2 years
05 – Bids & Quotes	2 years
06 – Warranty/Maintenance of Equipment	Until Sold

Department/File No./Description	Retention
RECREATION, ARTS, AND EVENT TOURISM	
05 – Facilities	
01 – Rental Contracts	2 years
06 – Community Programs/Recreation	
01 – Agreements/Contracts	2 years
02 – Waivers/Registration	2 years
07 – Special Events	
01 – Agreements/Contracts	2 years
02 – Waivers/Registration/Ticket Sales	2 years
09 – Administration	
01 – Recreation Commission Agenda	Permanent
02 – Recreation Commission Minutes	Permanent
03 – Recreation Commission Resolutions	Permanent
04 – Recreation Commission Staff Reports	20 years
05 – Grants	Transfer
06 – Digital Recordings	2 years
07 – Cash Receipts	4 years

Department/File No./Description	Retention
FIRE DEPARTMENT	
11 – Fire Administration	
01 – Policy & Procedures	2 years*
02 – Station Logs	3 years
03 – Incident Reports	3 years
12 – Fire Prevention/Suppression	
01 – Inspection	5 years**
02 – Hydrant, Hose & Ladder Records	3 years*
03 – Weed Abatement	2 years
14 – Fire Training	
01 – Department Training Logs & Records	Permanent

Department/File No./Description	Retention
FINANCE AND BUDGET	
15 – Accounting	
01 – Accounts Payable	4 years
02 – Accounts Receivable	4 years
03 – Assets	4 years**
04 – Bank Statements	5 years
05 – Budget Work Papers	5 years
06 – Tax Returns	4 years
07 – Journal Entries	4 years
08 – Survey Reports	4 years
09 – Financial Audits & Reports	4 years
10 – Bond Financing Documents	6 years**
11 – Dog & Business Licenses	5 years
12 – Grants	5 years**
13 – Capital Investment Plan (CIP)	5 years
15 – Cash Receipts	4 years
16 – Accounts Payable (Contracts Only)	4 years**
18 – Miscellaneous	By file
19 – Agreements/Contracts	7 years**
20 – Construction Bonds	2 years**
21 – Developer Reimbursement	4 years**
23 – Auditor Work Papers	2 years
26 – Historical Documents	Permanent
27 – Surplus Property:	
Auction	Audit +2 years
Disposal	Audit +4 years
40 – Investment Management	
01 – Treasurer's Report	5 years*
02 – Investment Contracts	7 years**
03 – Investment Analysis	2 years*
45 – Special Districts Administrations	
01 – Bond Offering Statements	5 years**
02 – Annual Assessment/Special Tax Calculations	5 years**
03 – Assessments/Special Taxes Collected	5 years**
04 – Delinquency/Foreclosure Records	5 years**

Department/File No./Description	Retention
CITY ATTORNEY	
19 – City Attorney Services	
01 – City Attorney Office – Miscellaneous Project Files	5 years
02 – Departments/Agencies	10 years
03 – Financing Districts	Permanent
04 – Franchises	20 years
05 – Major Projects	20 years
06 – Opinions & Advisory Memos	Supersede +20 years
07 – Real Property Transactions	Permanent
08 – Redevelopment Agency	Permanent
20 – Litigation	
01 – Liability (Personal Injury)	5 years**
02 – General Municipal (All Other)	5 years**
03 – Claims Working files	5 years**
04 – Code Enforcement/Nuisance Abatement	5 years**
05 – Pitchess Motions	5 years**
06 – Worker's Compensation	5 years**

Department/File No./Description	Retention
COMMUNITY DEVELOPMENT DEPARTMENT	
21 – Planning Division	
01 – Planning Commission Agendas	Permanent
02 – Planning Commission Resolutions	Permanent
03 – Planning Commission Minutes	Permanent
04 – Home Occupation Permits	Permanent
05 – Planning Commission Staff Reports	Permanent
06 – Administrative Variances	Permanent
07 – Zoning Interpretation	Permanent
08 – Mobile Pushcart Permits	Permanent
09 – Sign Permits	Permanent
10 – Special Event Permits	Permanent
11 – Regional Policies	20 years
12 – Special Studies	20 years
13 – Planning Commission Tapes	2 years
14 – Oak Tree Removal Permits	5 years
15 – Case Files, Planning and Zoning Pertains to real property, may include blueprints, drawings, maps, plans, reports, evaluations, correspondence, uses, permits, variances, studies, appeals, compliance certificates, lot line adjustments, or other planning-related matters brought before legislative body	Permanent
22 – Building Division	
01 – Correspondence	5 years
02 – Permit Inspection Records	Permanent
03 – Permits (Part 1 and Part 2)	Permanent
04 – Inspection Working File (Job Packet)	5 years
05 – Plans	Permanent
06 – Code Enforcement Case Files	5 years
07 – Board of Appeals Agenda /Minutes	Permanent
08 – Board of Appeals Noticing/Publishing	10 years
09 – Certificates of Occupancy & Applications	Permanent
23 – Engineering Division	
01 – Applications	5 years **
02 – Correspondence	7 years **
03 – Contract Documents	Permanent
04 – Drainage Calculations	Permanent
05 – Structural Calculations	Permanent
06 – Approved Improvement Plans	Permanent
07 – Recorded Maps	Permanent
08 – Title Reports	5 years
09 – Noticing/Proof of Publications	5 years
10 – Recorded Lot Line Adjustments	Permanent

Department/File No./Description	Retention
COMMUNITY DEVELOPMENT DEPARTMENT CONTINUED	
11 – Soils Reports	Permanent
12 – Daily Inspection Reports	Permanent
13 – Flood Zone Designation/ FEMA	Permanent
14 – Flood Zone Development Permit	Permanent
24 – Housing Division	
01 – First Time Homebuyers	10 years
02 – Hidden Creek	30 years
03 – Oak Court	30 years
04 – Vicara	30 years
05 – Whitney Ranch Apartments	55 years
06 – College Manor Apartments	55 years
07 – Sunset Apartments	55 years
08 – Grants	5 years**

Department/File No./Description	Retention
PUBLIC SERVICES	
31 – Street Maintenance	
01 – Reports & Inspections	2 years**
02 – Traffic Safety	10 years
03 – Traffic Signal Maintenance	2 years
04 – Traffic Signs	2 years**
05 – Street Repair & Maintenance	2 years**
06 – Maps/Plans Street Lights	Active
33 – Landscape Maintenance	
01 – Specifications	Active
02 – Correspondence	2 years
03 – Inspections	10 years
34 – Fleet Operations	
01 – Fuel Transaction Logs	4 years
02 – Auto Insurance	Supersede +5 year
03 – Correspondence	3 years
04 – Vehicle Maintenance Records	3 years**
05 – General Information	5 years**
06 – Hazardous Material Disposal Report	Permanent
07 – State & Federal Compliance Reports & Records	Permanent
08 – Parts Physical Inventory Records	4 years
09 – Safety and Training Records	10 years
10 – Vehicle Master Physical File	3 years**
11 – Bid Documents	2 years
12 – Fixed Asset Physical Inventory Records	Permanent
13 – Fixed Asset Annual Audit Report	4 years
14 – Fixed Asset Audit Work	2 years
15 – Spill Prevention/Countermeasures Control Plan	Supersede +5 years
16 – Hazardous Communication Plan	Supersede +5 years
17 – Underground Storage Tanks	Permanent
18 – Aboveground Storage Tanks	Permanent
19 – Fleet Management Computer Records	10 years

Department/File No./Description	Retention
PUBLIC SERVICES CONTINUED	
35 – Creek Maintenance	
01 – Agreements/Permits	3 years
02 – Creek Maintenance Reports	2 years
03 – Flood Incident Reports	10 years**
36 – Pest Control	
01 – City Pesticide Reports/Insp	2 years
02 – Outside Agency Pesticide Reports	5 years
03 – Calibrate Fogger Record	2 years
04 – Permits	2 years
05 – Agreements/Contracts	7 years**
06 – Training	10 years*
37 – Public Works Administration	
01 – Permits	2 years
02 – Associations/Memberships	Supersede +5 years
03 – Agreements/Contracts	7 years**
04 – Safety and Training	10 years
05 – Correspondence	2 years
06 – Public Works Emergency Plan	Supersede +5 years
07 – Solid Waste Mgmt Correspondence	2 years
08 – Telephone Message Logs	2 years
07 – Parks	
01 – Land Acquisitions	Permanent
02 – Development/Projects	Permanent
03 – Maintenance/Repairs	2 years**
04 – Inspections/Field Reports	2 years**
08 – Buildings/Facilities	
01 – Development/Construction	Permanent
02 – Janitorial	2 years
03 – Safety Inspections	2 years**
04 – Parks & Bldg Time Logs	2 years
05 – Agreements/Contracts	7 years**
06 – Maintenance/Repair	2 years**
32 – Building/Grounds Maintenance	
01 – Operating Permits/Lease Info	Supersede +5 years
02 – Corporate Yard (City Property)	Active

Department/File No./Description	Retention
CITY MANAGER	
47 – City Manager Services	
01 – Associations/Organizations	Supersede +5 years
02 – Commissions/Committees	3 years
03 – Citizen Complaints	2 years**
04 – Correspondence	2 years
06 – Policy & Procedure	5 years*
07 – Projects/Subjects	5 years**
48 – Redevelopment	
01 – Projects/Studies	Permanent
02 – Correspondence	2 years
03 – Advisory Committee Agendas	Permanent
04 – Advisory Committee Minutes	Permanent
05 – Advisory Committee Reports	20 Years
06 – Finance	Transfer
07 – Bonds	Transfer**
08 – Grants	Transfer**
49 – Financing Districts	Transfer

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Greater Sacramento Economic Council Market Visit to Germany

Date: September 23, 2025

Submitted By: Amy Wright, Departmental Administrative Specialist
Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Approve International Travel for Mayor Jill Gayaldo to Participate in the Greater Sacramento Economic Council Market Visit to Germany.

Background:

The Greater Sacramento Economic Council (GSEC) is hosting its second market visit to Germany from November 29 to December 5, 2025 (Attachment 1).

The visit will build connectivity between the greater Sacramento region and Germany to drive additional investment and jobs into the community. Participation in the trip aligns with the Rocklin Economic Development Strategy, which includes focus on business attraction and retention. While the schedule has not been finalized, the previous event featured on-site visits with senior leaders from Bosch, Siemens, Bayer Crop Science, BASF, SMA Solar and supply chain players. SMA Solar's United States headquarters is in Rocklin.

The City's Economic Development Strategy emphasizes efforts to attract and retain growing industry sectors in Clean Energy, Technology, and Life Sciences, which are key industry's highlighted in the market visit.

Mayor Jill Gayaldo has expressed interest in participating in the trip. Per Section 5 of the Travel Policy (Attachment 2), international travel requires pre-approval by the City Council.

Fiscal Impact:

The cost to participate in the trip is $6,000, which includes all travel, lodging, meals, meetings, and events. Although not specifically accounted for in the Fiscal Year 2025/26 Operating Budget, each councilmember is annually allocated $2,000 for travel/training of their choice; Mayor Gayaldo has requested her allocation be designated towards the cost of this trip. The remainder could be covered by a $5,000 line item for participation in the 2026 Cap-to-Cap event that will likely not be utilized and can be reallocated.

ATTACHMENTS:
1. GSEC Germany Market Visit Invitation
2. City of Rocklin Travel Policy (Resolution No. 2024-157)

From: Jill Gayaldo
To: Aly Zimmermann
Subject: Fwd: Invitation to Join GSEC's Delegation to Germany – Nov. 29–Dec. 5
Date: Thursday, August 28, 2025 6:20:15 PM
Attachments: image006.png
image003.png
image004.png
image005.png
2025 Germany market visit invite.pdf

Sent from my iPhone

Begin forwarded message:

From: Barry Broome <bbroome@greatersacramento.com>
Date: August 28, 2025 at 7:18:56 PM MDT
Cc: Troels Adrian <tadrian@greatersacramento.com>, Brittany Jones <bjones@greatersacramento.com>, Mackenzie Riley <mriley@greatersacramento.com>, Hayden Kandul <hkandul@greatersacramento.com>, Isabel Drapela <idrapela@greatersacramento.com>
Subject: Invitation to Join GSEC's Delegation to Germany – Nov. 29–Dec. 5

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Board members,

We are pleased to invite you to join the Greater Sacramento Economic Council's leadership delegation to Germany, taking place Saturday, November 29 to Friday, December 5, 2025. This will be our **second market visit to Germany, following our inaugural mission in February 2024. That first visit helped establish valuable connections with leading German firms, and this upcoming trip will provide the opportunity to continue fostering those relationships, reengage key partners, and further advance conversations that are critical to driving new economic investment into our region.**

This exclusive trip will connect our region to key global partners across the semiconductor, clean technology, and mobility sectors, including Bosch, SMA Solar, Bayer Crop Science and other leading companies. As a Board leader, your participation will be instrumental in strengthening Sacramento's international presence and attracting future investment and jobs to our community, while continuing our advocacy efforts for direct air service from Germany to Sacramento. Elevating our region's position as a globally competitive hub in our target industries.

The delegate fee is $6,000 per person, which includes flights, hotel

accommodations, ground transportation, group meals, participation in business meetings/tours, and a GSEC-hosted reception.

To notify us of your interest and confirm your participation, please reply to Hayden Kandul at hkandul@greatersacramento.com no later than October 1, 2025.

We look forward to traveling with you and representing Greater Sacramento on the global stage.

Thank you for your support,
Barry

Barry Broome | President & CEO
| Greater Sacramento Economic Council
| o. +1 916 441 2144 | e. bbroome@greatersacramento.com
| w. greatersacramento.com | a. 400 Capitol Mall, Suite 2520; Sacramento, CA 95814

Subscribe to our e-newsletter.

RESOLUTION NO. 2024-157

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE CITY OF ROCKLIN TRAVEL POLCY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TRAVEL POLICY, AND REPEALING AND REPLACING RESOLUTION NO 2014-190.

WHEREAS, On September 9, 2014, the City Council adopted the Travel Policy by way of Resolution No. 2014-190, superseding Resolution No. 2001-240; and

WHEREAS, Human Resources updated the City of Rocklin Travel Policy to include additional expectations and clarity when employees travel for City business; and

WHEREAS, City staff performed a program review and recommends repealing and replacing the current City of Rocklin Travel Policy, Resolution No. 2014-190; and

WHEREAS, the revised City of Rocklin Travel Policy supersedes any conflicting resolutions.

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

Section 1. Resolution No. 2014-190 is hereby rescinded.

Section 2. Effective, June 25, 2024, the City Council hereby approves and adopts the City of Rocklin Travel Policy attached hereto as Exhibit 1.

Section 3. The City Council hereby authorizes the City Manager or his/her designee to administer the Travel Policy.

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

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City of Rocklin
Travel Policy

SECTION 1 - Summary of the Employee Travel and Expense Policy

1.0 SCOPE: This Administrative Policy (Policy) applies to all City of Rocklin (City) employees, including full-time employees, part-time and temporary (seasonal) employees; City Officials, including City Council members, Board members, Commission members, and Committee members (hereafter referred to as "Travelers") who travel on official business for the City.

1.1 Independent contractors, employees of independent contractors, and/or consultants are not covered under this Policy as they are governed by the contractual agreement between their organization and the City.

1.2 PURPOSE: This Policy aims to establish business travel guidelines for Travelers that are fair, accountable, and transparent. This Policy also satisfies Government Code 53232.2, which requires the governing body to adopt a written policy, in a public meeting, specifying the types of occurrences that qualify a member of the legislative body to receive reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses. Lastly, this Policy is not intended to and does not govern the allocation of any particular expense to any City department budget or other budget line item.

1.3 POLICY: It is in the City's best interest for Travelers to remain informed and trained in activities, developments, and professional trends affecting their ability to provide high-quality external and internal customer service. As such, attendance at training seminars, hearings, meetings, conferences, or other authorized gatherings is of value to the City and its residents.

SECTION 2 - General Guidelines

2.0 This Policy establishes the basic guidelines and procedures for travel on City business by all Travelers. Travelers who travel on City business as well as their respective supervisors are responsible for knowing and following this Policy.

2.1 Unless specifically stated otherwise, throughout this Policy, the term department director shall include department directors and City Manager shall include the City Manager.

2.2 Non-local travel should be on an as-needed basis. Travelers shall work with their supervisors to determine if a local venue or webinar will have the same or similar event within a reasonable time frame before scheduling non-local travel.

2.3 Travelers are responsible for exercising good judgment when requesting, arranging, and making a trip. Good judgment includes the following:

- Being fiscally responsible when spending City funds on travel and related activities.
- Travel should be thoroughly planned well in advance of the trip.
- Personal business shall not be mixed with official business if it will cost the City in dollars or lost time, or if it will harm the City's interest in any way.

2.4 Whenever possible, a City purchase card should be used for travel costs, including registration, airfare, hotel, and rental car. A City purchase card should not be used for items that will be covered by per diem or mileage reimbursement (see City of Rocklin Purchase Card Program Policy and Procedures).

2.5 The City prefers to reimburse the Traveler's actual and necessary costs after travel, rather than provide the Traveler funds in advance of travel or expense. However, the City will, on a case-by-case basis, provide a per diem advance upon request at the discretion of the department director and Director of Administrative Services or designee(s).

2.6 The Internal Revenue Service (IRS) requires that if the expenditures are not substantiated with the above information, they may be considered "wages" subject to payroll tax withholding.

2.7 Records of City expenditures for approved travel under this Policy are public records subject to disclosure to the extent required under the Public Records Act or other applicable law.

2.8 Pursuant to Government Code Section 53232.4, the use of public resources or falsifying expense reports in violation of this Policy may result in any or all of the following:

2.8.1 Loss of reimbursement privileges.

2.8.2 A demand for restitution to the City.

2.8.3 Civil penalties pursuant to Government Code Section 8314.

2.8.4 Prosecution, pursuant to Section 424 of the Penal Code.

2.8.5 The City may report the expenses as income to the individual who incurred the expense to the state and federal tax authorities.

SECTION 3 - Procedures

3.0 Requests for reimbursements of travel-related expenses are submitted on a travel reimbursement form provided by the Department of Administrative Services-Finance Division. This form must be accompanied by supporting documentation.

3.1 A travel request should be submitted to the respective department director as far in advance of travel as reasonably possible, with 15 days prior being adequate. Any exceptions to adequate advance notice need to be justified and approved by the Traveler's department director. It is the department director's responsibility to ensure the following:

3.1.1 The purpose cannot be accomplished by mail, telephone, or internet;

3.1.2 The training, seminar, meeting, or conference is mandatory, reimbursable, or otherwise necessary to accomplish key City goals and objectives and is unavailable locally if overnight accommodations are required;

3.1.3 An appropriate number of Travelers are attending;

3.1.4 The itinerary ensures the accomplishment of the purpose at the lowest reasonable cost;

3.1.5 The Traveler understands and follows this Policy; and

3.1.6 There is adequate money in the appropriated travel budget to cover all costs associated with the trip.

3.2 For procedures on when the Traveler requests a direct vendor payment check, use of a City purchase card, or a cash advance, see Section 6 - Payment.

3.3 When the Traveler returns, a final accounting of all expenses should be approved by the appropriate department director or deputy director and submitted to the Finance Division within thirty (30) working days after completion of travel. The inability to provide such documentation in a timely fashion may result in the expense being borne by the individual who incurred the expense.

- Expenses claims from the previous fiscal year(s) shall not be received unless compliant with Section 3.3.

3.4 As part of the final accounting, Travelers should attach all itemized receipts for miscellaneous expenses before routing to the appropriate department director or deputy director for review and approval.

3.5 Any purchase card charges (non-meal, miscellaneous expenses) that were incurred by the Traveler during business shall also be included. Using a City-issued purchase card to pay expenditures does not preclude the requirement to complete and submit an expense report.

3.6 Each City Official member shall briefly report (verbally or in writing) on any meetings or events attended at the City's expense. Such report shall be provided at the next regularly scheduled City Council or Commission/Committee/Board meeting following the event or meeting attended. If multiple officials attended, a joint report may be made.

SECTION 4 - Department Specific Forms

4.0 If the Traveler's department utilizes a specific form to authorize travel, the Traveler shall continue to fill out those forms in addition to the form required by the Administrative Services Department.

SECTION 5 - Travel Approval

5.0 The Administrative Services Department staff shall receive the travel request and review it against all applicable City policies prior to final authorization.

5.1 Travel more than 150 miles outside of California from City Hall shall be approved in writing by the City Manager (not a designee).

5.2 Travel outside of the United States shall be approved by the City Council.

5.3 City Officials shall receive prior approval by the City Council during a public meeting for the following:

5.3.1 Any expenditures that are not described in Section 7 – Authorized Travel.

5.3.2 Any questions regarding the propriety of a particular type of expense before the expense is incurred.

5.3.3 International travel and related expenses.

SECTION 6 - Payment

6.0 The City will pay all approved expenses for the Traveler's trip. These expenses include transportation, lodging, registration fees, meals (if per diem is not taken), and any other related expenses if they are for official business and fit within this Policy.

6.1 There are four ways to pay for travel expenses:

1. Direct vendor payment by check in advance via purchase order.
2. Use of a City-issued purchase card (limited to miscellaneous expenses).
3. Payment by Traveler to be claimed for reimbursement.
4. An advance.

6.2 Direct vendor payments are made by the City to an organization to pay for specific costs related to a trip – usually registration fees, lodging, and airfare – and are the best method of payment. Reimbursement for out-of-pocket expenditures is processed after travel is completed. Advances are provided to Travelers before travel and may be provided upon request per Section 14 – Cash Advances. If the Traveler fails to reconcile expenses upon their return, they shall forfeit the ability to receive future advances. Purchase credit cards are issued and used according to the Purchase Card Policy.

SECTION 7 - Authorized Travel

7.0 Expenses incurred by Travelers while engaging and/or participating in the following activities and/or events may constitute authorized and reimbursable expenses (as long as other requirements of this Policy are also met):

7.0.1 The seminar, meeting, or conference is mandatory, reimbursable, or otherwise necessary to accomplish key City or employee's professional goals

and objectives and is unavailable locally if overnight accommodations are required;

7.0.2 Communicating and/or meeting with the representatives of regional, state, and national government and their various agencies and entities on City adopted or authorized policy positions;

7.0.3 Attending educational seminars designed to improve skill and information levels;

7.0.4 Attendance at City department-approved conference, convention, hearing, training, seminar, or other meetings;

7.0.5 Participating in regional, state, and national organizations whose activities affect the City's interests;

7.0.6 Implementing City-approved strategy for attracting or retaining businesses to the City; or

7.0.7 Attending mandatory functions of local civic or community organizations where there is a clear nexus between the event and the Traveler's job.

- The City will not pay for or reimburse expenses to attend fundraisers.

SECTION 8 - Unauthorized Expenses

8.0 The following personal expenditures incurred by Travelers shall not be reimbursed:

8.0.1 The personal portion of any trip;

8.0.2 The purchase of alcohol, tobacco, or related costs;

8.0.3 Political or charitable contributions;

8.0.4 Family expenses, including those of a partner when accompanying the Traveler on official business; dependent or pet care;

8.0.5 Entertainment expenses, including theatre, shows, movies (either in-room or in theaters), sporting events, golf, spa treatments, etc.;

8.0.6 Non-mileage personal automobile expenses including repairs, gasoline, traffic citations, and other expenses;

8.0.7 Loss of or damage to personal items while on City business;

8.0.8 Laundry or dry-cleaning services; and/or

8.0.9 Changes to travel arrangements for personal reasons that could have reasonably been foreseen.

SECTION 9 - Transportation

9.0 Use of air, train, automobile, or other modes of transportation shall be selected based on

the most reasonable cost to the City after all expense items are tabulated, including travel time salary costs.

9.0.1 Airfare: Business-class and first-class travel is not reimbursable.

9.0.2 Automobile: The City's preferred process is for the Traveler to be assigned a City-owned pool vehicle while attending an event, or the City may choose to provide the Traveler a rental vehicle for any official City business. Should Traveler's utilize a rental vehicle, the rental should be made through a governmental pricing rental agreement. No matter which is selected, the Traveler must abide by the City's Vehicle Use and Driving Standards Policy.

9.0.3 Personal Vehicle: Automobile mileage is reimbursable if the Traveler is required to use a personal vehicle for travel at IRS rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other vehicle operating expenses. The Traveler must possess a valid California Driver's License, have proof of insurance on file with the City, and understand any services or repairs to their personal vehicle and any automobile or other insurance claims that result from travel on authorized City business shall they the Traveler's responsibility. Additionally, if the Traveler claims mileage for the use of their personal vehicle, they must provide the to/from, purpose of trip, rate, and total number of miles traveled. A printout of the distance traveled from Google Maps or MapQuest is required.

Reimbursement for personal auto usage for business will be calculated per the current IRS guidelines, based on the following:

- If a Traveler drives round-trip from their residence to a meeting or training function, the Traveler shall claim the least amount of mileage either between their residence to their destination or their normal work location to their destination.
- If a Traveler drives round-trip from work to a meeting or training function, the round-trip mileage from the City location to the event is reimbursable at the current IRS-approved rate.

9.0.4 Car Rental: Rental rates that are reasonable and economical are eligible for reimbursement (i.e., mid-size or standard vehicle); however, if traveling with multiple employees, a larger car will be approved to accommodates the group size. Travelers shall not purchase additional car rental insurance. Purchase of such insurance shall not be eligible for reimbursement. Travelers shall refuel the vehicle before returning and pay via the City purchase card or the Traveler's personal method. If utilizing the Traveler's personal method, a receipt must be retained, and the amount can be submitted for reimbursement.

9.0.5 Taxis/Shuttles/Ride-Hailing Services: Reasonable actual costs for taxi, shuttle fares, and ride-hailing services will be reimbursed including a gratuity of $5.00 or up to 20%, whichever is greater.

9.1 Travelers who receive a car allowance will not receive any additional mileage/travel reimbursement for travel within a 50-mile radius of City Hall.

9.2 In instances where more than one individual is traveling to the same event, the Traveler who receives a car allowance shall drive if both Travelers are departing and returning near the same time from the same location. If the Travelers are not departing or returning at the same time from the same location, the Travelers may drive separately. The City highly encourages carpooling to not only save City resources but to be eco-friendly.

9.3 Bridge and road tolls will be reimbursed by the City.

9.4 Parking at the airport is reimbursable at the most economical lot rate only. Travelers who select higher rate parking shall only be reimbursed for the economical parking rate.

SECTION 10 - Travel Time and Hours Worked

10.0 The City wants to ensure compliance with the Fair Labor Standards Act concerning recording hours worked and compensating Travelers who are required to travel while conducting City business. Therefore, the following principles shall be applied when determining hours worked to calculate work hours and proper compensation.

10.1 Ordinary home-to-work travel shall not be considered as hours worked. If a Traveler is required by the City to conduct business on their way to work, the Traveler shall record all hours worked from the onset of that activity to the time the Traveler reaches the workplace to begin their shift. For example, if a Traveler is directed to pick up supplies on their way into the office, the Traveler shall record hours from the time they make the stop to pick up those supplies to the time they arrive at the worksite through the completion of their shift, less normal meal periods.

10.2 Travel time to and from an airport or public transportation terminal is considered hours worked.

10.3 Time spent on air travel or other means of public transportation when required by the City shall be considered time worked. Travel time shall include actual hours for travel, up to two hours of wait time prior to the departure of the flight, and shall conclude upon arrival at the hotel or when returning, upon return to the Traveler's home.

10.4 Travelers shall be required to take the most expedient and efficient means of travel possible to meet the needs of the City. Therefore, a Traveler who opts to drive a personal vehicle instead of taking air travel or other faster means of travel shall only record the time they would have received had they traveled via the fastest mode of transportation reasonably available. For example, a Traveler may prefer to drive to San Diego, taking nine hours to reach their destination; however, air travel would have taken less than two hours plus the one and one-half hours of wait time before the departure of the flight. The

Traveler shall only record three and one-half hours of work time on their timesheet instead of nine hours.

10.5 If a Traveler is assigned to work in another City or work location outside the City, the travel time to and from the other City may be considered work time if travel to that location falls outside the definition of ordinary home to work travel. For example, a Traveler living in Rocklin being asked to report to Stockton would be compensated for travel time to/from the Rocklin workplace to the temporary Stockton assignment. However, a Traveler living in Rocklin, reporting to a temporary work location in Rocklin, would not record travel time as hours worked.

- Police academy recruits are excluded from Section 10.5 since the assigned work location is outside the City for the duration of the academy.

10.6 Department directors should be mindful of Traveler's schedules and try to reduce/prevent overtime because of travel whenever possible to meet the interests of the City. Additionally, department directors shall use their discretion when accounting for multiple attendees at events and the impact related to the specific mode of transportation.

SECTION 11 - Lodging

11.0 The City will pay for or reimburse lodging expenses when travel on official City business reasonably requires an overnight stay. Lodging shall be booked at the most economical and reasonable rates for lodging that is in a location that is reasonable and convenient to the Traveler's official business needs. For lodging in connection with a conference or organized educational activity, such lodging costs shall generally not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the Traveler at the time of booking.

11.1 While determining appropriate lodging arrangements, Travelers shall take into consideration start and end times as well as the duration of the event. Travelers generally shall not book prior evening overnight accommodations for travel within the local vicinity, which includes Sacramento and the greater Sacramento area, or a roundtrip distance of 100 miles or less. Additionally, Travelers shall not book overnight accommodations for the same day the event ends. Any exception to this shall be pre-approved by the Traveler's department director.

11.2 Incidental Expenses: These expenses include fees and tips given to porters, baggage carriers, and hotel staff. Incidental expenses shall be reimbursed per current U.S. General Services Administration (GSA) rates in effect for the highest cost area of California at the time of travel. Incidental expenses are not part of meal expenses and shall be reimbursed separately.

SECTION 12 - Meal and Incidental Expenses

12.0 As a general rule, public funds may not be expended to purchase meals for third parties such as constituents, legislators, and private business owners. Exceptions to this rule may include:

12.0.1 City Council for meals associated with a City-sponsored event or official City business.

12.0.2 Unforeseen events beyond an employee's control, meals above the per diem may be reimbursed with proof of receipts and approval by the City Manager only.

12.1 Meals and Incidental Expenses. When the Traveler is expected to incur costs for meals and incidentals for overnight business travel, the City will reimburse meal and incidental expenses (M&IE) under a per diem allowance. A per diem allowance is a daily payment based on government calculated rates instead of reimbursement for actual expenses. **Receipts are not required.** The maximum M&IE per diem allowance will be at the rate established by the Federal Government. The M&IE per diem allowance will only be paid when the traveler is expected to incur costs for meals and incidentals and when the travel is supported by a City business purpose.

12.1.1 Meals are defined as expenses for breakfast, lunch, dinner and related tips and taxes. They exclude alcoholic beverages and entertainment expenses. Incidental expenses are defined as fees and tips given to porters, baggage handlers, hotel housekeeping or other service staff, valet, train, or ship service staff. The GSA M&IE rate includes $5.00 to cover incidental expenses.

12.2 Provided Meals. Meals provided by others should not be included with the daily per diem requests. This includes meals provided by a host, hotel (e.g., complimentary breakfast) or included in conference/seminar fees. If meals or a gift card to purchase meals are provided by the training or conference, the cost of such meals (per the GSA rate in the travel location) shall be deducted from the Traveler's per diem allowance.

12.2.1 Event brochures/agendas are required documents to accompany the travel request. They will be used to determine what meals are provided as part of the event (included in the registration fee). When meals are provided, Travelers shall not receive a per diem for these meals.

12.3 Meal and Incidental Per Diem on First and Last Travel Days. The M&IE per diem is reimbursed for each full day (24 hours) of travel. First and last days of travel qualify for a 75% proportional M&IE per diem rate established by the GSA M&IE rate.

12.4 Day Trips/Same Day Travel (Conference, Training, Meeting, etc.)

12.4.1 Per diem rates apply and no receipts are required. The City's purchase card shall not be used to purchase meals. In calculating meal allowance for day trips/same day travel the following guidelines shall be used:

- Breakfast: to be reimbursed if the meeting begins before 8 a.m.

- Lunch: to be reimbursed if the meeting ends after 2 p.m.

Note: Per diem will not be allowed if meals are provided.

12.5 The M&IE per diem must be paid directly to the traveler. Travelers cannot claim an M&IE per diem on behalf of another person. Individual business travelers dining together will each be paid their respective per diem allowance. The applicable M&IE per diem, or proration for first and last day, is payable to the Traveler without itemization of expense or receipts. Reimbursement requests for actual expenses that exceed the M&IE per diem will not be reimbursed by the City.

12.6 In addition to the above, the following reimbursement policies apply:

12.6.1 Meals purchased at the hotel and added to lodging receipts or folios (including room service) will be deducted from the M&IE per diem allowance. Refer to Section 8.0 – Unauthorized Expenses.

12.6.2 Reimbursement claims in excess of the M&IE per diem will be reduced to the M&IE per diem.

12.6.3 Any provided meals will be deducted from the M&IE per diem for that day, including the proportional first or last day M&IE per diem.

12.6.4 In cases where breakfast is included in the room price, it must be stated in per diem worksheet and deducted from the per diem reimbursement.

12.6.5 Meals may not be paid using the City purchase card except as otherwise noted in this Policy.

12.6.6 If a Traveler has dietary restrictions, religious requirements, or is otherwise unable to consume the provided meals, these meal values do not need to be deducted.

12.6.7 If the traveler spends an amount in excess of the per diem amount, the excess expense is not eligible for reimbursement.

12.6.8 The government per diem allowance is the maximum that can be reimbursed. If a Traveler spends less than this allowance, they can claim less than the maximum.

SECTION 13 - Miscellaneous Expenses

13.0 Travelers will be reimbursed for actual telephone, fax, parking expenses, tolls, tipping (excluding tips for meals and incidentals which fall under the Maximum Federal Rates), taxi, shuttle, ride-hailing services, hotel internet charges, or other reasonable expenses shall be supported by receipts. Where receipts are not available, a signed declaration of expenditure may be accepted by the Deputy Director of Administrative Services at their discretion.

13.1 Traveler's who have a City-issued cell phone or receive a cell phone stipend shall not be

reimbursed for cell phone or telephone costs unless there are extenuating circumstances such as no cell phone reception.

13.2 Hotel telephone bills should identify which calls were made regarding City business.

13.3 Travelers shall make every effort to utilize cost-effective means to park vehicles overnight. The City recommends overnight parking in the hotel where the Traveler is staying. Valet parking, while not encouraged, may be allowed if it is the only means available for reasonable and safe parking for the Traveler.

SECTION 14 - Cash Advances

14.0 From time to time, it may be necessary for a Traveler to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to the Finance Division no more than thirty (30) days before and no less than fifteen (15) days prior to the need for the advance. Every effort should be made to request the cash advance ahead of the normal check run date occurring before the need for the advance.

14.1 Upon request, department directors shall determine if a cash advance is necessary and appropriate.

14.2 Any unused advance must be returned to the City within ten (10) calendar days of the Travelers' return. If the Traveler fails to reconcile expenses upon their return, they shall forfeit the ability to receive future advances.

SECTION 15 – Expense Report and Receipts

15.0 All cash advance expenditures and expense reimbursement requests must be submitted on an expense report form provided by the Department of Administrative Services-Finance Division.

15.1 Expense reports must document that the expenses incurred meet the requirements of this Policy.

15.2 Expense reports shall be submitted within thirty (30) calendar days of an expense being incurred.

15.3 Itemized receipts are required for all business travel expenses, except M&IE, under a per diem allowance. Itemized receipts include the name of the vendor and a list of each cost incurred, item by item. In addition to the itemized receipt, all miscellaneous travel expenses shall include the following information:

15.3.1 The amount of the expenditure.

15.3.2 The date and place of the expenditure.

15.3.3 The business purpose of the expenditure.

15.3.4 If applicable, the business relationship to the person entertained, as well

as the individual's names.

SECTION 16 - Spouses and Guests

16.0 Spouses and guests may accompany Travelers on City travel and at conferences, seminars, and meetings in compliance with the Vehicle Use and Driving Standards Policy. However, any additional costs associated with the participation of a spouse or guest shall be the Travelers' responsibility.

SECTION 17- Combining Personal Travel with Official Business

17.0 Travelers may combine personal travel with business travel when pre-approved in writing by their department director. The City is responsible only for the official business portion of the trip.

17.1 When combining personal travel with official business travel, there is no reimbursement for lodging, meal per diem, car rental, or any other expense attributable to such portion considered personal travel. The Traveler must provide for their own rental vehicle during the time of personal travel and shall not extend the rental agreement secured by the City for official business travel.

SECTION 18 - Expenses to Accommodate Individuals with Disabilities

18.0 This Policy shall not be construed to limit the City's ability to reimburse Travelers for reasonable and necessary expenses above that which is otherwise permitted under this Policy where such additional reasonable expenses are necessary to accommodate for a disability.

SECTION 19 - Rates

19.0 The Finance Division is responsible for annually updating the Maximum Federal Rates published by the U.S. GSA. The Finance Division shall also update the IRS allowed mileage reimbursement rate on January 1 of each year or as any changes are implemented by the IRS.

SECTION 20 - Unforeseen and Uncontrollable Natural Events

20.0 Unforeseen and uncontrollable events are exclusively events that could not have been prevented by the exercise of foresight or caution by the Traveler. The City will reasonably cooperate with any Traveler to make lodging, meal, travel, and other reasonable accommodations where the Traveler's ability to travel has been impacted by such natural event(s). However, the City shall not pay overtime costs associated with such natural events.

SECTION 21 – Rewards Cards/Credits

21.0 The management of a personal rewards program is the responsibility of the Traveler, not

the City's. If the Traveler has been issued a purchase card, the Traveler shall use their purchase card rather than a personal credit card to book City travel.

21.1 Travelers shall not receive reimbursement for using airline and hotel rewards credits (credits, points, etc.) while conducting approved City business. Airline and hotel rewards credits do not translate to a cash value to be reimbursed by the City.

Adopted: June 25, 2024

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: California State Office of Traffic Safety (OTS) Grant Agreement

Date: September 23, 2025

Submitted By: Travis Pistochini, Fire Captain
Reginald Williams, Fire Chief

Department: Fire

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Submission of Office of Traffic Safety (OTS) Grant Application for Regional Crash Response and Extrication Improvement Program and Accepting an Award in the amount of $30,000 and Authorize the City Manager to Sign the Grant Agreement and Necessary Grant Documentation.

Background:
The California Office of Traffic Safety (OTS) is the state's designated highway safety office, awarding 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.

On January 30, 2025, the Rocklin Fire Department submitted a Grant Application (26-006519) to OTS for the Regional Crash Response and Extrication Improvement Program for the purchase of extrication equipment. The application highlighted the Fire Department's goal for better patient outcomes from traffic collisions involving vehicles weighing more than 10,000 pounds by reducing the response time of specialized extrication equipment and enhancing specific training for firefighters. In addition, the application documented the uptick in traffic collisions from 123 in 2022 to 135 in 2023 and 184 in 2024, coupled with increased motor vehicle traffic in and throughout the city limits, with heavier vehicles posing higher risks to human lives when involved in an accident. On June 4, 2025, the authorizing officer of OTS accepted the City's submittal and tentatively approved an award in the amount of $30,000. The final award will be forthcoming from OTS.

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 to California law enforcement agencies as part of a yearly funding that they receive from the Federal Government.

Fiscal Impact:
There is no additional fiscal impact associated with the staff recommendation and grant funding does not require a City match. The recommendation includes the necessary budget authority to implement and administer the $30,000 grant in the Grant/Other Reimbursables Fund (275).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - FY25-26 EM26027 Draft Grant Agreement

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 REGIONAL CRASH RESPONSE AND EXTRICATION IMPROVEMENT PROGRAM AND ACCEPTING AN AWARD IN THE AMOUNT OF $30,000 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), 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 January 30, 2025 Rocklin Fire Department submitted a Grant Application to OTS for the Regional Crash Response and Extrication Improvement Program. The application complied with the guidance provided in the California Office of Traffic Safety Grant Program Manual; and

WHEREAS, on June 4, 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 $30,000 (attached hereto as Exhibit A Draft 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, 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 submission of Office of Traffic Safety (OTS) Grant Application for the Regional Crash Response and Extrication Improvement Program Grant Number EM26027 and accepts the Grant award in the amount of $30,000 with specific terms of the Grant Agreement, in the form as attached hereto as Exhibit A 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.

Section 4. The City of Rocklin agrees to abide by the terms and conditions of the grant agreement as set forth by OTS.

PASSED AND ADOPTED this 23rd day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

1. GRANT TITLE
Regional Crash Response and Extrication Improvement Program

2. NAME OF AGENCY
Rocklin

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Rocklin Fire Department

5. GRANT DESCRIPTION
The city/county/regional fire agency will improve their crash response and extrication times by purchasing extrication equipment. Best practice strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic crash scenes and the time to extricate the victims of traffic crashes, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $30,000.00
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: Reginald Williams
TITLE: Fire Chief
EMAIL: reginald.williams@rocklin.ca.us
PHONE: (916) 625-5310
ADDRESS: 4060 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: Karen Smith
TITLE: Administrative Analyst
EMAIL: karen.smith@rocklin.ca.us
PHONE: 916-625-5356
ADDRESS: 4060 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 Road CITY: Rocklin ZIP+4: 95677-2720

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$30,000.00**
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 **$30,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED			TOTAL AMOUNT ENCUMBERED TO DATE **$30,000.00**		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
Rocklin, CA is a small but growing city composed primarily of residential communities and retail businesses to support a climbing residential population of approximately 75,000 people. The city is located in South Placer County at the interchange of Interstate 80 and State Highway 65. Rocklin is surrounded by neighboring communities to the north by the Town of Loomis and City of Lincoln and to the south and west by the City of Roseville.

Rocklin is home to 21 highly ranked public and charter schools including Sierra Community College and Jessup University, which generate significant weekday vehicular and pedestrian traffic and increase the daily population to approximately 100,000 people. There are several major commercial retail shopping centers producing significant traffic throughout the weekdays and weekends. Other prime destinations in the area draw throngs of visitors include Thunder Valley Casino and Hotel, snow recreation in the foothills, water recreation at Lake Folsom, and annual community events.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
Rocklin Fire Department (RFD) protects and responds to incidents occurring within or near the city limits of Rocklin, CA including two major roadways: Interstate 80 and State Highway 65. RFD personnel also participate in local and statewide mutual aid efforts when called upon. We value the partnerships with our neighboring jurisdictions, state and federal agencies.

As Rocklin has developed and the population increased, the City's 550 lane miles of road have become busier with people commuting to work, taking kids to school, or just walking or biking to the numerous parks in the area. The major roadways are heavily traveled that connect the valley and foothill communities to Interstate 5, Highways 49 and 99, and State Route 70. Commuter, local, and recreational traffic on these major arteries continues to show a steady increase, resulting in more opportunities for traffic crashes on highways and ancillary streets.

Per the California Office of Traffic Safety (OTS), in 2021 and 2022, RFD responded to a combined 339 injury vehicle crashes. Per RFD's Record Management System, from 2022 through 2024, RFD responded to 726 Motor Vehicle Accidents, 8 of which required extrication equipment. RFD participates in a "Cooperative Regional Response" for extrication and Emergency Medical Services at vehicle crashes. That means surrounding cities will provide aid and support to the City of Rocklin and vice versa. Vehicle crash traffic incidents pose challenges in our community due to the multiple highways, constrained resources, and extended response times to have specialized resources on scene.

RFD's mission is to "minimize risk, increase safety, and improve the quality of life in our community by responding quickly, solving problems, and being nice." In order to support this mission, RFD needs the appropriate extrication/stabilization equipment for heavy vehicles. A "heavy vehicle" is defined as a vehicle that weighs 10,001 pounds or greater. There are 8 vehicle weight classes ranging from zero to greater than 33,001 lbs. Vehicle weight class 3 (10,001-14,000 lbs) includes recognizable vehicles like the GMC Hummer EV and Chevy Silverado 3500 HD. With more of these heavier type vehicles traversing the roadways, the increase in the need for heavy vehicle extrication/stabilization equipment arises.

The current equipment that is owned and carried on RFD Truck 24 is not rated for lifting and stabilizing heavy vehicles (>10,001 lbs), resulting in extended response times while waiting for mutual aid resources and potentially reducing favorable patient/victims outcomes. The specialized equipment built for a heavy extrication/stabilization is not readily available within Placer County at any local agency. The City of Rocklin and surrounding jurisdictions rely on Sacramento Metro Fire District's Rescue 21. Due to budget limitations general funds are not available for the purchase of specialized heavy vehicle extrication/stabilization equipment.

The new equipment will positively increase patient/victim outcomes while complying with industry standards and increasing fire personnel/community safety. The new generation of heavy vehicle stabilization equipment has reduced set up times, more lifting capabilities, and increased safety for the victims and the first responders on scene. The proposed tools would decrease the time it takes first responders to extricate patients and initiate hospital transportation, thus leading to a higher success rate of patient survivability.

The requested tools would allow RFD to transition away from a Trench rescue response model and to the preferred Heavy Vehicle Extrication Response model by re-purposing an existing set of struts for Trench Rescue to Vehicle Extrication with all necessary adaptors and accessories. The City of Rocklin prides itself on being fiscally responsible; by re-purposing a very capable set of rescue struts and seeking the funding to complete the complement for Heavy Vehicle Extrication/Stabilization we can meet that goal.

Define the target population the grant intends to serve and how they are affected by the problem(s).
The target population this grant intends to serve are persons who find themselves in situations that require an emergency response by the fire department to lift, remove, or stabilize heavy objects, like a vehicle, trailer, building debris, traffic lighting poles/structures, fallen trees, boulders, or concrete traffic barriers, etc. Any object, more specifically objects exceeding 10,001 lbs, that obstructs the ability of fire personnel to access a person in need.

The City of Rocklin hosts tens of thousands of visitors daily who travel to Rocklin for work, school, friends/family, or recreation as well as travelers passing through Rocklin who stop to enjoy shopping or dining on their way to their final destination. Any person could be involved in an crash or caught in a situation necessitating emergency help. There are no exceptions.

RFD desires to be adaptable in any circumstance it faces. To be adaptable means to have the necessary tools, equipment, and training to be able to render the help and aid needed. Several RFD firefighters have received specialized training in heavy vehicle extrication/stabilization to provide an appropriate response when called upon within our own jurisdiction or the surrounding area. We are missing some of the tools/equipment.

Our city is home to several high end dealerships, large manufactures, and incorporates acres of surrounding agriculture necessitating semi-trucks traveling the interior streets of Rocklin daily. Rocklin also has one train depot with several miles of rail track passing through the city connecting to Reno, NV and Roseville, CA, which is a major Western regional hub for switching train cars. All of these modes of transportation easily qualify as heavy vehicles necessitating the need for specialized extrication/stabilization equipment if they are involved in an crash.

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. Decrease the average extrication time, from the time of arrival at the crash site to transport.

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. Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction.	1
3. Train firefighters in the use of the new equipment.	14
4. Conduct traffic safety presentations with an effort to reach persons and communities.	2
5. Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.	2

6. Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.	1
7. Station 24 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 90 minutes to 60 minutes.	60

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.
- Submit purchase orders to equipment vendors for purchase of the equipment.
- Prepare and execute Memorandums of Understanding (MOU) with recipient agencies.

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)

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

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
402EM-26	20.600	State and Community Highway Safety	$30,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
Stabilization Kit	402EM-26	$30,000.00	1	$30,000.00
Category Sub-Total				$30,000.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$30,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS Stabilization Kit - Stabilization kits are generally comprised of hydraulic and manual rescue jacks, struts, braces, chocks, cribbing, wedges, tripods, ratchet straps and chains, used for stabilizing vehicles while performing extrications. It includes equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will 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 with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Montreo Final Map

Date: September 23, 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 Montreo Subdivision/(SD-2004-03) 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 (Montreo Subdivision/(SD-2004-03)).
C. Adopt a Resolution of the City Council of the City of Rocklin Accepting Grant of Open Space Easement (Hillside and Bluff Protection) (Montreo Subdivision/(SD-2004-03)).

Background:

The tentative subdivision map for Clover Valley/(SD-2004-03), was approved by the City Council on August 28, 2007, per Resolution No. 2007-247. This allowed the further subdivision of Large Parcels created with the Clover Valley Large Lot Tentative Subdivision Map (SD-98-05), approved per Resolution No.2007-246, into 558 residential small lots, and 82 landscape lots. Portions of the subdivision are being developed in phases, with this phase addressing Units 16 & 17, subdividing 18.83+/- acres into 51 single family residential lots, one (1) open space lot, and one (1) lot to be dedicated to South Placer Municipal Utility District for a sewer lift station. The private streets are to be dedicated in fee to the Montreo Homeowner's Association, and will be maintained by the association.

This project is located at the north-easterly portion of the City, bounded to the west by Park Drive, bounded to the north, south and east by land known as "Clover Valley", and the cross street to the south is Coldwater Place. The Principals are Ford's Pop & Gaggie LLC, a California Limited Liability Company; RDMCV LLC, a California Limited Liability Company; JAC LLC, a California Limited Liability Company; and JAB Clover Valley LLC, a California Limited Liability Company; hereinafter called "Principal".

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 developer has guaranteed the construction of the improvements associated with this map with the Subdivision Improvement Agreement (Attachment 3) and Subdivision Landscaping Agreement (Attachment 6). The map is ready for approval.

Fiscal Impact:
Open space lot A and the streets are offered for dedication in fee to the Montreo Homeowner's Association on the Final Map and will be maintained by the association. Lot B is being dedicated to South Placer Municipal Utility District (SPMUD), and will be maintained by SPMUD.

ATTACHMENTS:
1. Resolution A - Final Map and Subdivision Improvement Agreement.
2. Resolution A Exhibit A - Final Map (11x17)
3. Resolution A Exhibit B - Subdivision Improvement Agreement
4. Resolution A - Exhibit 1 to Subdivision Improvement Agreement
5. Resolution B - Subdivision Landscaping Agreement
6. Resolution B Exhibit A - Subdivision Landscaping Agreement
7. Resolution B - Exhibit 1 to Subdivision Landscaping Agreement
8. Resolution C - Open Space Easement
9. Resolution C Exhibit A - Open Space Easement
10. Resolution C - Exhibit 1 to Open Space Easement-Plat
11. Resolution C - Exhibit 2 to Open Space Easement - OS&FMP

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE FINAL MAP OF
MONTREO SUBDIVISION/(SD-2004-03)
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 Montreo Subdivision/(SD-2004-03) (the "Subdivision") and as submitted by Ford's Pop & Gaggie LLC, a California Limited Liability Company; RDMCV LLC, a California Limited Liability Company; JAC LLC, a California Limited Liability Company; and JAB Clover Valley LLC, a California Limited Liability Company (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 Engineer 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. The City Surveyor has reviewed the map and has determined that it is technically correct, 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 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 23rd day of September, 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

FINAL MAP OF
MONTREO

A SUBDIVISION OF RESULTANT PARCEL 5
DESCRIBED IN DOCUMENT NO. 2022–0068118
BEING A PORTION OF SECTIONS 5 & 6
TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

OWNER'S STATEMENT:

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

A. A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, STORM DRAIN AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATION AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR SURFACE DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; TOGETHER WITH UNITED STATES MAIL DELIVERY AND RECEIPT, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS BLACK RAIL LOOP, BLACK RAIL COURT AND YELLOW RAIL COURT SHOWN HEREON, TOGETHER WITH THOSE STRIPS OF LAND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.) SHOWN HEREON.

END OF PUBLIC DEDICATIONS

THE OWNERS HEREBY DEDICATE IN FEE TO THE MONTREO HOMEOWNER'S ASSOCIATION THE FOLLOWING:

B. LOT A, FOR OPEN SPACE.

C. BLACK RAIL LOOP, BLACK RAIL COURT AND YELLOW RAIL COURT.

THE OWNERS HEREBY DEDICATE TO THE MONTREO HOMEOWNER'S ASSOCIATION THE FOLLOWING EASEMENT:

D. 10' DRAINAGE EASEMENT ACROSS LOT B.

END OF PRIVATE DEDICATIONS

FORD'S POP & GAGGIE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY;

RDMCV LLC, A CALIFORNIA LIMITED LIABILITY COMPANY;

JAC LLC, A CALIFORNIA LIMITED LIABILITY COMPANY;

JAB CLOVER VALLEY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY;

BY: _____ BY: _____

PRINT: _____ PRINT: _____

TITLE: _____ TITLE: _____

BY: _____ BY: _____

PRINT: _____ PRINT: _____

TITLE: _____ TITLE: _____

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 _____ , 2025, BEFORE ME,_____, 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 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: _____
NOTARY PUBLIC, STATE OF CALIFORNIA
_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "MONTREO" 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 FORD'S POP & GAGGIE LLC, IN MARCH 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS 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 THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
BRADEN BARNUM, L.S. 8507 DATE
EXPIRES 12–31–2026

LICENSED PROFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-26
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

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

_____ _____
LARRY M. WING, RCE 29836 DATE
CITY SURVEYOR, CITY OF ROCKLIN
LICENSE EXPIRES: 3–31–2027

CITY ENGINEER'S STATEMENT:

I CHRISTOPHER S. LADEAS, CITY ENGINEER, CITY OF ROCKLIN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "MONTREO" 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.

_____ _____
CHRISTOPHER S. LADEAS, RCE 80414 DATE
CITY ENGINEER, CITY OF ROCKLIN
LICENSE EXPIRES: 3–31–2027

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 _____ , 2025, BEFORE ME,_____, 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 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: _____
NOTARY PUBLIC, STATE OF CALIFORNIA
_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

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 "MONTREO", (SD–2004–03), AND ACCEPTED, ON BEHALF OF THE PUBLIC AND UTILITY AGENCIES, THE EASEMENTS FOR PUBLIC UTILITY PURPOSES IN CONFORMANCE WITH THE TEPMS OF THE OFFER OF DEDICATION.

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

RECORDER'S STATEMENT:

ACCEPTED FOR RECORDATION AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF CENTERPOINT ENGINEERING AT _____ MINUTES AFTER _____O'CLOCK _____.M ON THE _____ DAY OF _____ 2025, AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____.

FILE NO. _____ RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

FEE: _____ BY: _____
DEPUTY

FINAL MAP OF
MONTREO

A SUBDIVISION OF RESULTANT PARCEL 5
DESCRIBED IN DOCUMENT NO. 2022–0068118
BEING A PORTION OF SECTIONS 5 & 6
TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

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 _____ , 2025, BEFORE ME,_____, 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 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:

_____
NOTARY PUBLIC, STATE OF CALIFORNIA

_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

BASIS OF BEARING:

THE EAST LINE OF SECTION 31, T..12N., R.7E., M.D.M., BETWEEN THE MONUMENTS SHOWN HEREON AS FOUND, AS SAID MONUMENTS ARE SHOWN ON "RECORD OF SURVEY #1448", FILED IN BOOK 11 OF MAPS, AT PAGE 154, OF PLACER COUNTY RECORDS. THE BEARING OF WHICH IS TAKEN AS NORTH 00°20'12" WEST.

REFERENCES:

(1) RECORD BEARINGS AND CALCULATED GROUND DISTANCES PER BOOK 2 OF SURVEYS, PAGE 25

(2) RECORD PER BOOK 8 OF SURVEYS, PAGE 130

(3) RECORD PER BOOK 11 OF SURVEYS, PAGE 154

(4) RECORD PER BOOK V OF MAPS, PAGE 29

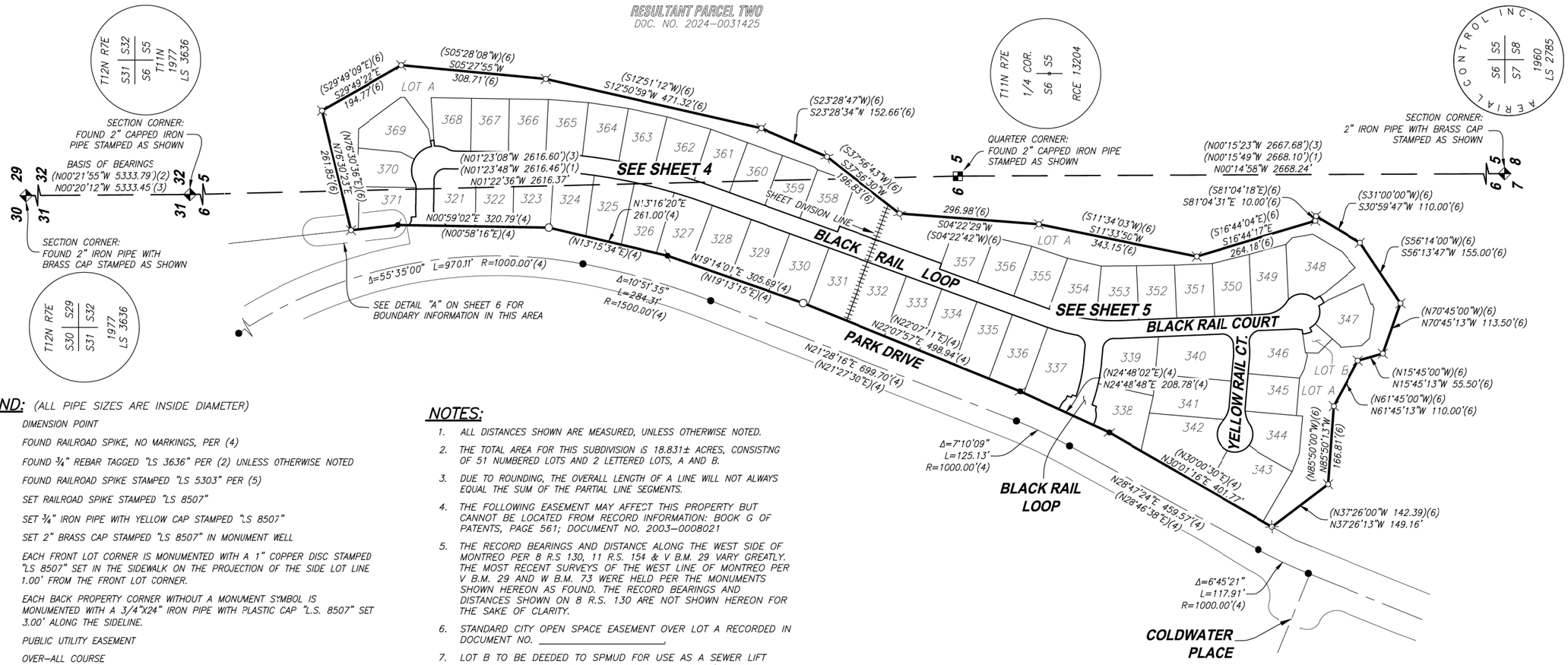
(5) RECORD PER BOOK W OF MAPS, PAGE 73

(6) RECORD PER DOCUMENT NO. 2022–0068118

FINAL MAP OF MONTREO

A SUBDIVISION OF RESULTANT PARCEL 5
DESCRIBED IN DOCUMENT NO. 2022–0068118
BEING A PORTION OF SECTIONS 5 & 6
TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677



LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

○	DIMENSION POINT
●	FOUND RAILROAD SPIKE, NO MARKINGS, PER (4)
⚬	FOUND ¾" REBAR TAGGED "LS 3636" PER (2) UNLESS OTHERWISE NOTED
✱	FOUND RAILROAD SPIKE STAMPED "LS 5303" PER (5)
⚲	SET RAILROAD SPIKE STAMPED "LS 8507"
⊗	SET ¾" IRON PIPE WITH YELLOW CAP STAMPED "LS 8507"
◎	SET 2" BRASS CAP STAMPED "LS 8507" IN MONUMENT WELL
⊥	EACH FRONT LOT CORNER IS MONUMENTED WITH A 1" COPPER DISC STAMPED "LS 8507" SET IN THE SIDEWALK ON THE PROJECTION OF THE SIDE LOT LINE 1.00' FROM THE FRONT LOT CORNER.
⊥	EACH BACK PROPERTY CORNER WITHOUT A MONUMENT SYMBOL IS MONUMENTED WITH A 3/4"X24" IRON PIPE WITH PLASTIC CAP "L.S. 8507" SET 3.00' ALONG THE SIDELINE.
P.U.E.	PUBLIC UTILITY EASEMENT
(OA)	OVER–ALL COURSE
(R)	RADIAL BEARING

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

NOTES:

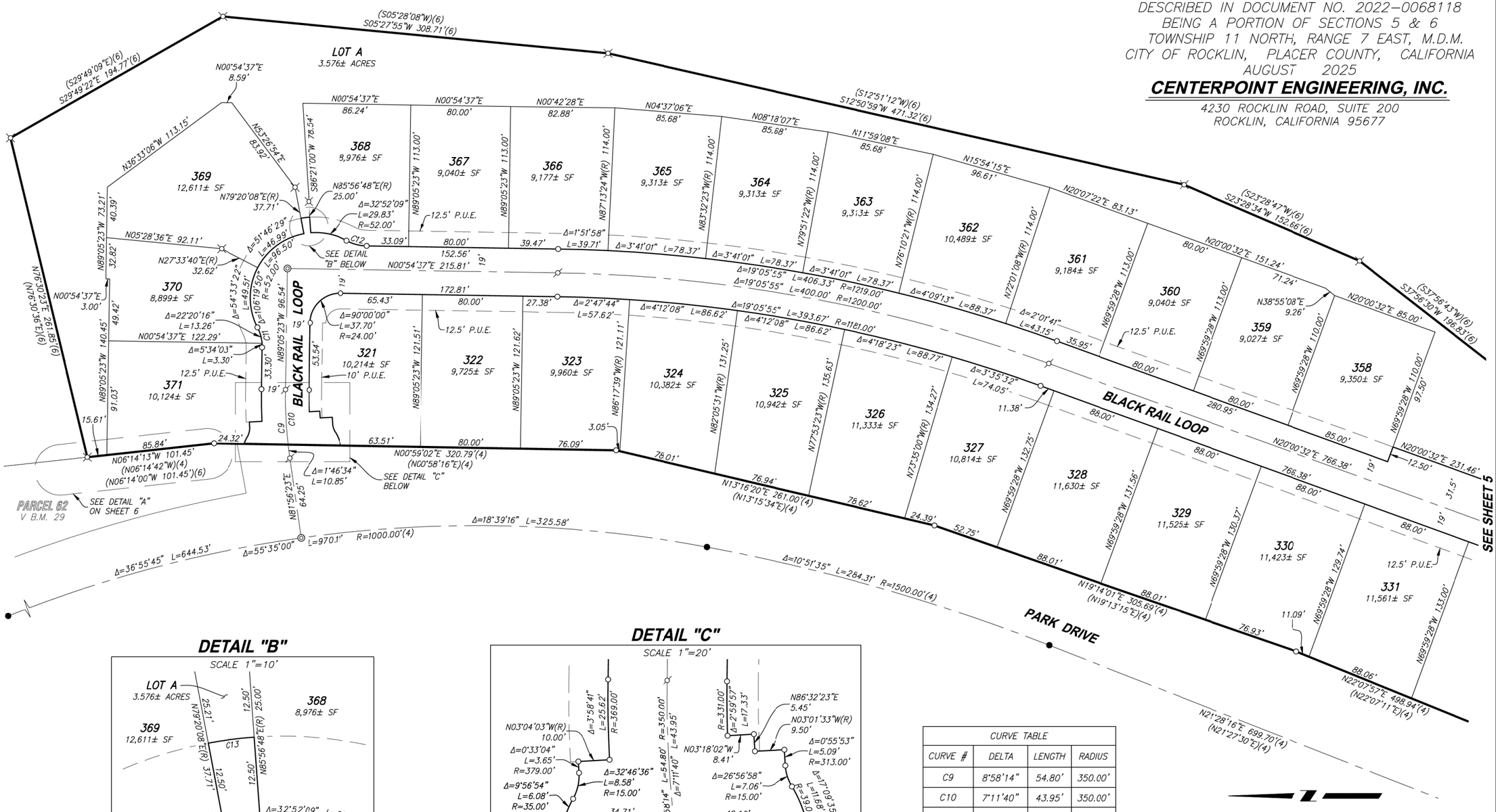
1. ALL DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
2. THE TOTAL AREA FOR THIS SUBDIVISION IS 18.831± ACRES, CONSISTING OF 51 NUMBERED LOTS AND 2 LETTERED LOTS, A AND B.
3. DUE TO ROUNDING, THE OVERALL LENGTH OF A LINE WILL NOT ALWAYS EQUAL THE SUM OF THE PARTIAL LINE SEGMENTS.
4. THE FOLLOWING EASEMENT MAY AFFECT THIS PROPERTY BUT CANNOT BE LOCATED FROM RECORD INFORMATION: BOOK G OF PATENTS, PAGE 561; DOCUMENT NO. 2003–0008021
5. THE RECORD BEARINGS AND DISTANCE ALONG THE WEST SIDE OF MONTREO PER 8 R.S 130, 11 R.S. 154 & V B.M. 29 VARY GREATLY. THE MOST RECENT SURVEYS OF THE WEST LINE OF MONTREO PER V B.M. 29 AND W B.M. 73 WERE HELD PER THE MONUMENTS SHOWN HEREON AS FOUND. THE RECORD BEARINGS AND DISTANCES SHOWN ON 8 R.S. 130 ARE NOT SHOWN HEREON FOR THE SAKE OF CLARITY.
6. STANDARD CITY OPEN SPACE EASEMENT OVER LOT A RECORDED IN DOCUMENT NO. _____.
7. LOT B TO BE DEEDED TO SPMUD FOR USE AS A SEWER LIFT STATION AND APPURTENANCES ALONG WITH THE 20' SEWER EASEMENT SHOWN ON SHEET 7.
8. THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "MONTREO", A COMMON INTEREST DEVELOPMENT, BEING RECORDED CONCURRENTLY WITH THIS MAP AS DOCUMENT NO. _____ _____.
9. OPEN SPACE LOT A IS SUBJECT TO AN OPEN SPACE MANAGEMENT AND FUEL MODIFICATION PLAN.
10. THE 100–YR FLOOD PLAIN IS NOT LOCATED ON THE PROPERTY BEING SUBDIVIDED. ALL BUILDING PADS WILL BE WELL IN EXCESS OF TWO (2) FEET ABOVE THE NEAREST 100–YR FLOOD PLAIN ELEVATION.

FINAL MAP OF MONTREO

A SUBDIVISION OF RESULTANT PARCEL 5
DESCRIBED IN DOCUMENT NO. 2022–0068118
BEING A PORTION OF SECTIONS 5 & 6
TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

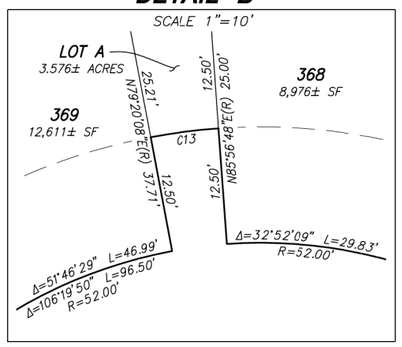
CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

RESULTANT PARCEL TWO
DOC. NO. 024–0031425



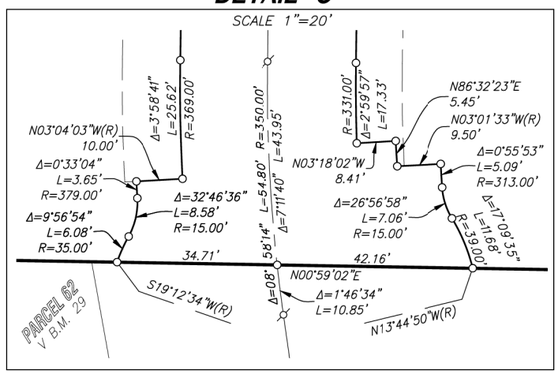
DETAIL "B"

SCALE 1"=10'



DETAIL "C"

SCALE 1"=20'



CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C9	8°58'14"	54.80'	350.00'
C10	7°11'40"	43.95'	350.00'
C11	27°54'20"	16.56'	34.00'
C12	27°54'20"	16.56'	34.00'
C13	6°36'40"	7.44'	64.50'

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

RESULTANT PARCEL TWO
DOC. NO. 024-0031425

LOT A
3.576± ACRES

LINE TABLE		
LINE #	DIRECTION	LENGTH
L2	N45°26'17"W	42.31'
L3	N01°01'29"E	27.07'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	7°25'52"	25.94'	200.00'
C2	38°25'03"	39.56'	59.00'
C3	38°25'03"	39.56'	59.00'
C4	11°39'18"	12.00'	59.00'
C5	14°31'01"	93.49'	369.00'
C6	26°56'58"	7.06'	15.00'
C7	9°09'14"	66.94'	419.00'
C8	101°59'46"	67.65'	38.00'
C14	82°24'01"	54.65'	38.00'

FINAL MAP OF
MONTREO

A SUBDIVISION OF RESULTANT PARCEL 5
DESCRIBED IN DOCUMENT NO. 2022-0068118
BEING A PORTION OF SECTIONS 5 & 6
TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

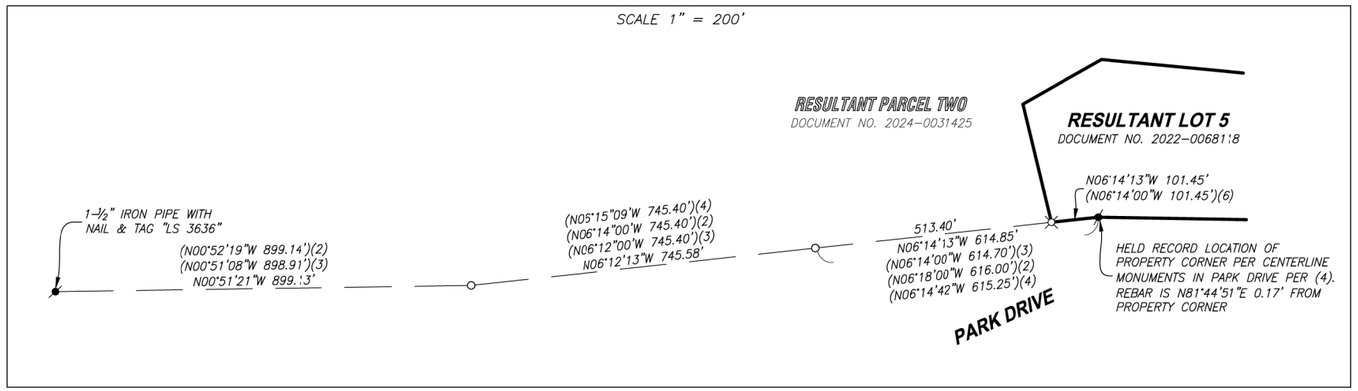
CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

DETAIL "D"
SCALE 1" = 30'

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

DETAIL "A"

SCALE 1" = 200'



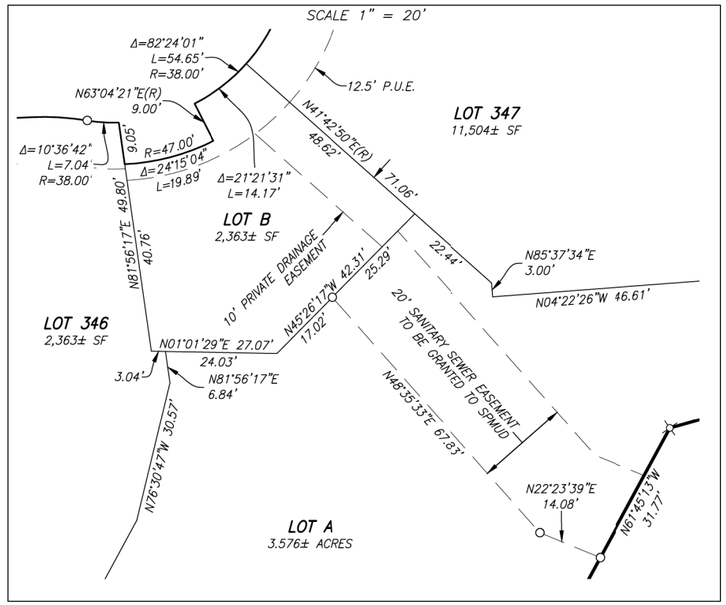
FINAL MAP OF
MONTREO

A SUBDIVISION OF RESULTANT PARCEL 5
DESCRIBED IN DOCUMENT NO. 2022-0068118
BEING A PORTION OF SECTIONS 5 & 6
TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

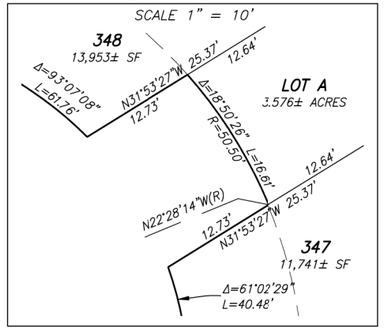
DETAIL "E"

SCALE 1" = 20'



DETAIL "F"

SCALE 1" = 10'



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

CITY OF ROCKLIN – LOCAL AGENCY INFORMATION SHEET

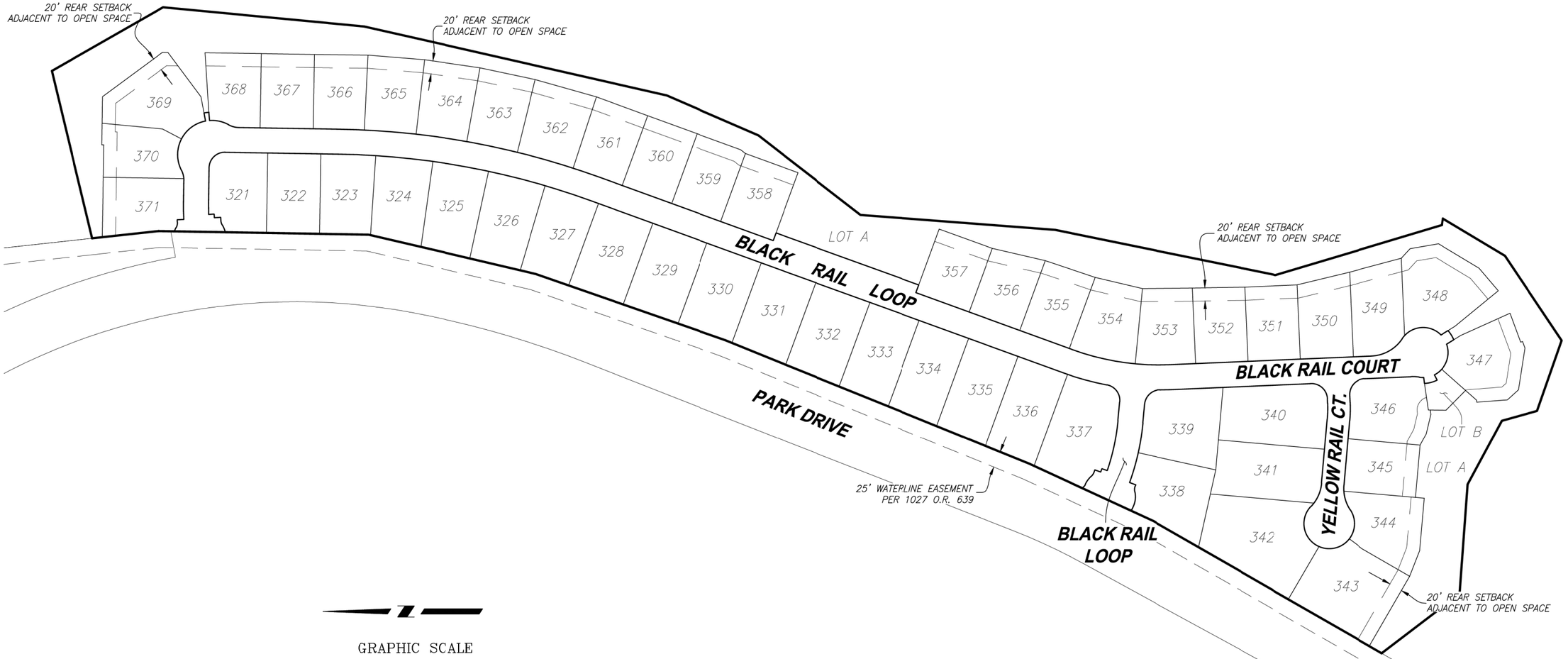
THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AS REQUIRED BY SECTION 66434.2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND LOCAL ORDINANCE.

THE INFORMATION SHOWN DESCRIBES CONDITIONS AS OF THE DATE OF FILING. IT IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THE INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS ADDITIONAL INFORMATION SHEET.

FINAL MAP OF MONTREO

A SUBDIVISION OF RESULTANT PARCEL 5
DESCRIBED IN DOCUMENT NO. 2022–0068118
BEING A PORTION OF SECTIONS 5 & 6
TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

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: Montreo
Subdivision No.: SD-2004-03.
Recorded at: Book _____ of Maps, at Page_____,
Placer County Recorder
Principal: Ford's Pop & Gaggie LLC, a California Limited Liability Company; RDMCV LLC, a California Limited Liability Company; JAC LLC, a California Limited Liability Company; JAB Clover Valley LLC, a California Limited Liability Company
Effective Date: Sept 23, 2025

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is entered into by and between the City of Rocklin, hereinafter called "City," and Ford's Pop & Gaggie LLC, a California Limited Liability Company; RDMCV LLC, a California Limited Liability Company; JAC LLC, a California Limited Liability Company; and JAB Clover Valley LLC, a California Limited Liability Company; hereinafter called "Principal," on the 23rd day of September, 2025.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Clover Valley, of which this agreement addresses Units 16 & 17 ("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 improvement plans for the Subdivision, dated May 20, 2025, submitted to and reviewed by the City Engineer and on file in the office of the City Engineer, or subsequently revised and approved by 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 twenty-four **(24) 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: **Four Million Seven Hundred Twenty-Eight Thousand Eighty-Three dollars ($4,728,083.00).**

(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: **Nine Hundred Forty-Five Thousand Six Hundred Seventeen dollars ($945,617.00) 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: **Eleven Thousand dollars ($11,000.00)**

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, 2027**, 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 signatures on next 2 pages

PRINCIPAL

Ford's Pop & Gaggie LLC, a California Limited Liability Company

By: _____

(*Signature*)

_____

(*Type Name*)

_____

(*Type Title*)

RDMCV LLC, a California Limited Liability Company

By: _____

(*Signature*)

_____

(*Type Name*)

_____

(*Type Title*)

JAC LLC, a California Limited Liability Company

By: _____

(*Signature*)

_____

(*Type Name*)

_____

(*Type Title*)

JAB Clover Valley LLC, a California Limited Liability Company

By: _____
(*Signature*)

_____
(*Type Name*)

_____
(*Type Title*)

APPROVED AS TO FORM:

_____
Crystal Hodgson, Assistant City Attorney

ATTEST:

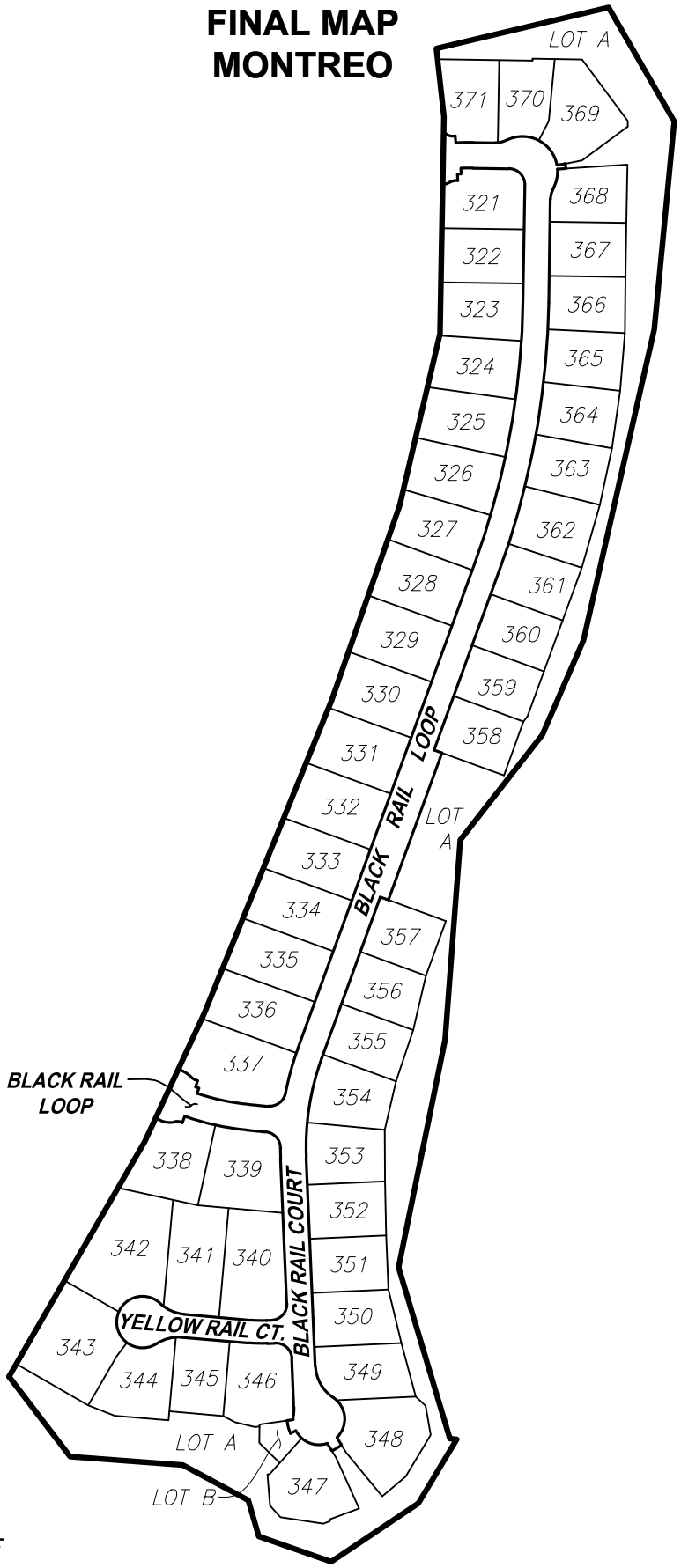
_____
Avinta Singh, City Clerk

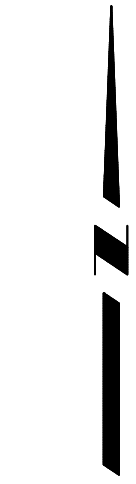
ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR CITY OF ROCKLIN

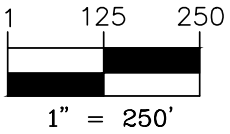
ATTACH CURRENT NOTARY ACKNOWLEDGEMENTS FORMS FOR PRINCIPALS

EXHIBIT 1
TO SUBDIVISION IMPROVEMENT AGREEMENT
PLAT OF FINAL MAP

EXHIBIT "1"
FINAL MAP
MONTREO







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 (MONTREO SUBDIVISION/(SD-2004-03))

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 Montreo Subdivision/SD-2004-03) (the "Subdivision") and as submitted by Ford's Pop & Gaggie LLC, a California Limited Liability Company; RDMCV LLC, a California Limited Liability Company; JAC LLC, a California Limited Liability Company; and JAB Clover Valley LLC, a California Limited Liability Company (the "Subdivider").

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 23rd day of September, 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: Montreo
Subdivision No.: SD-2004-03
Recorded at: Book _____ of Maps, at Page_____,
Placer County Recorder
Principal: Ford's Pop & Gaggie LLC, a California Limited Liability Company; RDMCV LLC, a California Limited Liability Company; JAC LLC, a California Limited Liability Company; JAB Clover Valley LLC, a California Limited Liability Company

Effective Date: September 23, 2025

SUBDIVISION LANDSCAPING AGREEMENT

This Subdivision Landscaping Agreement is entered into by and between the City of Rocklin, hereinafter called "City," and Ford's Pop & Gaggie LLC, a California Limited Liability Company; RDMCV LLC, a California Limited Liability Company; JAC LLC, a California Limited Liability Company; and JAB Clover Valley LLC, a California Limited Liability Company; hereinafter called "Principal," on the 23rd day of September, 2025.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Clover Valley, of which this agreement addresses Units 16 & 17 ("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, dated May 20, 2025, submitted to and reviewed by the City Engineer and on file in the office of the City Engineer, or subsequently revised and approved by 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 twenty-four (24) 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: **One Hundred Five Thousand dollars ($105,000.00).**

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 **Twenty-one Thousand dollars ($21,000.00)** 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

Ford's Pop & Gaggie LLC, a California Limited Liability Company

By:_____
(*Signature*)

_____
(*Type Name*)

_____
(*Type Title*)

RDMCV LLC, a California Limited Liability Company

By: _____
(*Signature*)

_____
(*Type Name*)

_____
(*Type Title*)

JAC LLC, a California Limited Liability Company

By: _____
(*Signature*)

_____
(*Type Name*)

_____
(*Type Title*)

JAB Clover Valley LLC, a California Limited Liability Company

By: _____
(*Signature*)

_____
(*Type Name*)

_____
(*Type Title*)

APPROVED AS TO FORM:

_____
Crystal Hodgson, Assistant City Attorney

ATTEST:

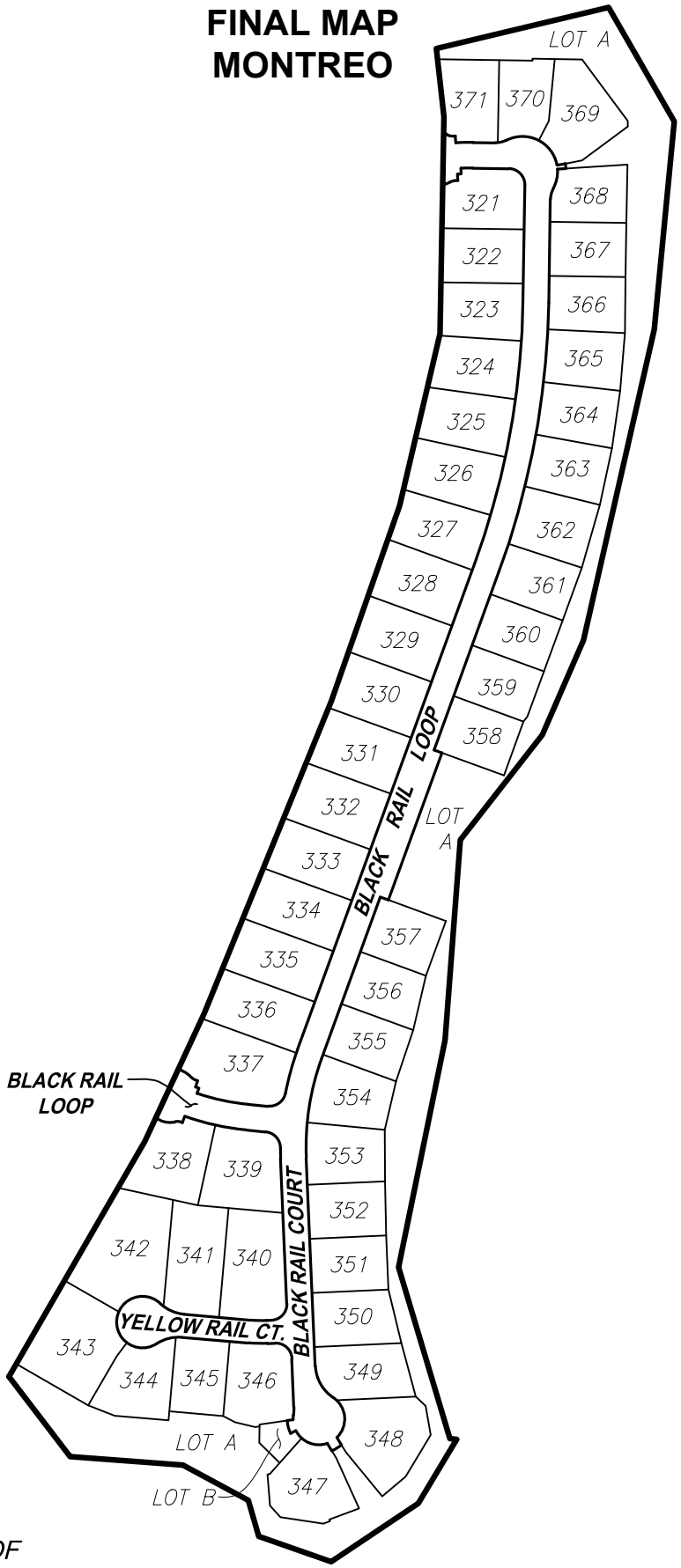
_____
Avinta Singh, City Clerk

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR CITY OF ROCKLIN

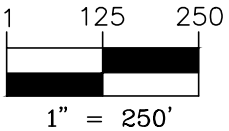
ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR PRINCIPAL

EXHIBIT 1
TO SUBDIVISION LANDSCAPING AGREEMENT

EXHIBIT "1"
FINAL MAP
MONTREO







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

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING GRANT OF OPEN SPACE EASEMENT
(HILLSIDE AND BLUFF PROTECTION)
(Montreo Subdivision/(SD-2004-03))

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

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

A. Approval of the tentative subdivision map for the subdivision known as Montreo Subdivision/SD-2004-03) was conditioned on, among other things, dedication of open space easements over portions of the real property included in the tentative map, which real property is shown and described in Exhibit A attached hereto and by this reference incorporated herein;

B. The subdivider wishes to file for record a final subdivision map for Montreo and wishes to satisfy the above-described condition by offering to grant to the City of Rocklin an open space easement with covenants in the form attached hereto as Exhibit A;

C. Preservation of the land as open space is consistent with the Rocklin General Plan; and

D. The preservation of land as open space is in the best interest of the City of Rocklin and is important to the public for the enjoyment of scenic beauty for the following reasons:

1. The land is essentially unimproved, and if retained in its natural state, it has scenic value to the public and is valuable as a watershed and wildlife preserve;

2. It is in the public interest that the land remain in its natural state, including the trees and other natural growth, as a means of preventing floods and because of its value as watershed;

3. The land, if retained as open space, will add to the amenities of living in the neighboring urbanized areas; and

4. The instrument conveying the open space easement to the City of Rocklin contains appropriate covenants to ensure that the public interest will be served in these ways.

Section 2. The City Council of the City of Rocklin accepts the grant of open space easement with covenants in the form attached as Exhibit A and by this reference incorporated herein.

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

PASSED AND ADOPTED this 23rd day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A
GRANT OF OPEN SPACE EASEMENT

Recording Requested by
and Return to:

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

Exempt from filing fees
Per Gov't Code § 27383
Exempt from Documentary Transfer Tax
Per Rev & Tax Code §11922
Transfer Tax Due=$0.00

GRANT OF OPEN SPACE EASEMENT WITH COVENANTS
(HILLSIDE AND BLUFF PROTECTION)
(Montreo (Clover Valley Units 16 & 17))

1. Ford's Pop & Gaggie LLC, a California Limited Liability Company; RDMCV LLC, a California Limited Liability Company; JAC LLC, a California Limited Liability Company; and JAB Clover Valley LLC, a California Limited Liability Company; ("Grantor"), hereby grants to the City of Rocklin, a municipal corporation, ("Grantee"), a perpetual open space easement, in that certain real property situated in the City of Rocklin, County of Placer, State of California, as shown and described in Exhibit 1, attached hereto and incorporated by reference herein ("Open Space Property"). This open space easement is given pursuant to Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the California Government Code.

2. Grantor and Grantee recognize that the Open Space Property has significant value and that this value will add to the public's enjoyment of and awareness for the need to preserve these amenities while living in an urbanized area. The purpose of this open space easement is to keep the Open Space Property in a condition that preserves its significant topographical features to as much of an extent as reasonably possible for the enjoyment and benefit of the public. In order that the Open Space Property be so kept, Grantor shall not:

a. Place, erect, construct, or maintain any improvement on the Open Space Property, including but not limited to fencing, except four-inch by four-inch (4" X 4") metal posts marking the boundaries of the Open Space Property.

b. Cut, remove or otherwise disturb trees, shrubs, or other natural growth found on the Open Space Property, except as may be required for fire prevention as defined in the Open Space Management and Fuel Modification Plan dated March 17, 2024, attached as Exhibit 2, erosion

control, thinning, or elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this agreement. Grantor shall not plant any trees, shrubs, or other vegetation upon the Open Space Property, except as provided for in paragraph 3.c. of this easement;

c. Enter upon the surface to mine, extract or otherwise remove any archaeological or natural resource found or located in the Open Space Property, or excavate, grade, remove or otherwise disturb any existing sand, soil, rock, gravel or other material found or located in the Open Space Property;

d. Use any portion of the Open Space Property as a dump site, parking lot, storage area or any other use which is inconsistent with the stated purposes, terms, conditions, restrictions and covenants of this easement, or the findings of the City Council of the City of Rocklin relative to the Open Space Property pursuant to Government Code section 51080 et seq.;

e. Operate or permit the operation on the Open Space Property of any motor driven or powered vehicle, except as may be required for fire prevention, elimination of diseased growth or similar preventive measures, as defined in the Open Space Management and Fuel Modification Plan dated March 17, 2024, attached as Exhibit 2.

f. Permit any advertising of any kind to be located on any portion of the Open Space Property.

3. Grantor hereby reserves to itself, its successors in interest and assigns, the right to use the Open Space Property in any manner which is consistent with the purposes and terms of this easement and with existing zoning and other laws, rules and regulations of the State of California and the City of Rocklin. The rights so reserved include, but are not limited to the following:

a. The right to maintain all existing landscaping and terrain in its present condition;

b. The right to exclude members of the public from trespassing upon the Open Space Property;

c. The right to cover the site with soil and landscaping subject to the prior approval of the Rocklin Community Development Director, who shall require Grantor to utilize grading, fill and planting methods compatible with preserving the Open Space Property in its natural state; and

d. The right to install underground drainage, utility, and similar lines and facilities, subject to prior approval of the City of Rocklin's

Community Development Director, who shall require Grantor to conduct the work in a manner which minimizes disturbance to the topographic features of the open space property, and to restore and revegetate the open space property to its natural state to the Director's satisfaction.

4. Grantor hereby grants Grantee, its successors and assigns, the right, but not the obligation, to enter the Open Space Property during the term of this easement for the purposes of removing anything or prohibiting any activity which is contrary to the stated purposes, terms, conditions, restrictions or covenants contained in this easement, or which will or may destroy the unique physical characteristics of the Open Space Property.

5. Grantor hereby waives for himself, his successors in interest and assigns, all reimbursement or compensation for any improvements located within the Open Space Property which may be damaged or destroyed by Grantee, its agents or employees, in carrying out any of the rights granted by this easement. In addition to the rights granted elsewhere herein, such rights include the right, but not the obligation, to make inspections of the Open Space Property and to maintain the Open Space Property for fire and flood prevention, firefighting, flood abatement and rodent and/or pest extermination.

6. The granting of this easement and its acceptance by the City of Rocklin does not authorize and is not intended to authorize the public to use any portion of the Open Space Property.

7. The sole purpose of this easement is to restrict the uses to which the Grantor may put the Open Space Property thereby preserving its topographic features.

8. This easement shall not be abandoned, and the terms hereof shall not be amended or rescinded as to any portion of the Open Space Property without the prior written consent of Grantee and full compliance with sections 51093 and 51094 of the Government Code.

9. Each of the terms and provisions contained herein is a covenant intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of section 8 Article XIII of the California Constitution and Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the Government Code, and shall be binding on the heirs, successors in interest and assigns of the Grantor, and each and all of them, and shall run with the land. Each of the stated purposes, terms, conditions, restrictions, and covenants may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California.

10. In any legal proceeding between the Grantor and Grantee to enforce any of the rights or obligations of the parties herein or any of the terms contained

herein the prevailing party shall be entitled to recover reasonable attorneys' fees, including those incurred on appeal, if any.

DATED:_____

GRANTORS:

Ford's Pop & Gaggie LLC, a California Limited Liability Company

By:_____
(*Signature*)

_____
(*Type Name*)

_____
(*Type Title*)

RDMCV LLC, a California Limited Liability Company

By:
_____
(*Signature*)

_____
(*Type Name*)

_____
(*Type Title*)

JAC LLC, a California Limited Liability Company

By:

_____

(*Signature*)

_____

(*Type Name*)

_____

(*Type Title*)

JAB Clover Valley LLC, a California Limited Liability Company

By:

_____

(*Signature*)

_____

(*Type Name*)

_____

(*Type Title*)

INSERT NOTARY ACKNOWLEDGMENT(S) HERE

EXHIBIT 1

OPEN SPACE EASEMENT PROPERTY DESCRIPTION

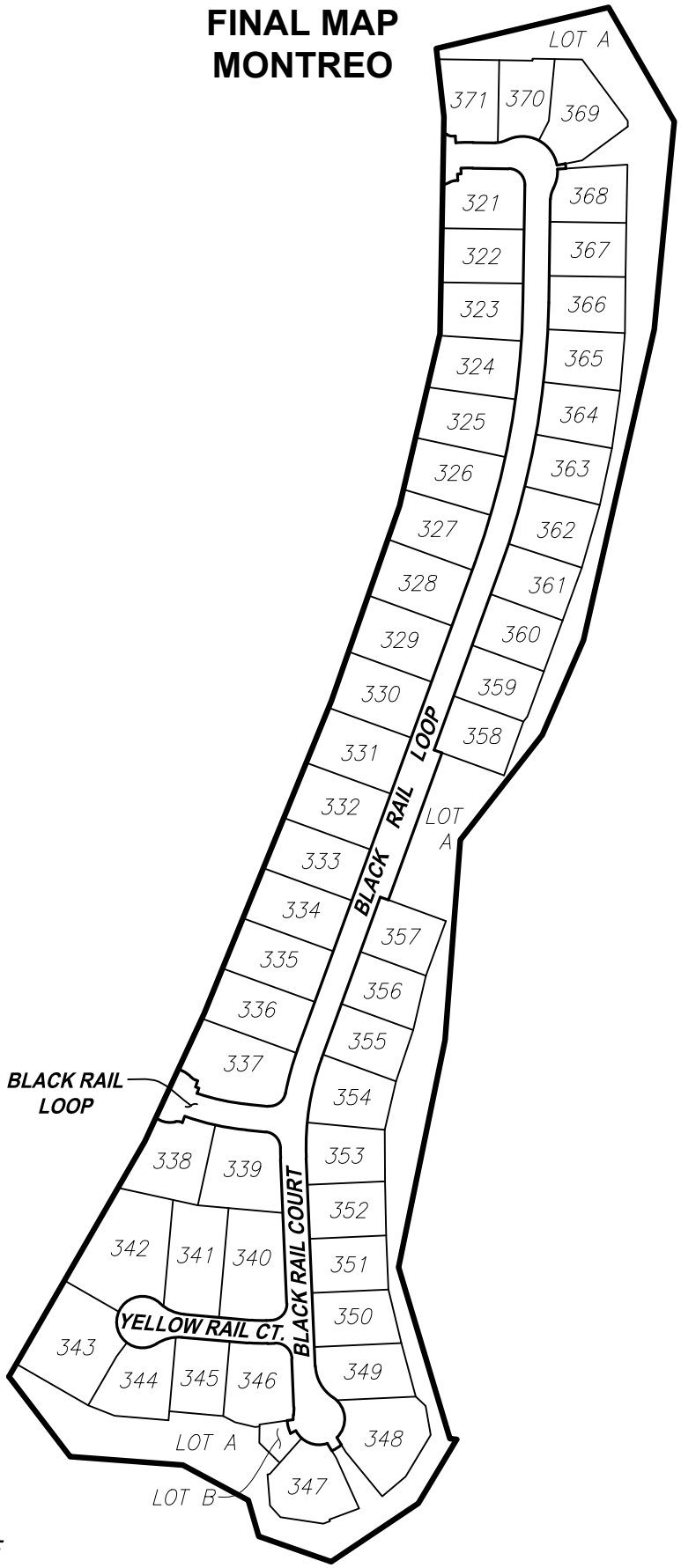
The land referred to herein is situation in the City of Rocklin, County of Placer, State of California and is described as follows:

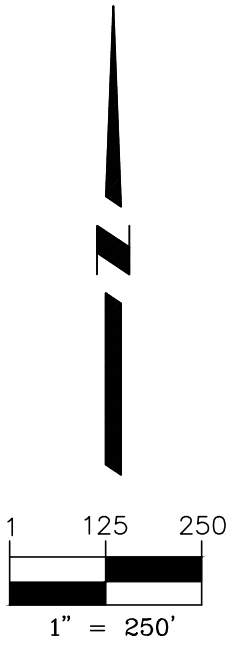
Open Space Easement over Lot A as shown on the map entitled,
"Final Map of Montreo,
filed for record in the Office of the Recorder of Placer County, California,
In Book _____of Maps, at Page _____.

EXHIBIT 2

OPEN SPACE MANAGEMENT AND FUEL MODIFICATION PLAN

EXHIBIT "1"
FINAL MAP
MONTREO





PAGE 1 OF EXHIBIT 1 OF
OPEN SPACE MANAGEMENT AND FUEL MODIFICATION PLAN
RESOLUTION NO. 2025-

MONTREO

OPEN SPACE MANAGEMENT

AND FUEL MODIFICATION PLAN

Prepared for:

Rick Massie

Prepared by:

Ubora Engineering & Planning

March 17, 2024

Table of Contents

1.0 Introduction 1

2.0 Open Space Description 1

2.1 Location 1

2.2 Vegetation 1

3.0 Long Term Preserve Management 1

3.1 Preserve Manager 1

3.2 Management Strategies 1

3.3 Permitted Uses 2

3.4 Prohibited Activities 2

4.0 Fuel Modification Plan Management 3

4.1 Basis of Plan Design 3

4.2 Vegetation Maintenance Practices 3

4.3 Large Areas 3

4.4 Protected Areas and Vegetation 3

4.5 Access Control 4

5.0 Preserve Funding and Ownership 4

Figure 1 Open Space Exhibit

Figure 2 Vegetation Maintenance Zones Exhibit

Figure 3 Zones 1 & 2 Adjacent to Rear Yards without Retaining Walls

Figure 4 Zones 1 & 2 Adjacent to Rear Yards with Retaining Walls

Figure 5 Slope Exhibit

Appendix A City of Rocklin Vegetation Maintenance Standard A-1

Appendix B City of Rocklin Citywide Fuel Load Reduction Guidelines B-1

1.0 Introduction

In 2007, the City of Rocklin approved the Clover Valley Tentative Subdivision Map, comprising the development of 558 residential lots and other associated land uses on 622 acres located within Clover Valley, which is situated in the northeast corner of the city. The Montreo project is comprised of the development of 51 residential lots and one open space lot on roughly 19 acres situated atop the ridge on the west side of Clover Valley. Of the 19 acres, roughly 15 will be developed while the remaining 4 acres will be saved as open space. The project's Home Owners Association will own the open space lot (Lot A) and manage the open space contained within.

This document describes the management of the fire fuel load within the open space lot. It does not cover any fire fuel load management within the private lots.

2.0 Open Space Description

2.1 Location

The Montreo project comprises an approximately 19-acre long and narrow strip of land located along the west ridge above Clover Valley, adjacent to Park Drive. Access to the site is via Park Drive at the north and south end of the property (see Figure 1).

2.2 Vegetation

The property is located atop the ridge, roughly 160 feet above the valley floor, with a majority of the property covered by two principal plant communities: dry grassland and oak woodland. The dry grassland consists of non-native annual grasses, including ripgut brome, soft chess, filaree, medusahead, wild oat, and star thistle. The annual grasses extend outward from the ridgetop, downslope into the oak woodland canopy located along the steeper slopes of the canyon wall. Oak woodlands grow in shallow to moderately deep, well-drained soils along the relatively steep canyon side slopes, in excess of 20 percent, supporting a low, dense, closed-canopy woodland of blue oak, interior live oak, California buckeye and poison oak. Small openings in the woodland canopy support ripgut brome and dogtail grass. The floor of the oak woodland supports a species mixture of annual non-natives similar to the dry grassland.

3.0 Long Term Preserve Management

3.1 Preserve Manager

The project's Home Owners Association (HOA), pursuant to this Open Space Management and Fuel Modification Plan (Plan), will provide management of this open space area. The HOA will function as both the Preserve Manager and the Owner in fee of the open space parcels. All allowed uses and restrictions in this open space area are contained within this plan.

3.2 Management Strategies

- Limit access to the open space.
- Police the property sufficiently to discourage and even prosecute and penalize unauthorized "users".
- Implement best management practices during construction and maintenance activities to minimize damage to special status species and potential habitat.

3.3 Permitted Uses

The Plan expressly permits the following uses within the subject open space parcels:

- Permitted uses set forth in the City of Rocklin Zoning Ordinance;
- Land uses and associated infrastructure set forth in the Montreo Subdivision approval documentation;
- Wildfire mitigation measures, including fire suppression and other emergency response measures necessary;
- Stormwater drainage facilities as noted in the Montreo Subdivision approval documentation and as otherwise approved during the project's improvement plans review;
- Maintenance including weed abatement, utility maintenance, fire prevention, preserve maintenance-abated materials may be chipped on site, lopped and scattered, or chipped and hauled;
- Activities that may be required for the operation and maintenance of other open space infrastructure are permitted.

The entities responsible for operating and maintaining facilities within the open space will be provided access to the open space by the Preserve Manager. The Preserve Manager shall maintain a list of entities who have infrastructure operation and/or maintenance responsibilities within the open space. The Preserve Manager is responsible for notifying and informing entities performing operation and/or maintenance responsibilities within the preserve about preserve management policies including activities prohibited within the preserve.

3.4 Prohibited Activities

The following activities are not permitted within the open space preserve:

- Alteration of existing topography, which includes leveling, grading, or landscaping, for any purposes, except as required for authorized fire protection, routine maintenance of existing utilities, emergency situations including fires, floods, and utility line breakages, planting of native vegetation for preserve enhancement, or other permitted activities defined in this plan;
- Cultivation, plowing, and/or grading except as necessary to remove noxious or dangerous plants consistent with this Plan, or as required to minimize fire, flood, or other public safety danger;
- Dumping and/or burning of rubbish, garbage, or any other wastes or fill materials;
- Use of motorized vehicles, except as provided herein;
- Removing, altering, or replacing any existing native vegetation, except as part of the Fuel Modification Plan to maintain existing and planned utilities;
- Alteration of natural drainages or placement of unauthorized storm water outfalls;
- Use of pesticides or herbicides, unless such use is consistent with the maintenance of the open space function;
- Any other activities that, in the opinion of the Preserve Manager, might degrade or interfere with the open space function.

4.0 Fuel Modification Plan Management

4.1 Basis of Plan Design

The management of fuels within the open space is specified in the City of Rocklin's Municipal Code Chapter 8.10 – Fire Safe Vegetation and Debris Management and Chapter 8.12 – Weeds and Rubbish and the Citywide Fuel Load Reduction Guidelines. These practices may occur year-round, with the removal of hazardous trees, branches, and vegetation conducted as needed.

4.2 Vegetation Maintenance Practices

Vegetation maintenance within the open space will comply with the current adopted defensible space and vegetation management practices established by the Rocklin Fire Department, with zones determined based on proximity to structures.

Zone 1

Zone 1 is the area within 30-feet of property lines or structures. In this case, this is along any residential lots that abut the open space. The operational standards for this zone are as follows:

- Cut, mow, graze annual grass down to a maximum height of 4-inches;
- Create horizontal space between shrubs and trees. This distance depends upon the slope with a 10-foot minimum for trees or twice the height of the shrubs (See diagram in Appendix A);
- Create vertical space between grass, shrubs, and trees. The minimum clearance is 6' from the ground, or 3x the height of adjacent shrubs (See diagram in Appendix A);
- Remove branches that hang over property line;
- Trim trees regularly to keep branches a minimum of 10-feet from other trees;
- Create a separation between trees and shrubs. Trees less than 4" DBH removed.

Zone 2

Zone 2 extends from 30 feet to 100 feet from structures, but not less than 20 feet beyond the limit of grading. The operational standards for this zone are as follows:

- Cut, mow, graze annual grass down to a maximum height of 4-inches;
- Create horizontal space between shrubs and trees. (See diagram in Appendix A);
- Create vertical space between grass, shrubs, and trees. (See diagram in Appendix A)

See Figure 2 for the limits of the two zones throughout the three open space lots. The property must be brought into compliance with this standard and approved by the identified Preserve Manager.

4.3 Large Areas

For large areas within this open space beyond Zone 2, fuel load reduction will be completed in accordance with the current Citywide Fuel Reduction Guidelines.

4.4 Protected Areas and Vegetation

The project area does not contain aquatic resources or riparian habitat. Prior to the start of any fuel load reduction activities, however, the project site shall be surveyed for the presence of elderberry shrubs. Any elderberry shrubs identified during the survey shall be marked with

flagging in the field to ensure avoidance and their locations shall be identified on a project site map. A copy of the project site map with identified elderberry shrubs shall be provided to the contractor conducting the fuel load reduction activities and the contractor shall be briefed on the locations of the identified elderberry shrubs and the need to avoid any trimming or removal of elderberry shrubs.

4.5 Access Control

Fencing of areas to separate the subdivision development from the open space area will be as indicated in the Montreo Subdivision improvement plans and as otherwise approved during the project's improvement plan review process. Those fencing types will primarily include either 4-foot or 6-foot tall tubular steel fencing, or similar, installed at the back of sidewalk where open space areas are adjacent to streets.

5.0 Preserve Funding and Ownership

The open space will be owned by the project's Home Owners Association (HOA). Ongoing Preserve Operation and Maintenance Funding will be provided by the HOA.

FIGURE 1

MONTREO

FUEL MODIFICATION PLAN

OPEN SPACE EXHIBIT

Exhibits are on file with the City of Rocklin Community Development Department and Fire Department.

FIGURE 2

MONTREO

FUEL MODIFICATION PLAN

VEGETATION MAINTENANCE ZONES EXHIBIT

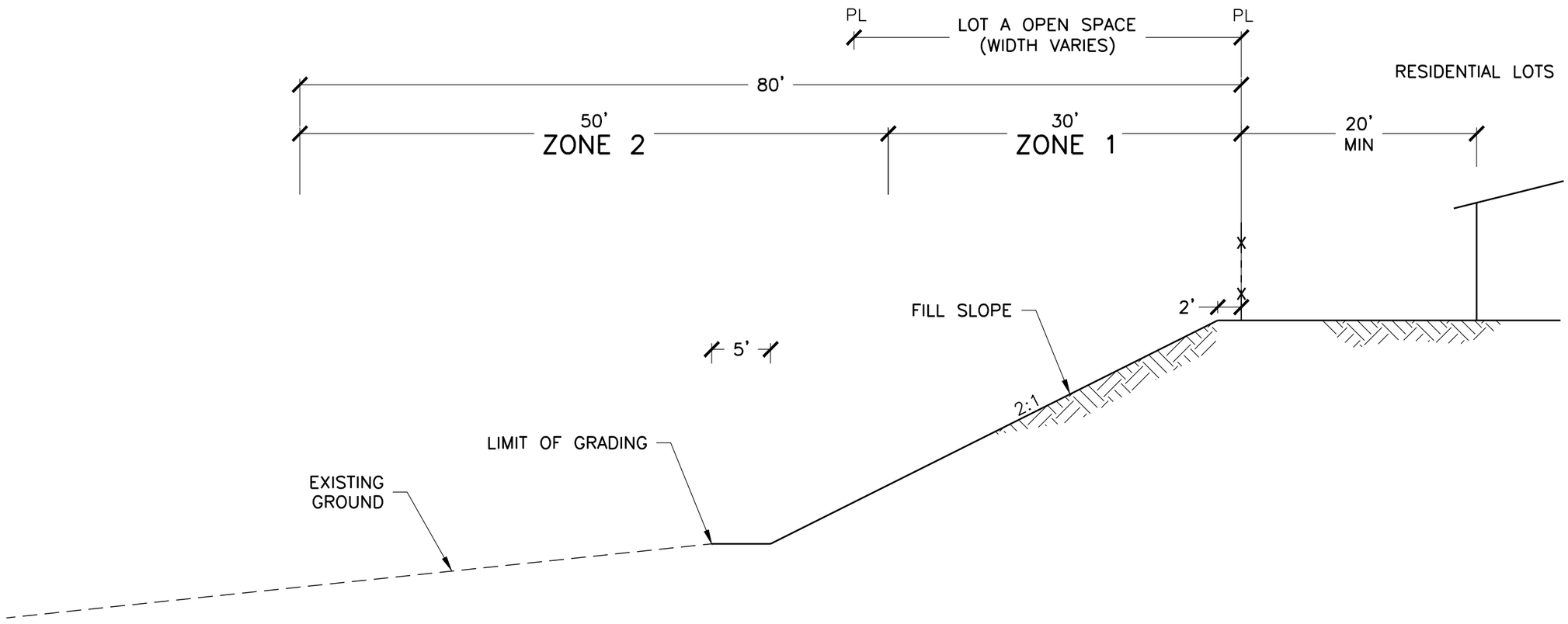
Exhibits are on file with the City of Rocklin Community Development Department and Fire Department.

FIGURE 3

MONTREO

FUEL MODIFICATION PLAN

ZONES 1 & 2 ADJACENT TO REAR YARDS WITHOUT RETAINING WALLS



VEGETATION MAINTENANCE ZONES ADJACENT TO REAR YARDS (WITHOUT RETAINING WALLS)

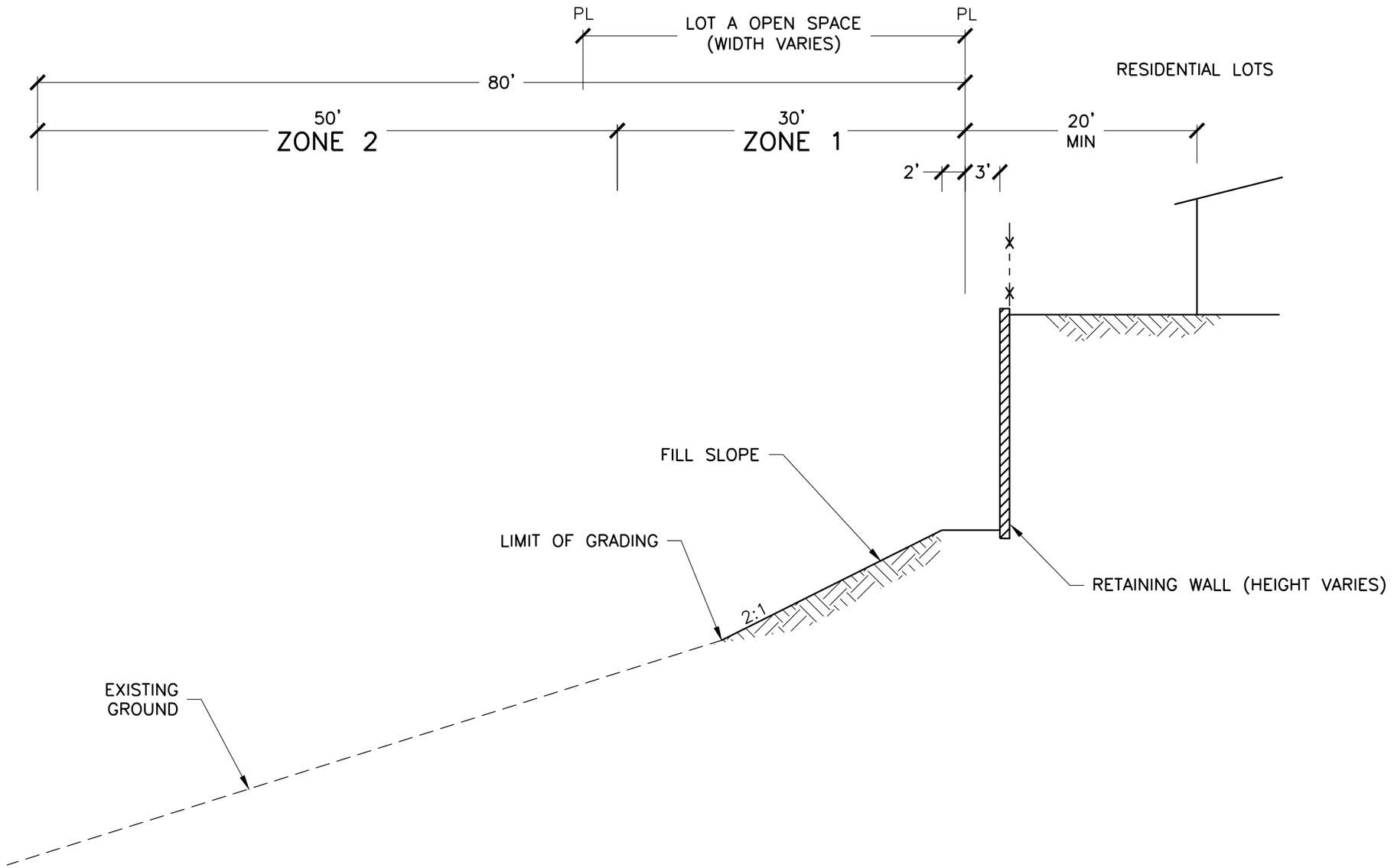
NTS

FIGURE 4

MONTREO

FUEL MODIFICATION PLAN

ZONES 1 & 2 ADJACENT TO REAR YARDS WITH RETAINING WALLS



VEGETATION MAINTENANCE ZONES ADJACENT TO REAR YARDS (WITH RETAINING WALLS)

NTS

FIGURE 5

MONTREO

FUEL MODIFICATION PLAN

SLOPE EXHIBIT

Exhibits are on file with the City of Rocklin Community Development Department and Fire Department.

Appendix A

City of Rocklin

Vegetation Maintenance Standard

The attached document is the current approved version at the time this plan was prepared. This Open Space Management and Fuel Modification Plan shall adhere to the most current city standard.

VEGETATION MAINTENANCE STANDARD

Scope:

This guideline provides the requirements for open space land and all parcels within the City of Rocklin to reduce the impact of wildland fire. For the purpose of this guideline, certain terms are defined as follows:

Definitions:

Defensible Space. Defensible space is the buffer you create on your property between a structure and/or property line and the grass, trees, shrubs, or any wildland area that surround it. This space is needed to slow or stop the spread of wildfire and it helps protect your home from catching fire—either from embers, direct flame contact or radiant heat.

Wildland Urban Interface. The WUI is the zone of transition between unoccupied land and human development. It is the line, area or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

References:

Rocklin Municipal Code Chapter 8.10 - Fire Safe Vegetation and Debris Management

Rocklin Municipal Code Chapter 8.12 - Weeds and Rubbish

Operational Standards for ALL Parcels:

Zone 1 (Within 30 feet of the property line or structures):

- Cut, mow, graze annual grass down to a maximum height of 4 inches.
- Create horizontal space between shrubs and trees. (See diagram)
- Create vertical space between grass, shrubs and trees. (See diagram)
- Remove branches that hang over property line.
- Trim trees regularly to keep branches a minimum of 10 feet from other trees.
- Create a separation between trees, shrubs.

Zone 2 (Extends from 30 feet to 100 feet from structures):

- Cut, mow, graze annual grass down to a maximum height of 4 inches.
- Create horizontal space between shrubs and trees. (See diagram)
- Create vertical space between grass, shrubs and trees. (See diagram)

Operational Standards for VACANT Parcels:

- The required maintenance for vacant properties is based on the size of the parcels as listed below.

  A. **Five (5) acres or smaller** shall be totally disced or mowed

  B. **Larger than five (5) acres and smaller than twenty-five (25) acres** require fire breaks consistent with Zone 1, or one hundred (100) feet off closest structure, whichever is greater. The remainder of the parcel will require the appropriate number of thirty (30) foot fire breaks to segment (checkerboard) the land into four (4) acre +/ - sections.

  C. **Larger than twenty-five (25) acres** require fire breaks of thirty (30) feet off property line or one hundred (100) feet off closest structure, whichever is greater. The remainder of the parcel will require the appropriate number of thirty (30) foot firebreaks to segment (checkerboard) the land into five (5) acre + /- sections.

- Parcels under agricultural or pasture land use require fire breaks of (30) feet adjacent to all developed areas, fences, or structures. The remainder of the property must be mowed or disced at time of harvest or have sufficient animals present to maintain height of combustible growth a six (6) inches.
- Fire breaks may be constructed by discing, mowing, or the use of a blade. The maximum height of combustible growth within a firebreak is four (4) inches. If a blade is used, the side boundaries of the break shall be leveled. Windrows are not permitted.
- Parcels may be maintained to allow reasonable access for firefighting operations.
- Rubbish and/or debris must be removed prior to any work on the property.

  Discing - Discing shall include rototilling or cultivating. Discs shall be set at an angle sufficient to cut and bury the growth existing at the time.

  Mowing - If this is used, the mowing shall be done each time the combustible growth exceeds four (4) inches.

- **EXCEPTION:** An approved fire access road plan or mitigation strategy for parcels and areas with unique circumstances or terrain may be substituted in lieu of these standards if approved in writing by the Fire Marshal.

Exhibits are on file with the City of Rocklin Community Development Department and Fire Department.

Appendix B

City of Rocklin

Citywide Fuel Load Reduction Guidelines

The attached document is the current approved version at the time this plan was prepared. This Open Space Management and Fuel Modification Plan shall adhere to the most current city standard.

RESOLUTION NO. 2015-182

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND ADOPTING
CITYWIDE FUEL LOAD REDUCTION GUIDELINES

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

Section 1. The City Council of the City of Rocklin herby approves and adopts the City of Rocklin Citywide Fuel Load Reduction Guidelines, attached hereto as Exhibit 1 and by this reference incorporated herein.

PASSED AND ADOPTED this 14th day of July, 2015, by the following vote:

AYES:	Councilmembers:	Yuill, Ruslin, Janda, Magnuson
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Butler
ABSTAIN:	Councilmembers:	None

George Magnuson, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT 1

CITYWIDE FUEL LOAD REDUCTION GUIDELINES

Purpose and Need:

To establish fire fuel load reduction guidelines that would pertain to the entire City of Rocklin. The guidelines would be utilized by the City when conducting fire fuel load reduction activities on any property (primarily City-owned, but in some instances private) within the City. While it is recognized that any specific site being considered for fuel load reduction activities will have its own unique characteristics that will require varying approaches (such as in sensitive open space areas), the guidelines are intended to provide the City with a basic and consistent approach for fuel load reduction activities.

The City's primary purpose in conducting fuel load reduction activities is to reduce ladder fuels (small trees, brush and low limbs) by thinning and removing trees and brush so as to decrease the vertical continuity between surface and crown fuels. These actions are intended to limit the ability of a fire to transition from surface to crown by separating surface fuels from crown fuels.

Guidelines Provisions:

1. Areas designated as Open Space, Wetland, or Preserve areas could be considered sensitive and could have restricted maintenance activities. Staff shall refer to guidance documents that control these types of areas prior to performing any work related to fuel reduction and adhere to those restrictions.

2. Tree species less than 6 inches dbh (diameter at breast height) will be selectively identified for removal.

3. Tree species larger than 6 inches dbh will have their limbs trimmed and/or removed up to 10 feet in height.

4. Diseased, dying or dead trees will be selectively identified for removal if they are deemed to represent a hazard (e.g., the tree is in danger of falling and damaging public or private property and/or blocking natural drainage ways, and/or the tree represents a significant source of fire fuel load in the opinion of the City Fire Department.)

5. Where feasible, waterway avoidance areas will be established at 30-50 feet from the waterways to preserve habitats and water quality.

6. The City of Rocklin has a Streambed Alteration Agreement with the California Department of Fish and Wildlife that limits the time and manner of maintenance work in stream areas that could have substantial adverse effects on fish and wildlife resources. The proposed project will comply with all aspects of this agreement.

7. To address potential impacts to nesting raptors and migratory birds, the following steps shall be implemented:

   a) Fuel load reduction activities shall attempt to time the removal of potential nesting habitat for raptors and migratory birds to avoid the nesting season (February - August).

   b) If vegetation removal needs to occur during the nesting season for raptors and migratory birds (February-August), a qualified biologist shall be hired by the City to conduct pre-work surveys no more than 30 days prior to initiation of fuel load reduction 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. Documentation of the survey shall be provided to and maintained by the City and if the survey results are negative, no further mitigation is required and necessary vegetation trimming and/or removal may proceed.

   c) 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.

   d) 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.

8. To address potential impacts to the Valley Elderberry Longhorn Beetle, the following steps shall be implemented:

   a) Prior to the start of any fuel load reduction activities, project sites shall be surveyed for the presence of elderberry shrubs. Any elderberry shrubs identified during the survey shall be marked with flagging in the field to ensure avoidance

and their locations shall be identified on a project site map. A copy of the project site map with identified elderberry shrubs shall be provided to the contractor conducting the fuel load reduction activities and the contractor shall be briefed on the locations of the identified elderberry shrubs and the need to avoid any trimming or removal of elderberry shrubs.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Clover Valley Westridge (Sky View) Subdivision Final Map

Date: September 23, 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 Clover Valley Westridge (Sky View) Subdivision/(SD-2004-03) 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 Clover Valley Westridge (Sky View) Subdivision (SD-2004-03).
C. Adopt a Resolution of the City Council of the City of Rocklin Accepting Grant of Open Space Easement (Hillside and Bluff Protection) (Clover Valley Westridge (Sky View) Subdivision).

Background:

The tentative subdivision map for Clover Valley/(SD-2004-03), of which this project addresses Units 1, 2 & 15, was approved by the City Council on August 28, 2007, per Resolution No. 2007-247. This allowed the further subdivision of Large Parcels created with the Clover Valley Large Lot Tentative Subdivision Map (SD-98-05), approved per Resolution No. 2007-246, into 558 residential small lots and 82 landscape lots. Portions of the subdivision are being developed in phases, with this phase subdividing 45.79+/- acres into 78 single family residential lots, three (3) open space and landscaping lots (Lots A, B and C), one (1) lot for public utility and emergency vehicle access purposes (Lot E), and one (1) lot to be dedicated to South Placer Municipal Utility District for a sewer lift station (Lot D). A Substantial Compliance Approval with conditions for the first phase was issued by staff on March 28, 2023.

This project is located in the north-easterly portion of the City, bounded to the west by Park Drive, Placer County Water Agency property, the City of Rocklin's Boulder Ridge Park, and the City of Lincoln; bounded to north by Placer County; and bounded to the east and south by land known as "Clover Valley". The Principal is TL SKY VIEW, L.P., a California Limited Partnership.

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 Subdivision Improvement Agreement (Attachment 3) and Subdivision Landscaping Agreement (Attachment 6). The map is ready for approval.

Fiscal Impact:
Open space lots A, B and C are offered for dedication in fee to the Sky View Community Association on the Final Map and will be maintained by the association. Lot D is to be dedicated to South Placer Municipal Utility District (SPMUD) and will be maintained by SPMUD. A landscape easement over the north 10-feet of Lot D is offered for dedication to the Sky View Community Association on the Final Map, and will be maintained by the association. Lot E 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. Maintenance costs for Lot E will be funded through Community Facilities District No. 5.

ATTACHMENTS:
1. Resolution A - Final Map and Subdivision Improvement Agreement
2. Resolution A Exhibit A - Final Map (11x17)
3. Resolution A Exhibit B - Subdivision Improvement Agreement
4. Resolution A - Exhibit 1 to Subdivision Improvement Agreement
5. Resolution B - Subdivision Landscaping Agreement
6. Resolution B Exhibit A - Subdivision Landscaping Agreement
7. Resolution B - Exhibit 1 of Subdivision Landscaping Agreement
8. Resolution C - Open Space Easement
9. Resolution C Exhibit A - Open Space Easement
10. Resolution C - Exhibit 1 to Open Space Easement -Plat
11. Resolution C - Exhibit 2 to Open Space Easement -OS&FMP

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE FINAL MAP OF CLOVER VALLEY WESTRIDGE (SKY VIEW) SUBDIVISION/(SD-2004-03) 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 Clover Valley Westridge (Sky View) Subdivision/(SD-2004-03) (the "Subdivision") and as submitted by TL SKY VIEW, L.P., a California Limited Partnership (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 Engineer 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. The City Surveyor has reviewed the map and has determined that it is technically correct, and now recommends approval of the final map.

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

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

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

PASSED AND ADOPTED this 23rd day of September, 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

EXHIBIT A

BOOK___OF MAPS, PAGE___

FINAL MAP OF
CLOVER VALLEY WESTRIDGE (SKY VIEW)

DOCUMENT NO. 2024–0033059
BEING A PORTION OF SECTIONS 5 & 6
TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.
AND A PORTION OF SECTIONS 31 & 32
TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION, AND DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP, AND IRREVOCABLY OFFER FOR DEDICATION, IN FEE TO THE PUBLIC, SUNSET RIDGE PARKWAY AS SHOWN HEREON, AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, STORM DRAIN AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATION AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR SURFACE DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; TOGETHER WITH UNITED STATES MAIL DELIVERY AND RECEIPT, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS SUNSET RIDGE PARKWAY SHOWN HEREON, TOGETHER WITH THOSE STRIPS OF LAND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.) SHOWN HEREON.

B. A FIRE ACCESS EASEMENT TOGETHER WITH ALL APPURTENANCES THERETO, ON OVER, UNDER, AND ACROSS THE STRIP OF LAND DESIGNATED "10' FIRE ACCESS EASEMENT".

C. AN EMERGENCY VEHICLE ACCESS EASEMENT THROUGH AND OVER THE AREAS SHOWN HEREON AND DESIGNATED AS E.V.A.E. (EMERGENCY VEHICLE ACCESS EASEMENT) FOR USE BY PUBLIC, COUNTY, OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL, OR NATURAL DISASTER CAUSED EMERGENCIES.

WE DO HEREBY IRREVOCABLY OFFER TO DEDICATE, IN FEE, TO THE CITY OF ROCKLIN THE FOLLOWING PARCELS FOR THE PARTICULAR PURPOSES STATED.

D. LOT E FOR PUBLIC UTILITY PURPOSES AND EMERGENCY VEHICLE ACCESS PURPOSES.

END OF PUBLIC DEDICATIONS

WE DO HEREBY IRREVOCABLY OFFER TO DEDICATE, TO SKY VIEW COMMUNITY ASSOCIATION THE AREAS DESCRIBED BELOW FOR THE PARTICULAR PURPOSES STATED.

E. LOTS A, B, & C FOR OPEN SPACE AND LANDSCAPING PURPOSES.

F. THE NORTH 10' OF LOT D AS SHOWN ON SHEET 4 FOR LANDSCAPING PURPOSES.

END OF PRIVATE DEDICATIONS

TL SKY VIEW, L.P.

BY: _____
JAY TIMOTHY LEWIS, SOLE DIRECTOR

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 _____ , 2025, BEFORE ME,_____, 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 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: _____
NOTARY PUBLIC, STATE OF CALIFORNIA
_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

RECONVEYANCE STATEMENT:

SUBDIVIDER: TIM LEWIS
3500 DOUGLAS BLVD., SUITE 270
ROSEVILLE, CA 95661

THE ABOVE MENTIONED SUBDIVIDER DOES HEREON IRREVOCABLY OFFER FOR DEDICATION IN FEE TO THE CITY OF ROCKLIN THAT LAND AS STATED IN THE OWNER'S STATEMENT. PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, IF THE CITY OF ROCKLIN DETERMINES THAT THE SAME PUBLIC PURPOSES FOR WHICH THE ABOVE MENTIONED DEDICATED PROPERTY WAS DEDICATED DOES NOT EXIST, THE CITY OF ROCKLIN SHALL RECONVEY THE PROPERTY TO THE ABOVE NAMED SUBDIVIDER, OR ITS SUCCESSORS IN INTEREST.

TRUSTEE'S STATEMENT:

FIVE STAR BANK, AS THE TRUSTEE UNDER THE DEED OF TRUST RECORDED JUNE 29, 2023 IN DOCUMENT NO. 2023–0033908 OF OFFICIAL RECORDS OF PLACER COUNTY, STATE OF CALIFORNIA, BY THE SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE RECORDED JUNE 25, 2024 IN DOCUMENT NO. 2024–0033057, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS SUBDIVISION MAP.

BY: _____

PRINT: _____

TITLE: _____

TRUSTEE'S STATEMENT:

FIVE STAR BANK, AS THE TRUSTEE UNDER THE DEED OF TRUST RECORDED JUNE 29, 2023 IN DOCUMENT NO. 2023–0033909 OF OFFICIAL RECORDS OF PLACER COUNTY, STATE OF CALIFORNIA, BY THE SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE RECORDED JUNE 25, 2024 IN DOCUMENT NO. 2024–0033058, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS SUBDIVISION MAP.

BY: _____

PRINT: _____

TITLE: _____

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 _____ , 2025, BEFORE ME,_____, 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 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: _____
NOTARY PUBLIC, STATE OF CALIFORNIA
_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "CLOVER VALLEY WESTRIDGE (SKY VIEW)" 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 TL SKY VIEW, L.P., IN JULY 2024. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS 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 THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
BRADEN D. BARNUM L.S. 8507 DATE
EXPIRES 12–31–26

LICENSED PROFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-26
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CLOVER VALLEY WESTRIDGE (SKY VIEW)" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____ _____
ANDREW S. CHAFER, P.L.S. 8005 DATE
CITY SURVEYOR, CITY OF ROCKLIN
LICENSE EXPIRES: 12/31/2026

CITY ENGINEER'S STATEMENT:

I CHRISTOPHER S LADEAS, CITY ENGINEER, CITY OF ROCKLIN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CLOVER VALLEY WESTRIDGE (SKY VIEW)" 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.

_____ _____
CHRISTOPHER S. LADEAS, RCE 80414 DATE
CITY ENGINEER, CITY OF ROCKLIN
LICENSE EXPIRES: 3–31–2027

CITY CLERK'S STATEMENT:

THE CITY COUNCIL OF THE CITY OF ROCKLIN ON THE _____ DAY OF _____, 2024, BY RESOLUTION NO. _____, DID APPROVE THIS FINAL MAP OF "CLOVER VALLEY WESTRIDGE (SKY VIEW)", (SD2004–03), AND ACCEPTED, ON BEHALF OF THE CITY OF ROCKLIN AND THE PUBLIC, ALL PARCELS OF LAND OFFERED HEREON 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 IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION.

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

RECORDER'S STATEMENT:

ACCEPTED FOR RECORDATION AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF CENTERPOINT ENGINEERING AT _____ MINUTES AFTER _____O'CLOCK _____.M ON THE _____ DAY OF _____ 2025, AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____.

FILE NO. _____ RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

FEE: _____ BY: _____
DEPUTY

LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

○	DIMENSION POINT
●	FOUND ¾" REBAR TAGGED "LS 3636" UNLESS OTHERWISE NOTED
◣	FOUND 1-1/2" IRON PIPE TAGGED "LS 3636" PER (2)
◉	FOUND 2-1/2" ALUMINUM CAP STAMPED "PCWA LS 4751"
⊙	SET RAILROAD SPIKE STAMPED "LS 8507"
⊠	SET ¾" IRON PIPE WITH YELLOW CAP STAMPED "LS 8507"
□	SET GASH ON CMU WALL
◎	SET 2" BRASS CAP STAMPED "LS 8507" IN MONUMENT WELL
⊥	EACH FRONT LOT CORNER IS MONUMENTED WITH A 1" COPPER DISC STAMPED "LS 8507" SET IN THE SIDEWALK ON THE PROJECTION OF THE SIDE LOT LINE 1.00' FROM THE FRONT LOT CORNER.
⊤	EACH REAR LOT CORNER IS MONUMENTED WITH A 3/4" IRON PIPE AND YELLOW CAP STAMPED "LS 8507" SET ON THE SIDE LOT LINE 6.00' FROM THE REAR LOT CORNER UNLESS OTHERWISE SHOWN.
E.V.A.E	EMERGENCY VEHICLE ACCESS EASEMENT
(OA)	OVERALL DIMENSION
F.A.E.	FIRE ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
SFN	SEARCHED, FOUND NOTHING

REFERENCES:

(1) RECORD PER BOOK L OF MAPS, PAGE 25
(2) RECORD PER BOOK 11 OF SURVEYS, PAGE 154
(3) RECORD PER BOOK V OF MAPS, PAGE 29
(4) RECORD PER BOOK V OF MAPS, PAGE 31
(5) RECORD PER BOOK Z OF MAPS, PAGE 58
(6) RECORD PER BOOK AA OF MAPS, PAGE 58
(7) RECORD PER BOOK 23 OF SURVEYS, PAGE 28
(8) RECORD PER DOCUMENT NO. 2024-0033059
(9) RECORD PER DOCUMENT NO. 2024-0030821

NOTES:

1. ALL DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
2. THE TOTAL AREA FOR THIS SUBDIVISION IS 45.792± ACRES, CONSISTING OF 78 NUMBERED LOTS AND 5 LETTERED LOTS
3. DUE TO ROUNDING, THE OVERALL LENGTH OF A LINE WILL NOT ALWAYS EQUAL THE SUM OF THE PARTIAL LINE SEGMENTS.
4. LOT D TO BE DEEDED TO SPMUD IN THE FUTURE FOR THE PURPOSE OF BUILDING AND OPERATING A LIFT STATION.
5. THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "SKY VIEW", A COMMON INTEREST DEVELOPMENT, BEING RECORDED CONCURRENTLY WITH THIS MAP AS DOCUMENT NO. _____ _____.
6. OPEN SPACE LOTS A, B & C ARE SUBJECT TO AN OPEN SPACE MANAGEMENT AND FUEL MODIFICATION PLAN.
7. THE 100-YR FLOOD PLAIN IS NOT LOCATED ON THE PROPERTY BEING SUBDIVIDED. ALL BUILDING PADS WILL BE WELL IN EXCESS OF TWO (2) FEET ABOVE THE NEAREST 100-YR FLOOD PLAIN ELEVATION.
8. STANDARD CITY OPEN SPACE EASEMENT OVER LOTS A, B & C RECORDED IN DOCUMENT NO. _____.

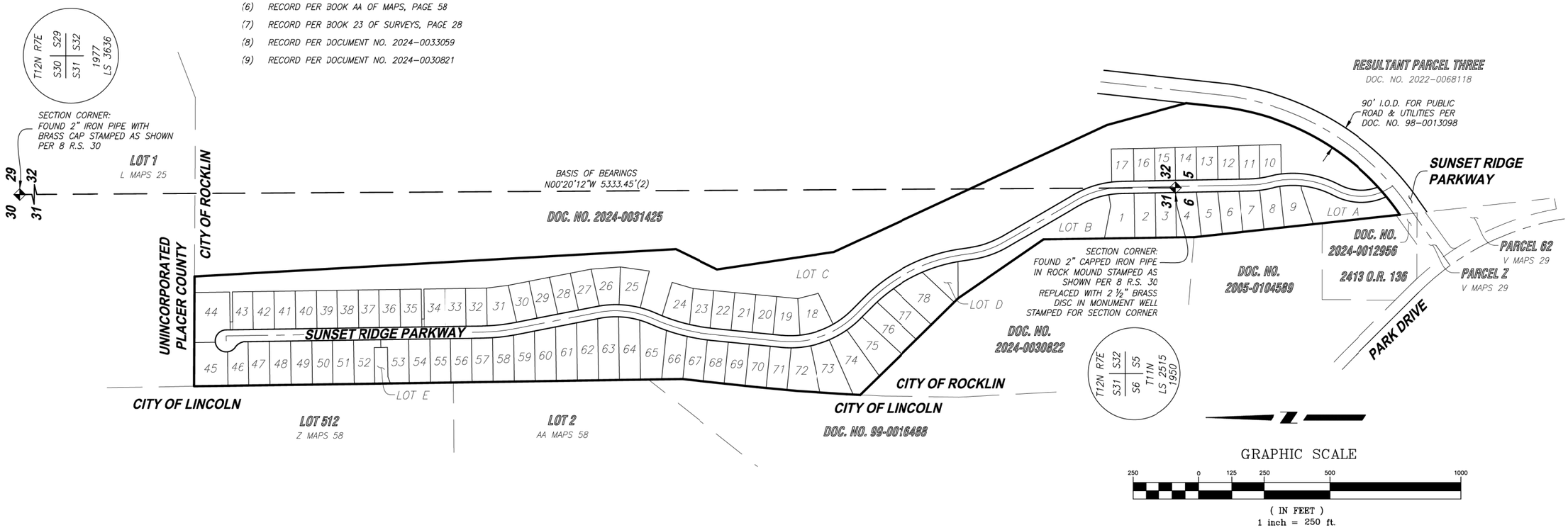
BASIS OF BEARING:

THE EAST LINE OF SECTION 31, T..12N., R.7E., M.D.M., BETWEEN THE MONUMENTS SHOWN HEREON AS FOUND, AS SAID MONUMENTS ARE SHOWN ON "RECORD OF SURVEY #1448", FILED IN BOOK 11 OF MAPS, AT PAGE 154, OF PLACER COUNTY RECORDS. THE BEARING OF WHICH IS TAKEN AS NORTH 00°20'12" WEST.

FINAL MAP OF
CLOVER VALLEY WESTRIDGE (SKY VIEW)

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

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677



GRAPHIC SCALE

250 0 125 250 500 1000

(IN FEET)
1 inch = 250 ft.

FINAL MAP OF
CLOVER VALLEY WESTRIDGE
(SKY VIEW)

DOCUMENT NO. 2024-0033059
BEING A PORTION OF SECTIONS 5 & 6
TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.
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TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

RESULTANT PARCEL THREE
DOC. NO. 2022-0068118

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S30°24'10"E	23.15'

DOC. NO. 2024-0031425

S85°35'54"E(R)

S06°15'40"W 129.71'

(314.29')(8) 313.95'

S15°25'00"E(8) 199.44'

N00°54'42"E 82.84'

N05°04'44"E 64.28'

R=119.66' Δ=30°02'00" L=62.72'

Δ=13°05'42" L=51.47' R=225.19'

Δ=3°29'24" L=23.77 R=390.16

S75°24'20"E(R)

S87°39'22"W(R)

SLOPE EASEMENT PER DOC. NO. 98-0013100

12.5' P.U.E. PER DOC. NO. 98-0013099

90' I.O.D. FOR PUBLIC ROAD & UTILITIES PER DOC. NO. 98-0013098

Δ=18°42'25" L=266.55' R=816.38'

Δ=41°21'01" L=689.22'

Δ=48°37'25" L=810.45' R=955.00'(OA)

Δ=26°14'54" L=356.75' R=778.72'

N73°38'13"W(R)

N01°06'01"W 164.00'

N01°37'10"W

N01°45'57"W 404.05'

84.00' 80.00' 80.01' 80.01' 80.01' 80.01' 80.01' 84.01'

N89°08'52"E 125.72'

17 10,437± SQ.FT.

16 9,920± SQ.FT.

15 9,949± SQ.FT.

14 10,015± SQ.FT.

13 10,090± SQ.FT.

12 10,164± SQ.FT.

11 10,210± SQ.FT.

10 10,022± SQ.FT.

N89°08'52"E 112.97'

LOT C
13.911± ACRES

Δ=5°30'31" L=35.86'

Δ=6°43'27" L=38.38'

Δ=6°22'38" L=36.40'

Δ=7°30'47" L=48.91'

Δ=34°46'05" L=226.34'

Δ=42°16'53" L=275.25' R=373.00'

SEE DETAIL 'A' ON SHEET 7

SEE SHEET 4

SUNSET RIDGE PARKWAY

N01°06'01"W 489.93'

N88°53'59"E 4.78'

489.93' 207.84' 282.09'

48.20' 80.00' 80.00' 80.00' 80.00' 80.00' 80.00' 41.72'

C7 C6 C8 C4 C3 C5

Δ=42°16'53" L=258.28' R=350.00'

Δ=42°16'53" L=241.31' R=327.00'

Δ=14°05'57" L=80.47'

Δ=22°34'54" L=128.88'

Δ=7°25'37" L=48.35'

Δ=5°40'28" L=36.94'

Δ=5°36'02" L=31.96'

N83°47'53"E 14.04'

N71°17'52"E 139.69'

N47°23'19"W(R)

N47°48'15"W(R)

N62°45'42"E(R)

C9 C2 L1

Δ=48°19'02" L=149.26' R=177.00'

Δ=51°55'55" L=181.28' R=200.00'

Δ=58°28'56" L=204.14' R=223.00'

Δ=53°39'29" L=208.84' R=223.00'

Δ=5°14'54" L=91.60' R=1000.00'

23' 23' 23'

48.00' 80.00' 80.00' 78.01' 80.32' 80.32' 43.27'

Δ=8°23'34" L=47.90'

N80°30'25"E(R) 43.10'

12.5' P.U.E.

1 16,927± SQ.FT.

2 13,675± SQ.FT.

3 13,702± SQ.FT.

4 14,734± SQ.FT.

5 13,310± SQ.FT.

6 12,736± SQ.FT.

7 12,186± SQ.FT.

8 12,253± SQ.FT.

9 14,469± SQ.FT.

LOT A
29,054± SQ.FT.

10' P.U.E.

N61°55'14"W(R)

N83°47'53"E 155.62' 150.29' 156.77'

N83°47'53"E 162.79' 169.96' 171.44' 171.11' 170.77'

N89°08'52"E 171.44' 171.11' 170.77'

N2°09'05"W 126.90'

43.43'(8)

287.89' 254.30'(3)

ACCEPTED AS PROPERTY CORNER PER (3) (N44°51'44"W 0.59' FROM PROPERTY CORNER PER (2))

571.82' N06°12'47"W 615.25' (N06°14'00"W)(2,8)(614.70')(2) (N6°14'42"W 615.25')(3)

SUNSET RIDGE PARKWAY N54°53'05"E 281.87'

RAILROAD SPIKE STAMPED "LS 5590" PER (3)

S54°53'05"W 13.30' (S54°53'19"W 14.05')(8)

2413 O.R. 136

DOC. NO. 2024-0012956

Δ=46°31'21" L=811.97' R=1000.00'(3)

Δ=9°03'39" L=158.14'

Δ=55°35'00" L=970.11'

PARK DRIVE

S54°05'04"W(R)

CENTERLINE

RAILROAD SPIKE STAMPED "LS 5590" PER (3)

114.97' 80.00' 80.00' 66.66' 27.32' 80.00' 80.00' 80.00' 80.00' 110.19'

N00°51'36"W 898.77'(OA) (N00°52'19"W 899.01')(7) (N00°51'08"W 898.91')(2,8)

572.82'

"+" IN ROCK PER (7)

491.10'(3,8)

N06°13'14"W 745.40'(OA) (N06°12'06"W 745.40)(2,8) (N06°15'09"W 745.40')(3)

DOC. NO. 2024-0030822

DOC. NO. 2005-0104589

(N89°55'45"W 291.95')(3) N89°55'58"W 292.08'

¾" REBAR AND CAP STAMPED "LS 5978" PER (3)

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C2	6°33'01"	22.87'	200.00'
C3	13°06'05"	80.03'	350.00'
C4	13°06'05"	74.77'	327.00'
C5	13°06'05"	85.29'	373.00'
C6	29°14'22"	178.61'	350.00'
C7	29°14'22"	190.35'	373.00'
C8	29°14'22"	166.88'	327.00'
C9	7°00'02"	3.67'	30.00'

GRAPHIC SCALE

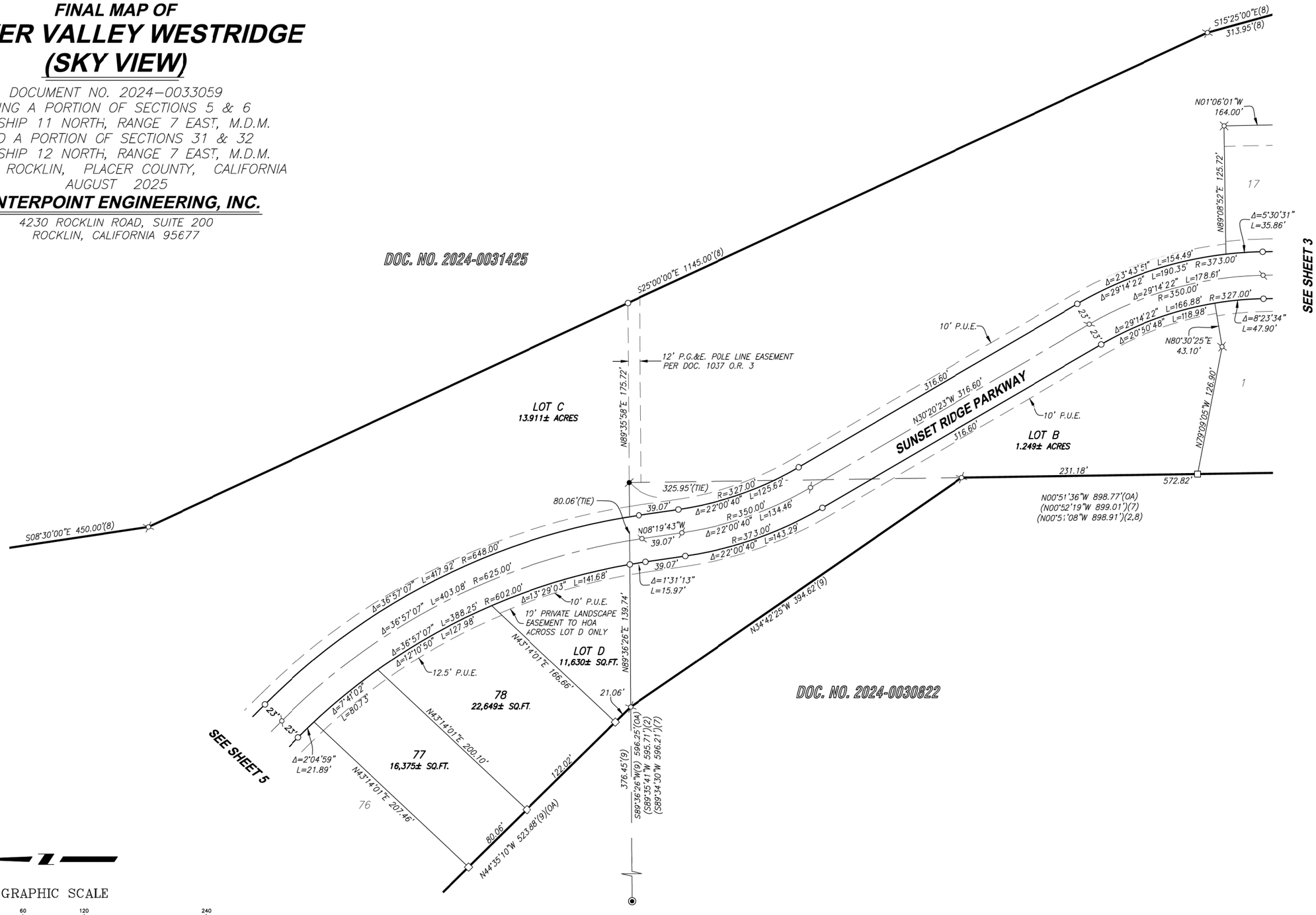
60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

FINAL MAP OF
CLOVER VALLEY WESTRIDGE
(SKY VIEW)

DOCUMENT NO. 2024–0033059
BEING A PORTION OF SECTIONS 5 & 6
TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.
AND A PORTION OF SECTIONS 31 & 32
TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677



GRAPHIC SCALE

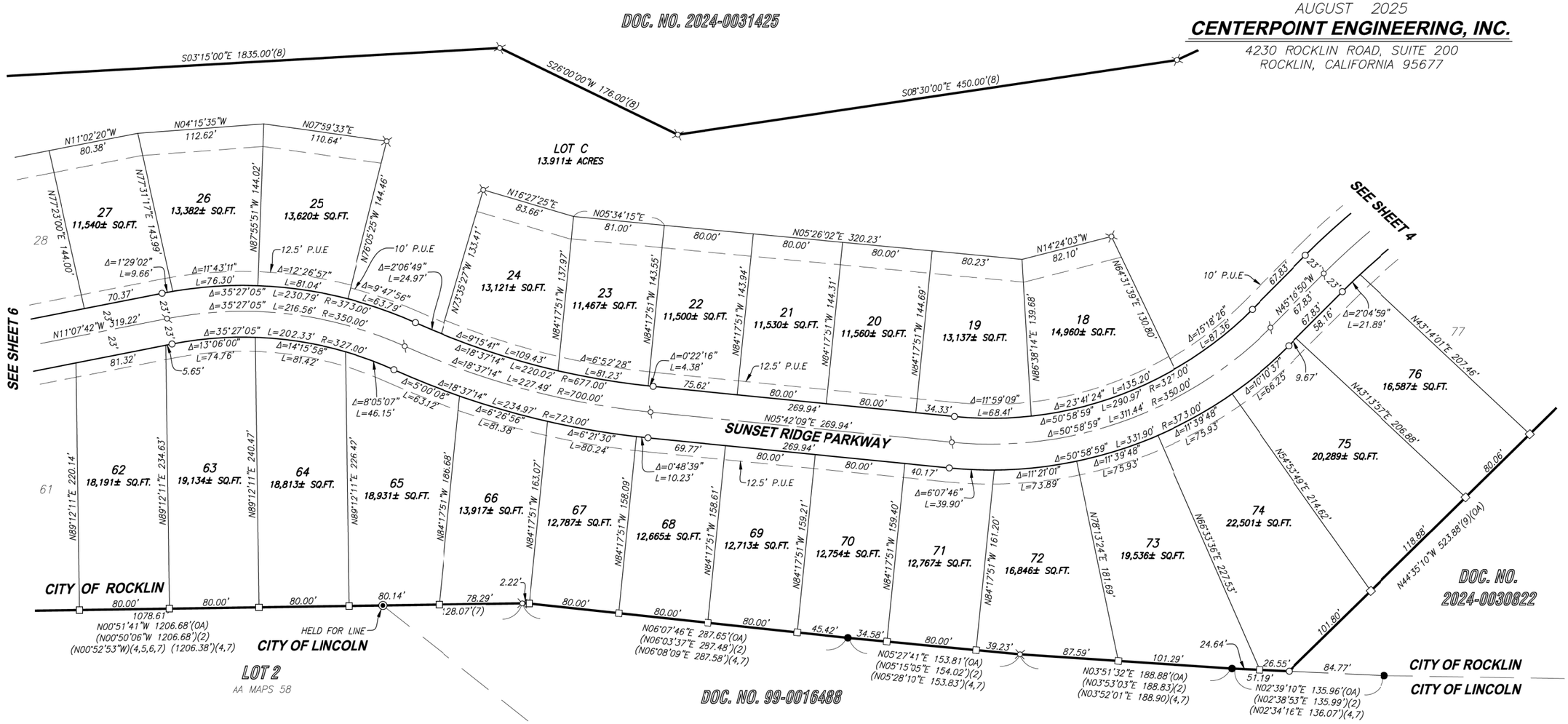
60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

FINAL MAP OF
CLOVER VALLEY WESTRIDGE
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CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

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ROCKLIN, CALIFORNIA 95677



GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

FINAL MAP OF
CLOVER VALLEY WESTRIDGE
(SKY VIEW)

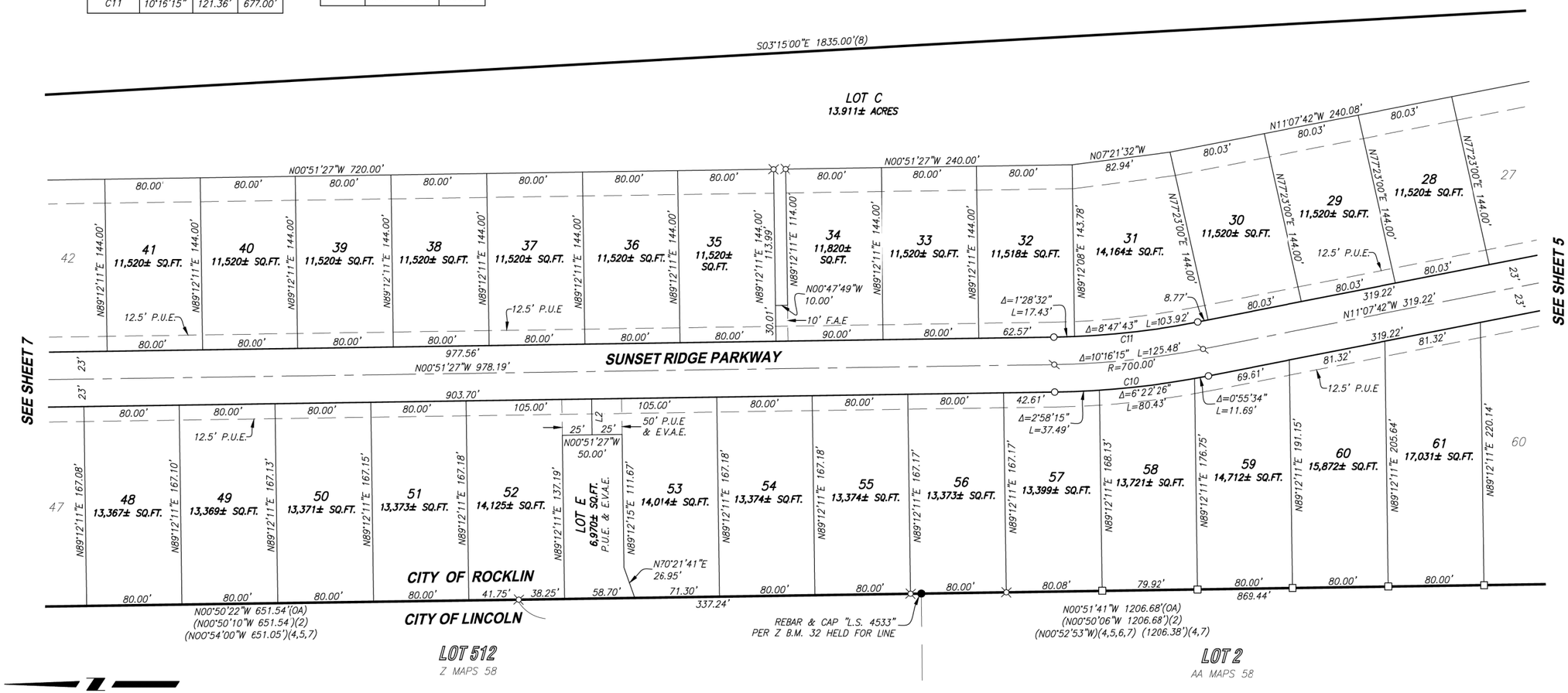
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CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C10	10°16'15"	129.61'	723.00'
C11	10°16'15"	121.36'	677.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L2	N89°12'15"E	30.00'

DOC. NO. 2024-0031425



GRAPHIC SCALE

60 0 30 60 120 240

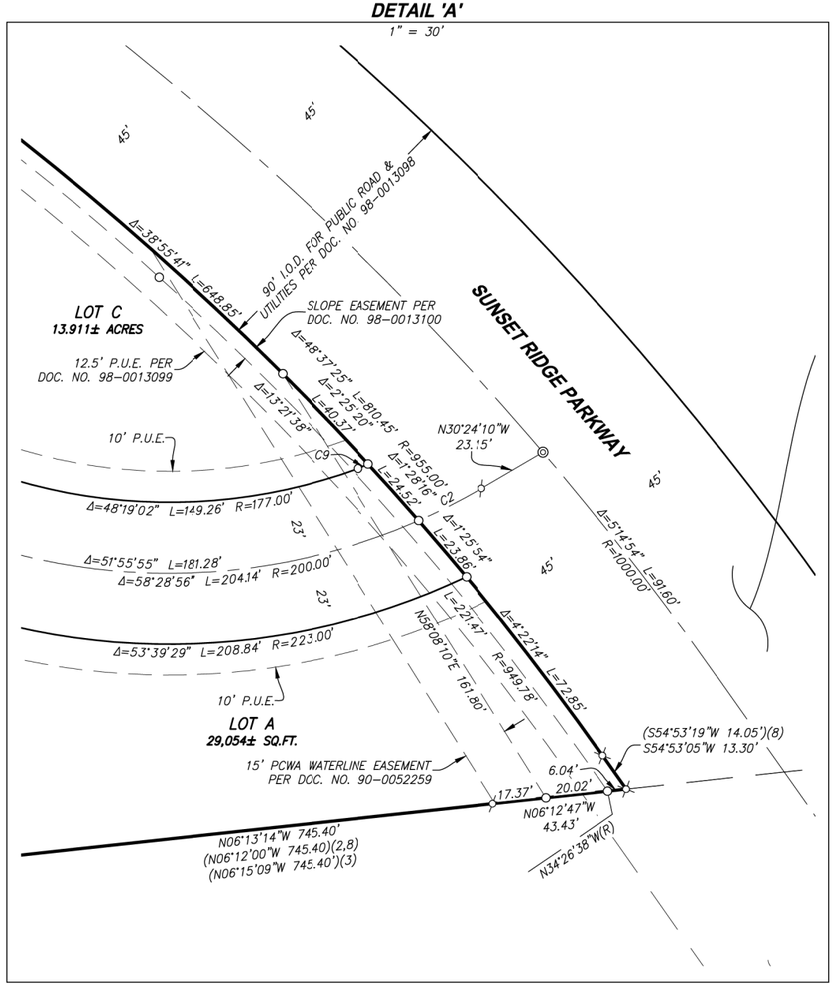
(IN FEET)
1 inch = 60 ft.

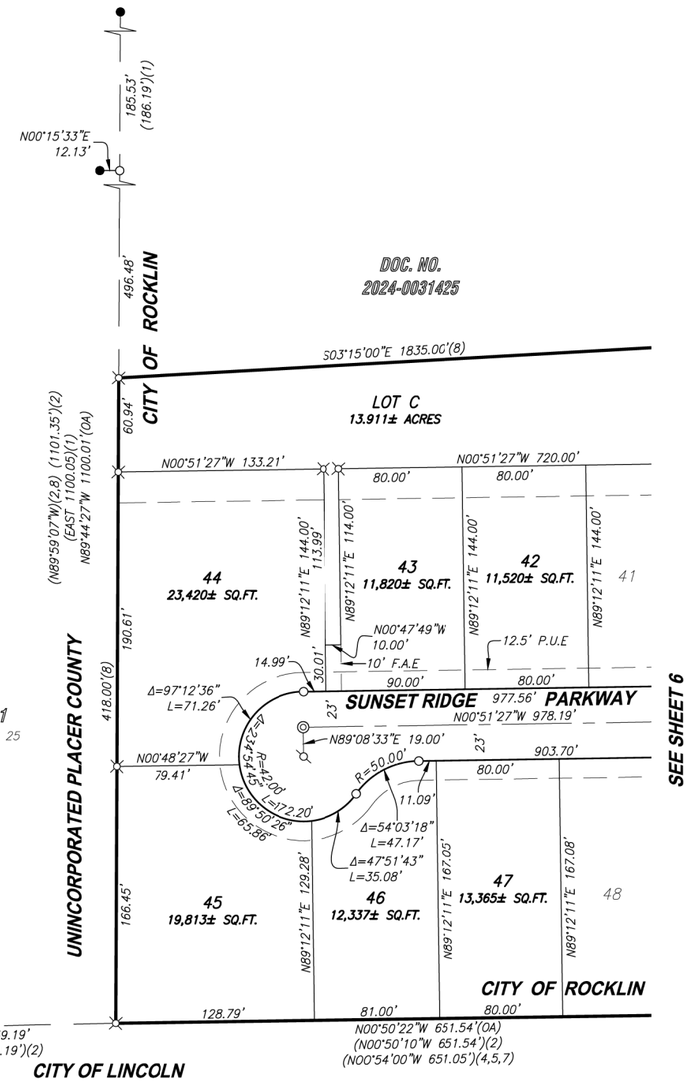
FINAL MAP OF
CLOVER VALLEY WESTRIDGE
(SKY VIEW)

DOCUMENT NO. 2024–0033059
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CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

DETAIL 'A'
1" = 30'





GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft

FINAL MAP OF
CLOVER VALLEY WESTRIDGE
(SKY VIEW)

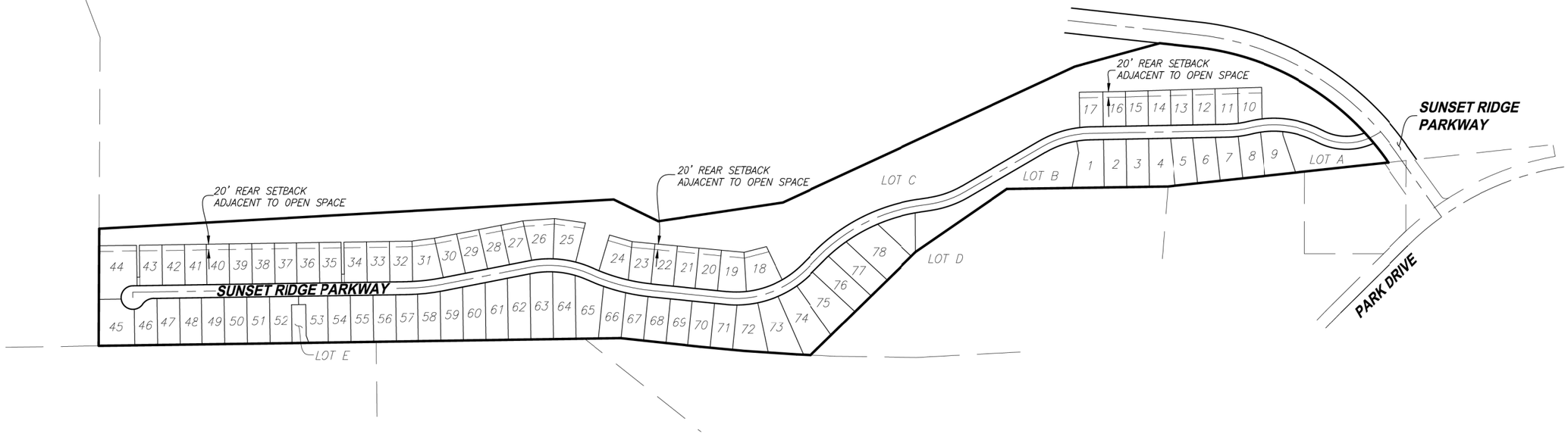
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CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
AUGUST 2025

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

CITY OF ROCKLIN – LOCAL AGENCY INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AS REQUIRED BY SECTION 66434.2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND LOCAL ORDINANCE.

THE INFORMATION SHOWN DESCRIBES CONDITIONS AS OF THE DATE OF FILING. IT IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THE INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS ADDITIONAL INFORMATION SHEET.



GRAPHIC SCALE
250 0 125 250 500 1000
(IN FEET)
1 inch = 250 ft.

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: Clover Valley Westridge (Sky View-Clover Valley Units 1, 2 & 15)
Subdivision No.: SD-2004-03
Recorded at: Book _____ of Maps, at Page_____, Placer County Recorder
Principal: TL SKY VIEW, L.P., a California Limited Partnership
Effective Date: September 23, 2025

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is entered into by and between the City of Rocklin, hereinafter called "City," TL SKY VIEW, L.P., a California Limited Partnership, hereinafter called "Principal," on the 23rd day of September, 2025.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Clover Valley, of which this agreement addresses Units 1, 2 & 15 ("the Subdivision").

2. Principal wishes to have filed for record a final subdivision map, ("the Map"), in substantial conformity with the approved tentative map. A copy of the plat of the Map is attached hereto as Exhibit 1 and by this reference incorporated herein.

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

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

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

AGREEMENT

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

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

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

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

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

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

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

13. **Security.** Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. Such

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

(a) **Performance:** One hundred percent (100%) of the estimated cost of the outstanding Improvements securing performance of this Agreement, which estimated cost is in the amount of: **Seven Million Two Hundred Thirty-Eight Thousand, Nine Hundred Twenty-Six dollars ($7,238,926.00).**

(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: **One Million Four Hundred Forty-Seven Thousand Seven Hundred Eighty-Five dollars ($1,447,785.00) 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: **Eleven Thousand dollars ($11,000.00)**

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

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

By: TL MANAGEMENT, INC., a California Corporation
Its: General Partner

By: _____
Jay Timothy Lewis
Its: President

APPROVED AS TO FORM:

_____
Crystal Hodgson, Assistant City Attorney

ATTEST:

_____
Avinta Singh, City Clerk

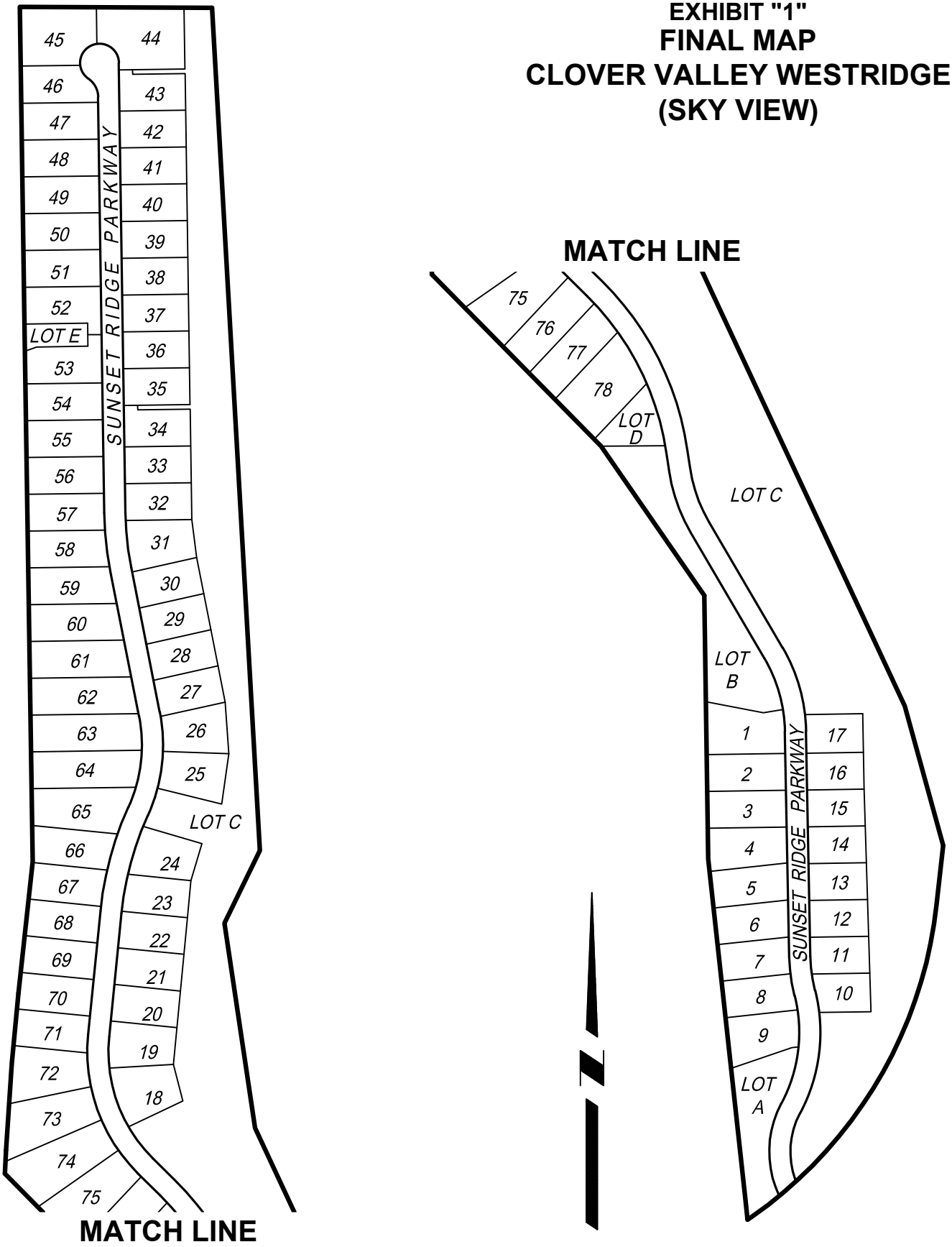
ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR CITY OF ROCKLIN

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR PRINCIPAL

EXHIBIT 1
TO SUBDIVISION IMPROVEMENT AGREEMENT
PLAT OF FINAL MAP

EXHIBIT "1"

FINAL MAP
CLOVER VALLEY WESTRIDGE
(SKY VIEW)



RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING EXECUTION OF A SUBDIVISION LANDSCAPING AGREEMENT OF CLOVER VALLEY WESTRIDGE (SKY VIEW) SUBDIVISION/(SD-2004-03)

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 Clover Valley Westridge (Sky View) Subdivision/SD-2004-03) (the "Subdivision") and as submitted by TL SKY VIEW, L.P., a California Limited Partnership (the "Subdivider").

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 23rd day of September, 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: Clover Valley Westridge (Sky View - Clover Valley Units 1, 2 & 15)

Subdivision No.: SD-2004-03
Recorded at: Book _____ of Maps, at Page_____, Placer County Recorder
Principal: TL SKY VIEW, L.P., a California Limited Partnership
Effective Date: September 23, 2025

SUBDIVISION LANDSCAPING AGREEMENT

This Subdivision Landscaping Agreement is entered into by and between the City of Rocklin, hereinafter called "City," and TL SKY VIEW, L.P., a California Limited Partnership, hereinafter called "Principal," on the 23rd day of September, 2025.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Clover Valley, of which this agreement addresses Units 1, 2 & 15 ("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: **Four Hundred Sixty-one Thousand dollars ($461,000.00).**

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 **Ninety-two Thousand Two Hundred dollars ($92,200.00)** 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

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

By: TL MANAGEMENT, INC., a California Corporation
Its: General Partner

By: _____
Jay Timothy Lewis
Its: President

APPROVED AS TO FORM:

_____
Crystal Hodgson, Assistant City Attorney

ATTEST:

_____
Avinta Singh, City Clerk

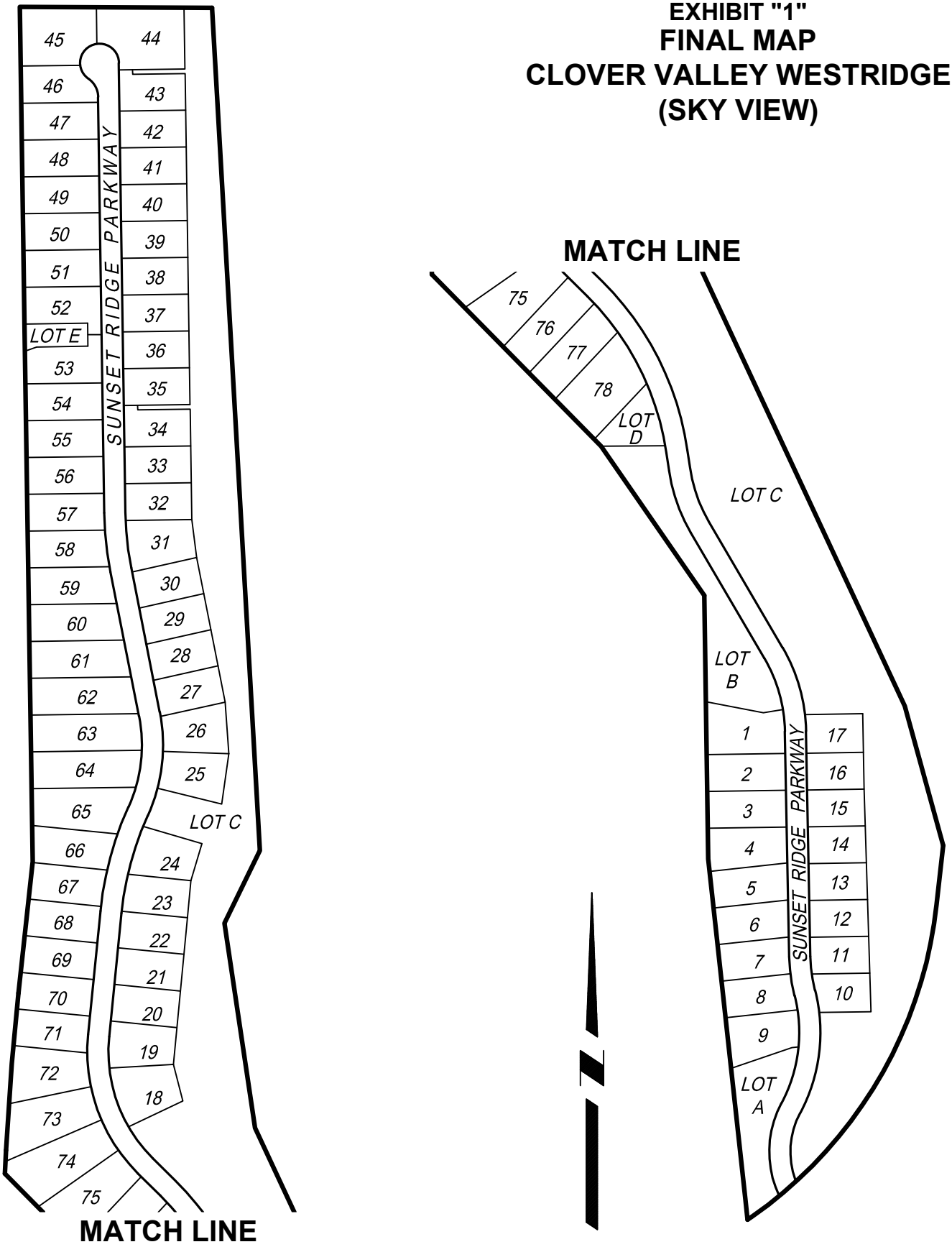
ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR CITY OF ROCKLIN

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR PRINCIPAL

EXHIBIT 1
TO SUBDIVISION LANDSCAPING AGREEMENT

EXHIBIT "1"

FINAL MAP
CLOVER VALLEY WESTRIDGE
(SKY VIEW)



RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING GRANT OF OPEN SPACE EASEMENT
(HILLSIDE AND BLUFF PROTECTION)
(Clover Valley Westridge (Sky View) Subdivision)

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

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

A. Approval of the tentative subdivision map for the subdivision known as Clover Valley Westridge (Sky View) Subdivision/SD-2004-03) was conditioned on, among other things, dedication of open space easements over portions of the real property included in the tentative map, which real property is shown and described in Exhibit A attached hereto and by this reference incorporated herein;

B. The subdivider wishes to file for record a final subdivision map for Clover Valley Westridge (Sky View) and wishes to satisfy the above-described condition by offering to grant to the City of Rocklin an open space easement with covenants in the form attached hereto as Exhibit A;

C. Preservation of the land as open space is consistent with the Rocklin General Plan; and

D. The preservation of land as open space is in the best interest of the City of Rocklin and is important to the public for the enjoyment of scenic beauty for the following reasons:

1. The land is essentially unimproved, and if retained in its natural state, it has scenic value to the public and is valuable as a watershed and wildlife preserve;

2. It is in the public interest that the land remain in its natural state, including the trees and other natural growth, as a means of preventing floods and because of its value as watershed;

3. The land, if retained as open space, will add to the amenities of living in the neighboring urbanized areas; and

4. The instrument conveying the open space easement to the City of Rocklin contains appropriate covenants to ensure that the public interest will be served in these ways.

Section 2. The City Council of the City of Rocklin accepts the grant of open space easement with covenants in the form attached as Exhibit A and by this reference incorporated herein.

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

PASSED AND ADOPTED this 23rd day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A
GRANT OF OPEN SPACE EASEMENT

Recording Requested by
and Return to:

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

Exempt from filing fees
Per Gov't Code § 27383
Exempt from Documentary Transfer Tax
Per Rev & Tax Code §11922
Transfer Tax Due=$0.00

GRANT OF OPEN SPACE EASEMENT WITH COVENANTS
(HILLSIDE AND BLUFF PROTECTION)
(Final Map of Clover Valley Westridge (Sky View))

1. TL SKY VIEW, L.P., a California Limited Partnership ("Grantor"), hereby grants to the City of Rocklin, a municipal corporation, ("Grantee"), a perpetual open space easement, in that certain real property situated in the City of Rocklin, County of Placer, State of California, as shown and described in Exhibit 1, attached hereto and incorporated by reference herein ("Open Space Property"). This open space easement is given pursuant to Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the California Government Code.

2. Grantor and Grantee recognize that the Open Space Property has significant value and that this value will add to the public's enjoyment of and awareness for the need to preserve these amenities while living in an urbanized area. The purpose of this open space easement is to keep the Open Space Property in a condition that preserves its significant topographical features to as much of an extent as reasonably possible for the enjoyment and benefit of the public. In order that the Open Space Property be so kept, Grantor shall not:

a. Place, erect, construct, or maintain any improvement on the Open Space Property, including but not limited to fencing, except four-inch by four-inch (4" X 4") metal posts marking the boundaries of the Open Space Property.

b. Cut, remove or otherwise disturb trees, shrubs, or other natural growth found on the Open Space Property, except as may be required for fire prevention as defined in the Open Space Management and Fuel Modification Plan dated December 17, 2024, attached as Exhibit 2, erosion control, thinning, or elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this

agreement. Grantor shall not plant any trees, shrubs, or other vegetation upon the Open Space Property, except as provided for in paragraph 3.c. of this easement;

c. Enter upon the surface to mine, extract or otherwise remove any archaeological or natural resource found or located in the Open Space Property, or excavate, grade, remove or otherwise disturb any existing sand, soil, rock, gravel or other material found or located in the Open Space Property;

d. Use any portion of the Open Space Property as a dump site, parking lot, storage area or any other use which is inconsistent with the stated purposes, terms, conditions, restrictions and covenants of this easement, or the findings of the City Council of the City of Rocklin relative to the Open Space Property pursuant to Government Code section 51080 et seq.;

e. Operate or permit the operation on the Open Space Property of any motor driven or powered vehicle, except as may be required for fire prevention, elimination of diseased growth or similar preventive measures, as defined in the Open Space Management and Fuel Modification Plan dated December 17, 2024, attached as Exhibit 2.

f. Permit any advertising of any kind to be located on any portion of the Open Space Property.

3. Grantor hereby reserves to itself, its successors in interest and assigns, the right to use the Open Space Property in any manner which is consistent with the purposes and terms of this easement and with existing zoning and other laws, rules and regulations of the State of California and the City of Rocklin. The rights so reserved include, but are not limited to the following:

a. The right to maintain all existing landscaping and terrain in its present condition;

b. The right to exclude members of the public from trespassing upon the Open Space Property;

c. The right to cover the site with soil and landscaping subject to the prior approval of the Rocklin Community Development Director, who shall require Grantor to utilize grading, fill and planting methods compatible with preserving the Open Space Property in its natural state; and

d. The right to install underground drainage, utility, and similar lines and facilities, subject to prior approval of the City of Rocklin's Community Development Director, who shall require Grantor to conduct the

work in a manner which minimizes disturbance to the topographic features of the open space property, and to restore and revegetate the open space property to its natural state to the Director's satisfaction.

4. Grantor hereby grants Grantee, its successors and assigns, the right, but not the obligation, to enter the Open Space Property during the term of this easement for the purposes of removing anything or prohibiting any activity which is contrary to the stated purposes, terms, conditions, restrictions or covenants contained in this easement, or which will or may destroy the unique physical characteristics of the Open Space Property.

5. Grantor hereby waives for himself, his successors in interest and assigns, all reimbursement or compensation for any improvements located within the Open Space Property which may be damaged or destroyed by Grantee, its agents or employees, in carrying out any of the rights granted by this easement. In addition to the rights granted elsewhere herein, such rights include the right, but not the obligation, to make inspections of the Open Space Property and to maintain the Open Space Property for fire and flood prevention, firefighting, flood abatement and rodent and/or pest extermination.

6. The granting of this easement and its acceptance by the City of Rocklin does not authorize and is not intended to authorize the public to use any portion of the Open Space Property.

7. The sole purpose of this easement is to restrict the uses to which the Grantor may put the Open Space Property thereby preserving its topographic features.

8. This easement shall not be abandoned, and the terms hereof shall not be amended or rescinded as to any portion of the Open Space Property without the prior written consent of Grantee and full compliance with sections 51093 and 51094 of the Government Code.

9. Each of the terms and provisions contained herein is a covenant intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of section 8 Article XIII of the California Constitution and Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the Government Code, and shall be binding on the heirs, successors in interest and assigns of the Grantor, and each and all of them, and shall run with the land. Each of the stated purposes, terms, conditions, restrictions, and covenants may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California.

10. In any legal proceeding between the Grantor and Grantee to enforce any of the rights or obligations of the parties herein or any of the terms contained

herein the prevailing party shall be entitled to recover reasonable attorneys' fees, including those incurred on appeal, if any.

DATED:_____

GRANTOR:

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

By: TL MANAGEMENT, INC., a California Corporation
Its: General Partner

By:
_____
Jay Timothy Lewis
Its: President

INSERT NOTARY ACKNOWLEDGMENT(S) HERE

EXHIBIT 1

OPEN SPACE EASEMENT PROPERTY DESCRIPTION

The land referred to herein is situation in the City of Rocklin, County of Placer, State of California and is described as follows:

Open Space Easement over Lots A, B & C as shown on the map entitled, "Final Map of Clover Valley Westridge (Sky View), filed for record in the Office of the Recorder of Placer County, California, In Book _____of Maps, at Page _____.

EXHIBIT 2

OPEN SPACE MANAGEMENT AND FUEL MODIFICATION PLAN

EXHIBIT "1"
FINAL MAP
CLOVER VALLEY WESTRIDGE
(SKY VIEW)

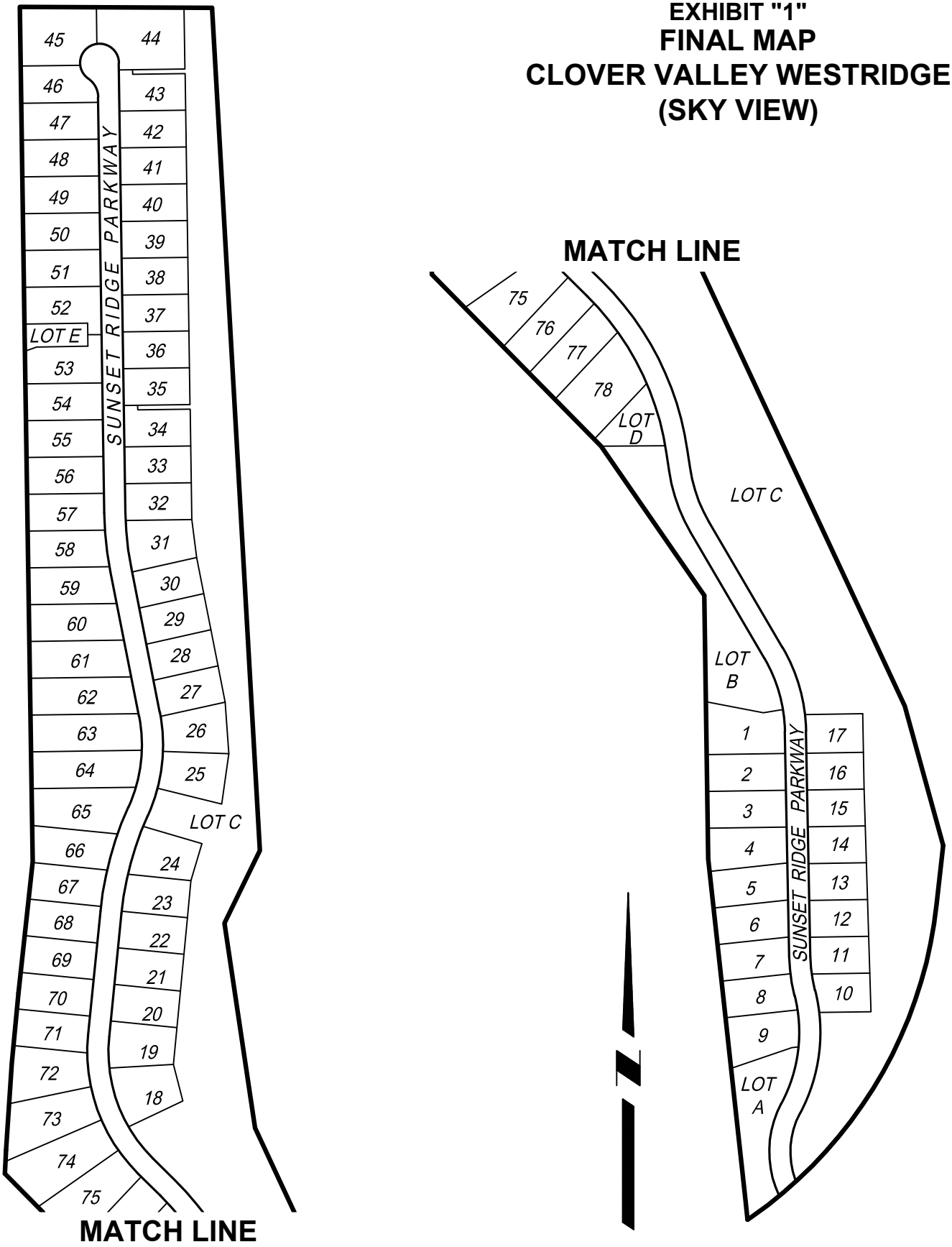


EXHIBIT 2

WESTRIDGE (SKY VIEW)

OPEN SPACE MANAGEMENT

AND FUEL MODIFICATION PLAN

Prepared for:

Tim Lewis Communities

Prepared by:

Ubora Engineering & Planning

December 17, 2024

Table of Contents

1.0 Introduction 1

2.0 Open Space Description 1

2.1 Location 1

2.2 Vegetation 1

3.0 Long Term Preserve Management 1

3.1 Preserve Manager 1

3.2 Management Strategies 1

3.3 Permitted Uses 2

3.4 Prohibited Activities 2

4.0 Fuel Modification Plan Management 3

4.1 Basis of Plan Design 3

4.2 Vegetation Maintenance Practices 3

4.3 Large Areas 3

4.4 Protected Areas and Vegetation 4

4.5 Access Control 4

5.0 Preserve Funding and Ownership 4

Figure 1 Open Space Exhibit

Figure 2 Vegetation Maintenance Zones Exhibit

Figure 3 Zones 1 & 2 Adjacent to Rear Yards

Figure 4 Zones 1 & 2 Adjacent to Side Yards

Figure 5 Slope Exhibit

Appendix A City of Rocklin Vegetation Maintenance Standard A-1

Appendix B City of Rocklin Citywide Fuel Load Reduction Guidelines B-1

1.0 Introduction

In 2007, the City of Rocklin approved the Clover Valley Tentative Subdivision Map, comprising the development of 558 residential lots and other associated land uses on 622 acres located within Clover Valley, which is situated in the northeast corner of the city. The Westridge (Sky View) project is considered the initial phase of the Clover Valley project, comprising the development of 178 residential lots and three open space lots on roughly 47 acres situated atop the ridge in the northwest corner of Clover Valley. Of the 47 acres, roughly 31 will be developed while the remaining 16 acres will be saved as open space. The project's Home Owners Association will own the three open space lots (Parcels A, B & C) and manage the open space contained within.

This document describes the management of the fire fuel load within the three open space lots. It does not cover any fire fuel load management within the private lots or on lands adjacent to the Westridge (Sky View) Subdivision.

2.0 Open Space Description

2.1 Location

The Westridge (Sky View) project comprises an approximately 47-acre long and narrow strip of land located along the ridge above Clover Valley, adjacent to Boulder Ridge Park and the PCWA Sunset Water Treatment Plant property to the west, and Clover Valley to the east. Access to the site is via Park Drive at the south end of the property (see Figure 1).

2.2 Vegetation

The property is located atop the ridge, roughly 160 feet above the valley floor, with a majority of the property covered by two principal plant communities: dry grassland and oak woodland. The dry grassland consists of non-native annual grasses, including ripgut brome, soft chess, filaree, medusahead, wild oat, and star thistle. The annual grasses extend outward from the ridgetop, downslope into the oak woodland canopy located along the steeper slopes of the canyon wall. Oak woodlands grow in shallow to moderately deep, well-drained soils along the relatively steep canyon side slopes, in excess of 20 percent, supporting a low, dense, closed-canopy woodland of blue oak, interior live oak, California buckeye and poison oak. Small openings in the woodland canopy support ripgut brome and dogtail grass. The floor of the oak woodland supports a species mixture of annual non-natives similar to the dry grassland.

3.0 Long Term Preserve Management

3.1 Preserve Manager

The project's Home Owners Association (HOA), pursuant to this Open Space Management and Fuel Modification Plan (Plan), will provide management of this open space area. The HOA will function as both the Preserve Manager and the Owner in fee of the open space parcels. All allowed uses and restrictions in this open space area are contained within this plan.

3.2 Management Strategies

- Limit access to the open space.

- Police the property sufficiently to discourage and even prosecute and penalize unauthorized "users".
- Implement best management practices during construction and maintenance activities to minimize damage to special status species and potential habitat.

3.3 Permitted Uses

The Plan expressly permits the following uses within the subject open space parcels:

- Permitted uses set forth in the City of Rocklin Zoning Ordinance;
- Land uses and associated infrastructure set forth in the Westridge (Sky View) Subdivision approval documentation;
- Wildfire mitigation measures, including fire suppression and other emergency response measures necessary;
- Stormwater drainage facilities as noted in the Westridge (Sky View) Subdivision approval documentation and as otherwise approved during the project's improvement plans review;
- Maintenance including weed abatement, utility maintenance, fire prevention, preserve maintenance-abated materials may be chipped on site, lopped and scattered, or chipped and hauled;
- Activities that may be required for the operation and maintenance of other open space infrastructure are permitted.

The entities responsible for operating and maintaining facilities within the open space will be provided access to the open space by the Preserve Manager. The Preserve Manager shall maintain a list of entities who have infrastructure operation and/or maintenance responsibilities within the open space. The Preserve Manager is responsible for notifying and informing entities performing operation and/or maintenance responsibilities within the preserve about preserve management policies including activities prohibited within the preserve.

3.4 Prohibited Activities

The following activities are not permitted within the open space preserve:

- Alteration of existing topography, which includes leveling, grading, or landscaping, for any purposes, except as required for authorized fire protection, routine maintenance of existing utilities, emergency situations including fires, floods, and utility line breakages, planting of native vegetation for preserve enhancement, or other permitted activities defined in this plan;
- Cultivation, plowing, and/or grading except as necessary to remove noxious or dangerous plants consistent with this Plan, or as required to minimize fire, flood, or other public safety danger;
- Dumping and/or burning of rubbish, garbage, or any other wastes or fill materials;
- Use of motorized vehicles, except as provided herein;
- Removing, altering, or replacing any existing native vegetation, except as part of the Fuel Modification Plan to maintain existing and planned utilities;
- Alteration of natural drainages or placement of unauthorized storm water outfalls;
- Use of pesticides or herbicides, unless such use is consistent with the maintenance of the open space function;
- Any other activities that, in the opinion of the Preserve Manager, might degrade or interfere with the open space function.

4.0 Fuel Modification Plan Management

4.1 Basis of Plan Design

The management of fuels within the open space is specified in the City of Rocklin's Municipal Code Chapter 8.10 – Fire Safe Vegetation and Debris Management and Chapter 8.12 – Weeds and Rubbish and the Citywide Fuel Load Reduction Guidelines. These practices may occur year-round, with the removal of hazardous trees, branches, and vegetation conducted as needed.

4.2 Vegetation Maintenance Practices

Vegetation maintenance within the open space will comply with the current adopted defensible space and vegetation management practices established by the Rocklin Fire Department, with zones determined based on proximity to structures.

Zone 1

Zone 1 is the area within 30-feet of property lines or structures. In this case, this is along any residential lots that abut the open space. The operational standards for this zone are as follows:

- Cut, mow, graze annual grass down to a maximum height of 4-inches;
- Create horizontal space between shrubs and trees. This distance depends upon the slope with a 10-foot minimum for trees or twice the height of the shrubs (See diagram in Appendix A);
- Create vertical space between grass, shrubs, and trees. The minimum clearance is 6' from the ground, or 3x the height of adjacent shrubs (See diagram in Appendix A);
- Remove branches that hang over property line;
- Trim trees regularly to keep branches a minimum of 10-feet from other trees;
- Create a separation between trees and shrubs. Trees less than 4" DBH removed.

Zone 2

Zone 2 extends from 30 feet to 100 feet from structures, but not less than 20 feet beyond the limit of grading. The operational standards for this zone are as follows:

- Cut, mow, graze annual grass down to a maximum height of 4-inches;
- Create horizontal space between shrubs and trees. (See diagram in Appendix A);
- Create vertical space between grass, shrubs, and trees. (See diagram in Appendix A)

See Figure 2 for the limits of the two zones throughout the three open space lots. The property must be brought into compliance with this standard and approved by the identified Preserve Manager.

4.3 Large Areas

For large areas within this open space beyond Zone 2, fuel load reduction will be completed in accordance with the current Citywide Fuel Reduction Guidelines.

4.4 Protected Areas and Vegetation

The project area does not contain aquatic resources or riparian habitat. Prior to the start of any fuel load reduction activities, however, the project site shall be surveyed for the presence of elderberry shrubs. Any elderberry shrubs identified during the survey shall be marked with flagging in the field to ensure avoidance and their locations shall be identified on a project site map. A copy of the project site map with identified elderberry shrubs shall be provided to the contractor conducting the fuel load reduction activities and the contractor shall be briefed on the locations of the identified elderberry shrubs and the need to avoid any trimming or removal of elderberry shrubs.

4.5 Access Control

Fencing of areas to separate the subdivision development from the open space area will be as indicated in the Westridge (Sky View) Subdivision improvement plans and as otherwise approved during the project's improvement plan review process. Those fencing types will primarily include either 4-foot or 6-foot tall tubular steel fencing, or similar, installed at the back of sidewalk where open space areas are adjacent to streets.

5.0 Preserve Funding and Ownership

The open space will be owned by the project's Home Owners Association (HOA). Ongoing Preserve Operation and Maintenance Funding will be provided by the HOA.

FIGURE 1

WESTRIDGE (SKY VIEW)

FUEL MODIFICATION PLAN

OPEN SPACE EXHIBIT

Exhibits are on file with the City of Rocklin Community Development Department and Fire Department.

FIGURE 2

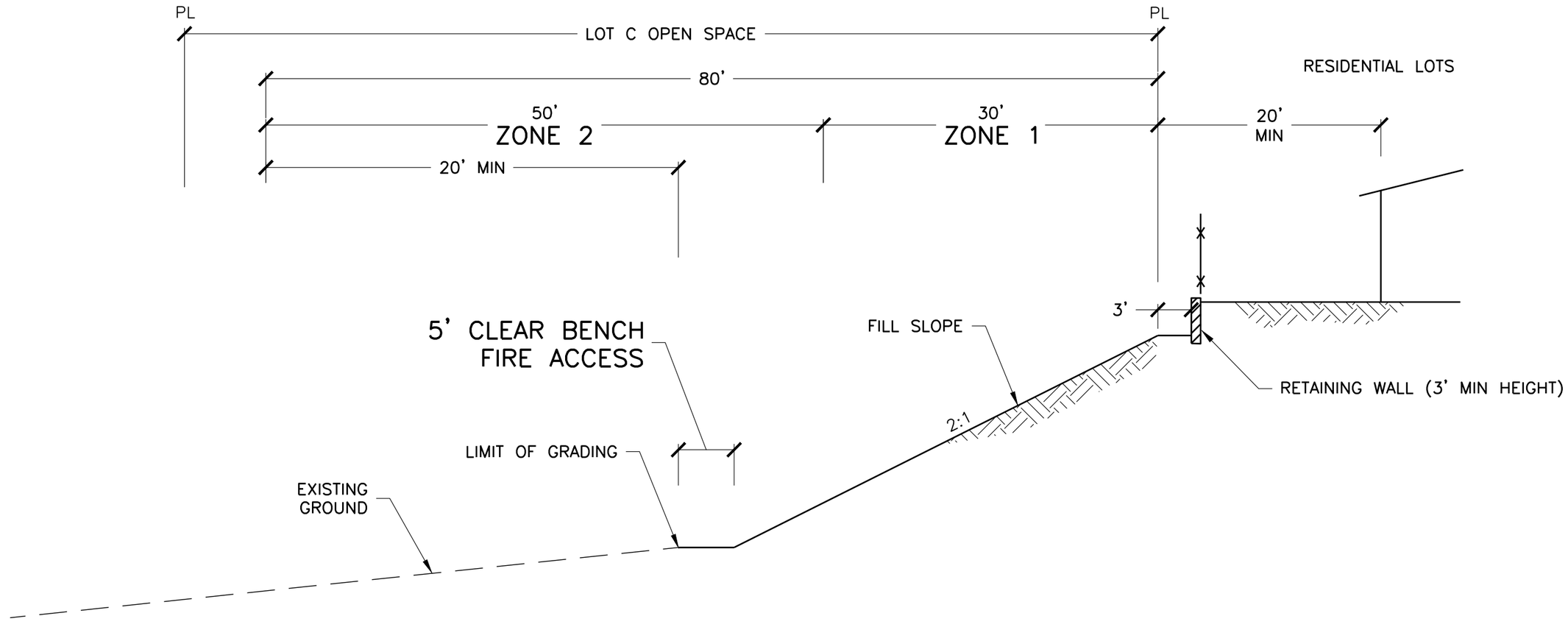
WESTRIDGE (SKY VIEW)

FUEL MODIFICATION PLAN

VEGETATION MAINTENANCE ZONES EXHIBIT

Exhibits are on file with the City of Rocklin Community Development Department and Fire Department.

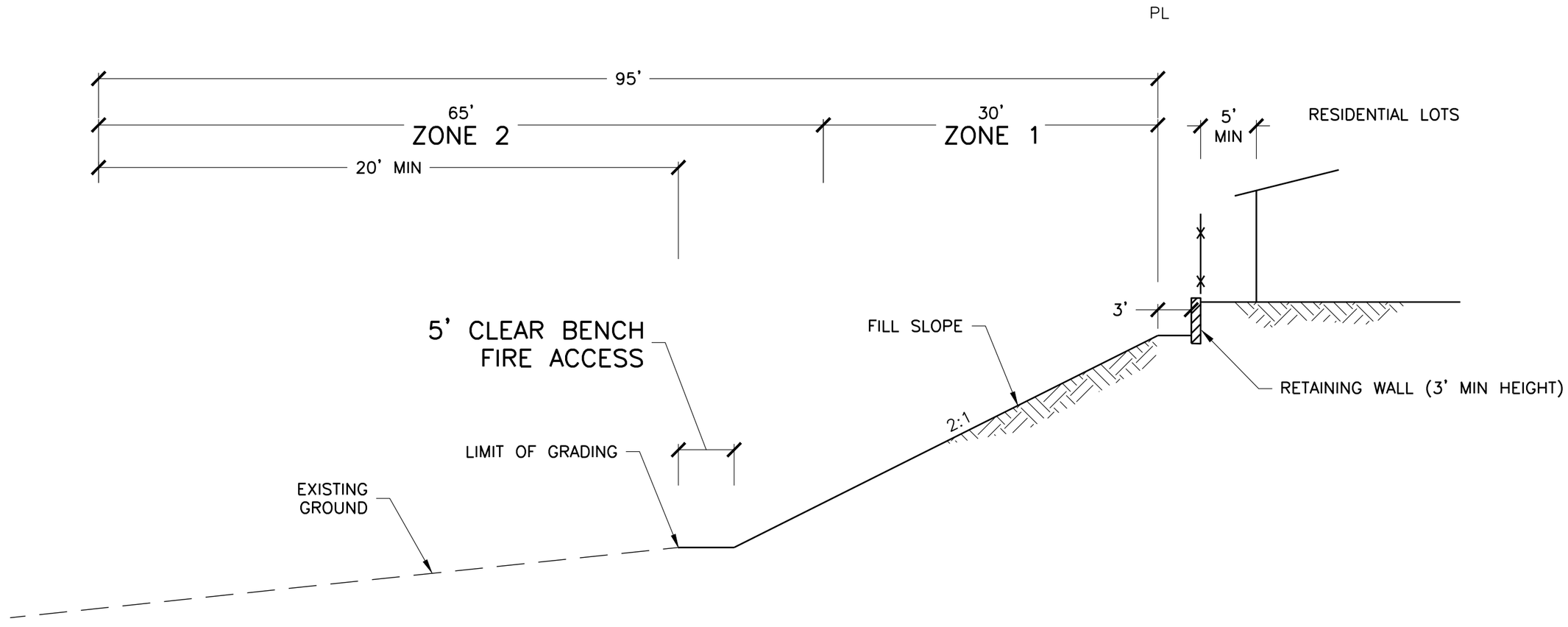
FIGURE 3
WESTRIDGE (SKY VIEW)
FUEL MODIFICATION PLAN
ZONES 1 & 2
ADJACENT TO
REAR YARDS



VEGETATION MAINTENANCE ZONES ADJACENT TO REAR YARDS

NTS

FIGURE 4
WESTRIDGE (SKY VIEW)
FUEL MODIFICATION PLAN
ZONES 1 & 2
ADJACENT TO
SIDE YARDS



VEGETATION MAINTENANCE ZONES ADJACENT TO SIDE YARDS

NTS

FIGURE 5

WESTRIDGE (SKY VIEW)

FUEL MODIFICATION PLAN

SLOPE EXHIBIT

Exhibits are on file with the City of Rocklin Community Development Department and Fire Department.

Appendix A

City of Rocklin

Vegetation Maintenance Standard

The attached document is the current approved version at the time this plan was prepared. This Open Space Management and Fuel Modification Plan shall adhere to the most current city standard.

VEGETATION MAINTENANCE STANDARD

Scope:

This guideline provides the requirements for open space land and all parcels within the City of Rocklin to reduce the impact of wildland fire. For the purpose of this guideline, certain terms are defined as follows:

Definitions:

Defensible Space. Defensible space is the buffer you create on your property between a structure and/or property line and the grass, trees, shrubs, or any wildland area that surround it. This space is needed to slow or stop the spread of wildfire and it helps protect your home from catching fire—either from embers, direct flame contact or radiant heat.
Wildland Urban Interface. The WUI is the zone of transition between unoccupied land and human development. It is the line, area or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

References:

Rocklin Municipal Code Chapter 8.10 - Fire Safe Vegetation and Debris Management
Rocklin Municipal Code Chapter 8.12 - Weeds and Rubbish

Operational Standards for ALL Parcels:

Zone 1 (Within 30 feet of the property line or structures):

- Cut, mow, graze annual grass down to a maximum height of 4 inches.
- Create horizontal space between shrubs and trees. (See diagram)
- Create vertical space between grass, shrubs and trees. (See diagram)
- Remove branches that hang over property line.
- Trim trees regularly to keep branches a minimum of 10 feet from other trees.
- Create a separation between trees, shrubs.

Zone 2 (Extends from 30 feet to 100 feet from structures):

- Cut, mow, graze annual grass down to a maximum height of 4 inches.
- Create horizontal space between shrubs and trees. (See diagram)
- Create vertical space between grass, shrubs and trees. (See diagram)

Operational Standards for VACANT Parcels:

- The required maintenance for vacant properties is based on the size of the parcels as listed below.

  A. **Five (5) acres or smaller** shall be totally disced or mowed

  B. **Larger than five (5) acres and smaller than twenty-five (25) acres** require fire breaks consistent with Zone 1, or one hundred (100) feet off closest structure, whichever is greater. The remainder of the parcel will require the appropriate number of thirty (30) foot fire breaks to segment (checkerboard) the land into four (4) acre +/ - sections.

  C. **Larger than twenty-five (25) acres** require fire breaks of thirty (30) feet off property line or one hundred (100) feet off closest structure, whichever is greater. The remainder of the parcel will require the appropriate number of thirty (30) foot firebreaks to segment (checkerboard) the land into five (5) acre + /- sections.

- Parcels under agricultural or pasture land use require fire breaks of (30) feet adjacent to all developed areas, fences, or structures. The remainder of the property must be mowed or disced at time of harvest or have sufficient animals present to maintain height of combustible growth a six (6) inches.
- Fire breaks may be constructed by discing, mowing, or the use of a blade. The maximum height of combustible growth within a firebreak is four (4) inches. If a blade is used, the side boundaries of the break shall be leveled. Windrows are not permitted.
- Parcels may be maintained to allow reasonable access for firefighting operations.
- Rubbish and/or debris must be removed prior to any work on the property.

  Discing - Discing shall include rototilling or cultivating. Discs shall be set at an angle sufficient to cut and bury the growth existing at the time.

  Mowing - If this is used, the mowing shall be done each time the combustible growth exceeds four (4) inches.

- **EXCEPTION:** An approved fire access road plan or mitigation strategy for parcels and areas with unique circumstances or terrain may be substituted in lieu of these standards if approved in writing by the Fire Marshal.

Exhibits are on file with the City of Rocklin Community Development Department and Fire Department.

Appendix B

City of Rocklin

Citywide Fuel Load Reduction Guidelines

The attached document is the current approved version at the time this plan was prepared. This Open Space Management and Fuel Modification Plan shall adhere to the most current city standard.

RESOLUTION NO. 2015-182

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND ADOPTING
CITYWIDE FUEL LOAD REDUCTION GUIDELINES

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

Section 1. The City Council of the City of Rocklin herby approves and adopts the City of Rocklin Citywide Fuel Load Reduction Guidelines, attached hereto as Exhibit 1 and by this reference incorporated herein.

PASSED AND ADOPTED this 14th day of July, 2015, by the following vote:

AYES:	Councilmembers:	Yuill, Ruslin, Janda, Magnuson
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Butler
ABSTAIN:	Councilmembers:	None

George Magnuson, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT 1

CITYWIDE FUEL LOAD REDUCTION GUIDELINES

Purpose and Need:

To establish fire fuel load reduction guidelines that would pertain to the entire City of Rocklin. The guidelines would be utilized by the City when conducting fire fuel load reduction activities on any property (primarily City-owned, but in some instances private) within the City. While it is recognized that any specific site being considered for fuel load reduction activities will have its own unique characteristics that will require varying approaches (such as in sensitive open space areas), the guidelines are intended to provide the City with a basic and consistent approach for fuel load reduction activities.

The City's primary purpose in conducting fuel load reduction activities is to reduce ladder fuels (small trees, brush and low limbs) by thinning and removing trees and brush so as to decrease the vertical continuity between surface and crown fuels. These actions are intended to limit the ability of a fire to transition from surface to crown by separating surface fuels from crown fuels.

Guidelines Provisions:

1. Areas designated as Open Space, Wetland, or Preserve areas could be considered sensitive and could have restricted maintenance activities. Staff shall refer to guidance documents that control these types of areas prior to performing any work related to fuel reduction and adhere to those restrictions.

2. Tree species less than 6 inches dbh (diameter at breast height) will be selectively identified for removal.

3. Tree species larger than 6 inches dbh will have their limbs trimmed and/or removed up to 10 feet in height.

4. Diseased, dying or dead trees will be selectively identified for removal if they are deemed to represent a hazard (e.g., the tree is in danger of falling and damaging public or private property and/or blocking natural drainage ways, and/or the tree represents a significant source of fire fuel load in the opinion of the City Fire Department.)

5. Where feasible, waterway avoidance areas will be established at 30-50 feet from the waterways to preserve habitats and water quality.

6. The City of Rocklin has a Streambed Alteration Agreement with the California Department of Fish and Wildlife that limits the time and manner of maintenance work in stream areas that could have substantial adverse effects on fish and wildlife resources. The proposed project will comply with all aspects of this agreement.

7. To address potential impacts to nesting raptors and migratory birds, the following steps shall be implemented:

   a) Fuel load reduction activities shall attempt to time the removal of potential nesting habitat for raptors and migratory birds to avoid the nesting season (February - August).

   b) If vegetation removal needs to occur during the nesting season for raptors and migratory birds (February-August), a qualified biologist shall be hired by the City to conduct pre-work surveys no more than 30 days prior to initiation of fuel load reduction 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. Documentation of the survey shall be provided to and maintained by the City and if the survey results are negative, no further mitigation is required and necessary vegetation trimming and/or removal may proceed.

   c) 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.

   d) 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.

8. To address potential impacts to the Valley Elderberry Longhorn Beetle, the following steps shall be implemented:

   a) Prior to the start of any fuel load reduction activities, project sites shall be surveyed for the presence of elderberry shrubs. Any elderberry shrubs identified during the survey shall be marked with flagging in the field to ensure avoidance

and their locations shall be identified on a project site map. A copy of the project site map with identified elderberry shrubs shall be provided to the contractor conducting the fuel load reduction activities and the contractor shall be briefed on the locations of the identified elderberry shrubs and the need to avoid any trimming or removal of elderberry shrubs.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: PetData, Inc. Agreement for Animal Licensing Services - Ratification

Date: September 23, 2025

Submitted By: Luke Sincerny, Captain
Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Contract for Services with PetData, Inc. and Related Expenditures.

Background:
The City through its Animal Control Operations in the Police Department is required to maintain a licensing service for identified animals requiring a license per Rocklin Municipal Code 6.08.010 and the Police Department meets this requirement through the professional licensing services provided by PetData, Inc. for a nominal fee.

The Rocklin Police Department has contracted with PetData, Inc. for animal licensing services since 2011. The current contract was executed on November 1, 2023, and covers the period of September 1, 2023 through August 31, 2026.

Because the contract performance period began prior to its execution date, City Council ratification is required. Ratification will validate the agreement retroactive to September 1, 2023, and ratify the expenditures incurred during the timeframe of September 1 2023 - October 31, 2023.

To date, $19,831 has been expended under this contract. An additional $20,169, for a total of $40,000, is anticipated through the end of the contract term.

Fiscal Impact:
There is no additional fiscal impact from this recommendation. Funding for animal licensing services has been included in the Fiscal Year 2025-2027 Operating Budget.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A 24-27 Animal Licensing Agreement FINAL executed

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
RATIFYING THE CONTRACT FOR SERVICES WITH
PETDATA, INC. AND RELATED EXPENDITURES

WHEREAS, the City, through its Animal Control Operations in the Police Department (RPD), maintains licensing service for animals requiring a license per Rocklin Municipal Code 6.08.010; and

WHEREAS, RPD contracts with PetData, Inc. in exchange for a nominal fee to provide animal licensing services; and

WHEREAS, the RPD has contracted with PetData, Inc. for animal licensing services since 2011. The current contract was executed on November 1, 2023, and covers the period of September 1, 2023 through August 31, 2026; and

WHEREAS, due to the contract performance period began prior to its execution date, City Council ratification is required. Ratification will validate the agreement retroactive to September 1, 2023, and ratify the expenditures incurred during the timeframe of September 1, 2023 to October 31, 2023; and

WHEREAS, to date, $19,831 has been expended under this contract. An additional $20,169 is anticipated through the end of the contract term.

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

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

Section 2. The City Council ratifies the contract with PetData, Inc., attached hereto as Exhibit A, and ratifies and approves contract expenditures between September 1, 2023 and October 31, 2023.

PASSED AND ADOPTED this 23rd day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

DocuSign Envelope ID: EDFE27DA-6D1E-4EDE-95B4-CCE02427B763

AGREEMENT FOR ANIMAL LICENSING SERVICES

THIS AGREEMENT FOR ANIMAL LICENSING SERVICES ("Agreement") is made and entered into by and between City of Rocklin, a municipal corporation, hereinafter called "CITY," and PETDATA, INC., a Texas for-profit corporation, hereinafter called "CONTRACTOR," as of the date last signed by a party as reflected on the signature page of this Agreement ("the Execution Date").

For good and valuable consideration, CITY and CONTRACTOR agree as follows:

1. SERVICES

For the consideration set forth below, CONTRACTOR agrees to provide to CITY the animal licensing services described under "CONTRACTOR's RESPONSIBILITIES" in Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Services"), upon the terms and conditions of this Agreement. The Services relate to CITY's licensing and registration of pets. CITY agrees to perform "CITY's RESPONSIBILITIES" described in Exhibit A. In the event of any conflict between any of the contents of Exhibit A and any of the provisions of the main body of this Agreement, the provisions of the main body of this Agreement will prevail.

2. OVERSIGHT AND COORDINATION

All Services shall be performed to the reasonable satisfaction of CITY, as reasonably determined by CITY's Administrator or other person whom CITY shall from time to time designate to monitor the performance of the Services by CONTRACTOR. CITY agrees to promptly notify CONTRACTOR of the name and contact information of the person who will monitor the performance of the Services on behalf of CITY, and to promptly notify CONTRACTOR of any changes to CITY'S monitoring designee or the contact information for CITY's monitoring designee.

3. PERFORMANCE OF SERVICES

CONTRACTOR acknowledges that, prior to signing this Agreement, CONTRACTOR has become familiar with the scope of the Services required under this Agreement. Subject to CONTRACTOR's fulfillment of its obligations under this Agreement, the means, methods, timing, and manner of performing the Services shall be within the sole discretion of CONTRACTOR. CONTRACTOR may perform the Services at such location(s) that CONTRACTOR may from time to time determine, and shall not be required to perform any of the Services at a CITY location. CITY acknowledges that CONTRACTOR shall not be obligated to commence the performance of the Services until the Commencement Date, as hereinafter provided. CONTRACTOR shall not be responsible or liable to CITY or any third party for any delays, errors or omissions in the performance of the Services or any losses or damages sustained by CITY or any third party that are caused by (i) CITY or any of CITY's employees or agents, (ii) the inaccuracy, incompleteness, or other insufficiency of any data furnished by or on behalf of CITY to CONTRACTOR under or in connection with this Agreement, or (iii) any other items furnished by or on behalf of CITY to CONTRACTOR under or in connection with this Agreement.

4. CUSTOM SUPPLIES

If CITY requests that CONTRACTOR utilize specific supplies in connection with the performance of the Services, such as, for example, forms, brochures, or rabies books, CITY will provide those supplies to CONTRACTOR without charge.

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5. BANK ACCOUNTS

Licensing fees and any other amounts that are collected by CONTRACTOR for the benefit of CITY under this Agreement will be deposited into an account of one of the following types that is from time to time designated by CITY (a "Bank Account"):

A. An account established and maintained by CITY in its name at a bank or other financial institution (a "CITY Account").

6. COMPENSATION TO CONTRACTOR

In consideration of the Services, CONTRACTOR shall be entitled to the following compensation:

A. Basic Fees.

CITY shall pay to CONTRACTOR the following fees for all animal licenses issued during the term of this Agreement, regardless of whether they are issued by CITY, CONTRACTOR, veterinarians, or any other persons:

1) $4.30 for each one-year license or replacement tag and for the first year for each multi-year license (which amount is subject to adjustment as provided below).

2) $2.00 for each additional year after the first year for each multi-year license.

3) $2.50 collection service fee for each late fee, if any, paid by a Licensee during the term of this Agreement.

The fee provided for in clause 1), above, will be adjusted as follows during any of the following periods that fall within the term of this Agreement: (a) commencing on the third (3rd) annual anniversary of the Execution Date and continuing until the fifth (5th) annual anniversary of the Execution Date, the fee provided for in clause 1), above, will be $4.40; and (b) if the term of this Agreement is for more than five (5) years, then, commencing on the fifth (5th) annual anniversary of the Execution Date and continuing on each annual anniversary of the Execution Date thereafter throughout the remaining term of this Agreement, the fee provided for in clause 1), as previously adjusted, will increase by an amount equal to five percent (5%) of the fee under clause 1) that is in effect immediately prior to the respective anniversary, and the fee, as so increased, will thereupon become the fee payable under clause 1) unless and until further adjusted in accordance with this clause (b).

An animal license will be considered "issued" for purposes of this Agreement regardless of the means, method, program, process, or agency used for the issuance or registration of the license, and whether or not a fee or other consideration is charged or received by the CITY for the license. Without limiting the generality of the foregoing, an animal license that is donated or issued free of charge by the CITY or that is issued as part of a bundling of CITY services or programs will be considered "issued" for purposes of this Agreement. Further, any animal license that is processed by CONTRACTOR for CITY during the term of this Agreement will be considered "issued" for purposes of this Agreement, whether or not the license was or is actually issued or delivered before, during, or after the term of this Agreement.

Notwithstanding the preceding provisions of this Section 6A, the parties agree that CONTRACTOR's minimum aggregate fees under this Section 6A are $6,000.00 per calendar year. In order to assure the payment of such minimum aggregate annual fees to CONTRACTOR, the parties agree that if the aggregate fees payable to CONTRACTOR under this Section 6A for a calendar month would, but for the application of this sentence, be less than $500.00, then the aggregate fees payable to CONTRACTOR under this Section 6A for that calendar month will be $500.00. However, the foregoing minimum monthly amount will not be applicable if the aggregate fees paid to CONTRACTOR under this Section 6A have already equaled or exceeded, or in the opinion of

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CONTRACTOR are reasonably expected to otherwise equal or exceed, $6,000.00 for that calendar year. If the aggregate annual fees paid to CONTRACTOR under this Section 6A during any calendar year do not equal or exceed $6,000.00, then CITY shall pay an amount equal to the positive difference between (i) the amount previously paid to CONTRACTOR for that calendar year and (ii) $6,000.00, upon demand by CONTRACTOR. The $6,000.00 minimum annual amount shall be prorated for any partial calendar year during the term of this Agreement. No delay or failure on the part of CONTRACTOR in imposing or collecting the aforesaid monthly minimum amount shall affect CONTRACTOR's right to receive the aforesaid minimum aggregate annual fees or to collect the aforesaid minimum aggregate monthly amount either then or in the future. CITY acknowledges that the aforesaid minimum fee amounts apply only to the fees payable to CONTRACTOR under this Section 6A, and do not include, by way of example and not by way of limitation, any Start-Up Fee payable to CONTRACTOR under Section 6B.

The fees paid to CONTRACTOR under this Section 6A are further subject to reasonable adjustment in the event that CITY adds, modifies, or eliminates any fees that are charged to Licensees during the term of this Agreement. CITY and CONTRACTOR agree to negotiate any such reasonable adjustments in good faith.

As used in this Agreement, the term "Licensee" refers to any person who applies for an animal license to be issued by or on behalf of CITY.

B. Start-Up Fee.

Startup fee waived for this agreement.

C. Additional Service Fees or Costs.

The following fees or cost reimbursements will apply to the extent that the corresponding services described below are requested by CITY:

1) Bank Deposit Mailing Fees. If CITY requires CONTRACTOR to deposit money into a CITY Account other than at a branch located in the CITY where CONTRACTOR's principal office is located, CONTRACTOR may make any deposit to that CITY Account by means of any form of U.S. Mail or overnight delivery service, and the actual cost to transmit the deposits to the required bank location will be borne by CITY and included in invoices submitted to CITY for the Services.

2) Postal Box/Mail Forwarding Fee. If CITY requests CONTRACTOR to establish a local post office box for mail collection and forwarding, CITY will pay or reimburse CONTRACTOR for the actual costs of mail box rental, mail forwarding and postage fees.

3) Supply Fee. If CITY requests changes to supplies or notices that it has previously approved, including but not limited to fee or program changes, CITY will be responsible for the actual costs associated with changing, replacing or discontinuing the use of the previously approved supplies. If CITY terminates this Agreement for any reason other than for cause, CITY will remain responsible for the actual cost of supplies purchased on its behalf.

4) Lock Box Fees. If CITY utilizes a lockbox, the actual fees and costs associated with the lockbox, including the cost to forward mail to CONTRACTOR from a lockbox, shall be borne solely by CITY.

D. Charges to Licensees.

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CITY agrees that CONTRACTOR may charge and collect the following fees directly from Licensees, and CONTRACTOR shall be entitled to retain any such fees so collected as part of CONTRACTOR's compensation under this Agreement, :

1) $2.00 for each on-line transaction engaged in by a Licensee.

7. MODIFICATIONS OF SERVICES

If CITY requests Services in addition to those described in this Agreement, and CONTRACTOR agrees to provide those additional Services, then CONTRACTOR shall be entitled to additional compensation for those additional Services as shall be agreed upon by CONTRACTOR and CITY in a written modification to this Agreement that is signed by CITY and CONTRACTOR. CONTRACTOR shall not be required to perform any such additional Services unless and until the parties have entered into a written modification of this Agreement. Without limiting the other types of services that may be considered to be outside of the scope of the Services described in this Agreement, the following types of Services would be considered to be outside of the scope of the Services described in this Agreement and, therefore, the subject of additional compensation to CONTRACTOR: customized software projects; requests for new features in CONTRACTOR's software; or requests for CONTRACTOR to implement new procedures or operations. CITY may determine after the Execution Date that certain portions of the Services are no longer necessary, in which event CITY shall notify CONTRACTOR of the portions of the Services that are no longer required, and CONTRACTOR shall be relieved of the responsibility for performing those portions of the Services. However, there shall be no adjustment in CONTRACTOR's compensation hereunder for any portions of the Services that CONTRACTOR is not required to perform.

8. REPORTS

A. Reports from CONTRACTOR. Within 15 business days after the end of each calendar month during the term hereof, CONTRACTOR will submit an animal licensing summary report for the preceding calendar month to CITY in a format that is mutually agreed upon by CITY and CONTRACTOR. Any such report may be transmitted electronically or by any other means.

B. Reports from CITY. Within 10 calendar days after the end of each calendar month during the term hereof, CITY will submit a report to CONTRACTOR of all license fees that CITY has received during the preceding calendar month from Licensees, veterinarians or any other source other than CONTRACTOR. Any such report may be transmitted electronically or by any other means.

9. PAYMENTS

CITY Account Used. If and for so long as a CITY Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9B shall be inapplicable):

Within 15 business days after the end of each calendar month, CONTRACTOR will submit to CITY an invoice with supporting documentation for the compensation due CONTRACTOR under this Agreement for that calendar month. All invoices submitted by CONTRACTOR shall contain the following information:

(1) Job/project name or description;
(2) City's current purchase order and/or work order number (if applicable);
(3) Contractor's invoice number;
(4) Date of invoice issuance;

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(5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
(6) Amount of invoice, itemizing all authorized reimbursable expenses

CITY will pay CONTRACTOR the invoiced amount by means of check, ACH payment or other form of payment acceptable to CONTRACTOR within 30 days of receipt of an acceptable invoice from CONTRACTOR.CITY will notify CONTRACTOR of any objections to invoices received within 15 days of receipt. Invoices that are not timely paid will, at CONTRACTOR's option, bear interest from the 30th day after the date that CONTRACTOR submits the invoice to CITY until paid at a rate equal to the lesser of (i) 18% per annum or (ii) the maximum annual rate of interest permitted from time to time under applicable law (or if those rates are the same, then at the rate determined under either clause). Invoices will be submitted electronically to the e-mail address that CITY shall from time to time provide CONTRACTOR for the submission of invoices or in such other manner as CITY may from time to time request in writing to CONTRACTOR and that is acceptable to CONTRACTOR. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to submit an acceptable invoice, in the format described above.

B. Direct Collections by CITY. If CITY collects any animal license fee or any other amount that is subject to this Agreement directly from a Licensee, veterinarian or other source, other than CONTRACTOR, CITY may either forward the amount collected to CONTRACTOR within fifteen business days for deposit, or retain the amount. In either event, CITY shall report the amount so collected to CONTRACTOR in accordance with Section 8B so that the fee(s) due CONTRACTOR hereunder with respect to the amount collected by CITY may be determined and paid in accordance with this Agreement.

10. TERM

The initial term of this Agreement will commence on September 1, 2023, and will expire at the close of business on August 31, 2026, unless this Agreement is sooner terminated in accordance with other provisions of this Agreement, or extended by written amendment executed by CITY and CONTRACTOR.

11. PERMITS AND REQUIREMENTS

A. Permits.

CONTRACTOR shall obtain the necessary permits(s), if any, required by CITY or its governing ordinances for the performance of the Services. CITY agrees to provide CONTRACTOR with a list of any and all such permits and to cooperate and assist CONTRACTOR in good faith to aid CONTRACTOR in obtaining any such permits in a timely fashion.

B. Legal Requirements.

CONTRACTOR shall, in performing the Services under this Agreement, comply with all federal, state, county, or CITY statutes, laws, codes and ordinances, as amended, that are directly applicable to CONTRACTOR's performance of the Services. CITY shall notify CONTRACTOR of changes to laws, codes or ordinances affecting CONTRACTOR's performance of Services under this Agreement of which CITY obtains actual knowledge during the term of this Agreement.

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12. COVENANTS REGARDING DATA

CONTRACTOR agrees that it will not, without CITY's consent, use personal data collected on behalf of CITY other than for the performance of the Services or other uses permitted by this Agreement or under applicable law. Further, CONTRACTOR agrees that it will not sell, or intentionally transfer or release, to any third party personal data that CONTRACTOR has collected in performing the Services, except as may otherwise be required by this Agreement or applicable law, and that it will take commercially reasonable measures to prevent the unauthorized release of any such third party personal data.

Upon the termination of this Agreement, CONTRACTOR agrees to return or transfer to CITY, in a mutually acceptable format, all animal licensing data maintained by CONTRACTOR under this Agreement within 15 business days after CONTRACTOR has received all sums due CONTRACTOR under this Agreement.

13. INDEMNITY

Subject to the limitations on CONTRACTOR's liability set forth elsewhere in this Agreement, CONTRACTOR agrees to indemnify and hold harmless CITY and its officers and employees from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of CONTRACTOR's negligence or misconduct in the performance of the Services under this Agreement. In the event of joint and concurring responsibility of CONTRACTOR and CITY, responsibility and indemnity, if any, shall be apportioned comparatively. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, in or to any other person or entity.

14. INSURANCE REQUIREMENTS

CONTRACTOR shall procure, pay for, and maintain during the term of this Agreement:

A. Commercial Liability Insurance with a minimum combined single limit coverage of $1,000,000 per occurrence, and a $2,000,000 General Aggregate Limit for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof.

B. Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction or employees engaged in the performance of the work or services of not less than $1,000,000 per accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

CONTRACTOR shall furnish evidence of such coverage to CITY and will provide 30 days' written notice of policy lapse or cancellation, or of a material change in policy terms.

CONTRACTOR does not own any vehicles. However, CONTRACTOR does have coverage for non-owned vehicles under its commercial liability policy. Therefore, CONTRACTOR does not carry and shall not be obligated to carry separate automobile liability coverage.

15. TERMINATION

A. Expiration.

If the term of this Agreement expires and is not extended in accordance with other provisions of this Agreement, then CONTRACTOR shall be paid all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination.

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B. For Cause.

If CONTRACTOR materially breaches this Agreement and fails to cure the breach within 30 days after CITY notifies CONTRACTOR of the breach and specifies the details of the breach, CITY may terminate this Agreement upon notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination. CONTRACTOR will not be paid for work that is not performed.

C. Termination Without Cause.

CITY may terminate this Agreement at any time and for any reason upon not less than 90 days prior notice to CONTRACTOR. Upon such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination plus an additional amount (the "Cancellation Fee") equal to the sum of all compensation payable to CONTRACTOR under this Agreement for the three calendar months in which the highest monthly compensation was payable to CONTRACTOR hereunder during the twelve calendar months preceding the date of termination (or if shorter during the period from the Execution Date until the date of termination). The parties agree that the Cancellation Fee is reasonable compensation to CONTRACTOR for its lost revenue resulting from the early termination of this Agreement by CITY and is not a penalty.

16. UNFORESEEN CIRCUMSTANCES

CONTRACTOR shall not be responsible for any delay or omission in the performance of any of CONTRACTOR's obligations under this Agreement to the extent caused by natural disaster, power outages, war, civil disturbance, labor dispute or other cause beyond CONTRACTOR's reasonable control. To the extent CONTRACTOR is able to do so, CONTRACTOR shall provide notice to CITY of any event described in this Section within ten (10) calendar days after the occurrence of such event.

17. RECORDS/AUDIT

CONTRACTOR shall maintain in electronic form or on a database material books, records, and documents directly related to the performance of the Services (collectively, "Records") during the term of this Agreement and for a period of three years thereafter. CONTRACTOR shall further maintain any Records that were either received or originally generated by CONTRACTOR in paper form for a period of three years after the date(s) that the respective Records were originally received or generated or until the termination, by expiration or otherwise, of this Agreement, whichever occurs first. Any paper Records in existence at the expiration of any such three-year period or at the termination of this Agreement shall either be shipped to CITY or destroyed, at CITY's option and at CITY's expense in either case. During the term of this Agreement and for a period of three years thereafter, CITY shall have the right to inspect and audit, at CITY's expense, and upon reasonable advance notice to CONTRACTOR, the Records that CONTRACTOR is obligated to maintain hereunder as of the time of any such inspection or audit. Notwithstanding the foregoing, any Records maintained by CONTRACTOR during the term of this Agreement that relate to any litigation, appeal, or related settlement arising under or in relation to this Agreement shall be preserved until a final disposition has been made of such litigation. However, CONTRACTOR shall not have any liability for disposing of paper Records in accordance with this Agreement prior to the time that CONTRACTOR obtained actual knowledge of the existence of the litigation.

18. NOTICES

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Any notice, statement, or demand required or permitted to be given hereunder by either party to the other shall be in writing and shall be given personally or by courier, by overnight delivery service, by certified mail, return receipt requested, postage prepaid, or by confirmed (either machine or personal) facsimile transmission, addressed to the recipient as follows:

Notices to CITY shall be addressed as follows:

Chief of Police Rustin Banks
City of Rocklin
4080 Rocklin Road
Rocklin, CA 95677

City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Notices to CONTRACTOR shall be addressed as follows:

Chris Richey, President
PetData, Inc.

P.O. Box 141929 (if mailed)
Irving, Texas 75014-1929

8585 N Stemmons Fwy, Suite 1100N (if delivered)
Dallas, Texas 75247

214-821-3106 (facsimile)

Any such notice shall be effective (a) if delivered personally or by courier, when received, (b) if sent by overnight courier, when received, (c) if mailed, on the second business day after being mailed as described above, and (d) if sent by confirmed (either personal or machine) written telecommunication, when dispatched. Any party may change any of its contact information for notices upon not less than ten (10) days' prior notice to the other party in accordance with this Section. The provisions of this Section shall not govern the means of submission of invoices by CONTRACTOR to CITY under this Agreement.

20. CONTRACTOR'S SYSTEM

CITY acknowledges that CONTRACTOR has developed and coordinated proprietary means and methods of performing the Services and related know-how, skills, and property (collectively, the "System"). The System includes, among other items, an interactive website, databases, software, and related items. The System is special and unique to CONTRACTOR and has been developed by CONTRACTOR at great cost and expense to CONTRACTOR. CITY acknowledges that CITY is not acquiring any rights in or to the System, and that the System is and will remain the sole and exclusive property of CONTRACTOR. CITY further acknowledges and agrees that any information that CITY obtains related to the use, formulation or operation of the System that is not generally known is CONFIDENTIAL, may only be used by CITY for the limited purposes described in this Agreement, and may not be disclosed to any third parties except as may be required under applicable law or with CONTRACTOR's prior, express written consent in CONTRACTOR's sole discretion. Upon the termination of this Agreement, any information and materials, in whatever media or format, related to the System that CITY has in its possession will be returned to CONTRACTOR or destroyed at CONTRACTOR's option. CITY agrees that it will not attempt to discover, duplicate, or replicate the System in any manner.

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21. MISCELLANEOUS

A. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state in which CITY is located, venue is Placer County, California.

B. Relationship of Parties.

The relationship of CITY and CONTRACTOR is that of independent contractors. Nothing in this Agreement is intended to create a partnership or joint venture between the parties, to establish a fiduciary relationship between the parties, or to render either party liable or responsible for any debts, liabilities or other obligations of the other party. CONTRACTOR enters into this Agreement as an independent contractor and not as an employee or agent of the CITY. CONTRACTOR shall have no power or authority by this Agreement to act on behalf of CITY in any capacity whatsoever as an agent, or to bind the CITY in any respect or to any obligations whatsoever. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the CONTRACTOR are employees, agents, contractors or subcontractors of the CONTRACTOR and not of the CITY. The CITY shall not be obligated in any way to pay any wage claims or other claims made against CONTRACTOR by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement

C. Entire Agreement.

This Agreement, including any exhibits hereto, embodies the complete agreement of the parties hereto, and supersedes all oral or written previous or contemporary agreements or understandings between the parties relating to any of the matters herein. This Agreement may not be amended or otherwise modified except in a writing executed by both parties. The expiration or other termination of this Agreement shall not extinguish any right or remedy existing at the time of termination.

D. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Assignment; Binding Effect.

Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the transfer of CONTRACTOR's interest in this Agreement to an affiliate of CONTRACTOR or in connection with a merger, consolidation, sale of substantially all of CONTRACTOR's assets, or business combination involving CONTRACTOR shall not be deemed to be an assignment in violation of this Section, provided that such transferee shall be subject to all of the terms and conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and, where permitted, assigns.

F. General.

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All references in this Agreement to sections and other subdivisions refer to corresponding sections and other subdivisions of this Agreement unless the context indicates otherwise. Titles appearing at the beginning of any such sections or subdivisions are for convenience only and shall not constitute part of such sections or subdivisions and shall be disregarded in construing the language contained in such sections or subdivisions. These words "this Agreement", "this instrument", "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Words in any gender (including the neutral gender) shall include any other gender, unless the context otherwise requires. Examples shall not be construed to limit, expressly or by implication, the matter they illustrate. The word "includes" and its derivatives shall mean "includes, but is not limited to" and corresponding derivative expressions. The term "or" includes "and/or." All exhibits attached to this Agreement are incorporated herein by reference. No consideration shall be given to the fact or presumption that one party had a greater or lesser hand in drafting this Agreement. All references herein to "$", "dollars", or other sums of money shall refer to U.S. Dollars. References in this Agreement to "business days" shall refer to days other than Saturdays, Sundays, or other days on which CITY offices are closed. Any references in this Agreement to "days" other than business days shall refer to calendar days. Time is of the essence of this Agreement. No delay or forbearance in asserting any right or enforcing any obligation under this Agreement shall constitute a waiver of such right or obligation.

G. Authorization.

Each of the parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing party and that this Agreement is fully binding on such party.

H. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary for each party to sign each counterpart, and separate signature pages may be attached to any counterpart in order to make a complete counterpart. For purposes of the execution of this Agreement or any amendment hereto or modification hereof, a signature transmitted by facsimile, computer file or other electronic means shall be fully binding as an original signature.

[Signature page follows]

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EXECUTED by CITY and by CONTRACTOR on the respective dates set forth below to be effective as of the Execution Date.

CITY OF ROCKLIN

By: DocuSigned by: 1ECD74B8BBF14FE...

Printed Name: Rustin Banks

Title: Police Chief

Date of Execution: 11/1/2023 | 10:49 AM PDT

Legal Counsel:

By: DocuSigned by: Daniel Cucchi 5553D9734517413...

Printed Name: Daniel Cucchi

Title: Interim City Attorney

Date of Execution: 10/30/2023 | 2:02 PM PDT

CONTRACTOR:

PETDATA, INC.

By: DocuSigned by: Christopher A Richey 12FB494C6A40480...

Printed Name: Christopher A Richey

Title: President

Date of Execution: 10/30/2023 | 9:43 AM PDT

DocuSign Envelope ID: EDFE27DA-6D1E-4EDE-95B4-CCE02427B763

EXHIBIT A
Description of Services

This exhibit is attached to and a part of the above and foregoing Agreement for Animal Licensing Services (Agreement). Terms used in this exhibit that are not defined in this exhibit but which are defined elsewhere in the Agreement shall have the respective meanings given to them in the other provisions of the Agreement. In the event of any conflict between any of the provisions of this exhibit and the other provisions of the Agreement, the other provisions of the Agreement shall control.

CONTRACTOR RESPONSIBILITIES

1. Process License Applications
   - A. Receive and process animal license applications through the mail.
   - B. Provide online licensing and process applications initiated through CONTRACTOR's website.
   - C. Enter new and renewal license applications into CONTRACTOR's proprietary database.
   - D. Deposit, or transmit for deposit, all receipts collected for license fees, with the exception of those payments made via credit card, into a Bank Account.
   - E. Mail license tags within 10 business days after receipt of payment and complete documentation as required by local ordinance and/or CITY policy.
   - F. Update license information in CONTRACTOR'S database and issue replacement tags as needed.
   - G. If CONTRACTOR collects any payments due CITY from Licensees via credit card transactions that are paid to CONTRACTOR, those payments will be deposited, or transmitted for deposit, into a Bank Account within 15 business days after the end of the calendar month in which collected.
2. Mail License Notices
   - A. Mail renewal and reminder notices for expiring animal licenses. Renewal notices will be mailed in the month prior to the license expiration date, or as otherwise agreed upon between CONTRACTOR and CITY.
   - B. Mail billing notices to pet owners who have vaccinated a pet against rabies but have not licensed, if CITY collects rabies vaccination reports from veterinarians.
3. Customer Service for Licensing Program
   - A. Provide customer service to pet owners via phone, email and mail, and respond to requests in a timely fashion.
   - B. Provide customer service to CITY staff, and respond to CITY requests in a timely fashion.
   - C. Provide online access to licensing data to appropriate personnel via CONTRACTOR's proprietary website, at no additional charge.
4. Manage Reports from Authorized Registrars and Veterinary Clinics
   - A. Process and enter license sales records from any registrars and veterinary clinics authorized to sell animal licenses.
     1) Track tag inventories at all authorized registrars, and reconcile reports.
     2) Invoice authorized registrars for licenses sold as needed

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B. Process and enter rabies vaccination records from local veterinary clinics if rabies reporting is required by CITY.

C. Follow up with delinquent clinics and registrars and report delinquent clinics and registrars to CITY as needed.

5. Provide veterinarians and other authorized registrars with reasonable quantities of supplies (reporting forms, applications or vaccination certificates, citizen mailing envelopes, etc.) necessary to sell license tags and/or report rabies vaccinations to CONTRACTOR. Supplies are to be printed in one color with the design and layout to be determined by CONTRACTOR.

6. Reporting to CITY

   A. Send reports to CITY within 15 business days after the end of each month including the number of licenses sold at each location.

   B. Provide statistical reports to CITY as requested within a timely manner. Depending on the information requested, CONTRACTOR can provide most reports within five business days.

   C. Process donations on behalf of CITY when a donation is made with the purchase of a license, if CITY requests donations be collected.

   D. Provide an online tag search to the public if CITY wishes to have CONTRACTOR's online tag search enabled.

CITY RESPONSIBILITIES

1. Purchase license tags to CONTRACTOR's specifications and ship them to CONTRACTOR. CONTRACTOR recommends that tags be shipped directly from tag vendor to CONTRACTOR to reduce shipping costs.
2. Report CITY license sales electronically or by mail at least monthly by the 10th calendar day of the month for the prior month's sales.
3. Give CONTRACTOR at least 60 days' notice of license fee or ordinance changes.
4. Respond to CONTRACTOR inquiries in a timely fashion.
5. Provide feedback to CONTRACTOR regarding program and customer matters.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Axon Enterprise, Inc. Agreement for Body Worn Camera and In-Car Camera Services

Date: September 23, 2025

Submitted By: Neil Costa, Police Lieutenant
Chad Morris, Police Captain
Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the Master Services and Purchasing Agreement with Axon Enterprise, Inc.

Background:
The Rocklin Police Department (RPD) has been using body-worn (BWC) and in-car cameras (ICC) for more than thirteen years. This technology has shown to be essential, specifically in the areas of transparency, evidence collection and complaint reduction. RPD desires to continue to utilize these exceptionally valuable tools and expand services with a new five-year Master Services and Purchasing Agreement with Axon Enterprise, Inc (Axon). The total contract award is $1,140,945.42 over five years with annual payments.

Maintaining this program safeguards the City's financial and legal interests. The availability of video evidence not only strengthens court cases and expedites resolutions, but also significantly reduces liability exposure and the costly litigation that can arise from incidents without clear documentation. While the expense of purchasing, maintaining, and managing this technology are significant, the benefits, enhanced officer safety, stronger prosecutions, reduction in civil claims, and improved community relations, outweigh the cost. The continued investment in BWC and ICC technology is not just a tool for law enforcement, but a sound financial and ethical decision that supports the City of Rocklin's strategic plan goal related to safety, while focusing on effective, transparent, and community-focused policing.

The Axon platform seamlessly integrates their products and services across agencies. The continuity simplifies the learning curve for users and increases efficiencies by reducing duplicity, reducing thousands of hours spent classifying, tagging, redacting and/or transcribing video. Close integration with Axon Evidence (Digital Evidence Management System a.k.a. Evidence.com) allows fast, efficient, digital and secure sharing of records and cases from RPD to the County of Placer District Attorney's Office.

The City has benefited from the use of BWC and ICC and their continued use is essential for effective and efficient police operations. The implementation of Axon's proprietary Digital Evidence Management System at RPD provides a direct link to the District Attorney's Office, who have previously instituted Axon's Digital Evidence Management System. Therefore, staff recommends suspending competitive bidding pursuant to Rocklin Municipal Code Title 3, Section 3.04.090 as a Sole Source (Exhibit C).

The initial term of this agreement is five years, estimated February 1, 2026 through January 31, 2031. The agreement also includes an autorenewal clause for a second five-year term with an option for the City to cancel with 30 days prior to the end of the initial subscription term.

This agreement is structured to provide a suite of selected services based on current staffing and vehicles. All RPD vehicles and officers are outfitted with in-car and body-worn video technology. Future growth is expected and Axon provides flexibility and ease in expanding equipment and services individually, as needed.

Fiscal Impact:
The total cost for the first year is $136,914 and subsequent years is $251,008 annually. Funding for the first two years will be absorbed within the Police Department's Fiscal Years 2025-2027 Operating Budget within the General Fund (Fund 100). Any additional funding needed in future fiscal years will be proposed and appropriated provided sufficient funds are available in the adopted budgets for the applicable fiscal years.

ATTACHMENTS:
1. Resolution
2. Exhibit A Axon Master Services and Purchasing Agreement signed
3. Exhibit B Axon Enterprise, Inc Quote Q-712409-45897KP
4. Exhibit C Axon Sole Source Letter

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC.

WHEREAS, the City of Rocklin Police Department (RPD) has been using body-worn and in-car cameras in its Operations Division for more than thirteen years and desires to maintain the safety and wellbeing of Police Department personnel as well as the public safety of the community with the continued use of body-worn and in-car cameras; and

WHEREAS, law enforcement agencies use of body-worn and in-car cameras has shown to be a practice that can improve the capacity to gather evidence, improve the safety of law enforcement officers as well as citizens; and

WHEREAS, the existing equipment does not meet the needs of the department and Axon Enterprise, Inc. was selected as the preferred vendor for the replacement project due to its advanced technological capabilities, compatibility with similar systems used in other county public safety entities, and full compliance with the District Attorney's Office; and

WHEREAS, the Police Department worked diligently to source the equipment and services with favorable terms which includes a substantial savings from retail pricing and/or the use of a cooperative agreement; and

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

Section 1. The City Council hereby approves and authorizes the City Manager to execute the Master Services and Purchasing Agreement with Axon Enterprise, Inc. in the amount of $1,140,945.42 to be paid over five years in the form attached hereto as Exhibit A.

Section 2. The City Manager is authorized to encumber the funds, issue a purchase order(s) and sign any documents necessary to affect the purchase(s) each year.

Section 3. The City Manager is authorized to execute all necessary amendments during the term of the Master Services and Purchasing Agreement approved herein for the limited purpose of increasing or decreasing the City's number of units for body-worn cameras, in-car cameras, and services under the Master Services and Purchasing Agreement with Axon Enterprise, Inc. and associated price adjustments based on the Police Department's use of actual body-worn and/or in-car cameras and/or services, to the extent that the City Council has appropriated funds in the budget.

PASSED AND ADOPTED this 23rd day of September, 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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This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**") unless the Customer notifies Axon at least thirty (30) days before the end of the Subscription Term of its election not to renew the contract. For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB Destination via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the Customer. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

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7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.**

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory. This limitation of liability is not intended to limit any applicable insurance policy cover that Axon carries pursuant to Section 13 of this Agreement.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

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than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

17.1 For Breach. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 By Customer. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

17.3 Effect of Termination. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement. This Agreement and the pricing schedule are already subject to disclosure under the CA Public Records Act, and this Agreement will be made part of City's Sept 23rd City Council agenda packet which is public for City Council consideration.

19. **General.**

19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, customer, fiduciary, or employment relationship between the Parties.

19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End

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User becomes a Restricted Person or violates export laws.

19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

--Signature page to follow--

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Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424...

Name: Robert E. Driscoll, Jr.

Title: Deputy General Counsel

Date: 9/11/2025 | 10:54 AM MST

Signature: Signed by: Isaiah Fields D415764CFA3141D...

Name: Isaiah Fields

Title: Chief Legal Officer

Date: 9/11/2025 | 10:56 AM MST

APPROVED AS TO FORM:

Signature: _____

Name: Matthew McOmber

Title: City Attorney

Date: _____

Signature:

Name: Aly Zimmermann

Title: City Manager

Date:

ATTEST

Signature:

Name: Avinta Singh

Title: City Clerk

Date:

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

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computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**

   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

   2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

   2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

   2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

      2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

      2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

      2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities.**

   3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

   3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

4. **Customer Responsibilities.**

   4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

   4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

   4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

   5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

   5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

   5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

   8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

   8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full-Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

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delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
   - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
   - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
   - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
   - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
   - 4.5. Promptly install and implement any software updates provided by Axon;
   - 4.6. Ensure that all appropriate data backups are performed;
   - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
   - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
   - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
   - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.

   3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within

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Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

5.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Enterprise, Inc.
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Q-712409-45897KP

Issued: 08/28/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 113396

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Rocklin Police Department - CA 4080 Rocklin Rd Rocklin, CA 95677-2722 USA	Rocklin Police Department - CA 4080 Rocklin Rd Rocklin CA 95677-2722 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Rustin Banks Phone: 916-214-4111 Email: rustin.banks@rocklin.ca.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,139,160.20
ESTIMATED TOTAL W/ TAX	$1,140,945.42

Discount Summary

Average Savings Per Year	$209,825.25
TOTAL SAVINGS	$1,049,126.27

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	$136,699.24	$214.23	$136,913.47
Jan 2027	$250,615.24	$392.74	$251,007.98
Jan 2028	$250,615.24	$392.74	$251,007.98
Jan 2029	$250,615.24	$392.74	$251,007.98
Jan 2030	$250,615.24	$392.77	$251,008.01
Total	**$1,139,160.20**	**$1,785.22**	**$1,140,945.42**

Quote Unbundled Price:	**$2,188,286.60**
Quote List Price:	**$1,786,558.40**
Quote Subtotal:	**$1,139,160.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	38	60	$317.09	$258.90	$157.29	$358,621.20	$1,753.39	$360,374.59
BWCUwTAP	BWC Unlimited with TAP	75	60	$129.01	$99.66	$67.26	$302,670.00	$0.00	$302,670.00
S00017	AXON FUSUS PRO BUNDLE	75	60	$67.27	$36.83	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
101408	AXON FUSUS - CORE - CAD	1			$600.00	$0.00	$0.00	$0.00	$0.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2			$5,000.00	$0.00	$0.00	$0.00	$0.00
101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2			$4,000.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	75			$899.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	10			$1,638.90	$43.90	$439.00	$31.83	$470.83
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	60		$5.42	$5.42	$24,390.00	$0.00	$24,390.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	60		$10.85	$10.85	$48,825.00	$0.00	$48,825.00
73618	AXON COMMUNITY REQUEST	75	60		$10.85	$10.85	$48,825.00	$0.00	$48,825.00
73739	AXON PERFORMANCE - LICENSE	75	60		$10.85	$10.85	$48,825.00	$0.00	$48,825.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	60		$10.85	$10.85	$48,825.00	$0.00	$48,825.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	60		$22.57	$22.57	$101,565.00	$0.00	$101,565.00
ProLicense	Pro License Bundle	22	60		$48.82	$48.75	$64,350.00	$0.00	$64,350.00
A la Carte Services									
101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5			$425.00	$0.00	$0.00	$0.00	$0.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
85055	AXON BODY - PSO - FULL SERVICE	1			$40,000.00	$40,000.00	$40,000.00	$0.00	$40,000.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	60		$10.85	$10.85	$48,825.00	$0.00	$48,825.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	60		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	49		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$1,139,160.20**	**$1,785.22**	**$1,140,945.42**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	01/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	75	1	01/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	83	1	01/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	83	1	01/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	83	1	01/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	10	1	01/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	10	1	01/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	10	1	01/01/2026
Fleet 3 Advanced	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	38	1	01/01/2026
Fleet 3 Advanced	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	38	1	01/01/2026
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	38	1	01/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	38	1	01/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	01/01/2026
A la Carte	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	1	01/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	1	01/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	01/01/2026
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	77	1	07/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	10	1	07/01/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	77	1	01/01/2031
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	10	1	01/01/2031
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	01/01/2031
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	38	1	01/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON FUSUS PRO BUNDLE	101705	AXON FUSUS - LICENSE - PRO USER	75	02/01/2026	01/31/2031
AXON FUSUS PRO BUNDLE	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	02/01/2026	01/31/2031
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	75	02/01/2026	01/31/2031
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	75	02/01/2026	01/31/2031
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	38	02/01/2026	01/31/2031
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	38	02/01/2026	01/31/2031
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	38	02/01/2026	01/31/2031
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	76	02/01/2026	01/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	66	02/01/2026	01/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	22	02/01/2026	01/31/2031
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	02/01/2026	01/31/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	02/01/2026	01/31/2031
A la Carte	73618	AXON COMMUNITY REQUEST	75	02/01/2026	01/31/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	02/01/2026	01/31/2031
A la Carte	73739	AXON PERFORMANCE - LICENSE	75	02/01/2026	01/31/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	02/01/2026	01/31/2031

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	38
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	38
A la Carte	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75

Services

Bundle	Item	Description	QTY
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	02/01/2026	01/31/2031
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	2	01/01/2027	01/31/2031
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	75	01/01/2027	01/31/2031
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	10	01/01/2027	01/31/2031
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	38	01/01/2027	01/31/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	38	01/01/2027	01/31/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	01/01/2027	01/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	01/01/2027	01/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	01/01/2027	01/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	01/01/2027	01/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	4080 Rocklin Rd	Rocklin	CA	95677-2722	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 1	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	$5,859.00	$0.00	$5,859.00
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	$2,926.80	$0.00	$2,926.80
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	$5,859.00	$0.00	$5,859.00
Year 1	73618	AXON COMMUNITY REQUEST	75	$5,859.00	$0.00	$5,859.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	$5,859.00	$0.00	$5,859.00
Year 1	73739	AXON PERFORMANCE - LICENSE	75	$5,859.00	$0.00	$5,859.00
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$360.00	$0.00	$360.00
Year 1	85055	AXON BODY - PSO - FULL SERVICE	1	$4,800.00	$0.00	$4,800.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	$12,187.80	$0.00	$12,187.80
Year 1	BWCUwTAP	BWC Unlimited with TAP	75	$36,320.40	$0.00	$36,320.40
Year 1	Fleet3A	Fleet 3 Advanced	38	$43,034.56	$210.41	$43,244.97
Year 1	H00001	AB4 Camera Bundle	75	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	10	$52.68	$3.82	$56.50
Year 1	ProLicense	Pro License Bundle	22	$7,722.00	$0.00	$7,722.00
Year 1	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$136,699.24**	**$214.23**	**$136,913.47**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 2	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	$10,741.50	$0.00	$10,741.50
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	$5,365.80	$0.00	$5,365.80
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 2	73618	AXON COMMUNITY REQUEST	75	$10,741.50	$0.00	$10,741.50
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 2	73739	AXON PERFORMANCE - LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$660.00	$0.00	$660.00
Year 2	85055	AXON BODY - PSO - FULL SERVICE	1	$8,800.00	$0.00	$8,800.00
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	$22,344.30	$0.00	$22,344.30
Year 2	BWCUwTAP	BWC Unlimited with TAP	75	$66,587.37	$0.00	$66,587.37
Year 2	Fleet3A	Fleet 3 Advanced	38	$78,896.69	$385.74	$79,282.43
Year 2	H00001	AB4 Camera Bundle	75	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	10	$96.58	$7.00	$103.58
Year 2	ProLicense	Pro License Bundle	22	$14,157.00	$0.00	$14,157.00
Year 2	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$250,615.24**	**$392.74**	**$251,007.98**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 3	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	$10,741.50	$0.00	$10,741.50
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	$5,365.80	$0.00	$5,365.80
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 3	73618	AXON COMMUNITY REQUEST	75	$10,741.50	$0.00	$10,741.50
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 3	73739	AXON PERFORMANCE - LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$660.00	$0.00	$660.00
Year 3	85055	AXON BODY - PSO - FULL SERVICE	1	$8,800.00	$0.00	$8,800.00
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	$22,344.30	$0.00	$22,344.30
Year 3	BWCUwTAP	BWC Unlimited with TAP	75	$66,587.37	$0.00	$66,587.37
Year 3	Fleet3A	Fleet 3 Advanced	38	$78,896.69	$385.74	$79,282.43
Year 3	H00001	AB4 Camera Bundle	75	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	10	$96.58	$7.00	$103.58
Year 3	ProLicense	Pro License Bundle	22	$14,157.00	$0.00	$14,157.00
Year 3	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$250,615.24**	**$392.74**	**$251,007.98**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 4	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	$0.00	$0.00	$0.00

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	$10,741.50	$0.00	$10,741.50
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	$5,365.80	$0.00	$5,365.80
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 4	73618	AXON COMMUNITY REQUEST	75	$10,741.50	$0.00	$10,741.50
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 4	73739	AXON PERFORMANCE - LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$660.00	$0.00	$660.00
Year 4	85055	AXON BODY - PSO - FULL SERVICE	1	$8,800.00	$0.00	$8,800.00
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	$22,344.30	$0.00	$22,344.30
Year 4	BWCUwTAP	BWC Unlimited with TAP	75	$66,587.37	$0.00	$66,587.37
Year 4	Fleet3A	Fleet 3 Advanced	38	$78,896.69	$385.74	$79,282.43
Year 4	H00001	AB4 Camera Bundle	75	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	10	$96.58	$7.00	$103.58
Year 4	ProLicense	Pro License Bundle	22	$14,157.00	$0.00	$14,157.00
Year 4	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$250,615.24**	**$392.74**	**$251,007.98**

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 5	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	$10,741.50	$0.00	$10,741.50
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	$5,365.80	$0.00	$5,365.80
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 5	73618	AXON COMMUNITY REQUEST	75	$10,741.50	$0.00	$10,741.50
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 5	73739	AXON PERFORMANCE - LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$660.00	$0.00	$660.00
Year 5	85055	AXON BODY - PSO - FULL SERVICE	1	$8,800.00	$0.00	$8,800.00
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	$22,344.30	$0.00	$22,344.30
Year 5	BWCUwTAP	BWC Unlimited with TAP	75	$66,587.37	$0.00	$66,587.37
Year 5	Fleet3A	Fleet 3 Advanced	38	$78,896.69	$385.76	$79,282.45
Year 5	H00001	AB4 Camera Bundle	75	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	10	$96.58	$7.01	$103.59
Year 5	ProLicense	Pro License Bundle	22	$14,157.00	$0.00	$14,157.00
Year 5	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$250,615.24**	**$392.77**	**$251,008.01**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

8/28/2025



Docusign Envelope ID: 486D242A-DCD7-4B04-8F47-85CCD67A8ADC

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Rocklin Police Department - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

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Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

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AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

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On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

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Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

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The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-712409-45897KP

Issued: 08/28/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 113396

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Rocklin Police Department - CA 4080 Rocklin Rd Rocklin, CA 95677-2722 USA	Rocklin Police Department - CA 4080 Rocklin Rd Rocklin CA 95677-2722 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Rustin Banks Phone: 916-214-4111 Email: rustin.banks@rocklin.ca.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,139,160.20
ESTIMATED TOTAL W/ TAX	$1,140,945.42

Discount Summary

Average Savings Per Year	$209,825.25
TOTAL SAVINGS	$1,049,126.27

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	$136,699.24	$214.23	$136,913.47
Jan 2027	$250,615.24	$392.74	$251,007.98
Jan 2028	$250,615.24	$392.74	$251,007.98
Jan 2029	$250,615.24	$392.74	$251,007.98
Jan 2030	$250,615.24	$392.77	$251,008.01
Total	**$1,139,160.20**	**$1,785.22**	**$1,140,945.42**

Quote Unbundled Price:	**$2,188,286.60**
Quote List Price:	**$1,786,558.40**
Quote Subtotal:	**$1,139,160.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	38	60	$317.09	$258.90	$157.29	$358,621.20	$1,753.39	$360,374.59
BWCUwTAP	BWC Unlimited with TAP	75	60	$129.01	$99.66	$67.26	$302,670.00	$0.00	$302,670.00
S00017	AXON FUSUS PRO BUNDLE	75	60	$67.27	$36.83	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
101408	AXON FUSUS - CORE - CAD	1			$600.00	$0.00	$0.00	$0.00	$0.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2			$5,000.00	$0.00	$0.00	$0.00	$0.00
101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2			$4,000.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	75			$899.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	10			$1,638.90	$43.90	$439.00	$31.83	$470.83
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	60		$5.42	$5.42	$24,390.00	$0.00	$24,390.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	60		$10.85	$10.85	$48,825.00	$0.00	$48,825.00
73618	AXON COMMUNITY REQUEST	75	60		$10.85	$10.85	$48,825.00	$0.00	$48,825.00
73739	AXON PERFORMANCE - LICENSE	75	60		$10.85	$10.85	$48,825.00	$0.00	$48,825.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	60		$10.85	$10.85	$48,825.00	$0.00	$48,825.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	60		$22.57	$22.57	$101,565.00	$0.00	$101,565.00
ProLicense	Pro License Bundle	22	60		$48.82	$48.75	$64,350.00	$0.00	$64,350.00
A la Carte Services									
101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5			$425.00	$0.00	$0.00	$0.00	$0.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
85055	AXON BODY - PSO - FULL SERVICE	1			$40,000.00	$40,000.00	$40,000.00	$0.00	$40,000.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	60		$10.85	$10.85	$48,825.00	$0.00	$48,825.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	60		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	49		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$1,139,160.20**	**$1,785.22**	**$1,140,945.42**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	01/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	75	1	01/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	83	1	01/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	83	1	01/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	83	1	01/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	10	1	01/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	10	1	01/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	10	1	01/01/2026
Fleet 3 Advanced	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	38	1	01/01/2026
Fleet 3 Advanced	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	38	1	01/01/2026
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	38	1	01/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	38	1	01/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	01/01/2026
A la Carte	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	1	01/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	1	01/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	01/01/2026
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	77	1	07/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	10	1	07/01/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	77	1	01/01/2031
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	10	1	01/01/2031
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	01/01/2031
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	38	1	01/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON FUSUS PRO BUNDLE	101705	AXON FUSUS - LICENSE - PRO USER	75	02/01/2026	01/31/2031
AXON FUSUS PRO BUNDLE	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	02/01/2026	01/31/2031
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	75	02/01/2026	01/31/2031
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	75	02/01/2026	01/31/2031
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	38	02/01/2026	01/31/2031
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	38	02/01/2026	01/31/2031
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	38	02/01/2026	01/31/2031
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	76	02/01/2026	01/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	66	02/01/2026	01/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	22	02/01/2026	01/31/2031
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	02/01/2026	01/31/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	02/01/2026	01/31/2031
A la Carte	73618	AXON COMMUNITY REQUEST	75	02/01/2026	01/31/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	02/01/2026	01/31/2031
A la Carte	73739	AXON PERFORMANCE - LICENSE	75	02/01/2026	01/31/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	02/01/2026	01/31/2031

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	38
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	38
A la Carte	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75

Services

Bundle	Item	Description	QTY
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	02/01/2026	01/31/2031
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	2	01/01/2027	01/31/2031
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	75	01/01/2027	01/31/2031
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	10	01/01/2027	01/31/2031
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	38	01/01/2027	01/31/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	38	01/01/2027	01/31/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	01/01/2027	01/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	01/01/2027	01/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	01/01/2027	01/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	01/01/2027	01/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	4080 Rocklin Rd	Rocklin	CA	95677-2722	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 1	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	$5,859.00	$0.00	$5,859.00
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	$2,926.80	$0.00	$2,926.80
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	$5,859.00	$0.00	$5,859.00
Year 1	73618	AXON COMMUNITY REQUEST	75	$5,859.00	$0.00	$5,859.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	$5,859.00	$0.00	$5,859.00
Year 1	73739	AXON PERFORMANCE - LICENSE	75	$5,859.00	$0.00	$5,859.00
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$360.00	$0.00	$360.00
Year 1	85055	AXON BODY - PSO - FULL SERVICE	1	$4,800.00	$0.00	$4,800.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	$12,187.80	$0.00	$12,187.80
Year 1	BWCUwTAP	BWC Unlimited with TAP	75	$36,320.40	$0.00	$36,320.40
Year 1	Fleet3A	Fleet 3 Advanced	38	$43,034.56	$210.41	$43,244.97
Year 1	H00001	AB4 Camera Bundle	75	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	10	$52.68	$3.82	$56.50
Year 1	ProLicense	Pro License Bundle	22	$7,722.00	$0.00	$7,722.00
Year 1	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$136,699.24**	**$214.23**	**$136,913.47**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 2	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	$10,741.50	$0.00	$10,741.50
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	$5,365.80	$0.00	$5,365.80
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 2	73618	AXON COMMUNITY REQUEST	75	$10,741.50	$0.00	$10,741.50
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 2	73739	AXON PERFORMANCE - LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$660.00	$0.00	$660.00
Year 2	85055	AXON BODY - PSO - FULL SERVICE	1	$8,800.00	$0.00	$8,800.00
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	$22,344.30	$0.00	$22,344.30
Year 2	BWCUwTAP	BWC Unlimited with TAP	75	$66,587.37	$0.00	$66,587.37
Year 2	Fleet3A	Fleet 3 Advanced	38	$78,896.69	$385.74	$79,282.43
Year 2	H00001	AB4 Camera Bundle	75	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	10	$96.58	$7.00	$103.58
Year 2	ProLicense	Pro License Bundle	22	$14,157.00	$0.00	$14,157.00
Year 2	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$250,615.24**	**$392.74**	**$251,007.98**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 3	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	$10,741.50	$0.00	$10,741.50
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	$5,365.80	$0.00	$5,365.80
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 3	73618	AXON COMMUNITY REQUEST	75	$10,741.50	$0.00	$10,741.50
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 3	73739	AXON PERFORMANCE - LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$660.00	$0.00	$660.00
Year 3	85055	AXON BODY - PSO - FULL SERVICE	1	$8,800.00	$0.00	$8,800.00
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	$22,344.30	$0.00	$22,344.30
Year 3	BWCUwTAP	BWC Unlimited with TAP	75	$66,587.37	$0.00	$66,587.37
Year 3	Fleet3A	Fleet 3 Advanced	38	$78,896.69	$385.74	$79,282.43
Year 3	H00001	AB4 Camera Bundle	75	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	10	$96.58	$7.00	$103.58
Year 3	ProLicense	Pro License Bundle	22	$14,157.00	$0.00	$14,157.00
Year 3	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$250,615.24**	**$392.74**	**$251,007.98**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 4	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	$0.00	$0.00	$0.00

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	$10,741.50	$0.00	$10,741.50
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	$5,365.80	$0.00	$5,365.80
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 4	73618	AXON COMMUNITY REQUEST	75	$10,741.50	$0.00	$10,741.50
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 4	73739	AXON PERFORMANCE - LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$660.00	$0.00	$660.00
Year 4	85055	AXON BODY - PSO - FULL SERVICE	1	$8,800.00	$0.00	$8,800.00
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	$22,344.30	$0.00	$22,344.30
Year 4	BWCUwTAP	BWC Unlimited with TAP	75	$66,587.37	$0.00	$66,587.37
Year 4	Fleet3A	Fleet 3 Advanced	38	$78,896.69	$385.74	$79,282.43
Year 4	H00001	AB4 Camera Bundle	75	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	10	$96.58	$7.00	$103.58
Year 4	ProLicense	Pro License Bundle	22	$14,157.00	$0.00	$14,157.00
Year 4	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$250,615.24**	**$392.74**	**$251,007.98**

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 5	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	75	$10,741.50	$0.00	$10,741.50
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	75	$5,365.80	$0.00	$5,365.80
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 5	73618	AXON COMMUNITY REQUEST	75	$10,741.50	$0.00	$10,741.50
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 5	73739	AXON PERFORMANCE - LICENSE	75	$10,741.50	$0.00	$10,741.50
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$660.00	$0.00	$660.00
Year 5	85055	AXON BODY - PSO - FULL SERVICE	1	$8,800.00	$0.00	$8,800.00
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	75	$22,344.30	$0.00	$22,344.30
Year 5	BWCUwTAP	BWC Unlimited with TAP	75	$66,587.37	$0.00	$66,587.37
Year 5	Fleet3A	Fleet 3 Advanced	38	$78,896.69	$385.76	$79,282.45
Year 5	H00001	AB4 Camera Bundle	75	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	10	$96.58	$7.01	$103.59
Year 5	ProLicense	Pro License Bundle	22	$14,157.00	$0.00	$14,157.00
Year 5	S00017	AXON FUSUS PRO BUNDLE	75	$0.00	$0.00	$0.00
Total				**$250,615.24**	**$392.77**	**$251,008.01**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/28/2025



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Rocklin Police Department - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not ‘certify’ a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

July 28, 2025

To: United States state, local, and municipal public safety agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Digital Evidence Management Solutions[1]

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- 13-hour battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allows wearers to request that a supervisor watch their livestream and provide guidance. (Requires Axon Respond)
- Configurable automatic activation capabilities
- Option of 4:3 or 16:9 aspect ratio
- Multiple mounting options available for a variety of needs, uniforms, and use cases
- Real-time support allows supervisor or dispatcher to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Video Recall allows for recovery of footage up to 18 hours prior in the event a camera was not activated
- Fast-charge cable (20 percent in 30 minutes) with magnetic disconnect
- Optional point-of-view (Flex POV) camera module
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability (requires the Axon Respond operations platform)
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

[1] Axon is also the sole developer and offeror of the Axon Evidence (Evidence.com) data management services. Axon Evidence is both a division of Axon and a data management product solution offered by Axon. Axon Evidence is not a separate corporate entity.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-

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state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Vehicle Unit
- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

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Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER energy weapons and other Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Digital Evidence Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating

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copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Deleted files are sent to a deletion que for 7 days, to help prevent unintentional deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Easily redact videos utilizing Redaction Studio within the system. With the optional Redaction Assistant add-on, leverage additional features that includes automated assistants of heads, license plates, and screens

Axon Evidence for Prosecutors
- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Justice
- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Purpose-built user interface based on prosecutors' and public defenders' workflow. Optimizes evidence collection, management and review functionalities, and disclosure capabilities

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- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Ability to collect digital evidence from LEAs not using axon products today via a trusted user or an ingestion portal
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Axon Justice Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Evidence Local Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon App

- Free application (app) for iOS and Android mobile devices
- Allows user access to key features of Axon Evidence, Axon Records, Axon Standards on the go
- Manage evidence missing ID & categories. Create and submit reports
- Initiate Community Requests

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Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Detectives can begin their investigations, and records clerks can update information exchanges on things like missing people or stolen property as a draft report exists
- Close integration with Axon Evidence sharing allows fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust APIs allow data to be easily ingested and pushed out to other systems—preventing data silos
- In-context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data, which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Controlled access based on pre-defined users, groups, and permissions
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs case management and use of force and professional standards reporting
- Can be deployed with and used alongside Axon Records, while ensuring Use-of-Force data remains safely silo'ed and permissioned
- Deep integration with Axon Evidence for efficient, digital, and secure sharing of records and cases
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Data Store allowing custom summary reports and integration into 3rd-party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically

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pulling firing logs (alpha)

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Fusus

- Integration with Axon Fusus for Axon Fleet cameras and body cameras for location and/or live streaming.
- Integration with Axon Signal Sidearm, TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Integration with Axon Air, Skydio, and Dedrone systems.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos. Technology agnostic platform enables integration of a vast array of third-party technologies as required by the agency.
- Complete leveraging of Axon Evidence (Evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in- depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

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Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Draft One

- AI-powered report-writing assistant
- Audio from Axon body-worn camera (BWC) footage is uploaded over long-term evolution (LTE) and transcribed automatically so report drafts are available within five minutes of an incident ending, without having to dock camera (this feature requires

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Axon Respond+)
- Create a single narrative from one or more body-worn camera recordings
- Supports audio from multiple devices, including 3rd party devices (anything that's playable on Axon Evidence)
- Integrates with Axon Records, allowing you to insert narratives into your report
- Multiple safeguards in place to ensure officers proofread and sign off on reports
- Security: all data processed in CJIS GovCloud environment (in US)
- Compatible with any 3rd-party RMS system
- No statistically significant levels of racial bias towards suspect's race
- Ability to include header and footer language to note when Draft One was used on a given report
- Ability to specify which incident types and level of charges can be used with Draft One
- Ability to warn or block users if they don't edit a certain percentage of words before submitting

Axon Customer Support
- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

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Axon Brand Model Numbers

1. Axon Body 4 Cameras:
   - Axon Body 4 Camera Model: 100147
   - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
7. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545

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SCOTTSDALE, ARIZONA 85255

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- Oakley Clip Model: 11554
- Epaulette Mount Model: 11546
- Ballcap Mount Model: 11547
- Ballistic Vest Mount Model: 11555

8. Universal Helmet Mount Model: 11548

9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

10. Axon Body 2 Camera Model: 74001

11. Axon Body 2 Camera Mounts:
    - Axon RapidLock Velcro Mount Model: 74054

12. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Mini MOLLE Mount, Axon RapidLock Model: 11703
    - Belt Clip Mount, Axon RapidLock Model: 11509

13. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

14. Axon Signal Unit Model: 70112

15. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

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- Axon Dock – 1-Bay for Axon Body 3 Model: 71104
- Axon Dock – 8-Bay for Axon Body 3 Model: 74210
- Axon Dock – Individual Bay for Axon Body 4 Model: 100201
- Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

16. Axon Signal Performance Power Magazine (SPPM) Model: 70116

17. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 standard certification bundle (including the Axon VR TASER Skills Package), Axon body camera unlimited Axon Evidence (Evidence.com), Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – Third-party (3P) storage, Axon Standards, and Fusus Plus.
2. **Officer Safety Plan 10 Plus (Officer Safety Plan 10+)**: Includes a TASER 10 energy weapon, the TASER 10 certification pro bundle, Axon body camera, unlimited Axon Evidence (Evidence.com), Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package, Axon Records (must have over 100 sworn personnel), Fusus Pro (Fusus Plus included), Fusus Pro PSO, Dedrone counter UAS sensors, unlimited 3P storage, My90, My90 PSO, , Dedrone Beyond long range solution, and three Drone as First Responder (DFR) Dock systems' hardware, software, and extended warranty.
3. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10 certification pro bundle, Axon body camera, unlimited Axon Evidence (Evidence.com), Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package Axon Records (must have over 100 sworn personnel), Fusus Pro+ (Fusus Plus included), Fusus Pro+ PSO, Dedrone counter UAS sensors, unlimited 3P storage, My90, My90 PSO, Dedrone Beyond long range solution and three Drone as First Responder (DFR) Dock systems' hardware, software, and extended warranty.
4. **Axon AI Era:** Unlimited Axon Auto-Transcribe, Draft One, Real-Time Translation, Policy Chat, Axon Evidence Translation, unlimited Smart Detection, Attribute Search, Smart Capture, Brief One, Form One, and Axon AI Assistant.
5. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including the energy weapon, battery, holster, dock, and core, TASER Axon Evidence license, TASER Research Evaluation and Data Program (TREND), 10 cartridges, live duty

magazine, and Axon Academy and Training on demand (this includes Master Instructor vouchers and Instructor vouchers). This plan includes warranties for the energy weapon and battery.

6. **TASER 10 Certification Standard:** Pays for TASER 10 program in installments over 5 years the energy weapon, battery, holster, dock, and core, TASER Axon Evidence license, TASER Research Evaluation and Data Program (TREND), 15 cartridges, live duty magazine, live duty cartridge replacement program, three training magazines per target, 7 HALT cartridges in the first year, 5 HALT cartridges per year for each of the following 4 years, and 4 HALT magazines per HALT suit. One HALT suit is provided per 50 TASER 10 energy weapons purchased, and one HALT professional target and frame is provided per 75 energy weapons sold. The bundle also includes Master Instructor course vouchers, TASER Instructor course vouchers, Axon Academy and Training on demand (this includes Master Instructor vouchers and Instructor vouchers), and the Axon VR TASER Skills Package. This plan includes warranties for the energy weapon and battery, and a 5-year warranty for the battery. A 10-year warranty dock and core warranty is available with a 10-year plan.
7. **TASER 10 Certification Pro**: Pays for TASER 10 program in installments over 5 years the energy weapon, battery, holster, dock, and core, TASER Axon Evidence license, TASER Research Evaluation and Data Program (TREND), 20 cartridges up front, outyear live cartridges, live duty magazine, live duty cartridge replacement program, three training magazines per target, 10 HALT cartridges up front, 12 outyear HALT cartridges, 4 HALT magazines per HALT suit. One HALT suit is provided per 50 TASER 10 energy weapons purchased, and one HALT professional target and frame is provided per 75 energy weapons sold. The bundle also includes Master Instructor course vouchers, TASER Instructor course vouchers, Axon Academy and Training on demand (this includes Master Instructor vouchers and Instructor vouchers), and the Axon VR Full VR Package. This plan includes warranties for the energy weapon and battery, and a 5-year warranty for the battery. A 10-year dock and core warranty is available with a 10-year plan.
8. **Officer Safety Plan 10+ for Small/Midsize Agency (0–100):** Includes a TASER 10 energy weapon, Axon Body Worn Camera, TASER 10 certification pro bundle (including the Axon VR TASER Skills Package), unlimited Axon Evidence services, Axon Evidence Pro with command staff access (one license per 100 sworn personnel), Axon Signal Sidearm, Axon Body Device Connectivity, Fusus Plus, Axon Standards, 100 gigabytes (GM) of third-party storage, Channel Services (one migration of the agency's choosing), auto-tagging, Axon Redaction Assistant, third-party video and Axon Investigate Pro (with training for one out of 15 sworn personnel), Axon Performance, Axon Community Request (in the certifications bundle).
9. **Officer Safety Plan 10 Premium for small/mid Agency (0–100):** Includes a TASER 10 energy weapon, Axon Body Worn Camera, TASER 10 certification pro bundle, unlimited Axon Evidence services, Axon Evidence Pro with command staff access (one license per 100 sworn personnel), Axon Signal Sidearm, Axon Body Device Connectivity, Fusus Plus, Axon Standards, unlimited third-party storage, Channel Services (one migration of the agency's choosing), auto-tagging, Axon Redaction Assistant, third-party video and Axon Investigate Pro (with training for one out of 15 sworn personnel), Axon

Performance, Axon Community Request (in the certifications bundle), Axon VR Full VR Package, My90, and Fusus Pro+ and professional services organization (PSO).

10. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, the TASER 7 certification bundle, Axon body worn camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, and Fusus Plus.
11. **Officer Safety Plan 7 Plus (Officer Safety Plan 7+)**: Includes a TASER 7 energy weapon, the TASER 7 certification bundle, Axon Body Worn Camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, Fusus Plus, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package, Axon Records (must have over 100 sworn personnel), Fusus Pro+, Fusus Pro+ Streams, Fusus Pro+ PSO, Dedrone counter UAS sensors.
12. **Officer Safety Plan 7 Premium**: Includes a TASER 7 energy weapon, the TASER 7 certification bundle, Axon Body Worn Camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, Fusus Plus, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package, Axon Records (must have over 100 sworn personnel), Fusus Pro+, Fusus Pro+ Streams, Fusus Pro+ PSO, Dedrone counter UAS sensors, unlimited 3P storage, My90, My90 PSO, and Drone as First Responder (DFR) Dock Pro.
13. **Officer Safety Plan 7+ for Small/Midsize Agency:** Includes the TASER 7 energy weapon, Axon Body Worn Camera, TASER 7 certification bundle, unlimited Axon Evidence services, Axon Evidence Pro with command staff access (one license per 100 sworn personnel), Axon Signal Sidearm, Axon Body Device Connectivity, Fusus Plus, Axon Standards, 100 gigabytes (GB) of third-party storage, Channel Services (one integration into Axon Evidence), Auto Tagging (+deployment), Axon Redaction Assistant, third-party video and Axon Investigate Pro (with training for one person per every 15 sworn personnel), Axon Performance, Axon Community Request, and Axon VR Full VR Package .
14. **Officer Safety Plan 7 Premium for Small/Midsize Agency:** Includes the TASER 7 energy weapon, Axon Body Worn Camera, TASER 7 certification bundle, unlimited Axon Evidence services, Axon Evidence Pro with command staff access (one license per 100 sworn personnel), Axon Signal Sidearm, Axon Device Connectivity, Fusus Plus, Axon Standards, unlimited 3P storage, Channel Services (one integration into Axon Evidence), Auto Tagging (+deployment), Axon Redaction Assistant, third-party video and Axon Investigate Pro (with training for one person per every 15 sworn personnel), Axon Performance, Axon Community Request, Axon VR Full VR Package , My90, and Fusus Pro+ and professional services organization (PSO).

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15. **Unlimited:** Axon Body Worn Camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, and Fusus Plus.
16. **Unlimited+:** Axon Body Worn Camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity), 100 gigabytes (GB) – 3P storage, Axon Standards, Fusus Plus, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package, Axon Records (must have over 100 sworn personnel), Fusus Pro+, Fusus Pro+ Streams, Fusus Pro+ PSO, Dedrone counter UAS sensors.
17. **Unlimited Premium:** Axon Body Worn Camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, Fusus Plus, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package, Axon Records (must have over 100 sworn personnel), Fusus Pro+, Fusus Pro+ Streams, Fusus Pro+ PSO, Dedrone counter UAS sensors, unlimited 3P storage, My90, My90 PSO, and Drone as First Responder (DFR) Dock Pro.
18. **Axon VR TASER Skills Package:** This bundle is sold with one license per 50 sworn personnel. The bundle includes a VR headset (with accompanying warranty and Technology Assurance Plan (TAP)), a TASER VR controller (with accompanying warranty and TAP), TASER VR controller holster, and a tactical bag. Software includes TASER Arena and Simulator Training, which includes TASER Range Skills and TASER 10 Validation.[2]
19. **Axon VR Full VR Package**: This bundle is sold with one license per 25 sworn personnel. The bundle includes a VR headset (with accompanying warranty and Technology Assurance Plan (TAP), a TASER VR controller (with accompanying warranty and TAP), TASER VR controller holster, a Handgun Controller (with accompanying warranty and TAP), a Tablet (with accompanying warranty and TAP), a tablet case, and a tactical bag, and a TASER VR controller holster. Software includes Community Engagement Training (CET), Virtual Reality Based Training Live Action, TASER Arena, and Simulator Training. Simulator Training includes TASER Range Skills, Firearm Range Skills, TASER 10 Validation, Virtual Reality Based Training and a tablet application for the trainer. Upcoming modules include AI Verbal Skills Training and Close Quarters Clearance, scheduled for Q3 and Q4 2025 respectively. The bundle includes a VR headset, headset warranty, headset TAP, tablet, tablet case, tablet warranty, TASER controller, TASER controller holster, TASER controller TAP, handgun controller, handgun controller warranty, tactical carry bag, TASER Arena, Simulator (TASER Range Skills and TASER 10 VR Validation), Simulator (handgun Firearm Range Skills), Simulator (vRBT),

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Simulator (Tablet App training), vRBT Live Action, community engagement training CET, and AI Verbal Skills Training (scheduled for Q3 of 2025).

20. **TASER 7 Certification:** TASER 7 energy weapon, battery pack, and holster, with warranties for the energy weapon and battery pack. The bundle also includes a TASER Weapons Dock and core, with a 5-year warranty (a 10-year warranty is optional). Also included are an Axon Evidence license, 10 cartridges upfront, four cartridges outyear (year 3), live duty cartridge replacement program, four upfront HALT cartridges upfront, four outyear cartridge (year 3), a HALT suit, HALT professional target and frame, Master Instructor course vouchers, TASER Instructor course vouchers, and Axon Academy and Training on demand (this includes Master Instructor vouchers and Instructor vouchers).
21. **Fusus Basic (Tier 0)** Axon Fusus Map Interface, Push Notifications and Alerts, Axon Evidence (Transfer Digital Evidence to Evidence.com Case), Team Chat, Telestration (Graphic Markup on Map Screenshot), Dashboards (Operational, Analytics, Alerts), Incident Management Markup on Real-Time Map, and iOS & Android Mobile Apps.
22. **Fusus Plus (Tier 1)** Axon Fusus Map Interface, Push Notifications and Alerts, Axon Evidence (Transfer Digital Evidence to Evidence.com Case), Team Chat, Telestration (Graphic Markup on Map Screenshot), Dashboards (Operational, Analytics, Alerts), Incident Management Markup on Real-Time Map, and iOS & Android Mobile Apps, livestreaming, bidirectional communications, and Watch Me (with the Axon Body 4 or newer cameras)..
23. **Fusus Pro (Tier 2):** Access to the Axon Fusus map, with body worn camera locations appearing on the map. Real-time alerts, priority evidence upload (PEU), remote computer-aided dispatch (CAD)-based camera activation and automatic offload via Wi-Fi in addition to live locations on the Fusus map, and livestreaming on the Fusus map. If the agency has purchased livestreaming for body cameras, Axon Fleet cameras, or drones, those livestreams will be viewable on the Fusus map. Fusus Pro also includes CCTV streams, most Fusus functionality, including Registry and Connect, and CAD integration and CAD core.[3][4]
24. **Fusus Pro+ (Tier 3):** Access to the Axon Fusus map, with body worn camera locations appearing on the map. Real-time alerts, priority evidence upload (PEU), remote computer-aided dispatch (CAD)-based camera activation and automatic offload via Wi-Fi in addition to live locations on the Fusus map, and livestreaming on the Fusus map. If the agency has purchased livestreaming for body cameras, Axon Fleet cameras, or drones, those livestreams will be viewable on the Fusus map. Fusus Pro also includes CCTV streams, most Fusus functionality, including Registry and Connect, and CAD integration and CAD core.[3] Fusus Pro+ offers approximately 50 percent more CCTV and core hardware allowance than Fusus Pro, along with Tips, Notify, and RMS integration.[4]
25. **Fusus Pro, CCTV only, no Axon BWCs:** Fusus Pro for customers who do not have Axon Body Worn Cameras.
26. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in

[3] Axon Evidence third-party storage limits apply to the Fusus Vault.
[4] An optional CCTV-only bundle is available for customers not using Axon cameras.

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installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and Axon VR Full VR Package.

27. **Axon Justice Basic:** Pro license with API access, discovery workflows (with Axon Justice user interface), and Axon Investigate Pro (including 3PV playback).
28. **Axon Justice Premier:** Pro license with API access, discovery workflows (with Axon Justice user interface), and Axon Investigate Pro (including 3PV playback), unlimited 3P storage, Redaction Assistant, and unlimited auto-transcription.
29. **Axon Justice Premier+:** Pro license with API access, discovery workflows (with Axon Justice user interface), and Axon Investigate Pro (including 3PV playback), Redaction Assistant, unlimited auto-transcription, unlimited 3P storage, translation, Policy Chat, and Brief One.
30. **Body worn camera (BWC) Rescue:** Axon Body Worn Camera, BWC TAP refresh, Axon Dock TAP refresh, and warranty for the camera and dock.
31. **Fire/EMS Axon Fleet:** Dual-view Camera, interior and Exterior Cameras, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, installation, GeoTab on-board diagnostics (OBD) dongle and hardware, Axon Fleet 3 Vehicle License, Cradlepoint Netcloud License, has Fleet Unlimited Storage, Axon Respond license, and GeoTab license.
32. **Axon Fleet Basic:** Dual-view Camera, Interior Camera, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, installation, Axon Fleet warranty, storage, Axon Fleet 3 Vehicle License, real-time alerts, Cradlepoint Netcloud License, and Fleet Unlimited Storage.
33. **Axon Fleet Basic + TAP:** Dual-view Camera, Interior Camera, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, TAP upgrade at five years, installation, Axon Fleet 3 Vehicle License, real-time alerts, Cradlepoint Netcloud license, and Fleet Unlimited Storage.
34. **Axon Fleet Advanced:** Dual-view Camera, Interior Camera, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, TAP upgrade at five years, installation, Axon Fleet 3 Vehicle License, Cradlepoint Netcloud license, Fleet Unlimited Storage, ALPR license, and real-time alerts, locations and livestreaming license.
35. **Axon Fleet Advanced with Geotab:** Dual-view Camera, Interior Camera, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, TAP upgrade at five years, installation, Geotab ODB dongle and hardware, Axon Fleet 3 Vehicle License, Cradlepoint Netcloud license, Fleet Unlimited Storage, ALPR license, real-time alerts, locations and livestreaming license, and Geotab software license.
36. **Axon Fleet Advanced with ZOLL:** Dual-view Camera, Interior Camera, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, TAP upgrade at five years, installation, ZOLL defibrillator, Axon Fleet 3 Vehicle License, Cradlepoint

Netcloud license, and Fleet Unlimited Storage.[5]

37. **Axon Interview Room Essential:** Cameras and mounts,[6] microphone, 5-year warranty, installation, server and client software licenses, unlimited storage for interview videos in Axon Evidence, and a basic Axon Evidence License.[7]
38. **Axon Interview Room Standard:** Cameras and mounts, microphone, 5-year warranty, installation, a power over ethernet (PoE) switch, a touch panel and mounts, two lite servers, server and client software licenses, unlimited storage for interview videos in Axon Evidence, and a basic Axon Evidence License.[7]
39. **Axon Air Basic Patrol:** Axon Air, Axon Evidence pilot data license and professional implementation (services), Skydio Basic Patrol software kit (includes Skydio data storage, media sync, fleet manager, Skydio Connect 5G, and multi-viewer live streaming), Skydio X10 Patrol hardware kit (Skydio X10 Ready Kit, Skydio NightSense, Skydio Spotlight, Skydio Speaker).
40. **Drone as First Responder (DFR) Patrol:** Axon Air, Axon Evidence pilot data license and professional implementation (services), Skydio DFR Command license (includes Skydio Crosshair Coordinates, Data Storage, Media Sync, Fleet Manager, Remote Ops, Skydio Connect 5G), Skydio X10 Patrol hardware kit (includes Skydio X10 Ready Kit, Skydio NightSense, Skydio Spotlight, Skydio Speaker), Skydio Care 3-year extended warranty, Skydio X10 In-Person Training.
41. **Drone as First Responder (DFR) Dock:** Axon Air, Axon Evidence pilot data license and professional implementation (services), Skydio DFR Command license (includes Skydio Crosshair Coordinates, Data Storage, Media Sync, Fleet Manager, Remote Ops, Skydio Connect 5G), Skydio Dock for X10 DFR Kit (Skydio X10 dock bundle, Skydio NightSense, Skydio Spotlight, Skydio Speaker), Skydio Care 3-year extended warranty, Skydio dock maintenance plan, and Skydio dock in-person deployment and training.
42. **Drone as First Responder (DFR) Dock Pro:** Three Axon Air, Axon Evidence pilot data licenses and one professional implementation (services), three Skydio DFR Command licenses (includes Skydio Crosshair Coordinates, Data Storage, Media Sync, Fleet Manager, Remote Ops, Skydio Connect 5G), three Skydio Dock for X10 DFR Kits (Skydio X10 dock bundle, Skydio NightSense, Skydio Spotlight, Skydio Speaker), three Skydio Care 3-year extended warranties, three Skydio dock maintenance plans, Skydio dock in-person deployment and training, Dedrone Beyond Long Range DFR hardware kit, Dedrone Tracker Long Range AI DFR software, Dedrone Long Range four-year warranty, three Dedrone Long Range Radar software, and two Dedrone install service days.

[5] Additional ZOLL products available for purchase are the ZOLL AED 3, ZOLL Compact Trauma Kit, ZOLL AED Puls, and the ZOLL Comprehensive Trauma Kit.
[6] Axon Interview Room is available with 1- and 2-camera bundles.
[7] With the Essential bundle, a power over ethernet (PoE) switch, a touch panel and mounts, and two lite servers are available as options.

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Sincerely,



Josh Isner
President
Axon Enterprise, Inc.

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ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Community Facilities District No. 10 (Whitney Ranch) Refunding Series 2015 and 2019 Special Tax Bonds

Date: September 23, 2025

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

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Issuance of 2025 Special Tax Bonds and Directing Related Actions to Refund the Whitney Ranch Community Facilities District No. 10 2015 and 2019 Bond Issuances.

Background:
On March 22, 2005, the City Council adopted Resolution No. 2005-81, forming Community Facilities District No. 10 (CFD 10) to fund infrastructure for the development of Whitney Ranch. Subsequently, Resolution No. 2005-84 authorized up to $60 million in bonds. It was anticipated the bonds would be issued in phases to help fund the phases of Whitney Ranch infrastructure development. A development agreement for Whitney Ranch was also approved during this same timeframe along with a Reimbursement/Acquisition Agreement.

In 2005, the City issued $25 million in CFD 10 bonds to fund Phase One of Whitney Ranch backbone infrastructure. In 2015, the City issued $27.09 million in CFD 10 bonds to refund the 2005 bonds and provide $6.3 million in new bond proceeds in order to fund construction of additional backbone infrastructure within Whitney Ranch Phase Two. In 2019, the City issued $16 million in CFD 10 bonds to fund construction of additional backbone infrastructure within Whitney Ranch. Most recently, in 2022, the City issued $13.6 million in CFD 10 bonds to fund construction of additional backbone infrastructure within Whitney Ranch.

The bonds issued in 2015 and 2019 are now eligible to be refinanced without a prepayment penalty. Given current interest rates, the City can realize interest cost savings by refinancing the outstanding amount of these bond issues through the issuance of 2025 CFD 10 bonds. A portion of the cash flow savings is achieved by releasing the cash funded debt service reserve fund and using a reserve surety (insurance policy) to facilitate a debt service reserve fund for the refinancing bonds. It is estimated that the 2025 CFD 10 bonds will carry a 14-year term and provide for approximately $375,000 in new project fund proceeds from the release of cash funded debt service reserve funds for the City to acquire certain facilities in Whitney Ranch. After issuance of the 2025 bonds, there will remain approximately $2 million of bond

authorization that can be utilized in the future for public improvements. It is anticipated that the refunding of the 2015 Bonds and 2019 Bonds will generate approximately $1.56 million in net present value savings, or 4.8% of refunded par, to homeowners within the special district.

When a CFD is formed, a “Rate and Method of Apportionment of Special Tax” (RMA) is created. The RMA sets a per-parcel maximum special tax with an annual inflation factor and establishes the last year the special taxes may be levied. The RMA for CFD 10 provides that the annual maximum special tax can escalate annually at a rate not to exceed 2%, and the last fiscal year to levy the special taxes is 2050/2051. Currently, CFD 10 special taxes are being levied at approximately 70% of the maximum tax and are expected to remain at that approximate level.

In addition to these maximum special tax limitations, the City adopted policies and procedures for land-secured financings, including CFDs (Resolution No. 2005-112). Within this policy, it is required that, for residential property, the maximum annual debt service for the expected financing, together with all other charges collected or to be collected on the annual tax bill for each developed parcel, shall not exceed two percent (2%) of such parcel’s assessed value. Currently homes in CFD 10 have an estimated median combined tax levy for all purposes of under 1.8% of assessed valuation.

In accordance with Government Code Section 5852.1, the following information has been obtained and disclosed to the City Council prior to the issuance of the bonds:

(i) the estimated true interest cost of the bonds (being the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the bonds) is 4.0%,
(ii) the estimated finance charge of the bonds (being the sum of all fees and charges paid to third parties, including bond insurance and surety provider) is $733,673,
(iii) the estimated proceeds of the bonds expected to be received, net of proceeds for finance charges in (ii) above to be paid from the principal amount of the bonds and any reserves or capitalized interest paid or funded with bonds is approximately $33,016,718, and
(iv) the estimated total payment of the bonds (being the sum of debt service plus finance to be paid to final maturity, plus any financing costs not paid from proceeds of the 2025 CFD 10 bonds) is $40,126,425.

This information is based on good-faith estimates provided by the financing team with market conditions as of August 20, 2025.

Staff recommends the City Council adopt a resolution authorizing the issuance of the 2025 special tax bonds to refund the 2015 and 2019 bond issuances for the purposes of realizing savings to homeowners, reimbursing the developer for outstanding improvement costs, and releasing and replacing the reserve funds with a surety bond. Adopting the resolution (Attachment 1), will allow for related actions that are necessary to complete the financial transaction, including the approval of the Preliminary Official Statement of the 2025 bonds (Attachment 2), the Supplemental Agreement No. 3 to Fiscal Agent Agreement (Attachment 3), and the Bond Purchase Agreement (Attachment 4).

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Refunding the 2015 and 2019 Series special tax bond issuances will result in approximately $1.56 million in net present value savings to homeowners within the special district.

ATTACHMENTS:
1. Resolution
2. Preliminary Official Statement
3. Supplemental Agreement No. 3 to Fiscal Agent Agreement
4. Bond Purchase Agreement

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE ISSUANCE OF 2025 SPECIAL TAX BONDS
AND DIRECTING RELATED ACTIONS TO REFUND
THE WHITNEY RANCH COMMUNITY FACILITIES DISTRICT NO. 10
2015 AND 2019 BOND ISSUANCES

WHEREAS, the City Council has conducted proceedings under the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, commencing at Section 53311, of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act") to establish Community Facilities District No. 10 (Whitney Ranch) (the "CFD"), to approve the levy of special taxes upon the land within the CFD and to authorize the issuance of special tax bonds to finance certain public facilities (the "Facilities") for the CFD, all as described in those proceedings; and

WHEREAS, in 2005, the City Council authorized the issuance and sale of its City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2005 (the "2005 Bonds") to provide funds for the construction and/or acquisition of a portion of the Facilities; and

WHEREAS, in 2015, the City Council authorized the issuance and sale of its City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2015 (the "2015 Bonds") to refinance, in full, the 2005 Bonds and to provide additional funds to finance a portion of the Facilities not financed from proceeds of the 2005 Bonds; and

WHEREAS, in 2019, the City Council authorized the issuance and sale of its City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2019 (the "2019 Bonds") to provide additional funds to finance a portion of the Facilities not financed from proceeds of the bonds previously issued; and

WHEREAS, in 2022, the City Council authorized the issuance and sale of its City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2022 (the "2022 Bonds") to provide additional funds for the construction and/or acquisition of a portion of the facilities not financed from proceeds of bonds previously issued; and

WHEREAS, City staff has determined that interest cost savings can be achieved by refinancing the bonds issued in 2015 and 2019; and

WHEREAS, after due investigation and deliberation, the City Council has determined that it is in the interests of the City and the CFD at this time for the City, for and on behalf of the CFD, to provide for the issuance of its City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2025 (the "2025 Bonds") in the initial aggregate principal amount of not to exceed $35,000,000 (the "2025

Bonds"), to refund the 2015 Bonds and 2019 Bonds, including release of the related cash debt service reserve funds, which generates money to be used to finance authorized facilities not financed from proceeds of the bonds previously issued and to generate savings; and

WHEREAS, the information required to be obtained and disclosed with respect to the 2025 Bonds by the City Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

WHEREAS, there have been submitted to City Council certain documents described below providing for the issuance of the 2025 Bonds and the use of the proceeds of those bonds, and City Council with the aid of its staff, has reviewed the documents and found them to be in proper order; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the special tax bonds and the levy of the special taxes as contemplated by this resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

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

Section 1. The City Council finds the above recitals are true and correct and further finds and determines that (i) it is prudent in the management and development of land in the City and the CFD to issue the 2025 Bonds, (ii) the 2025 Bonds are a continuation of the bond issuance program contemplated for the CFD, (iii) the issuance of the 2025 Bonds is substantially in compliance with the City's adopted guidelines as applicable to the specific nature of the financing, and (iv) the value of the real property within the CFD subject to the special tax, based on assessed values within the CFD, meets the minimum requirements set forth in the Act and the Fiscal Agent Agreement (defined below).

Section 2. The Act shall be the authority for the City's proceedings for the CFD, including the issuance and sale of the 2025 Bonds.

Section 3. Pursuant to the Act, this Resolution and the Fiscal Agent Agreement (defined below), the 2025 Bonds are hereby authorized to be issued in an aggregate principal amount not to exceed $35,000,000 and subject to the conditions herein specified. The 2025 Bonds shall be issued in such series, in principal amounts and be dated and executed in the forms, be in the denominations, mature, be payable at the place and in the priorities and bear interest at the rates as set forth in and otherwise as provided in Supplemental Agreement No. 3 to Fiscal Agent Agreement approved below.

Section 4. The Mayor, City Manager and City Treasurer (each, an "Authorized Officer") are hereby separately authorized and directed to execute and deliver the

documents and instruments herein specified in substantially the forms on file with the City Clerk, with such additions thereto or changes therein as are approved by the Authorized Officer or his or her designee executing the same. The approval of such additions or changes shall be conclusively evidenced by the execution and delivery of the documents and instruments herein specified by the Authorized Officer.

Section 5. The City Council hereby approves Supplemental Agreement No. 3 to Fiscal Agent Agreement, by and between the City and U.S. Bank Trust Company, National Association (the "Supplemental Agreement"), in substantially the form on file with the City Clerk, which supplements and amends the Fiscal Agent Agreement, dated as of July 1, 2015, Supplemental Agreement No. 1, dated as of May 1, 2019, and Supplemental Agreement No. 2, dated as of June 1, 2022, by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (collectively, the "Fiscal Agent Agreement"), with such additions thereto or changes therein as are approved by the Authorized Officer or his or her designee executing the same.

Section 6. The City Council hereby approves the Preliminary Official Statement describing the 2025 Bonds, in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by an Authorized Officer. Pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement is hereby deemed final and any Authorized Officer is hereby authorized and directed to provide written certification thereof. The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer and such information permitted to be excluded from the Preliminary Official Statement under the Rule, shall be conclusive evidence of the approval of the final Official Statement by the City.

Section 7. The City Council hereby approves the form of Bond Purchase Agreement between the City and Piper Sandler & Co., as underwriter (the "Underwriter"), in substantially the form on file with the City and each Authorized Officer is hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of the City, with such additions thereto or changes therein as are approved by the Authorized Officer or his or her designee executing the same; provided, that the aggregate principal amount of 2025 Bonds shall not exceed $35,000,000, the true interest cost on the 2025 Bonds shall not exceed 5.000%, and the Underwriter's discount shall not exceed 0.973%. It is hereby determined that the sale of the 2025 Bonds to the Underwriter by negotiated sale will result in a lower, overall interest cost to the City.

Section 8. Upon the execution of the Bond Purchase Agreement, the 2025 Bonds shall be prepared, authenticated and delivered, all in accordance with the applicable terms of the Fiscal Agent Agreement and the Bond Purchase Agreement and each Authorized Officer and other responsible City officials are hereby authorized and directed to take such actions as are required under the Bond Purchase Agreement and the Fiscal Agent Agreement to complete all actions required to evidence and complete the delivery of the 2025 Bonds upon the receipt of the purchase price thereof from the Underwriter.

Section 9. In connection with the issuance of the 2025 Bonds, the City Council hereby approves and ratifies the appointment of Urban Futures, Inc., as municipal advisor, and Jones Hall LLP, as bond counsel and disclosure counsel.

Section 10. All actions heretofore taken by the Authorized Officers and other City officers, consultants and agents for the establishment of the CFD and the sale and issuance of the 2025 Bonds are hereby approved, confirmed and ratified, and the proper officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements, contracts, and other documents, including as needed to provide bond insurance and/or reserve fund insurance if such officer determines it beneficial, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2025 Bonds and refunding of the 2015 Bonds and 2019 Bonds in accordance with this Resolution, including delivery of irrevocable refunding instructions related thereto, and any certificate, agreement, contract, and other document described in the documents herein approved. Any document herein approved and executed and delivered by any one of the Authorized Officers shall be a valid and binding agreement of the City.

Section 11. This resolution shall take effect upon the date of its adoption.

PASSED AND ADOPTED this 23rd day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER ____, 2025

NEW ISSUE—BOOK-ENTRY **RATINGS: Insured: S&P: "___"**
Underlying: S&P: "___"

In the opinion of Jones Hall LLP, as Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2025 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2025 Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS."

$30,000,000*
CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS, SERIES 2025

Dated: Date of Delivery **Due: September 1, as shown on inside front cover**

The bonds captioned above (the "2025 Bonds"), will be issued by the City of Rocklin (the "City") by and through its Community Facilities District No. 10 (Whitney Ranch) (the "District"). The 2025 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to that certain Fiscal Agent Agreement, dated as of July 1, 2015, by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the "Fiscal Agent"), as supplemented and amended including by Supplemental Agreement No. 3 to Fiscal Agent Agreement dated as of October 1, 2025 (the "Fiscal Agent Agreement"). The 2025 Bonds are issued to (i) refund, in full, special tax bonds previously issued by the City for the District in 2015 and 2019, (ii) finance the acquisition of certain public facilities authorized for the District, and (iii) pay the costs of issuing the 2025 Bonds.

The 2025 Bonds will be delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Interest on the 2025 Bonds is payable semiannually on March 1 and September 1, commencing March 1, 2026. Payment of principal, interest and premium, if any, on the 2025 Bonds will be made by the Fiscal Agent to DTC for subsequent disbursement to DTC participants, so long as DTC or its nominee remains the registered owner of the 2025 Bonds. See "THE 2025 BONDS."

The 2025 Bonds are subject to redemption prior to maturity. See "THE 2025 BONDS – Redemption."

The 2025 Bonds are payable (on a parity basis with bonds issued by the City for the District in 2022) from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) levied by the City on taxable real property within the boundaries of the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement.

Property within the District comprises a master-planned community known as "Whitney Ranch," which is now largely complete. The development includes a 134-unit senior living facility and over 3,000 single family homes conveyed to individual homeowners, with additional home sales pending. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY IN THE DISTRICT."

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay the Special Tax even if financially able to do so. See "SECURITY FOR THE BONDS."

The scheduled payment of principal of and interest on the 2025 Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the 2025 Bonds by _____ (the "Bond Insurer"). The Bond Insurer will also issue a reserve fund insurance policy concurrently with the delivery of the 2025 Bonds. See "BOND INSURANCE" and "APPENDIX G – SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

[Insurer Logo]

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2025 BONDS. THE 2025 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2025 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2025 Bonds.

The 2025 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall LLP, as Bond Counsel. Certain legal matters will also be passed on by Jones Hall LLP, as Disclosure Counsel. Certain legal matters will be passed upon for the City by the City Attorney. Stradling Yocca Carlson & Rauth LLP, is serving as counsel to the Underwriter. It is anticipated that the 2025 Bonds will be available for delivery through the facilities of DTC on or about October ___, 2025.

[PIPER SANDLER LOGO]

The date of this Official Statement is _____, 2025

_____
* Preliminary; subject to change.

MATURITY SCHEDULE

$_____
CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS, SERIES 2025

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† (773747)

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CITY OF ROCKLIN
(PLACER COUNTY, CALIFORNIA)

CITY COUNCIL

Jill Gayaldo, *Mayor*
David Bass, *Vice Mayor*
Ken Broadway, *Councilmember*
Bill Halldin, *Councilmember*
Greg Janda, *Councilmember*

CITY STAFF

Aly Zimmermann, *City Manager*
Daniel Choe, *City Treasurer*
Matthew McOmber, *City Attorney*
Avinta Singh, *City Clerk*

SPECIAL SERVICES

Bond and Disclosure Counsel
Jones Hall LLP
San Mateo, California

Municipal Advisor
Urban Futures, Inc.
Walnut Creek, California

Special Tax Administrator
Willdan Financial Services
Temecula, California

Fiscal Agent
U.S. Bank Trust Company, National Association
San Francisco, California

TABLE OF CONTENTS

Page

INTRODUCTION 2
FINANCING PLAN 6
General 6
Estimated Sources and Uses 6
Debt Service Schedules 7
THE 2025 BONDS 8
Authority for Issuance 8
Description of the 2025 Bonds 8
Redemption 10
Parity Bonds 12
SECURITY FOR THE BONDS 13
Special Taxes 13
Special Tax Methodology 14
Special Tax Fund 16
Delinquent Payments; Foreclosure Covenant 16
2025 Reserve Account 18
Improvement Fund 18
BOND INSURANCE 19
THE DISTRICT 20
Overview 20
Environmental Matters 20
Development History 20
OWNERSHIP OF PROPERTY IN THE DISTRICT 21
General 21
Individual Homeowners 23
The Master Developer 23
ESTIMATED VALUE OF PROPERTY IN THE DISTRICT 24
Assessed Valuations 24
Value to Lien Ratios 25
Special Tax Collection and Delinquency Rate 27
Direct and Overlapping Governmental Obligations 28
Estimated Effective Tax Rate on Single Home 31
RISK FACTORS 32

Page

Limited Obligation of the City to Pay Debt Service 32
Remaining Property Development 32
Exempt Properties 32
Property Values and Property Development 33
Wildfires and Fire Insurance 35
Enforceability of Remedies 35
Levy and Collection of Special Taxes 36
Bankruptcy and Foreclosure Delays 37
Parity Taxes and Special Assessments; Private Debt 38
Tax Delinquencies 39
Disclosure to Future Purchasers 39
No Acceleration Provisions 40
Ballot Initiatives 40
Voter Initiatives 40
Case Law Related to the Mello-Roos Act 41
Changes in Law 42
Loss of Tax Exemption 42
Secondary Market 42
Public Health Emergencies and Perceptions 42
Cyber Security 43
Bonds Subject to Special Mandatory Redemption from Prepayments 43
CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS 44
TAX MATTERS 44
RATINGS 46
CONTINUING DISCLOSURE 46
CONCLUDING INFORMATION 47
Underwriting 47
Municipal Advisor 47
Legal Matters 47
No Litigation 47
Miscellaneous 48

APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
APPENDIX B – SUPPLEMENTAL INFORMATION - CITY OF ROCKLIN AND COUNTY OF PLACER
APPENDIX C – FORM OF OPINION OF BOND COUNSEL
APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX E – SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT
APPENDIX F – BOOK-ENTRY ONLY SYSTEM
APPENDIX G – SPECIMEN MUNICIPAL BOND INSURANCE POLICY

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2025 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2025 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2025 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2025 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2025 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2025 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

$30,000,000*
CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS, SERIES 2025

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Rocklin (the "**City**") by and through its Community Facilities District No. 10 (Whitney Ranch) (the "**District**") of the bonds captioned above (the "**2025 Bonds**").

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2025 Bonds to potential investors is made only by means of the entire Official Statement. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement.

The District. The City of Rocklin Community Facilities District No. 10 (Whitney Ranch) (the "**District**") was formed and established by the City in 2005 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq*., of the Government Code of the State of California) (the "**Act**") following a public hearing and a landowner election at which the qualified electors of the District, by more than a two-thirds majority vote, authorized the City to issue bonds on behalf of the District and approved the levy of special taxes pursuant to a Rate and Method of Apportionment of Special Tax (the "**Special Tax Formula**"), as described herein.

The District is located in the northwest portion of the City, which, in turn, is located in the southwestern part of the County of Placer (the "**County**"). For additional demographic and statistical information on the City and the County, see APPENDIX B.

The 2025 Bonds. The 2025 Bonds are special tax obligations of the City, authorized pursuant to the Act, and are issued pursuant to that certain Fiscal Agent Agreement, dated as of July 1, 2015, by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the "**Fiscal Agent**"), as supplemented and amended by Supplemental Agreement No. 1 to the Fiscal Agent Agreement dated as of May 1, 2019, Supplemental Agreement No. 2 to the Fiscal Agent Agreement dated as of June 1, 2022 and Supplemental Agreement No. 3 to Fiscal Agent Agreement dated as of October 1, 2025 (collectively, the "**Fiscal Agent Agreement**"). The 2025 Bonds are issued to (i) refund, in full, special tax bonds issued by the City

* Preliminary; subject to change.

for the District in 2015 and 2019, (ii) finance the acquisition of certain public facilities authorized for the District, and (iii) pay the costs of issuing the 2025 Bonds. See "FINANCING PLAN."

Bond Terms. The 2025 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2025 Bonds is payable on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2026. The 2025 Bonds will be issued without coupons in denominations of $5,000 or any integral multiple thereof.

Source of Payment of the Bonds. The Bonds (consisting of the 2022 Bonds, the 2025 Bonds and any future Parity Bonds, as defined below) are payable from "**Special Tax Revenues**," which is defined as the special taxes levied by the City and collected by the County on taxable real property within the boundaries of the District (the "**Special Tax**" or "**Special Taxes**"), net of the County's administration charge (currently 1%) and "**Priority Administrative Expenses**" (being costs directly related to the administration of the District in the amount of $_____ for Fiscal Year 2025-26, and for each fiscal year thereafter an amount equal to the previous year amount increased by 2%). The Bonds are also payable from the proceeds of any foreclosure actions brought following a delinquency in payment of the Special Taxes, and from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a separate debt service reserve account for each series of Bonds, all as more fully described herein.

The Special Tax applicable to each taxable parcel (the "**Taxable Parcel**" or "**Taxable Parcels**") in the District will be levied and collected according to the tax liability determined by the City Council of the City (the "**City Council**") through the application of the Special Tax Formula, which is set forth in APPENDIX A. Payment of the Special Tax is secured by a lien on each Taxable Parcel of real property in the District, and failure to pay the Special Tax could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of Taxable Parcels. See "SECURITY FOR THE BONDS – Special Tax Methodology" and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

Bond Insurance; Reserve Fund Surety. Concurrently with the issuance of the 2025 Bonds, _____ (the **"Bond Insurer"**) will issue its Municipal Bond Insurance Policy for the 2025 Bonds (the "**Policy**"). The Policy guarantees the scheduled payment of principal of and interest on the 2025 Bonds when due, as set forth in the form of the Policy included as Appendix G to this Official Statement. The Bond Insurer will also provide a reserve fund insurance policy (the "**Reserve Policy**") to be credited to the reserve fund established for the 2025 Bonds. See "BOND INSURANCE" and APPENDIX G.

2025 Reserve Account. The Fiscal Agent has previously established a reserve fund for the Bonds (the "**Reserve Fund**"), and within the Reserve Fund, a separate debt service reserve account will be available for each series of Bonds. A reserve account will be established for the 2025 Bonds and the Reserve Requirement (defined herein) for the 2025 Bonds will be met by the issuance of the Reserve Policy. Draws on the Reserve Policy will be available to be transferred to the Bond Fund in the event of delinquencies in the payment of the Special Taxes for payment of interest and principal due on the 2025 Bonds. *Each series of Bonds is secured by its own debt service reserve account within the Reserve Fund. Accordingly, the 2025 Reserve Account is available only for the 2025 Bonds and no other debt service reserve account established under the Fiscal Agent Agreement is available for the 2025 Bonds*. See "SECURITY FOR THE BONDS – 2025 Reserve Account."

The Project and the District. Property within the District comprises a master-planned community known as "Whitney Ranch." Sunset Ranchos Investors, LLC has been the master developer of the project since inception. In October 2020, Sunset Ranchos Investors, LLC was acquired by JEN California 17, which acquisition included all remaining undeveloped land in the District. Sunset Ranchos Investors, LLC and JEN California 17 are collectively referred to herein as the "**Master Developer**." Residential development is now nearly complete. Completed development includes a 134-unit senior living facility and over 3,000 single family homes conveyed to homeowners, with additional home sales pending. For additional information on the Whitney Ranch project, and current ownership of land in the District, see "THE DISTRICT" and "OWNERSHIP OF PROPERTY IN THE DISTRICT."

Existing and Future Parity Bonds. There are currently outstanding three series of special tax bonds of the District payable from the Special Tax Revenues:

- City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2015 (the "**2015 Bonds**"), issued in the initial principal amount of $27,090,000;

- City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2019 (the "**2019 Bonds**"), issued in the initial principal amount of $16,000,000; and

- City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2022 (the "**2022 Bonds**"), issued in the initial principal amount of $13,605,000.

The 2015 Bonds and the 2019 Bonds will be refunded, in full, using a portion of the proceeds of the 2025 Bonds. The 2022 Bonds will remain outstanding. The City may issue additional bonds secured by the Special Tax Revenues on a parity basis with the 2022 Bonds and 2025 Bonds in the future (the "**Parity Bonds**," and together with the 2022 Bonds and 2025 Bonds, the "**Bonds**"), subject to the conditions set forth in the Fiscal Agent Agreement. As of the date of issuance of the 2025 Bonds, approximately $2,058,000* aggregate principal amount of Bonds remains authorized but unissued. See "THE 2025 BONDS – Parity Bonds."

Value of Property in the District. Property in the District is security for the Special Tax. The Fiscal Year 2025-26 assessed valuation of taxable property in the District is $2,199,977,846. Based on the amount of Bonds (2022 Bonds and 2025 Bonds) and overlapping land-secured debt of $76,611,510, *, the aggregate estimated assessed value-to-lien ratio for all taxable property in the District is approximately $2,276,589,356*. This is an average, and the value-to-lien ratios of individual parcels vary considerably. See "ESTIMATED VALUE OF PROPERTY IN THE DISTRICT."

Registration of Ownership of Bonds. The 2025 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"). Ultimate purchasers of the 2025 Bonds will not receive physical certificates representing their interest in the 2025 Bonds. So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2025 Bonds. Payments of the principal, premium, if any, and interest on the 2025 Bonds will be made directly to DTC, or its nominee, Cede

* Preliminary; as of 7-1-2025, subject to change once overlapping debt for FY 2025-26 is available.

& Co. so long as DTC or Cede & Co. is the registered owner of the 2025 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX F – BOOK-ENTRY ONLY SYSTEM."

Risks of Investment. See the section of this Official Statement entitled "RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2025 Bonds.

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2025 Bonds. The 2025 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds and accounts pledged to the 2025 Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2025 Bonds is a general debt, liability or obligation of the City. The 2025 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2025 Bonds other than from the proceeds of the Special Taxes and the money in the funds and accounts pledged to the 2025 Bonds in the Fiscal Agent Agreement.

Further Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the 2025 Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

During the period of the offering of the 2025 Bonds, copies of the forms of all documents are available from the City Clerk, City of Rocklin, 3970 Rocklin Road, Rocklin, California 95677.

FINANCING PLAN

General

The District was formed for the purpose of financing a portion of the costs of acquiring and constructing certain public infrastructure improvements authorized to be financed by the District (the "**Improvements**"). The Improvements generally consist of roadways and related improvements, wastewater system facilities, water system facilities, drainage system facilities, landscaping facilities and other public facilities necessary to meet development requirements for property in the District.

The net proceeds of the 2025 Bonds will be used to (i) refund, in full, the 2015 Bonds (originally scheduled to finally mature in 2039) and 2019 Bonds (originally scheduled to finally mature in 2040), and (ii) finance the acquisition of additional Improvements. Proceeds of the 2025 Bonds will also be used to pay costs of issuance.

The 2015 Bonds and 2019 Bonds are anticipated to be redeemed, in full, on the closing date for the 2025 Bonds at a redemption price equal to the principal amount redeemed, plus accrued interest thereon to the redemption date, without premium.

Estimated Sources and Uses

A summary of the estimated sources and uses of funds related to the 2025 Bonds follows:

Estimated Sources of Funds:	
Principal Amount of 2025 Bonds	$
Plus [Net] Original Issue Premium	
Total	**$**
Estimated Uses of Funds:	
Refunding of 2015 Bonds and 2019 Bonds	$
2025 Improvement Account of Improvement Fund	
Costs of Issuance[(1)]	
Total	**$**

(1) Includes Underwriter's discount; fees, expenses and charges of the Fiscal Agent; fees and costs of the special tax consultant, appraiser, municipal advisor, bond counsel and disclosure counsel; costs of printing the Official Statement; administrative fees of the City; rating agency fees and premiums for bond insurance and reserve fund insurance; and other costs of issuance of the 2025 Bonds.

Debt Service Schedules

Debt Service Schedule – 2025 Bonds. The annual debt service on the 2025 Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement, and assuming no optional or special mandatory prepayments, is set forth below.

City of Rocklin
Community Facilities District No. 10 (Whitney Ranch)
Special Tax Bonds Series 2025
Debt Service

Bond Year Ending (Sept. 1)	2025 Bonds Principal	2025 Bonds Interest	2025 Bonds Total
Total			

Source: Underwriter.

Debt Service Schedule and Projected Coverage – All Bonds. The annual debt service on the Bonds (consisting of the 2022 Bonds and 2025 Bonds), assuming no optional or special mandatory prepayments, is set forth below. The City anticipates it will only need to levy at approximately __% of the maximum Special Tax on Developed Property in the District to pay debt service on the Bonds and annual administrative expenses. In case of delinquencies, an additional amount could be levied in future years, subject to Section 53321(d) of the Act, which provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within the District by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults.

THE 2025 BONDS

Authority for Issuance

The 2025 Bonds are issued pursuant to the Act, the Fiscal Agent Agreement, and a resolution adopted by the City Council on [September 23], 2025.

On March 22, 2005, the City Council adopted Resolution No. 2005-81 (the "**Resolution of Formation**"), which formed the District. The District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed $60,000,000 at a special election in the District held on the same day. Under the provisions of the Act, since there were fewer than 12 registered voters residing within the District for each of the 90-days preceding the protest hearing regarding the formation of the District, the qualified electors entitled to vote in the special election consisted solely of the original master developer, the only eligible landowner/voter in the District, who cast one vote for each gross acre or portion of an acre of land owned within the District. The Developer voted to incur the bonded indebtedness and to approve the annual levy of Special Taxes to be collected within the District, for the purpose of paying for the Improvements, including repaying any indebtedness of the District, replenishing reserve funds and paying administrative expenses of the District. See "THE DISTRICT" herein. At the request of the original master developer, the Special Tax Formula was clarified pursuant to Resolution No. 2015-83 adopted April 15, 2015 to designate special tax rates needed due to changed zoning of certain undeveloped land owned by the original master developer.

The 2025 Bonds represent the fifth series of special tax bonds issued for the District, with the four prior series of special tax bonds described as follows:

- in 2005, the City issued the City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2005 (the "**2005 Bonds**") in the amount of $25,000,000 to provide funds for the construction and/or acquisition of a portion of the Improvements;

- in 2015, the City issued the 2015 Bonds in the amount of $27,090,000 to refinance, in full, the 2005 Bonds and to provide additional funds for the construction and/or acquisition of additional Improvements;

- in 2019, the City issued the 2019 Bonds in the amount of $16,000,000 to finance the construction and/or acquisition of additional Improvements; and

- in 2022, the City issued the 2022 Bonds in the amount of $13,605,000 to provide additional funds for the construction and/or acquisition of Improvements.

Upon the refunding in full of the 2015 Bonds and 2019 Bonds, the 2025 Bonds will be the only bonds secured on a parity basis with the bonds issued in 2022.

Description of the 2025 Bonds

Bond Terms. The 2025 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2025 Bonds are being issued in the denomination of $5,000 or any integral multiple thereof.

Calculation and Payment of Interest and Principal. Interest on the 2025 Bonds will be payable semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2026. Interest on the 2025 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2025 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of $1,000,000 or more in aggregate principal amount of the 2025 Bonds; provided that so long as any 2025 Bonds are in book-entry form, payments with respect to such 2025 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX F – BOOK-ENTRY ONLY SYSTEM."

Each 2025 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2025 Bond, interest is in default thereon, such 2025 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

The principal of the 2025 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in San Francisco, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2025 Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Transfer and Exchange. So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds will be made in accordance with DTC procedures. See "APPENDIX F – BOOK-ENTRY ONLY SYSTEM." Any 2025 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2025 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2025 Bond or 2025 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2025 Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of 2025 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2025 Bonds for redemption or (ii) with respect to a 2025 Bond after such 2025 Bond has been selected for redemption.

Book-Entry Only System. The 2025 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"), and

will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of the 2025 Bonds will not receive physical certificates representing their interest in the 2025 Bonds. So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2025 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2025 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2025 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX F – BOOK-ENTRY ONLY SYSTEM."

Redemption*

Special Mandatory Redemption From Prepayments. The 2025 Bonds are subject to redemption prior to their stated maturities, on any Interest Payment Date, from the proceeds of the Prepayment of Special Taxes, in whole or in part, at a redemption price (expressed as a percentage of the principal amount of the 2025 Bonds or portions to be redeemed) as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through March 1, 20___	103%
September 1, 20___ and March 1, 20___	102%
September 1, 20___ and March 1, 20___	101%
September 1, 20___ and Interest Payment Dates thereafter	100%

Optional Redemption. The 2025 Bonds maturing on or after September 1, 20___, are subject to optional redemption, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20___, as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the 2025 Bonds or portions to be redeemed) as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
September 1, 20___ through August 31, 20___	103%
September 1, 20___ through August 31, 20___	102%
September 1, 20___ through August 31, 20___	101%
September 1, 20___ and any date thereafter	100%

Mandatory Sinking Fund Redemption. The 2025 Bonds maturing on September 1, 20___ (the "**Term 2025 Bonds**") are also be subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts, all as set forth below; provided, however, if some but not all of the Term 2025 Bonds of a given maturity have been redeemed under the optional or special mandatory redemption provisions described above, the total amount of all future sinking fund payments relating to such maturity shall be reduced by the aggregate principal amount of Term 2025 Bonds of such maturity so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000 as determined by the Fiscal Agent, notice of which determination shall be given by the Fiscal Agent to the City.

* Preliminary; subject to change.

Term Bonds of 20___

Mandatory Redemption Date September 1)	Sinking Fund Payment

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2025 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2025 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption to the respective registered Owners of any 2025 Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2025 Bonds. Such notice may specify that it is conditional upon the receipt of funds to pay the redemption price of the 2025 Bonds to be redeemed on or prior to the redemption date and that if such funds are not available, the redemption will be canceled and such 2025 Bonds shall remain Outstanding.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2025 Bonds are to be called for redemption shall state as to any 2025 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2025 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2025 Bonds will not accrue from and after the redemption date. The cost of mailing any such redemption notice and any expenses incurred by the Fiscal Agent in connection therewith shall be paid by the City.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of any maturity or any given portion thereof, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof not previously called for redemption, by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate; provided, however, that if Bonds are to be redeemed as a result of the prepayment of Special Taxes, the City shall select Bonds to be redeemed from any or all series, and within each series of Bonds so selected for redemption on a pro-rata basis among maturities.

Right to Rescind. The City has the right to rescind any notice of optional redemption of the 2025 Bonds by written notice to the Fiscal Agent on or prior to the dated fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2025 Bonds then noticed to be called for redemption, and such cancellation shall not constitute a default under the

Fiscal Agent Agreement. The City and the Trustee have no liability to the 2025 Bonds owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of prepayment in the same manner as the original notice of redemption was sent.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2025 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2025 Bonds so called shall cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in the notice of redemption.

Parity Bonds

The Resolution of Formation authorizes the issuance of up to $60,000,000 of bonds payable from Special Taxes levied in the District. The City may, by a Supplemental Fiscal Agent Agreement, authorize the issuance of one or more additional series of Parity Bonds in the future, which would be payable on a parity with the 2022 Bonds and 2025 Bonds, subject to compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

- A reserve account shall be established in an amount equal to the Reserve Requirement calculated with respect to the Parity Bonds.

- For each Bond Year that Bonds (including the proposed issue of Parity Bonds) will be outstanding, projected maximum Special Taxes (net of County administration charges and Priority Administration Expenses) on Developed Property (as defined in the Special Tax Formula) in each Fiscal Year are equal to or greater than 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year.

- The fair market value of all parcels in the District subject to Special Taxes, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the proposed series of Parity Bonds, as determined by an appraisal performed on a basis consistent with the appraisal or appraisals prepared in connection with the issuance of Bonds issued and outstanding, and/or the assessed value of parcels and improvements thereon, as shown on the then current County tax roll, is at least 10.00 times the sum of (i) the aggregate principal amount of all Outstanding Bonds and any Parity Bonds, plus (ii) the aggregate principal amount of the series of Parity Bonds proposed to be issued, plus (iii) the aggregate principal amount of any assessment district bonds then proposed and outstanding and payable from assessments to be levied on parcels of land within the District, plus (iv) a portion of the aggregate principal amount of all Other CFD Bonds then proposed and outstanding and payable at least partially from special taxes to be levied on parcels of land within the District equal to the aggregate principal amount of the Other CFD Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other CFD Bonds on parcels of land within the District, and the denominator of which is the total amount of special taxes levied for the Other CFD Bonds on all parcels of land against which the special taxes are levied to pay Other CFD Bonds (such fraction to be determined based upon the maximum special taxes which could be levied the year in which maximum annual debt service on the Other CFD Bonds occurs), based upon information from the most recent available fiscal year.

SECURITY FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2022 Bonds, 2025 Bonds and any Parity Bonds) are payable from and secured by Special Tax Revenues, which are proceeds of the Special Taxes received by the City, net of the administration charge of the County (currently 1%) and Priority Administrative Expenses ($__ for Fiscal Year 2025-26, escalating at 2% each fiscal year thereafter), including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided in the Fiscal Agent Agreement, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. The 2025 Bonds (but no other series of Bonds) are also secured by amounts in the 2025 Reserve Account of the Reserve Fund. See "– 2025 Reserve Account" herein. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each Taxable Parcel in the District will be levied and collected according to the tax amount determined through the application of the Special Tax Formula, which is administered for the City by Willdan Financial Service, Temecula, California (the "**Special Tax Consultant**") and set forth in APPENDIX A hereto. The Special Tax is exempt from the property tax limitation of Article XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See "THE DISTRICT."

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District which are set forth as the annual "**Maximum Special Tax**" in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount, not in excess of the Maximum Special Taxes. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Special Tax Requirement (as defined in the Special Tax Formula and described below) among the Taxable Parcels of real property within the District according to the rate and methodology set forth in the Special Tax Formula. See "– Special Tax Methodology" below and APPENDIX A.

The City may levy the Special Tax at the Maximum Special Tax rate authorized by the qualified electors within the District, as set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Special Tax Requirement (as defined below). Because each Special Tax levy is limited to the Maximum Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Special Tax Requirement

will in fact be collected in any given year. See "RISK FACTORS — Tax Delinquencies" herein. The Special Taxes are collected for the City by the County of Placer in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax authorized under the Act applicable to land within the District will be levied annually, and collected semi-annually, according to the tax liability determined by the City or its designee through the application of the Special Tax Formula. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula. See APPENDIX A.

The Special Tax Formula is based on proposed land use and development plans as projected for the District at the time of its formation in 2005, as clarified pursuant to Resolution No. 2015-83. See "THE 2025 BONDS – Authority for Issuance." The Special Tax Formula requires that Special Taxes be levied annually on all Parcels of Taxable Property within the District, under the method of levy described below, as required to meet the Special Tax Requirement. Taxable Property means all Parcels not exempt from the Special Tax pursuant to law or the Special Tax Formula.

Determination of Special Tax Requirement and Other Key Definitions. The "**Special Tax Requirement**" is defined in the Special Tax Formula to mean "the amount necessary in any Fiscal Year (i) to pay principal and interest on the Bonds, (ii) to create or replenish the reserve funds, (iii) to pay Administrative Expenses, (iv) to cure any delinquencies in the payment of principal or interest on indebtedness of the District which have occurred in the prior Fiscal Year or (based on delinquencies in the payment of the Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected, and (v) to pay construction expenses to be funded directly from Special Tax proceeds. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by … interest earnings on or surplus balances … in funds and accounts for the Bonds …; proceeds received from collection of penalties associated with delinquent Special Taxes; and any other revenues available to pay debt service on the Bonds as determined by the Administrator."

As used in the Special Tax Formula, "**Developed Property**," with one exception, is defined to mean all Taxable Parcels for which a Final Map was recorded prior to June 1 of the prior Fiscal Year. "**Final Map**" is defined to mean a final map approved pursuant to the Subdivision Map Act that creates Buildable Lots but not including any map that does not create Buildable Lots, and "**Buildable Lot**" is defined to mean an individual lot within a Final Map for which a building permit may be issued without further subdivision. The one exception to the definition of Developed Property relates to one specific large lot zoned for commercial uses (Large Lot 2) within which Taxable Parcels will be deemed to be Developed Property only upon issuance of a building permit for new construction prior to June 1 of the prior Fiscal Year.

"**Undeveloped Property**" means, in any Fiscal Year, all Parcels of Taxable Property within the District that are not yet Developed Property.

Certain other capitalized terms used in this section entitled, "–Special Tax Methodology" have the meanings given them in the Special Tax Formula. See APPENDIX A.

Calculation of Maximum Special Tax Rates and Changes Thereto. Provision is made in the Special Tax Formula for increases in the rates of Maximum Special Taxes for Developed Property if and to the extent that Large Lots are developed to less density than originally anticipated.

Provision is also made to accommodate changes in anticipated land uses, all to the end that each Large Lot, singly or in combination, when developed will yield Maximum Special Taxes in at least the amount or amounts displayed in Attachment 2 to the Special Tax Formula shown in APPENDIX A.

Method of Levying Special Tax. The method of levy of the Special Tax on Taxable Property in the District is set forth in the Special Tax Formula as a series of steps, which are described as follows.

Step 1. Step 1 directs that the Special Tax be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel. The applicable Maximum Special Tax rate for parcels in the District is set forth in the Special Tax Formula and will be increased each year by an amount equal to 2% of the amount in effect for the prior Fiscal Year. For Fiscal Year 2025-26, Maximum Special Tax rates for single family residential property will vary from $579.52 to $2,347.80 per unit. For multifamily property, the Maximum Special Tax will be $12,838.59 per acre and for non-residential property, the Maximum Special Tax will be $7,429.73 per acre.

Step 2. If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement, Step 2 provides that the Special Tax shall be levied proportionately on each Taxable Parcel of Undeveloped Property within Zone 1 of the District up to 100% of the applicable Maximum Special Tax. Zone 1 is defined to mean the geographical area that, at formation of the District, included what is generally known as Phase 1 of the Whitney Ranch project.

Step 3. If additional revenue is needed after application of Step 2 then, under Step 3, the Special Tax shall be levied proportionately on each Taxable Parcel of Undeveloped Property within Zone 2, up to 100% of the applicable Maximum Special Tax. Zone 2 is defined to mean the geographical area that, at formation of the District, included what is generally known as Phase 2 of the Whitney Ranch project.

Step 4. Finally, if after application of Step 3 additional revenue is needed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax.

Limitation on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "RISK FACTORS."

Prepayment of the Special Tax. The Special Tax may be prepaid, in full or in part, in accordance with a formula calculated in accordance with Section H of the Special Tax Formula. Certain prepayments have occurred in the District in the past.

Termination of the Special Tax. The Special Tax will be levied and collected (up to the maximum allowable amount) for as long as needed to pay the principal and interest on the Bonds and other costs incurred in order to construct and acquire the authorized District-funded facilities and to pay the Special Tax Requirement. The Special Tax Formula provides that the Special Tax may not be levied on any parcel in the District after Fiscal Year 2050-51.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the Owners of the Bonds. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

As soon as practicable after the receipt by the City of Special Tax Revenues, the City shall withdraw from the Special Tax Fund and transfer: (i) to the Fiscal Agent for deposit in the Bond Fund, (a) an amount necessary to pay any principal or interest on the Bonds not paid when due, together with additional interest at rate of the Bonds to the expected date of payment from the date such payment was due, plus (b) an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal (including any mandatory sinking fund installment), premium, if any, and interest due on the Bonds on the next two Interest Payment Dates with respect to Special Tax Revenues received during the period from September 1 through the last day of February in any year, and on the next Interest Payment Date with respect to Special Tax Revenues received during the period from March 1 through the last day of August in any year; (ii) to the Fiscal Agent for deposit in the Reserve Fund established under the Fiscal Agent Agreement an amount, taking into account amounts then on deposit in the Reserve Fund, so that the amount therein equals the Reserve Requirement (which will be calculated for each Series of Bonds) and to repay draws on the Reserve Policy; and (iii) after the foregoing transfers, transfer any amount remaining in the Special Tax Fund to the Surplus Fund. From time to time, the City may withdraw from the Surplus Fund amounts needed to pay costs of authorized improvements or incidental expenses of the District authorized under the Act. Moneys in the Surplus Fund may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds, to replenish the Reserve to the amount of the Reserve Requirement and to repay draws on the Reserve Policy, to pay Administrative Expenses in excess of Priority Administrative Expenses, or for any other lawful purpose for the use of funds collected on behalf of the District. See "THE IMPROVEMENTS – Construction and Acquisition of the Improvements."

Delinquent Payments; Foreclosure Covenant

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

Under the Act, the City covenants with and for the benefit of the Owners of the Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the Fiscal Agent Agreement. To carry out the covenant, on or about October 1st of each Fiscal Year, the City is required to compare the amount of Special Taxes theretofore levied in the District to the amount of Special Tax Revenues theretofore received by the City, and:

Individual Delinquencies. If the City determines that any single parcel subject to the Special Tax in the District is delinquent in the payment of Special Taxes in the aggregate amount of $6,000 or more, then the City shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 60 days of such determination, and (if the delinquency remains uncured) commence foreclosure within 120 days of such determination; or

Aggregate Delinquencies. If the City determines that (i) the total amount of delinquent Special Tax for the prior Fiscal Year for the entire District, (including the total of delinquencies under the subsection "– *Individual Delinquencies*," above), exceeds 5% of the total Special Tax due and payable for the prior Fiscal Year, the City shall notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency) within 60 days of such determination, and shall timely commence foreclosure proceedings as directed by legal counsel against each parcel of land in the District with a Special Tax delinquency.

The owners of the 2025 Bonds (but not any other Bonds) benefit from the 2025 Reserve Account of the Reserve Fund; however, if delinquencies in the payment of the Special Taxes with respect to the 2025 Bonds are significant enough to completely exhaust the Reserve Policy limits and deplete the 2025 Reserve Account, there could be a default or a delay in payments of principal and interest to the owners of the 2025 Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Special Tax rates set forth in the Special Tax Formula, the City may adjust (but not to exceed the Maximum Special Tax and subject to the limitation described under the caption "– Special Tax Methodology – Limitation on Increases of Special Tax Levy" above) the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the 2025 Reserve Account and any other debt service reserve accounts established for other series of Bonds under the Fiscal Agent Agreement.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy in which to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "ESTIMATED VALUE OF PROPERTY WITHIN THE DISTRICT – Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2025 Reserve Account

Upon delivery of the 2025 Bonds, a debt service reserve account (the "**2025 Reserve Account**") within the Reserve Fund held by the Fiscal Agent will be established for the benefit of the owners of the 2025 Bonds. The City is purchasing a reserve fund insurance policy (the "**Reserve Policy**") issued by the Bond Insurer for deposit into the 2025 Reserve Account, in the amount of the "**Reserve Requirement**" for the 2025 Bonds in the amount of $_____, which requirement is the least of: (a) Maximum Annual Debt Service on the 2025 Bonds, (b) 125% of the average Annual Debt Service on the 2025 Bonds, and (c) 10% of the original principal amount of the 2025 Bonds (or the issue price of the 2025 Bonds excluding accrued interest, if the net original issue discount or premium is less than 98% or more than 102% of the principal amount of the 2025 Bonds), as calculated by the City. The City is required to maintain an amount of money, the Reserve Policy or other security equal to the Reserve Requirement in the 2025 Reserve Account at all times that the 2025 Bonds are outstanding. *Each series of Bonds is secured by its own debt service reserve account within the Reserve Fund. Accordingly, the 2025 Reserve Account is available only for the 2025 Bonds and no other debt service reserve account established under the Fiscal Agent Agreement is available for the 2025 Bonds*.

The Reserve Policy and any amounts available in the 2025 Reserve Account will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest on, the 2025 Bonds. Whenever transfer is made from the 2025 Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent will provide written notice thereof to the City.

Improvement Fund

Under the Fiscal Agent Agreement, the Fiscal Agent previously established the Improvement Fund, which is held by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). In connection with the issuance of the 2025 Bonds, the Fiscal Agent will establish the 2025 Improvement Account as a subaccount within the Improvement Fund. Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment pursuant to the Acquisition Agreement, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed. See "THE IMPROVEMENTS."

BOND INSURANCE

[To come, if applicable]

THE DISTRICT

Overview

Property within the District has developed into a master-planned community known as "Whitney Ranch." Whitney Ranch is located in the northwest portion of the City immediately adjacent to the boundary between the City and the City of Lincoln. The District was formed and established by the City in 2005 at the request of the Master Developer, in contemplation of residential and non-residential development.

Development is now nearly complete. Completed development includes a 134-unit senior living facility and more than 3,000 single family homes conveyed to homeowners, with additional home sales pending.

Environmental Matters

Seismic. The areas in and around the District, like those of much of California, may be subject to earthquakes or other unpredictable seismic activity. However, land in the District is not located in a seismic special studies zone.

Flooding. Certain creeks within the District are considered to be Special Flood Hazard Areas (the floodway and the floodplain). However, none of the homes within the District are located within a designated flood area.

Wildfires. The City has areas designated as Moderate and High Fire Hazard Severity Zones by the Office of the State Fire Marshal (OSFM), particularly in the northeast and southeast corners of the City. The Whitney Oaks area and areas near Interstate 80, including Rocklin Crossing, are identified as both Moderate and High-Risk Fire Hazard Severity Zones. Portions of the District are within areas designated by the OSFM as being in a Moderate Fire Hazard Severity Zone.

Development History

Overview. The District was originally planned for approximately 2,700 single-family residential units (with a portion planned as small-lot units, such as condominiums, townhouses and apartments), approximately 43 acres of commercial/mixed uses and 190 acres of open space. Development was projected to occur in two phases, referred to as Phase 1 and Phase 2. Over time, the planned development shifted to include a greater number of planned residential units, with taxable property in the District now planned to develop into more than 3,000 taxable residential units.

In 2005, development in the District began by the original master developer, Sunset Ranchos Investors, LLC. Since then, Sunset Ranchos Investors, LLC has completed substantially all of the required backbone infrastructure for the project and sold the majority of taxable lots within the District to merchant builders and other end users. In addition, as part of Phase 1, Sunset Ranchos Investors, LLC delivered the centerpiece of the community, The Ranch House, which is the community recreation center. This member-owned facility contains two pools, classrooms, residents lounge, and banquet space that are available to the residents. The Whitney Ranch Community Association hosts member events throughout the year along with classes and clubs that are of interest to the resident members. A new elementary school and high school now open and operated by Rocklin Unified School District were also completed within Phase 1.

In October 2020, JEN California 17 purchased the remaining undeveloped land within the District via the acquisition of Sunset Ranchos Investors, LLC. JEN California 17 has overseen the completion of all remaining infrastructure for the project, including within Village 1A which is the last village to be completed. At the present time, all of the residential villages in the District have final maps in place, except for Village 1A (48 planned units), which is anticipated to be received by the end of 2022. In-tract infrastructure remains to be completed for Village 1A and is being undertaken concurrently with the final map process. For more information on the Master Developer and the three merchant homebuilders currently active in the community, see "OWNERSHIP OF PROPERTY IN THE DISTRICT."

OWNERSHIP OF PROPERTY IN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the property within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bond Owner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

The Developer and the merchant builders have provided the information set forth in this section entitled "OWNERSHIP OF PROPERTY IN THE DISTRICT." No assurance can be given that all information is complete. In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement.

General

Ownership of Taxable Parcels in the District primarily consists of individual homeowners. Development remains ongoing in the District, with additional finished lots being constructed with homes, and being sold to individual homeowners. However, no assurance can be given that development of the Taxable property in the District will be completed, or that it will be completed in the time period described elsewhere in this Official Statement. The Special Taxes are not personal obligations of The Master Developer, the merchant builders or of any current or subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY FOR THE BONDS" and "RISK FACTORS" herein.

The table on the following page shows the top property owners within the District, based on the special tax levy for Fiscal year 2025-26.

Table 1
Top Property Owners by Special Tax Levy*
Fiscal Year 2025-26

Owner Name	Number of Parcels	Number of Planned Units	Fiscal Year 2025-26 Special Tax Levy	Percent of Fiscal Year 2025-26 Special Tax Levy	Fiscal Year 2025-26 Maximum Special Tax	Total Assessed Values	Allocable Share of Bonded Debt*(1)	Value to Lien Ratio on Bonded Debt*
Developed (2)								
Residential								
Individual Homeowners	2,735	2,734	$3,042,519	90.79%	$4,494,685	$2,103,686,971	$39,590,917	53.14
John Mourier Construction INC	135	135	124,022	3.70%	183,217	39,630,025	1,613,848	24.56
Anthem Whitney Ranch Homes Limited Partnership	60	60	92,338	2.76%	136,410	12,042,099	1,201,547	10.02
KB Home Sacramento Inc.	88	88	38,062	1.14%	56,228	7,074,422	495,280	14.28
Non-Residential								
MG Rocklin CA LLC	1	0	54,056	1.61%	79,856	29,528,443	703,408	41.98
Subtotal Developed (Residential & Non-residential)	**3,019**	**3,017**	**$3,350,997**	**100.00%**	**$4,950,396**	**$2,191,961,960**	**$43,605,000**	**50.27**
Subtotal Developed Properties	**3,019**	**3,017**	**$3,350,997**	**100.00%**	**$4,950,396**	**$2,191,961,960**	**$43,605,000**	**50.27**
Undeveloped (2)								
CFT NV Developments LLC	1	0	0	0.00%	$10,922	$2,058,360	$0	n/a
Taylor Whitney Ranch LP	1	0	0	0.00%	15,014	1,076,120	0	n/a
Woodcreek Oaks Petroleum Inc.	1	0	0	0.00%	9,510	2,179,510	0	n/a
WRP LLC	1	0	0	0.00%	14,475	2,701,896	0	n/a
Subtotal Undeveloped Properties	***4***	***0***	***$0***	***0.00%***	**$49,921**	**$8,015,886**	**$0**	***n/a***
Total for All Taxable Property	**3,023**	**3,017**	**$3,350,997**	**100.00%**	**$5,000,317**	**$2,199,977,846**	**$43,605,000**	**50.45**

* Preliminary; subject to change.

(1) Each Parcel's Allocable Share of Bonded Debt is calculated based on the Fiscal Year 2025-26 Special Tax Levy multiplied by Series 2022 outstanding principal amount as of September 2, 2025, and Series 2025 estimated par amount of $30,000,000.

(2) The Rate and Method of Apportionment defines "Developed Property" for all taxable property not within Large Lot 2 for Fiscal Year 2025-26 as all parcels for which a Final Map was recorded prior to June 1, 2025. All parcels considered taxable Developed Property were levied for Fiscal Year 2025-26. Reflects Final Map recorded as of May 1, 2025, as provided by the City as compiled by Willdan Financial Services. Currently there is no need to levy Undeveloped Properties.

Source: City of Rocklin and Placer County 2025-26 Secured Roll as compiled by Willdan Financial Services.

Individual Homeowners

As shown in the table on the prior page, the majority of the taxable parcels in the District are now owned by individual homeowners; more than 3,000 homes had been conveyed to homeowners. There are three merchant builders active in the community, and the Master Developer of the project (defined below) no longer owns property.

The Master Developer

Sunset Ranchos Investors, LLC. Sunset Ranchos Investors, LLC has been the master developer of the project since inception. In October 2020, Sunset Ranchos Investors, LLC was acquired by JEN California 17, which acquisition included all remaining undeveloped land in the District. Sunset Ranchos Investors, LLC and JEN California 17 are collectively referred to herein as the "**Master Developer**". JEN California 17's sole member and manager is JEN 7 VA 2 LLC, a Delaware limited liability company, whose members are private equity real estate fund limited partnerships comprised of high-net-worth individuals, pension funds and family offices (privately held companies providing wealth management for families), and who is controlled by JEN Partners LLC, a Delaware limited liability company ("**JEN**"). Clifton Taylor is Vice President of JEN California 17, and President of Taylor Builders LLC, a California limited liability company ("**Taylor Builders**"), which is responsible for the day-to-day management of JEN California 17's property in the District, including overseeing entitlement, development and sales activities.

Taylor Builders and JEN. Taylor Builders was founded in 2017, and is led by Clifton Taylor, President. Taylor Builders was established to invest in, entitle and develop primarily residential real estate in the Sacramento region, San Joaquin Valley, Bay Area, and Northern Nevada markets. Taylor Builders operates under a mutually exclusive regional partnership agreement with JEN. JEN specializes in residential real estate with longstanding relationships in the residential land, homebuilding, and workforce housing arenas. Additionally, JEN is actively engaged in land banking and specialty finance transactions for public and private homebuilding operations throughout the United States.

JEN was founded by Reuben Leibowitz in 2005. Prior to JEN, Mr. Leibowitz founded Warburg Pincus' Real Estate group in 1984, which he led through 2004. While at Warburg Pincus, he was directly responsible for the investment of equity across four homebuilders, a residential land developer and other real estate opportunities. Mr. Leibowitz has served as a Director of four NYSE listed real estate companies, including Lennar Homes, and is a current board member of Simon Property Group, the largest global mall REIT.

ESTIMATED VALUE OF PROPERTY IN THE DISTRICT

The value of the land within the District is a critical factor in determining the investment quality of the 2025 Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. A variety of economic, political, and natural occurrences incapable of being accurately predicted can affect land values. See "RISK FACTORS – Land Values."

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District and the owners have made no commitment to pay the principal of or interest on the 2025 Bonds or to support payment of the 2025 Bonds in any manner. There is no assurance that the owners have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay such taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any 2025 Bondholder will have the ability at any time to seek payment from the owners of property within the District of any Special Tax or any principal or interest due on the 2025 Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

Assessed Valuations

In connection with valuing property in the District, the City has obtained the assessed valuation for Fiscal Year 2025-26 (the "**Assessed Valuation**") of the taxable property in the District which reflects ownership as of the January 1, 2025 lien date. The "full cash" assessed values of all of the Taxable Parcels in the District has been established by the County Assessor for Fiscal Year 2025-26 in the amount of $2,199,977,846. The following table summarizes the historical assessed valuation of property in the District since Fiscal Year 2015-16.

Table 2
Historical Aggregate Secured Assessed Valuation(1)
Fiscal Year 2015-16 through 2025-26

Fiscal Year	Number of Parcels	Land	Structure	Total	Percent Change
2015-16	1,110	$148,779,584	$393,149,275	$541,928,859	n/a
2016-17	1,424	182,058,320	419,938,502	601,996,822	11%
2017-18	1,853	207,569,127	519,779,238	727,348,365	21
2018-19	1,901	252,904,427	634,792,511	887,696,938	22
2019-20	2,145	303,626,869	758,702,977	1,062,329,846	20
2020-21	2,430	349,541,558	889,946,947	1,239,488,505	17
2021-22	2,435	420,460,196	1,038,575,233	1,459,035,429	18
2022-23	2,823	467,698,271	1,221,106,626	1,688,804,897	16
2023-24	2,831	506,599,545	1,373,239,268	1,879,838,813	11
2024-25	2,834	546,717,189	1,488,920,261	2,035,637,450	8
2025-26	3,023	580,282,685	1,619,695,161	2,199,977,846	8

(1) Includes all taxable parcels.
Source: Placer County Secured Property Rolls, as compiled by Willdan Financial Services.

Due to the recent and ongoing nature of development of homes in the District, the County assessed valuations are not in all cases reflective of most current development status. As provided by Article XIII A of the California Constitution, county assessors' assessed values are to reflect market value as of the date the property was last assessed (or 1975, which ever is more recent), increased by a maximum of 2% per year. Properties may be reassessed by the County only upon

a change of at least 51% ownership of existing property or upon new construction. The assessed values of parcels in the District thus reflect, for undeveloped parcels, the estimate of the County Assessor (the "Assessor") of market value when acquired (or 1975, whichever is later), increased by up to 2% per year, and for parcels on which construction has occurred since their date of acquisition, the Assessor's estimate of market value as of the time of construction, increased by up to 2% per year. The actual market value of parcels in the District, if sold at foreclosure, may be higher or lower than the Assessor's assessed values, depending upon the date of the Assessor's most recent assessment. The actual fair market value of any parcel can often be more accurately established through an arms-length sale or an appraisal by an independent appraiser.

Because of the general limitation to 2% per year in increases in full cash value of properties which remain in the same ownership, the County tax roll does not reflect values uniformly proportional to actual market values. No assurance can be given that should a parcel with delinquent Special Taxes be foreclosed and sold for the amount of the delinquency, that any bid will be received for such property, or if a bid is received that such bid will be sufficient to pay such delinquent installments.

Value to Lien Ratios

The value of the land within the District is a critical factor in determining the investment quality of the 2025 Bonds. If a property owner defaults in the payment of a Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Taxes. See "SECURITY FOR THE BONDS – Delinquent Payments; Foreclosure Covenant" and "RISK FACTORS – Bankruptcy and Foreclosure Delays." Reductions in District property values due to a downturn in the economy, natural disasters such as earthquakes or floods, stricter land use regulations or other events could have an adverse impact on the security for payment of the Special Taxes.

The Special Tax is levied on each parcel within the District and only the respective individual parcel is responsible for such Special Tax.

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Table 1, above, shows the projected special tax levy for Fiscal Year 2025-26, and corresponding value to lien ratios, by development status, and by ownership. The table on the following page provides additional information regarding the value to lien ratios in the District.

Table 3
Projected Value to Lien Ratios
Fiscal Year 2025-26

Value to Lien Ratio on Bonded Debt* (1)	Number of Parcels	Fiscal Year 2025-26 Special Tax Levy	Percent of Fiscal Year 2025-26 Projected Special Tax Levy	Total Assessed Values	Allocable Share of All Bonded Debt* (2)
Greater than 20:1	2,784	$3,131,126	92.43%	$2,158,023,767	$40,743,924
10:1 to 19.99:1	164	111,480	3.33	21,019,792	1,450,632
5:1 to 9.99:1	70	107,073	3.20	12,879,460	1,393,298
4:1 to 4.99:1	0	0	0.00	0	0
3:1 to 3.99:1	0	0	0.00	0	0
2:1 to 2.99:1	1	1,318	0.04	38,941	17,146
N/A (3)	4	0	0.00	8,015,886	0
Total	**3,023**	**$3,350,997**	**100.00%**	**$2,199,977,846**	**$43,605,000**

* Preliminary; subject to change.

(1) Reflects Total Assessed Value divided by allocable Share of Bonds.

(2) Reflects Series 2022 outstanding principal amount as of September 2, 2025 and Series 2025 estimated par amount of $30,000,000.

(3) Parcels in category "N/A" represent four (4) parcels not projected to be Developed for Fiscal Year 2025-26 as of cut-off date of June 1, 2025 and therefore, was not levied for Fiscal Year 2025-26. As a result, these parcels do not have an allocable share of all Bonded Debt.

Source: Placer County 2025-26 Secured Roll as compiled by Willdan Financial Services.

Special Tax Collection and Delinquency Rate

The table below shows the annual Special Tax levies and current delinquencies since Fiscal Year 2020-21.

Table 4
Special Tax Collections and Delinquencies
Fiscal Years Ending June 30, 2021 – 2025

Special Tax Levy and Collection				Special Tax Delinquencies [1]					
				At Fiscal Year End			As of June 4, 2025		
Fiscal Year Ending June 30	Parcels Levied	Annual Special Tax Levy	Total Annual Special Taxes Collected	No. of Parcels Delinquent	Amount Delinquent	Delinquency Rate	No. of Parcels Delinquent	Amount Delinquent	Delinquency Rate
2021	2,420	$2,692,414	$2,692,414	0	$0	0.0%	0	$0	0.0%
2022	2,425	2,691,954	2,691,954	0	0	0.0	0	0	0.0
2023	2,818	3,291,836	3,291,028	1	808	0.0	1	808	0.02
2024	2,827	3,250,550	3,244,509	7	6,041	0.2	4	3,245	0.10
2025	2,827	3,295,521	1,647,761	27	16,666	1.0	30	24,079	0.73

(1) Delinquent amounts shown above do not include any penalties, interest or fees. There are no delinquencies for any fiscal year prior to those shown.
Source: Placer County Tax Collector and Placer County 2024-25 Redemption Roll, as compiled by Willdan Financial Services.

Future delinquencies in the payment of property taxes (including the Special Taxes) with respect to property in the District could result in draws on the 2025 Reserve Account established for the 2025 Bonds, and perhaps, ultimately, a default in the payment on the 2025 Bonds. See "RISK FACTORS."

Direct and Overlapping Governmental Obligations

Priority of Lien. The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

There can be no assurance that the property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the City or some other public agency to finance additional public facilities, however no other special districts are currently contemplated by the City or the Master Developer.

Private liens, such as deeds of trust securing loans obtained by a property owner, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Overlapping Debt Statement. Contained within the boundaries of the District are certain overlapping local agencies providing public services. Many of these local agencies have outstanding debt. The direct and overlapping debt affecting the District as of _____ 1, 2025, is shown in the table below, a direct and overlapping debt report (the "**Debt Report**") prepared by California Municipal Statistics, Inc. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. These long-term obligations are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency. The amount shown reflects the amount outstanding as of the date indicated and does not reflect the amount of authorized but unissued debt.

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies that have outstanding debt as of the date of the Debt Report and whose territory overlaps the District; (2) the second column shows the percentage of the assessed valuation of the overlapping public agency identified in column 1 which is represented by property located within the District; and (3) the third column is an apportionment of the dollar amount of each public agency's outstanding debt (which amount is not shown in the table) to property in the District, as determined by multiplying the total outstanding debt of each agency by the percentage of the public agency's assessed valuation represented in column 2.

City Overlapping Services Districts. Taxable Property within the District is also included in two community facilities districts and one landscaping and lighting district, each heretofore formed by the City, which are generally applicable to and encompass various major planning areas annexed to the City. Community Facilities District No. 1 ("**CFD No. 1**") was formed by the City to fund fire protection services throughout various annexed territories within the City and imposes an annual services special tax on all parcels, including commercial, multi-family, industrial and business park parcels. The fiscal year 2025-26 annual special tax ranges from $70.00 to $1,264.62.

Community Facilities District No. 5 ("**CFD No. 5**") was formed by the City to fund street and parkway light maintenance, streetscape and open space maintenance and park maintenance within certain annexed territory. CFD No. 5 imposes an annual special tax for services which currently range from $47.88 to $1,994.82 per single family parcel in Whitney Ranch for fiscal year 2025-26. The actual maximum is dependent on the number of final subdivision parcels "realized" as compared to the number originally planned.

Landscape and Lighting District No. 2 ("**LLD No. 2**") also encompasses property within the District and levies and collects an annual assessment which currently ranges from $5.00 to $90.38 per single family residential unit in Whitney Ranch Phase I and from $76.16 to $654.04 per single family residential unit in Whitney Ranch Phase II (with an equivalent per dwelling unit tax being assessed to multi-family properties) for fiscal year 2025-26 for maintenance of interior street lighting and landscape maintenance costs.

The special tax to be levied annually by CFD No. 1 commences with respect to a given parcel only upon completion of a structure on that parcel. The special tax annually levied by CFD No. 5 and the annual assessment levied by LLD No. 2 may be imposed at any time following annexation.

The range of charges for single family residences in the above districts, regardless of Whitney Ranch overlap, for fiscal year 2025-26 are approximately as follows:

	Lowest	**Highest**
CFD No. 1	$70.00	$1,264.62
CFD No. 5	$47.88	$1994.82
LLD No. 2	$5.00	$654.04

Pursuant to authorization received from the qualified electors of the City at the general election held on November 3, 1998, and re-authorized at a general election held on November 6, 2018, the City Council levies a supplemental special parcel tax for parks and maintenance on improved single-family lots in the amount of $30 annually, on improved multi-family parcels in the amount of $20 per unit annually, and on affordable senior citizen units, as well as unimproved single and multi-family parcels which are included in a subdivision final map filed with the City, in the amount of $10 per unit.

Other Overlapping Special Tax and Assessment Districts. A community facilities district established by the Rocklin Unified School District (the "**School CFD No. 3**") overlaps taxable properties which are located within and which are subject to the Special Taxes imposed by the District. The rate and method of apportionment of special taxes applicable to the School CFD No. 3 applies to residential property only. The maximum special tax that may be levied, in fiscal year 2022-23, against each single family developed parcel is expected to be $908.05, with two percent increases per year. If necessary, the undeveloped approved parcels may be assigned a back-up tax rate up to the corresponding developed parcel rate. School CFD No. 3 received voter authorization to issue $36,000,000 in special tax bonds. Bonds have been issued for School CFD

No. 3, the special taxes levied on parcels within School CFD No. 3 are being used for debt service on the Rocklin Unified School District CFD No. 3 bonds outstanding in the amount of $21,032,787, as indicated in footnote 1 to Table 7.

Other overlapping assessments for the taxable properties encompassed by the District include annual assessment levies which are imposed by the Placer County Water Agency and by the Placer County Mosquito Abatement District. These levies are projected to total approximately $31.90 per single family parcel for Fiscal Year 2022-23.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. The purpose would likely be to finance additional regional or local public improvements or services. The lien created on the land within the District through the levy of such additional taxes or assessments may be on parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Master Developer or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be in a junior position to the lien of the Special Tax.

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Estimated Effective Tax Rate on Single Family Home

The Tax Consultant has estimated that the projected overall effective tax rate for a single-family residential property in the District with a median complete assessed value is approximately 1.60% for Fiscal Year 2025-26, as shown in the following table. This figure may be slightly higher for certain parcels, including parcels participating in a solar assessment financing program (PACE program) offered by the County.

Table 6
Effective Tax Rates in the District
Projected Sample Property Tax Bill for Median-Assessed Value
Single-Family Property for Fiscal Year 2025-26 (1)

ASSESSED VALUATION AND PROPERTY TAXES	
Assessed Value	$676,518.00
Less: Homeowner's Exemption	(7,000.00)
Assessed Values	***$669,518.00***
Ad Valorem Tax Rate	**1.091114%**
AD VALOREM PROPERTY TAXES	
GENERAL PURPOSE/VOTER-APPROVED DEBT	*$7,305.21*
ASSESSMENTS, SPECIAL TAXES AND PARCEL CHARGES(2)	
Placer Mosquito & Vector Control	$34.86
City of Rocklin Park Development and Maintenance	30.00
City of Rocklin LLD #2 (3)	273.18
City of Rocklin CFD#1 MR (3)	390.66
City of Rocklin CFD#5 MR (3)	727.58
City of Rocklin CFD#10 (3)	1,005.86
Rocklin Unified School CFD#3 MR	944.80
Subtotal: Assessments, Special Taxes and Parcel Charges	***$3,406.94***
Total Property Taxes	***$10,712.15***
Total Effective Tax Rate	**1.60%**

(1) Projected Fiscal year 2025-26 Property Tax Rate for a Single Family detached unit. Represents the FY 2024-25 Ad Valorem Tax Rate for Tax Rate Area 004-089 assuming no change in the tax rate for FY 2025-26, subject to change annually.
(2) Assumes no PACE related Special Tax.
(3) Charges are for the Fiscal Year 2025-26 levy. CFD# 1 and CFD#5 historically charged at Maximum Tax.
Source: Placer County Tax Collector as compiled by Willdan Financial Services.

RISK FACTORS

The purchase of the 2025 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks which should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2025 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the 2025 Reserve Account or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2025 Bonds. The 2025 Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the 2025 Reserve Account and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY FOR THE BONDS." Any tax for the payment of the 2025 Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

Remaining Property Development

Taxable land in the District is largely built-out and owned by individual homeowners. Continuing development of the remaining undeveloped parcels in the District may be adversely affected by changes in general or local economic conditions, fluctuations in or a deterioration of the real estate market, increased construction costs, development, financing and marketing capabilities of the merchant homebuilders active in the community, water or electricity shortages, discovery on the undeveloped property of any plants or animals in their habitat that have been listed as endangered species, changes in laws, and other factors outside the control of the owners of land in the District. Development in the District may also be affected by development in surrounding areas, which may compete with the property in the District. See "–Property Values and Property Development."

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Special Tax Formula. In addition, the Act provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction, or by gift or devise, that is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. It is possible that property acquired by a public entity following a tax sale or foreclosure based upon failure to pay taxes could become exempt from the Special Tax. In addition, the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property, for outstanding Bonds only, is to be treated as if it were a special assessment. The constitutionality and operation of these provisions of the Act have not been tested.

In particular, insofar as the Act requires payment of the Special Tax by a federal entity acquiring property within the District, it may be unconstitutional. If for any reason property within the District becomes exempt from taxation by reason of ownership by a nontaxable entity such as the federal government or another public agency, subject to the limitation of the Maximum Special Tax, the Special Tax will be reallocated to the remaining taxable properties within the District. This would

result in the owners of such property paying a greater amount of the Special Tax and could have an adverse impact upon the timely payment of the Special Tax. Moreover, if a substantial portion of land within the District becomes exempt from the Special Tax because of public ownership, or otherwise, the maximum rate that could be levied upon the remaining acreage might not be sufficient to pay principal of and interest on the 2025 Bonds when due and a default would occur with respect to the payment of such principal and interest

Property Values and Property Development

The value of Taxable Property within the District is a critical factor in determining the investment quality of the 2025 Bonds. If a property owner defaults in the payment of the Special Tax, the District's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land development and land values could be adversely affected by economic and other factors beyond the District's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

Neither the Underwriter nor the City has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District is issuing the 2025 Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the 2025 Bonds in no way imply that the District or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2025 Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2025 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "ESTIMATED VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Lien Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the 2025 Bonds, prospective purchasers should evaluate the risks of noncompletion.

Neither the Master Developer nor any merchant homebuilder active in the community provides assurances to the City that the remaining undeveloped portions of the project will be developed or that sources of financing that will actually be available to the Master Developer or the applicable merchant homebuilder will be sufficient to complete its currently projected development. Neither the Master Developer nor any merchant homebuilder active in the community has an

obligation to the City or to owners of the 2025 Bonds to complete its development project in the District.

***Risks of Real Estate Investment Generally*.** Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

***Natural Disasters*.** The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfire or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought Conditions. In recent years, California has experienced significant droughts that have resulted in severe impacts to California's water supplies and their ability to meet all the demands for water in the State. The City cannot predict how long any future drought will last or what effect drought conditions could have on the willingness of property taxpayers in the District to pay their Special Taxes.

***Hazardous Substances*.** Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them. A "Phase 1" environmental site assessment was prepared for the property in the District (not including the specific plan Phase 3 property), which did not indicate the presence of any hazardous substance or other environmental concerns within the District.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements

already received, the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

Wildfires and Fire Insurance

Wildfires. In the past, drought conditions in the State (see "Property Values and Property Development – Drought" above) have led to increased risk of wildfire. In particular, certain electrical operators in the State have seen their distribution/transmission lines cause billions of dollars in property damage and the loss of lives. In 2023, as in several prior years, for example, devastating wildfires burned in various communities in California, causing wide-spread damage. In 2025, communities in Los Angeles County, including Pacific Palisades, Malibu and Altadena, experienced widespread devastation from wildfires causing losses of life, thousands of burned homes, and billions of dollars in property damage. Although not located in a very high fire hazard severity zone, no assurance can be given that wildfires will not erupt in the District and negatively impact development of property in the District or willingness and ability to pay property taxes in the future.

On January 16, 2025, Governor Gavin Newsom issued Executive Order N-10-25 (the "Governor's Order") which canceled penalties, costs and interest on overdue property taxes (including special taxes) within certain zip codes affected by the Palisades Fire and the Altadena Fire during calendar year 2025. This will likely cause a delay in the payment of special taxes by certain property owners in any community facilities districts affected by Governor's Order. Unless the majority of property owners within the community facilities districts pay their special taxes voluntarily or have mortgage impound accounts, it is likely that the community facilities districts will need to draw upon a reserve fund to make debt service payments on outstanding bonds prior to the expiration of the Governor's Order and it is possible that outstanding bonds will experience a payment default. In the event of a major fire or other natural disaster affecting the District, a similar order affecting the District could impact the debt service payment for the 2025 Bonds.

Fire Insurance. Fire insurance has become increasingly costly for homeowners, with several major insurers no longer willing to insure homes in California. In many instances existing policies are not being renewed, or if renewed and subject to substantial increases in premium cost. Should homeowners within the District be unable to obtain fire insurance or face high premium costs, they may be resistant to a new home purchase or not be able to qualify for a mortgage, which in turn may affect the rate of home sales within the District. Although to the City's knowledge, homeowners have not experienced issues obtaining fire insurance when purchasing homes in the District, no assurance can be given that going forward fire insurance will be readily available at a reasonable price to homeowners within the District.

Enforceability of Remedies

The remedies available to the Fiscal Agent and the registered owners of the 2025 Bonds upon a default under the Fiscal Agent Agreement or any other document described in this Official Statement are in many respects dependent upon regulatory and judicial actions that are often subject to discretion and delay. Under existing law and judicial decisions, the remedies provided for under such documents may not be readily available or may be limited. Any legal opinions to be delivered concurrently with the issuance of the 2025 Bonds will be qualified to the extent that the enforceability of the legal documents with respect to the 2025 Bonds is subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion. A California court may not strictly apply certain remedies or enforce certain covenants if it concludes that application or enforcement would be unreasonable under the circumstances and it may delay the application of such remedies and enforcement.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2025 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the maximum annual Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2025 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax formula set forth in the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

***Legal Requirements*.** Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could

result in a deficiency in the collection of Special Tax revenues. See "– Tax Delinquencies" below. For a summary of recent Special Tax collection and delinquency rates in the District, see "THE DISTRICT – Special Tax Collection and Delinquency Rates."

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary ad valorem property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY FOR THE BONDS – Delinquent Payments; Foreclosure Covenant" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary ad valorem property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2025 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the 2025 Reserve Account is depleted. See "SECURITY FOR THE BONDS – Delinquent Payments; Foreclosure Covenant."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY FOR THE BONDS — Delinquent Payments; Foreclosure Covenant," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2025 Bonds (including Bond

Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2025 Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the 2025 Reserve Account established for the 2025 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2025 Reserve Account for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2025 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the 2025 Reserve Account could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the 2025 Reserve Account for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2025 Bonds on a timely basis.

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. In general, the liens of these other taxes and assessments are independent and co-equal to the lien securing the Special Taxes. See "ESTIMATED VALUE OF PROPERTY WITHIN THE DISTRICT – Priority of Lien."

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the City or some other public agency to finance additional public facilities. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2025 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the 2025 Reserve Account.

In the event of non-payment of Special Taxes, funds in the 2025 Reserve Account, if available, may be used to pay principal of and interest on the 2025 Bonds. If funds in the 2025 Reserve Account are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2025 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2025 Reserve Account will be depleted and not be replenished by the levy of the Special Tax.

See "SECURITY FOR THE BONDS — Delinquent Payments; Foreclosure Covenant" for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also "SECURITY FOR THE BONDS — Special Tax Methodology – Limitation on Increases of Special Tax Levy" for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

Disclosure to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax, even if the value of the property is sufficient to justify payment, may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a Notice of Special Tax Lien to be recorded in the Office of the Recorder for the County against the real property in the District. Although title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation when purchasing real property within the District or lending money thereon, as applicable.

California Civil Code Section 1102.6b requires that, in the case of transfers, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special

Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

No Acceleration Provisions

The 2025 Bonds do not contain a provision allowing for the acceleration of the 2025 Bonds in the event of a payment default or other default under the terms of the 2025 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bond holder is given the right for the equal benefit and protection of all Bond holders similarly situated to pursue certain remedies. So long as the 2025 Bonds are in book-entry form, DTC will be the sole Bond holder and will be entitled to exercise all rights and remedies of Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See "Property Values and Property Development – Land Development" above. See also "Proposition 218" below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the Special Tax Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act." Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the 2025 Bonds were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the 2025 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the "CCFD") established by the City of San Diego. The CCFD is a financing district established under the City's charter (the "Charter") and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City's Charter and with applicable provisions of the California Constitution -- specifically Article XIIIA, section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district….") and Article XIIIC, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were no registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election in the District.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

> 53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters….

> 53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] … shall …. be commenced within 30 days after the voters approve the issuance of the bonds or the special tax …

Landowner voters approved the Special Taxes and the issuance of bonds for the District in compliance with all applicable requirements of the Mello-Roos Act. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired.

Because the *San Diego* Court expressly stated that it did not consider the facts presented by the District and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Changes in Law

There can be no assurance that the California electorate will not at some future time adopt initiatives or that the Legislature will not enact legislation that will amend the Act or other laws or the Constitution of the State resulting in a reduction of Special Tax Revenues available to pay debt service on the 2025 Bonds.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," interest on the 2025 Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the 2025 Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. In addition, current and future legislative proposals, if enacted into law, may cause interest on the 2025 Bonds to be subject, directly or indirectly, to federal income taxation by, for example, changing the current exclusion or deduction rules to limit the aggregate amount of interest on state and local government bonds that may be treated as tax exempt by individuals. Should such an event of taxability occur, the 2025 Bonds are not subject to special redemption and will remain outstanding until maturity or until redeemed under other provisions set forth in the Fiscal Agent Agreement.

Secondary Market

There can be no guarantee that there will be a secondary market for the 2025 Bonds, or, if a secondary market exists, that the 2025 Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon the then prevailing circumstances.

Public Health Emergencies and Perceptions

In recent years, public health authorities have increasingly focused on pandemic diseases such as the COVID-19, resulting in a greater public concern of new or ongoing health emergencies or threats posed by outbreaks of disease and other public health threats. Pandemic diseases or perceptions of imminent serious disease outbreaks arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and personal

financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or the District, or the administration of the Bonds. The City is also reliant on other entities and service providers in connection with the administration of the Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City, the District and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Bonds Subject to Special Mandatory Redemption from Prepayments

The 2025 Bonds are subject to mandatory redemption from prepayment of special taxes. Such prepayments could be made by any of the owners of any of the property within the District, including the Master Developer, merchant homebuilders active in the community and individual property owners. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an over-lapping special assessment district or community facilities district. The resulting redemption of 2025 Bonds that were purchased at a price greater than the applicable redemption price could reduce the otherwise expected yield on such 2025 Bonds.

One undeveloped property owner in the District, Rocklin 688 LP Lessee Et Al, prepaid its special tax obligation in the approximate amount of $1.3 million in 2022. There has been no prepayments since 2022.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIIIA of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIIIA requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIIIA of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIIIB of the State Constitution. Article XIIIB prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall LLP, as Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2025 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2025 Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations

such as the 2025 Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2025 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2019 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2019 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2019 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2025 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2019 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2025 Bonds who purchase the 2025 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2025 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2025 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2025 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2025 Bond (said term being the shorter of the 2025 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2025 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2025 Bond is amortized each year over the term to maturity of the 2025 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2025 Bond premium is not deductible for federal income tax purposes. Owners of premium 2025 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2025 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2025 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2025 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2025 Bonds.

It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2025 Bonds, or as to the consequences of owning or receiving interest on the 2025 Bonds, as of any future date. Prospective purchasers of the 2025 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2025 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2025 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2025 Bonds, the ownership, sale or disposition of the 2025 Bonds, or the amount, accrual or receipt of interest on the 2025 Bonds.

RATING[S]

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), assigned the 2025 Bonds the municipal bond rating of "____" with the understanding that upon delivery of the 2025 Bonds, a policy insuring the payment of principal and interest on the 2025 Bonds will be issued by the Bond Insurer. S&P has assigned the underlying rating of "___" to the 2025 Bonds. Such rating reflects only the views of S&P and any desired explanation of the significance of such rating should be obtained from S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price for the 2025 Bonds.

CONTINUING DISCLOSURE

The City will covenant for the benefit of owners of the 2025 Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) commencing not later than April 1, 2026 with the report for the 2024-25 fiscal year (the "**Annual Report**"), and to provide notices of the occurrence of certain listed events. The specific nature of the information to be contained in the Annual Report or the notices of listed events is summarized in "APPENDIX D – Form of Continuing Disclosure Certificate," attached to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**").

The City and its related governmental entities have previously entered into numerous disclosure undertakings under the Rule in connection with the issuance of long-term obligations. During the previous five years, the City and its related governmental entities have complied in all material respects with their continuing disclosure undertakings under the Rule, except that certain filings were not correctly linked to all CUSIPs of a series of bonds that are no longer outstanding. All

information required to have been filed in accordance with prior continuing disclosure undertakings has now been filed with respect to obligations that remain outstanding.

CONCLUDING INFORMATION

Underwriting

The 2025 Bonds are being purchased by Piper Sandler & Co., as underwriter (the "**Underwriter**"). The Underwriter have agreed to purchase the 2025 Bonds at a price of $_____ (representing the principal of amount of the Bonds, plus [net] original issue premium of $_____, and less an Underwriter's discount of $_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2025 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the inside cover page hereof.

The Underwriter may offer and sell 2025 Bonds to certain dealers and others at a price lower than the offering price stated on the inside cover page of this Official Statement. The offering price may be changed from time to time by the Underwriter.

Piper Sandler & Co., the Underwriter of the 2025 Bonds, has entered into a distribution agreement ("Distribution Agreement") with Charles Schwab & Co., Inc. ("CS&Co") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to the Distribution Agreement, CS&Co. will purchase 2025 Bonds from Piper Sandler at the original issue price less a negotiated portion of the selling concession applicable to any 2025 Bonds that CS&Co. sells.

Municipal Advisor

The City has retained the services of Urban Futures, Inc., as municipal advisor in connection with the sale of the 2025 Bonds. The municipal advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

Legal Matters

The final approving opinion of Jones Hall LLP, as Bond Counsel, will be delivered at the time of delivery of the 2025 Bonds. A copy of the proposed form of Bond Counsel's final approving opinion with respect to the 2025 Bonds is attached hereto as APPENDIX C. In addition, certain legal matters will be passed on by Jones Hall LLP, as Disclosure Counsel and Stradling Yocca Carlson & Rauth LLP, as Underwriter's Counsel. Certain legal matters will be passed on for the City by the City Attorney. *Compensation paid to Bond Counsel, Disclosure Counsel and Underwriter's Counsel is contingent upon the sale and delivery of the 2025 Bonds.*

No Litigation

There is no action, suit or proceeding known to the City to be pending and notice of which has been served upon and received by the City, or threatened, restraining or enjoining the execution or delivery of the 2025 Bonds or the Fiscal Agent Agreement or in any way contesting or affecting the validity of the foregoing or any proceedings of the City taken with respect to any of the foregoing.

Miscellaneous

All of the preceding summaries of the Fiscal Agent Agreement, the Act, other agreements and other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers of the 2025 Bonds. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement has been duly authorized by the City Council.

CITY OF ROCKLIN

By: _____
City Manager

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B

SUPPLEMENTAL INFORMATION – CITY OF ROCKLIN AND COUNTY OF PLACER

*The following information concerning the City of Rocklin (the "**City**") and the County of Placer (the "**County**"), is included only for the purpose of supplying general information. The 2025 Bonds are not a debt of the City, the County, the State of California (the "**State**") or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor, except to the extent of the Special Tax Revenues and other amounts pledged by the City to the 2025 Bonds as described in this Official Statement.*

General

The City. The City was Incorporated in 1893 as a general law city, the City is located in the County on Interstate 80, 20 miles northeast of Sacramento, 105 miles northeast of San Francisco, 90 miles southwest of Lake Tahoe and 120 miles southwest of Reno. Rocklin's climate closely tracks that of the Sacramento Metropolitan region. It is characterized by comfortable fall and spring temperatures in the 70's and warm summers. Annual rainfall is 21 inches per year. The estimated population of Rocklin as of January 1, 2024 was approximately 71,609.

The County. The County, which covers an estimated area of 1,500 square miles, is bordered by the State of Nevada on the east, Nevada County on the north, Yuba and Sutter Counties on the west and by Sacramento and El Dorado Counties on the south. Placer County is included (along with Sacramento County and El Dorado County in the three-county Sacramento Metropolitan Statistical Area. There are six incorporated cities in Placer County, of which four (Auburn, Lincoln, Rocklin and Roseville) have populations of 10,000 or more, with Auburn being the county seat.

The California Legislature approved the formation of Placer County in 1851 from portions of what were then Sutter and Yuba Counties. It is a charter county divided into five districts on the basis of registered voters and population. Placer County is governed by a five-member, non-partisan Board of Supervisors who serves alternate four-year terms. The Supervisors elect one of the members as chairman annually and make program and policy decisions for the county. Placer County's administration includes appointed and elected officials, boards, commissions, and committees that assist the Board of Supervisors in making decisions.

A wide range of services is provided by Placer County to its residents, including deputy sheriff and fire protection, medical and health services, education, library services, judicial institutions, a variety of public assistance programs and other programs. Additional services are provided to residents in specific areas by special districts and service or improvement areas. Some municipal services are provided to incorporated cities within the county's boundaries on a contract basis. This permits cities to contract for services without incurring the cost of creating numerous city departments and facilities.

Topography and Climate

The County offers a great variety of elevations and terrain. From a minimum of 40 feet above sea level in the southwestern corner of the County near the City of Roseville, the land rises to an elevation of 9,000 feet at the summit of the Sierra Nevada Mountains, near the County's northeastern boundary. The western portion of the County, an area of rolling foothills, provides the site for several large industrial areas and a major railroad marshaling and switching yard. To

the northeast, the terrain becomes more mountainous, advancing from orchard land to high elevation timberland. The eastern side of the County, particularly the area surrounding Lake Tahoe, provides a setting for high-altitude winter sports and summer recreational activities. Over much of its length, the County is bounded by the American and Bear Rivers.

The climate in the lower elevations is generally characterized by warm summers and mild winters. The higher elevations experience the extremes of winter typical of such climes. In the more populated areas, monthly averages of daily extreme temperatures range from 39 degrees Fahrenheit minimum to 52 degrees Fahrenheit maximum in January, and 58 degrees Fahrenheit and 90 degrees Fahrenheit in July. The average annual rainfall is 36 inches, with an average annual snowfall of 216 inches in the Lake Tahoe area. Approximately 90% of average annual rainfall occurs in the six-month period extending from November to April.

Population

The following table shows population estimates for the City, the County and the State for the last five years.

CITY OF ROCKLIN, PLACER COUNTY AND STATE OF CALIFORNIA
Population Estimates
Calendar Years 2021 through 2025 as of January 1

Year (January 1)	City of Rocklin	Placer County	State of California
2021	71,816	407,282	39,369,530
2022	72,016	409,924	39,179,680
2023	71,472	410,319	39,228,444
2024	72,967	420,436	39,420,663
2025	73,172	421,446	39,529,101

Source: State Department of Finance.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 3.2 percent in April 2022, down from a revised 3.7 percent in March 2022, and below the year-ago estimate to 7.2 percent. This compares with an unadjusted unemployment rate of 3.8 percent for California a 3.3 percent for the nation during the same period. The unemployment rate was 2.8 percent in El Dorado County, 2.4 percent in Placer County, 3.5 percent in Sacramento County, and 3.2 percent in Yolo County.

The table below shows the Sacramento-Roseville-Arden-Arcade MSA's labor patterns during 2019 through 2023.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento-Arden-Arcade-Roseville MSA
(El Dorado, Placer, Sacramento, Yolo Counties)
(Annual Averages)
(March 2023 Benchmark)

	2019	2020	2021	2022	2023
Civilian Labor Force (1)	1,099,300	1,093,500	1,105,400	1,112,100	1,129,200
Employment	1,059,200	996,600	1,034,400	1,069,700	1,080,500
Unemployment	40,100	96,900	71,000	42,400	48,600
Unemployment Rate	3.7%	8.9%	6.4%	3.8%	4.3%
Wage and Salary Employment (2)					
Agriculture	8,700	8,300	9,000	8,600	9,100
Mining and Logging	500	500	500	500	500
Construction	69,400	70,200	74,900	77,100	74,700
Manufacturing	36,800	36,100	37,700	40,600	40,500
Wholesale Trade	28,600	26,600	26,900	28,300	28,500
Retail Trade	100,500	95,100	100,600	100,300	99,000
Transportation, Warehousing and Utilities	32,200	34,300	37,500	40,800	41,600
Information	11,900	10,200	10,100	10,500	9,900
Finance and Insurance	35,200	34,800	34,100	33,000	30,500
Real Estate and Rental and Leasing	17,300	16,900	17,700	18,800	18,400
Professional and Business Services	137,200	132,600	137,200	139,700	134,400
Educational and Health Services	166,600	164,000	168,800	175,600	188,700
Leisure and Hospitality	109,600	83,900	93,600	108,700	112,500
Other Services	35,400	31,000	33,300	36,100	38,300
Federal Government	14,200	14,800	14,500	14,400	14,500
State Government	121,900	121,700	127,300	129,800	134,400
Local Government	105,300	98,900	98,400	102,700	107,400
Total, All Industries (3)	1,031,200	979,800	1,021,900	1,065,400	1,083,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Largest Employers

The following tables show the largest major employers in the City and the County.

CITY OF ROCKLIN
Major Employers
As of June 30, 2024

Employer	Number of Employees
Sierra Joint Community College District	1,200
S.E. Scher Corporation	663
Oracle America, Inc.	500
American Healthcare Admin. Services, Inc.	490
United Natural Foods, Inc. (UNFI)	385
Pacific Secured Equities	300
JELD-WEN	211
Educational Media Foundation (K-LOVE Radio)	200
SMA Solar Technology	200
Verifone	180

Source: City of Rocklin Comprehensive Annual Financial Report for fiscal year ended June 30, 2024.

MAJOR EMPLOYERS
Placer County
(In Alphabetical Order)
July 2025

Employer Name	Location	Industry
Backyard Bar & BBQ	Truckee	Restaurants
City of Roseville	Roseville	Alternative Fuels
City of Roseville California	Roseville	City Government-Executive Offices
Costco Wholesale	Roseville	Wholesale Clubs
Golfland Sunsplash Roseville	Roseville	Golf Courses-Miniature
Keller Williams Northeast	Roseville	Real Estate
Northstar California	Truckee	Resorts
Oracle	Rocklin	Software/Application/Platform Publishing
Palisades Tahoe At Alpine Mdws	Alpine Meadows	Skiing Centers & Resorts
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
Pride Industries	Roseville	Employment Agencies & Opportunities
Resort At Squaw Creek	Olympic Valley	Hotels & Motels
Roseville Toyota	Roseville	Automobile Dealers-New Cars
Save Mart Distribution Ctr	Roseville	Distribution Centers (whls)
Sheriff's Training	Auburn	Government Offices-County
Sierra Joint Cmnty Clg Dist	Rocklin	School Districts
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Med Ctr Fndtn	Roseville	Hospitals
Tasq Technology	Roseville	Importers (whls)
Thunder Valley Casino Resort	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads
Walmart Supercenter	Rocklin	Department Stores
Walmart Supercenter	Roseville	Department Stores

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2025 1st Edition.

Effective Buying Income

Effective buying income ("**EBI**") is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of Owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the County, the State and the United States.

The following table summarizes the total effective buying income for the County, the State and the United States for the period 2021 through 2025.

Effective Buying Income
As of January 1, 2021 through 2025

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2021	City of Rocklin	$2,903,635	$86,176
	Placer County	16,085,312	76,947
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Rocklin	$3,237,704	$95,491
	Placer County	18,491,490	88,051
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Rocklin	$3,362,611	$97,915
	Placer County	19,349,979	91,862
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Rocklin	$3,440,172	$98,031
	Placer County	20,125,715	93,505
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Rocklin	$3,539,413	$100,879
	Placer County	20,632,478	95,193
	California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

Employment and Industry

The unemployment rate in the Sacramento-Roseville-Folsom MSA was 5.3 percent in June 2025, up from a revised 4.3 percent in May 2025, and above the year-ago estimate of 4.8 percent. This compares with an unadjusted unemployment rate of 5.7 percent for California and 4.4 percent for the nation during the same period. The unemployment rate was 5.2 percent in El Dorado County, 4.6 percent in Placer County, 5.3 percent in Sacramento County, and 6.1 percent in Yolo County.

The table below provides information about employment rates and employment by industry type for the Sacramento MSA (which includes Sacramento, Placer, Yolo and El Dorado Counties) for the calendar years 2019 through 2023.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento-Arden-Arcade-Roseville MSA
(El Dorado, Placer, Sacramento, Yolo Counties)
(Annual Averages)
(March 2023 Benchmark)

	2019	2020	2021	2022	2023
Civilian Labor Force [1]	1,099,300	1,093,500	1,105,400	1,112,100	1,129,200
Employment	1,059,200	996,600	1,034,400	1,069,700	1,080,500
Unemployment	40,100	96,900	71,000	42,400	48,600
Unemployment Rate	3.7%	8.9%	6.4%	3.8%	4.3%
Wage and Salary Employment [2]					
Agriculture	8,700	8,300	9,000	8,600	9,100
Mining and Logging	500	500	500	500	500
Construction	69,400	70,200	74,900	77,100	74,700
Manufacturing	36,800	36,100	37,700	40,600	40,500
Wholesale Trade	28,600	26,600	26,900	28,300	28,500
Retail Trade	100,500	95,100	100,600	100,300	99,000
Transportation, Warehousing and Utilities	32,200	34,300	37,500	40,800	41,600
Information	11,900	10,200	10,100	10,500	9,900
Finance and Insurance	35,200	34,800	34,100	33,000	30,500
Real Estate and Rental and Leasing	17,300	16,900	17,700	18,800	18,400
Professional and Business Services	137,200	132,600	137,200	139,700	134,400
Educational and Health Services	166,600	164,000	168,800	175,600	188,700
Leisure and Hospitality	109,600	83,900	93,600	108,700	112,500
Other Services	35,400	31,000	33,300	36,100	38,300
Federal Government	14,200	14,800	14,500	14,400	14,500
State Government	121,900	121,700	127,300	129,800	134,400
Local Government	105,300	98,900	98,400	102,700	107,400
Total, All Industries [3]	1,031,200	979,800	1,021,900	1,065,400	1,083,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years for which data is available is shown in the following tables.

Total taxable transactions in the City during the first quarter of calendar year 2025 were reported to be $385,339,424, a 1.89% increase in total taxable transactions of $378,196,975 reported during the comparable quarter of calendar year 2024.

TAXABLE TRANSACTIONS
City of Rocklin
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	1,009	$1,157,752	1,997	$1,435,086
2021	968	1,289,399	1,788	1,743,231
2022	1,004	1,255,231	1,862	1,710,257
2023	974	1,142,826	1,813	1,705,542
2024	959	1,222,220	1,812	1,723,268

Source: State Department of Tax and Fee Administration.

The total taxable sales during the first quarter of calendar year 2025 in the County were reported to be $3,157,188,971, a 3.29% increase in the total taxable sales of $3,053,216,057 reported during the comparable quarter of calendar year 2023.

TAXABLE TRANSACTIONS
Placer County
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	9,165	$7,931,068	15,141	$10,319,123
2021	8,130	9,635,979	13,720	12,632,960
2022	8,201	10,072,596	14,163	13,392,761
2023	7,964	9,627,338	13,787	13,037,448
2024	7,978	9,678,521	13,958	13,328,138

Source: State Department of Tax and Fee Administration.

Construction

The County's 2025-26 assessment roll totaled $117,148,256,450 as compared to the prior year's assessment roll of $110,562,469,152 which reflected a 5.96% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the City and County for calendar years 2019 through 2023. Annual figures are not yet available for 2024.

City of Rocklin
Building Permit Valuation
(Valuation in Thousands of Dollars)

	2019	2020	2021	2022	2023
Permit Valuation					
New Single-family	$154,343.2	$164,808.5	$207,526.3	$85,215.5	$36,149.9
New Multi-family	0.0	0.0	0.0	37,035.7	0.0
Res. Alterations/Additions	4,495.6	4,262.7	5,809.6	5,721.2	4,687.9
Total Residential	158,838,8	169,808.5	213,335.9	127,972.4	40,837.8
New Commercial	8,203.4	16,964.5	5,910.8	1,068.0	40.9
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	14,406.1	15,594.8	18,136.0	23,554.5	10,935.9
Com. Alterations/Additions	12,255.7	11,778.1	11,651.0	14,738.6	18,416.6
Total Nonresidential	34,865.2	44,337.4	35,697.8	39,361.1	29,393.4
New Dwelling Units					
Single Family	439	423	608	231	115
Multiple Family	0	0	0	327	0
Total New Dwelling Units	439	423	608	558	115

Source: Construction Industry Research Board, Building Permit Summary.

PLACER COUNTY
Building Permit Valuation
(Valuation in Thousands of Dollars)

	2019	2020	2021	2022	2023
Permit Valuation					
New Single-family	$693,647.7	$827,822.1	$1,323,114.6	$1,193,148.4	$1,128,885.0
New Multi-family	7,896.7	72,442.8	11,183.1	40,312.6	90,008.1
Res. Alterations/Additions	86,964.2	52,440.8	107,613.1	82,331.3	123,244.1
Total Residential	788,508.6	952,705.7	1,441,910.8	1,315,792.3	1,342,137.2
New Commercial	73,609.7	58,855.0	52,238.1	105,124.2	82,889.3
New Industrial	268.7	25.0	1,155.5	0.0	1,917.2
New Other	110,951.1	76,576.0	73,032.7	116,224.1	143,354.2
Com. Alterations/Additions	78,159.7	49,149.7	58,371.2	80,371.0	89,283.0
Total Nonresidential	262,989.2	184,605.7	184,797.5	301,719.3	317,443.7
New Dwelling Units					
Single Family	2,080	2,552	4,176	3,701	2,959
Multiple Family	71	540	66	351	1,588
TOTAL	2,151	3,092	4,242	4,052	4,547

Source: Construction Industry Research Board, Building Permit Summary.

Transportation

The County's transportation network is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the County, connecting San Francisco to New York. Highway 65 runs north from I-80 to Lincoln and Marysville. Interstate 5, which is west of the County, runs north to Seattle and south to Los Angeles. In the City, the major highways in the area are Interstate 80 and Interstate 5, and State Highways 65, 50, and 99. Major highways connect Rocklin with several major and minor cities in the region

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City of Roseville less than 1 mile from the City of Rocklin, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport is located 17 miles west of Roseville via I-80 and I-5. Served by ten major carriers and several commuter airlines, as well as air freight carriers, Metro handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length. Lincoln Municipal Airport is located nine miles north of Roseville and offers fueling and maintenance services to private aircraft. Lincoln Municipal has an elevation of 119 feet and a 6,000 foot runway. Corporate aviation and fixed based operations from Lincoln Municipal provide daily service to the San Francisco Bay area.

Several trucking companies serve the County, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

The Port of Sacramento is located approximately 29 miles from the City of Rocklin. The Port handles ocean-going freighters via San Francisco Bay. Warehouses and conveyor systems are equipped with vacuum dust collectors, permitting rapid loading of ordinary dusty commodities without environmental pollution. A $46 million expansion project will accommodate the majority of the bulk cargo vessels, as well as general container cargo vessels.

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

_____, 2025

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

OPINION: $_____ City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2025

Members of the City Council:

We have acted as bond counsel to the City of Rocklin (the "City") in connection with the issuance by the City of its City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2025 (the "Bonds"). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

The Bonds are issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being sections 53311 et seq. of the California Government Code (the "Act"), and that certain Fiscal Agent Agreement, dated as of July 1, 2015, by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the "Fiscal Agent"), as supplemented and amended by Supplemental Agreement No. 1 to the Fiscal Agent Agreement dated as of May 1, 2019, Supplemental Agreement No. 2 to the Fiscal Agent Agreement dated as of June 1, 2022, and Supplemental Agreement No. 3 to the Fiscal Agent Agreement dated as of October 1, 2025 (collectively, the "Fiscal Agent Agreement"). Under the Fiscal Agent Agreement, the City has pledged certain revenues ("Special Tax Revenues") for the payment of principal, premium (if any) and interest on the Bonds when due.

Regarding questions of fact material to our opinion, we have relied on representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement, and perform the agreements on its part contained therein and issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City, enforceable against the City.

4. The Fiscal Agent Agreement creates a valid lien on the Special Tax Revenues and other funds pledged by the Fiscal Agent Agreement for the security of the Bonds, on a parity with other bonds issued or to be issued in accordance with the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Interest on the Bonds may be subject to the corporate alternative minimum tax. We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in accordance with principles of equity or otherwise in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or any court; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations, opinions, and covenants referenced above.

Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$_____
CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS, SERIES 2025

This CONTINUING DISCLOSURE CERTIFICATE (this "**Disclosure Certificate**") is executed and delivered by the CITY OF ROCKLIN (the "**City**") in connection with the execution and delivery of the bonds captioned above (the "**2025 Bonds**"). The 2025 Bonds are issued pursuant to that certain Fiscal Agent Agreement, dated as of July 1, 2015, by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the "**Fiscal Agent**"), as supplemented and amended by Supplemental Agreement No. 1 to the Fiscal Agent Agreement dated as of May 1, 2019, Supplemental Agreement No. 2 to the Fiscal Agent Agreement dated as of June 1, 2022 and Supplemental Agreement No. 3 to the Fiscal Agent Agreement dated as of October 1, 2025 (collectively, the "**Fiscal Agent Agreement**").

The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the 2025 Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Annual Report Date" means the date that is nine months after the end of the City's fiscal year (currently April 1 based on the City's fiscal year end of June 30).

"Dissemination Agent" means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the 2025 Bonds.

"Participating Underwriter" means Piper Sandler & Co., as the original underwriter of the 2025 Bonds required to comply with the Rule in connection with offering of the 2025 Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2026, with the report for the 2024-25 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) to the MSRB in a timely manner, in an electronic format as prescribed by the MSRB, a notice to such effect.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the City for the preceding fiscal year, substantially similar to that provided in the corresponding tables in the Official Statement:

(i) Principal amount of outstanding 2025 Bonds and parity debt.

(ii) Statement of projected draw, if any, on the 2025 Reserve Account.

(iii) Balance in other funds and accounts held by the City or Fiscal Agent related to the Bonds.

(iv) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.

(v) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.

(vi) Notwithstanding the June 30th reporting date for the Annual Report, the following information, which shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of June 30th:

(A) Identity of each delinquent taxpayer responsible for 5% or more of total special tax levied.

(B) With respect to each taxpayer identified in clause (A), assessed value of applicable properties, amount of Special Tax levied, amount delinquent by owner and status of foreclosure proceedings (if any foreclosure has been completed, summary of results of foreclosure sales or transfers).

(vii) Most recently available total assessed value of all parcels in the District subject to the Special Tax, together with value to bonded debt ratio, broken out by (A) Developed Property, consisting of (i) single-family residential property with improvement values, (ii) single-family residential property without improvement values, (iii) other developed property, and (B) Undeveloped Property, substantially in the form of Table 2.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the 2025 Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (see clause (e) for definition of “financial obligation”).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (see clause (e) for definition of "financial obligation").

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of the Listed Event described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected 2025 Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the 2025 Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2025 Bonds. If such termination occurs prior to the final maturity of the 2025 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the 2025 Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the 2025 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the 2025 Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the 2025 Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in

any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the 2025 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. (a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder, and shall not be deemed to be acting in any fiduciary capacity for the City, the 2025 Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2025 Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the 2025 Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2025

CITY OF ROCKLIN, for and on behalf of City of Rocklin Community Facilities District No. 10 (Whitney Ranch)

By: _____

Name: _____

Title: _____

Acknowledged and Agreed to by:

Willdan Financial Services, as
Dissemination Agent

By:

_____
Authorized Officer

APPENDIX E

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

Book-Entry System

DTC will act as securities depository for the 2025 Bonds. The 2025 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered 2025 Bond will be issued for each maturity of the 2025 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants (the "**Participants**") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. "**Direct Participants**" include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

Purchases of the 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2025 Bond ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2025 Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2025 Bonds, except in the event that use of the book-entry system for the 2025 Bonds is discontinued. To facilitate subsequent transfers, all 2025 Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of 2025 Bonds with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the 2025 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed. Neither DTC nor Cede & Co. will consent or vote with respect to the 2025 Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to an issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, mandatory redemption and interest payments on the 2025 Bonds will be made to DTC. DTC's practice is to credit Direct Participants' accounts on payment dates in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the date payable. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the City or the Fiscal Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be responsibility of Direct and Indirect Participants.

The City cannot and does not give any assurances that DTC, DTC Participants or others will distribute payments of principal, interest or premium with respect to the 2025 Bonds paid to DTC or its nominee as the registered owner, or will distribute any redemption notices or other notices, to the Beneficial Owners, or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. The City is not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a Beneficial Owner with respect to the 2025 Bonds or an error or delay relating thereto.

The foregoing description of the procedures and record-keeping with respect to beneficial ownership interests in the 2025 Bonds, payment of principal, interest and other payments on the 2025 Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in such 2025 Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Discontinuance of Book-Entry System

DTC may discontinue providing its services with respect to the 2025 Bonds at any time by giving notice to the Fiscal Agent and discharging its responsibilities with respect thereto under applicable law or the City may terminate participation in the system of book-entry transfers through DTC or any other securities depository at any time. In the event that the book-entry system is discontinued, the City will execute, and the Fiscal Agent will authenticate and make available for delivery, replacement 2025 Bonds in the form of registered bonds. In addition, the principal of and redemption premium, if any, on the 2025 Bonds will be payable as set forth in the Fiscal Agent Agreement and summarized above under the caption "THE 2025 BONDS – Description of the 2025 Bonds." 2025 Bonds will be transferable and exchangeable on the terms and conditions provided in the Fiscal Agent Agreement.

APPENDIX G

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

[To come, if applicable]

SUPPLEMENTAL AGREEMENT NO. 3 TO FISCAL AGENT AGREEMENT

Dated as of October 1, 2025

by and between the

CITY OF ROCKLIN

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

Relating to:

$_____
City of Rocklin
Community Facilities District No. 10
(Whitney Ranch)
Special Tax Bonds
Series 2025

TABLE OF CONTENTS

SECTION 1. Supplement to Original Fiscal Agent Agreement 2

ARTICLE XII

2025 BONDS

Section 12.01. Definitions 3
Section 12.02. Principal Amount; Designation 4
Section 12.03. Terms of 2025 Bonds 4
Section 12.04. Redemption of 2025 Bonds 6
Section 12.05. Form of 2025 Bonds 8
Section 12.06. Execution and Authentication of 2025 Bonds 8
Section 12.07. Transfer and Exchange of 2025 Bonds; Etc. 9
Section 12.08. Application of Proceeds of Sale of 2025 Bonds 9
Section 12.09. 2025 Costs of Issuance Fund 9
Section 12.10. 2025 Improvements Account of Improvement Fund 10
Section 12.11. Security for 2025 Bonds 10
Section 12.12. Effect of this Article XII 11

SECTION 2. Attachment of Exhibits 11
SECTION 3. Additional Amendments to Original Fiscal Agent Agreement 11
SECTION 4. Provisions Related to Insurance Policies 13
SECTION 5. Partial Invalidity 13
SECTION 6. Execution in Counterparts 13
SECTION 7. Governing Law 13

EXHIBIT A-3 - FORM OF 2025 BOND

EXHIBIT B-3 - OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM 2025 COSTS OF ISSUANCE FUND

EXHIBIT C-3 - OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM 2025 IMPROVEMENT ACCOUNT OF IMPROVEMENT FUND

EXHIBIT D - BOND INSURANCE PROVISIONS (2025 BONDS)

EXHIBIT E - RESERVE POLICY PROVISIONS (2025 BONDS)

SUPPLEMENTAL AGREEMENT NO. 3 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 3"), is made and entered into as of October 1, 2025, by and between the CITY OF ROCKLIN, a general law city and municipal corporation organized and existing under the laws of the State of California (the "City") for and on behalf of the City's Community Facilities District No. 10 (Whitney Ranch) (the "CFD"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States, as successor fiscal agent (the "Fiscal Agent") to MUFG Union Bank, N.A., to amend and supplement that certain Fiscal Agent Agreement, dated as of July 1, 2015 (the "Original Fiscal Agent Agreement"), and as previously amended and supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2019 and Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of June 1, 2022, each by and between the Fiscal Agent and the City.

R E C I T A L S :

WHEREAS, the City Council of the City has formed the CFD under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 2005-81 of the City Council adopted on March 22, 2005; and

WHEREAS, the City Council, as the legislative body of the CFD, is authorized under the Act to levy special taxes to pay for the costs of facilities within the CFD and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the Council, as legislative body of the CFD, previously authorized the issuance of special tax bonds of the City for the CFD in the maximum aggregate principal amount of not to exceed $60,000,000 (the "Bond Authorization"); and

WHEREAS, in 2005, the Council authorized the issuance and sale of the $25,000,000 City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2005 (the "2005 Bonds") to provide funds for the construction and/or acquisition of a portion of the facilities authorized for the CFD; and

WHEREAS, in 2015, the Council authorized the issuance and sale of the $27,090,000 City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2015 (the "2015 Bonds") to refinance, in full, the 2005 Bonds and to provide additional funds for the construction and/or acquisition of a portion of the facilities not financed from proceeds of the 2005 Bonds; and

WHEREAS, in 2019, the Council authorized the issuance and sale of the $16,000,000 City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series 2019 (the "2019 Bonds") to provide additional funds for the construction and/or acquisition of a portion of the facilities not financed from proceeds of the previously issued Bonds; and

WHEREAS, in 2022, the Council authorized the issuance and sale of the $13,605,000 City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds Series

2022 (the "2022 Bonds") to provide additional funds for the construction and/or acquisition of a portion of the facilities not financed from proceeds of the previously issued Bonds; and

WHEREAS, Section 3.06 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Parity Bonds (as such terms are defined in the Original Fiscal Agent Agreement) secured under the Original Fiscal Agent Agreement on a parity with previously issued Bonds; and

WHEREAS, after due investigation and deliberation the City has determined that it is in the interests of the City and the CFD at this time for the City, for and on behalf of the CFD, to provide for the issuance of City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds, Series 2025 in the initial aggregate principal amount of $_____ (the "2025 Bonds"), to (i) refund the 2015 Bonds and 2019 Bonds, and (ii) provide additional funds for the construction and/or acquisition of all or a portion of the authorized facilities not financed from proceeds of the previously issued Bonds; and

WHEREAS, this Supplemental Agreement No. 3 is a "Supplemental Agreement" as defined in Section 1.03 of the Original Fiscal Agent Agreement and the 2025 Bonds are "Parity Bonds" as defined in Section 1.03 of the Original Fiscal Agent Agreement and secured under the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 3; and

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 3 pursuant to Sections 3.06 of the Original Fiscal Agent Agreement and to provide for the issuance of the 2025 Bonds; and

WHEREAS, in providing for the issuance of the 2025 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided in this Supplemental Agreement No. 3, as such supplements and amendments are authorized by Sections 3.06 and 8.01 of the Original Fiscal Agent Agreement; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2025 Bonds, when executed by the City for the CFD, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the CFD, and to constitute the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 3, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 3 have been in all respects duly authorized.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Fiscal Agent Agreement. In accordance with the provisions of Section 8.01 and 8.05 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article XII. Such Article XII shall read in its entity as follows:

ARTICLE XII

2025 BONDS

Section 12.01. Definitions. The Original Fiscal Agent Agreement is amended to add the following definitions to Section 1.03.

*"**Agreement**"* means the Fiscal Agent Agreement, dated as of July 1, 2015, as supplemented and amended by Supplemental Agreement No. 1, Supplemental Agreement No. 2 and Supplemental Agreement No. 3, and as it may be amended or supplemented from time to time by any Supplemental Agreement adopted in the future.

*"**Article XII**"* means Article XII which has been incorporated in and made a part of the Agreement by Supplemental Agreement No. 3, together with all amendments of and supplements to Article XII entered into pursuant to the provisions of Section 8.01.

"***Bond**" or "**Bonds***" means, unless the context otherwise requires, the 2022 Bonds, the 2025 Bonds and any Parity Bonds.

"***Bond Fund***" means the fund designated the "City of Rocklin, Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds, Bond Fund" established and administered under Section 4.04. Any references to the "2015 Bond Fund" shall mean the "Bond Fund."

*"**Continuing Disclosure Certificate**"* means (i) with respect to the 2022 Bonds, the Continuing Disclosure Agreement, dated as of June 30, 2022, by and among the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof, and (ii) with respect to the 2025 Bonds, the Continuing Disclosure Agreement, dated as of October ___, 2025, by and among the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof,.

"***Insurance Policy***" is defined in Exhibit D.

"***Insurer***" is defined in Exhibit D.

*"**Interest Payment Dates**"* means (i) with respect to the 2022 Bonds, March 1 and September 1 of each year, commencing September 1, 2022, and (ii) with respect to the 2025 Bonds, March 1 and September 1 of each year, commencing March 1, 2026.

"***Irrevocable Refunding Instructions***" means the Irrevocable Refunding Instructions, dated October __, 2025, delivered by the City, on behalf of the CFD, to the Fiscal Agent to provide for the refunding of the 2015 Bonds and 2019 Bonds using a portion of the proceeds of the 2025 Bonds.

"***Reserve Policy***" means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Insurer relating to the 2025 Bonds.

*"**Supplemental Agreement No. 1**"* means Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2019, between the City, for and on behalf of the CFD, and the Fiscal Agent.

*"**Supplemental Agreement No. 2**"* means Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of June 1, 2022 between the City, for and on behalf of the CFD, and the Fiscal Agent.

*"**Supplemental Agreement No. 3**"* means Supplemental Agreement No. 3 to Fiscal Agent Agreement, dated as of October 1, 2025, between the City, for and on behalf of the CFD, and the Fiscal Agent.

"***2025 Bonds***" means the City of Rocklin Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds, Series 2025.

*"**2025 Costs of Issuance**"* means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2025 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, fees, expenses and charges of the Fiscal Agent, expenses incurred by the City in connection with the issuance of the 2025 Bonds, financial advisor fees, 2025 Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2025 Bonds and other costs, charges and fees in connection with the foregoing, including insurance policy and reserve policy premiums.

*"**2025 Costs of Issuance Fund**"* means the fund by that name established and held by the Fiscal Agent pursuant to Section 12.09.

"***2025 Improvement Account***" means the account by that name established and held by the Fiscal Agent pursuant to Section 12.10.

Section 12.02. Principal Amount; Designation. 2025 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued as Parity Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California. Jurisdiction is hereby reserved to issue Parity Bonds under the Agreement; provided, that the maximum aggregate principal amount of bonds which may be issued for the CFD (not including refunding bonds) including Bonds outstanding under the Agreement shall not exceed $60,000,000. The 2025 Bonds are Parity Bonds contemplated in the Original Fiscal Agent Agreement.

Section 12.03. Terms of 2025 Bonds.

(A) Denominations. The 2025 Bonds shall be issued as fully registered 2025 Bonds, in denominations of $5,000 or any integral multiple thereof, without coupons. 2025 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of Bonds. The 2025 Bonds shall be dated the Closing Date for the 2025 Bonds.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2025 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2025 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2025 Bonds. In

addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2025 Bonds shall have the following maturity dates and interest rates.

Maturity (September 1)	Principal Amount	Interest Rate

T – Term Bonds.

(E) Interest. The 2025 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2025 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Bond Date; provided, however, that if at the time of authentication of a 2025 Bond, interest is in default thereon, such 2025 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Principal of and interest on the 2025 Bonds (including the final interest payment upon maturity or earlier redemption), is payable by check of the Fiscal Agent mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions of any Owner of $1,000,000 or more in aggregate principal amount of 2025 Bonds delivered to the Fiscal Agent prior to the applicable Record Date, which instructions shall continue in effect until revoked in writing, or until such 2025 Bonds are transferred to a new Owner. The principal of the 2025 Bonds and any premium on the 2025 Bonds are payable in lawful money of the United States of America upon surrender of the 2025 Bonds at the designated office of the Fiscal Agent. All 2025 Bonds paid by the Fiscal Agent pursuant this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2025 Bonds and issue a certificate of destruction of such 2025 Bonds to the City.

Section 12.04. Redemption of 2025 Bonds.

(A) Redemption Provisions.

(i) Mandatory Prepayment Redemption. All of the 2025 Bonds are subject to redemption prior to their stated maturities, on any Interest Payment Date, from the proceeds of the Prepayment of Special Taxes, in whole or in part, at a redemption price (expressed as a percentage of the principal amount of the 2025 Bonds or portions to be redeemed) as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through March 1, 20___	103%
September 1, 20___ and March 1, 20___	102%
September 1, 20___ and March 1, 20___	101%
September 1, 20___ and Interest Payment Dates thereafter	100%

(ii) Optional Redemption from any Source other than Prepayments. The 2025 Bonds maturing on or after September 1, 20___, are subject to optional redemption, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20___, as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the 2025 Bonds or portions to be redeemed) as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
September 1, 20___ through August 31, 20___	103%
September 1, 20___ through August 31, 20___	102%
September 1, 20___ through August 31, 20___	101%
September 1, 20___ and any date thereafter	100%

(iii) Mandatory Sinking Fund Redemption. The 2025 Bonds maturing on September 1, 20____ (the "**Term 2025 Bonds**") are also subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts, all as set forth below; provided, however, if some but not all of the Term 2025 Bonds of a given maturity have been redeemed under the optional or special mandatory redemption provisions described above, the total amount of all future sinking fund payments relating to such maturity shall be reduced by the aggregate principal amount of Term 2025 Bonds of such maturity so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000 as determined by the Fiscal Agent, notice of which determination shall be given by the Fiscal Agent to the City.

Term Bonds of 20___

Mandatory Redemption Date September 1)	Sinking Fund Payment

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent written notice of its intention to redeem 2025 Bonds under subsection (A)(i) and/or (ii) not less than sixty (60) days prior to the applicable redemption date.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 12.04(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2025 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2025 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent.

(i) Notices. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption to the respective registered Owners of any 2025 Bonds designated for redemption, at their addresses appearing on the Bond registration books in the designated office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2025 Bonds. Such notice may specify that it is conditional upon the receipt of funds to pay the redemption price of the 2025 Bonds to be redeemed on or prior to the redemption date and that if such funds are not available, the redemption will be canceled and such 2025 Bonds shall remain Outstanding.

(ii) Contents of Notices. Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2025 Bonds are to be called for redemption shall state as to any 2025 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2025 Bonds be then surrendered at the designated office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2025 Bonds will not accrue from and after the redemption date. The cost of mailing any such redemption notice and any expenses incurred by the Fiscal Agent in connection therewith shall be paid by the City.

(iii) Redemptions. Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of any maturity or any given portion thereof, the Fiscal Agent shall select the 2025 Bonds to be redeemed, from all 2025 Bonds or such

given portion thereof not previously called for redemption, by lot in any manner which the Fiscal Agent shall deem appropriate; provided, however, that if Bonds are to be redeemed as a result of the prepayment of Special Taxes, the City shall select Bonds to be redeemed from any or all series, and within each series Bonds shall be selected for redemption on a pro-rata basis among maturities.

(iv) New Bonds. Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2025 Bond or 2025 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2025 Bond or 2025 Bonds.

(v) Rescission of Notice. The City has the right to rescind any notice of optional redemption of the Bonds by written notice to the Fiscal Agent on or prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then noticed to be called for redemption, and such cancellation shall not constitute a default under this Agreement. The City and the Fiscal Agent have no liability to the Bonds owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of prepayment in the same manner as the original notice of redemption was sent.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2025 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2025 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in the notice of redemption. All 2025 Bonds redeemed and purchased by the Fiscal Agent under this Section 12.04 shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2025 Bonds in accordance with the Fiscal Agent's retention policy then in effect.

Section 12.05. Form of 2025 Bonds. The 2025 Bonds, the Fiscal Agent's certificate of authentication and the assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A-3 attached to Supplemental Agreement No. 3 and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by the Agreement, the Resolution and the Act.

Section 12.06. Execution and Authentication of 2025 Bonds.

(A) Execution of 2025 Bonds. The 2025 Bonds shall be executed on behalf of the City by the manual or facsimile signatures of its Mayor and its City Clerk who are in office on the date of execution of this Supplemental Agreement No. 3 or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2025 Bond ceases to be such officer before delivery of the 2025 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2025 Bonds to the Owner. Any 2025 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2025 Bond shall be the proper officers of the City although at the nominal date of such 2025 Bond any such person shall not have been such officer of the City.

(B) Authentication of 2025 Bonds. Only such of the 2025 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit A-3, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Fiscal Agent shall be conclusive evidence that such 2025 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

Section 12.07. Transfer and Exchange of 2025 Bonds; Etc. The provisions of Sections 2.06 through 2.10 of the Original Fiscal Agent Agreement shall apply to the 2025 Bonds in a like manner as applied to the 2015 Bonds.

Section 12.08. Application of Proceeds of Sale of 2025 Bonds.

(A) Proceeds. The proceeds of the purchase of the 2025 Bonds by the Original Purchaser in the amount of $_____, calculated as the principal amount thereof, plus [net] original issue premium of $_____, less an underwriter's discount of $_____, and less bond insurance premium ($_____) and reserve fund surety premium ($_____), which shall be paid by the Original Purchaser to the Insurer on behalf of the City, shall be paid to the Fiscal Agent, who shall deposit such proceeds in a temporary account called the Proceeds Fund which the Fiscal Agent shall establish and maintain, and the Fiscal Agent shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows (whereupon said temporary account shall be closed):

(i) Transfer to the Fiscal Agent pursuant to the Irrevocable Refunding Instructions to refund the 2015 Bonds and 2019 Bonds;

(ii) Deposit in the 2025 Improvement Account of the Improvement Fund $_____; and

(iii) Deposit in the 2025 Costs of Issuance Fund $_____.

(B) Accounts. The Fiscal Agent may establish a temporary fund or account in its books and records to facilitate transfers required under this Section 12.08.

Section 12.09. 2025 Costs of Issuance Fund.

(A) Establishment of 2025 Costs of Issuance Fund. The 2025 Costs of Issuance Fund is hereby established as a separate fund to be held by the Fiscal Agent, to the credit of which a deposit shall be made as required by Section 12.08(A). Moneys in the 2025 Costs of Issuance Fund shall be held by the Fiscal Agent for the benefit of the City and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of 2025 Costs of Issuance.

(B) Disbursement. Amounts in the 2025 Costs of Issuance Fund shall be disbursed from time to time to pay 2025 Costs of Issuance, as set forth in a requisition substantially in the form of Exhibit B-3 attached hereto and by this reference incorporated herein, executed by an Authorized Officer, containing respective amounts to be paid to the designated payees and delivered to the Fiscal Agent.

(C) Investment. Moneys in the 2025 Costs of Issuance Fund shall be invested and deposited by the Fiscal Agent under Section 6.01. Interest earnings and profits resulting from such investment shall be retained by the Fiscal Agent in the 2025 Costs of Issuance Fund to be used for the purposes of such fund.

(D) Closing of Fund. The Fiscal Agent shall maintain the 2025 Costs of Issuance Fund for a period of 90 days from the Closing Date for the 2025 Bonds and then the Fiscal Agent shall transfer any moneys remaining therein, including any investment earnings thereon, to the 2025 Improvement Account of the Improvement Fund, and if such 2025 Improvement Account of the Improvement Fund shall be closed then to the Bond Fund, and the 2025 Costs of Issuance Fund shall be closed.

Section 12.10. 2025 Improvement Account of Improvement Fund. .

(A) Establishment. The 2025 Improvement Account is hereby established as a separate account within the Improvement Fund to be held by the Fiscal Agent for the benefit of the City and to the credit of which fund deposits shall be made as required by Section 12.08(A) and, if applicable, Section 12.09(D). Moneys in the Improvement Fund shall be disbursed, except as otherwise provided in subsection (D) of this Section, for the payment or reimbursement of costs of the Project.

(B) Procedure for Disbursement. Disbursements from the 2025 Improvement Account of the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit C-3 hereto and by this reference incorporated herein, which shall:

(i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, the person to which the disbursement is to be paid and state that such disbursement is for a Project cost;

(ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed requesting disbursement; and

(C) Investment. Moneys in the 2025 Improvement Account of the Improvement Fund shall be invested under Section 6.01. Interest earnings and profits from such investment shall be retained in the 2025 Improvement Account of the Improvement Fund to be used for the purposes thereof.

(D) Closing of Account. Upon the filing of an Officer's Certificate stating that the Project has been completed and that all costs of the Project have been paid or are not required to be paid from the 2025 Improvement Account of the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the 2025 Improvement Account of the Improvement Fund to the Bond Fund, and the 2025 Improvement Account of the Improvement Fund shall be closed.

Section 12.11. Security for 2025 Bonds. The 2025 Bonds shall be Parity Bonds which shall be secured in the manner and to the extent set forth in Articles III, IV and V, and in this Article XII, without any preference or priority among the 2022 Bonds, the 2025 Bonds and any other Parity Bonds that may be issued in the future in accordance with the Agreement.

Section 12.12. Effect of this Article XII. Except as in this Article XII expressly provided or except to the extent inconsistent with any provision of this Article XII, the 2025 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2025 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article XII.

SECTION 2. **Attachment of Exhibits**. The Original Fiscal Agent Agreement is hereby further supplemented and amended by incorporating therein Exhibit A-3, Exhibit B-3 and Exhibit C-3, each of which shall read in its entirety as set forth in Supplemental Agreement No. 3 and hereby made a part hereof.

SECTION 3. Additional Amendments to Original Fiscal Agent Agreement. The Original Fiscal Agent Agreement is hereby further amended as follows:

(A) In Supplemental Agreement No. 1, the definition of "Reserve Requirement" in Section 1.03 was amended and restated to clarify that the calculation shall be undertaken with respect to each Series, as follows:

> "***Reserve Requirement***" means, with respect to each Series of Bonds, an amount equal to the lesser of (a) Maximum Annual Debt Service on the Bonds, (b) 125% of the average Annual Debt Service on the Bonds, or (c) ten percent (10%) of the original principal amount of the Bonds (or the issue price of the Bonds excluding accrued interest, if the net original issue discount or premium is less than 98% or more than 102% of the principal amount of the Bonds), as calculated by the City.
>
> The Reserve Requirement for any Series may be met by depositing in the reserve account established for such Series a municipal bond insurance policy issued by a reputable bond insurer, as determined by the City.

(B) Also in Supplemental Agreement No. 1, Section 9.06 was amended by replacing the Fiscal Agent's notice information with the following:

> U.S. Bank Trust Company, National Association
> 1 California Street, Suite 1000
> San Francisco, CA 94111

(C) In Supplemental Agreement No. 2, Section 3.02 was amended and restated as follows:

> "The Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all of the Special Tax Revenues and all moneys deposited in the Bond Fund, and, until disbursed as provided herein, in the Special Tax Fund. In addition, each Series of Bonds shall be secured by a first pledge of all moneys in the reserve account established within the Reserve Fund for such Series of Bonds. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under Section 9.03."

(D) Also in Supplemental Agreement No. 2, Section 3.06(D) and 3.06(E) were amended and restated as follows:

> **"(D) Value**. The fair market value of all parcels in the CFD subject to Special Taxes, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the proposed series of Parity Bonds, as determined by an appraisal performed on a basis consistent with the appraisal or appraisals prepared in connection with the issuance of Bonds issued and outstanding and/or the assessed value of parcels and improvements thereon, as shown on the then current County tax roll, is at least 10.00 times the sum of (i) the aggregate principal amount of all Outstanding Bonds and Parity Bonds plus (ii) the aggregate principal amount of the series of Parity Bonds proposed to be issued, plus (iii) the aggregate principal amount of any assessment district bonds then proposed and outstanding and payable from assessments to be levied on parcels of land within the CFD classified as Developed Property (as defined in the Rate and Method of Apportionment of Special Tax for the CFD), plus (iv) a portion of the aggregate principal amount of all Other CFD Bonds then proposed and outstanding and payable at least partially from special taxes to be levied on parcels of land within the CFD classified as Developed Property equal to the aggregate principal amount of the Other CFD Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other CFD Bonds on parcels of land within the CFD classified as Developed Property, and the denominator of which is the total amount of special taxes levied for the Other CFD Bonds on all parcels of land against classified as Developed Property which the special taxes are levied to pay Other CFD Bonds (such fraction to be determined based upon the maximum Special Taxes which could be levied the year in which maximum annual debt service on the Other CFD Bonds occurs), based upon information from the most recent available fiscal year; and
>
> **(E) Coverage**. For each Bond Year that the Bonds and Parity Bonds will be outstanding, projected maximum Special Taxes (net of County administration charges and Priority Administration Expenses) on Developed Property in each Fiscal Year are equal to or greater than one hundred ten percent (110%) of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year."

(E) References in the Fiscal Agent Agreement to any series of bonds which, if the context requires reference to the 2022 Bonds or 2025 Bonds in order to maintain the parity relationship of the 2022 Bonds, the 2025 Bonds and any Parity Bonds and the security therefor, shall be deemed to refer to "Bonds" as defined in the Original Fiscal Agent Agreement.

(F) In accordance with Section 3.06(C) and Section 4.03(A), the Fiscal Agent shall establish a separate subaccount within the Reserve Fund known as the "2025 Reserve Account," into which the Reserve Policy shall be deposited. The 2025 Reserve Account shall be held by the Fiscal Agent within the Reserve Fund, and administered as set forth in the Agreement, with amounts in the 2025 Reserve Account pledged solely to the 2025 Bonds. The 2025 Reserve Account will be maintained in the form of the Reserve Policy, which the Fiscal Agent shall designate as deposited in the 2025 Reserve Account. So long as the Reserve Policy remains in force and effect, the following provisions of Exhibit E attached hereto shall govern, notwithstanding anything to the contrary contained in the Fiscal Agent Agreement.

SECTION 4. **Provisions Related to Insurance Policies**.

(a) Insurance Policy. So long as the Insurance Policy remains in effect, the City and the Fiscal Agent shall comply with all of the terms and provisions set forth in Exhibit D relating to the Insurer and the Insurance Policy for the 2025 Bonds. Such provisions are hereby incorporated into this Fiscal Agent Agreement by this reference, and shall control and supersede any conflicting or inconsistent provisions in this Fiscal Agent with respect to the 2025 Bonds.

(b) Reserve Policy. So long as the Reserve Policy remains in effect, the City and the Fiscal Agent shall comply with all of the terms and provisions set forth in Exhibit E relating to the Reserve Policy for the 2025 Bonds. Such provisions are hereby incorporated into this Fiscal Agent Agreement by this reference, and shall control and supersede any conflicting or inconsistent provisions in this Fiscal Agent Agreement with respect to the 2025 Bonds.

SECTION 5. **Partial Invalidity**. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 3 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 3. The City hereby declares that it would have entered into this Supplemental Agreement No. 3 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2025 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences. clauses, or phrases of this Supplemental Agreement No. 3 may be held illegal, invalid or unenforceable.

SECTION 6. **Execution in Counterparts**. This Supplemental Agreement No. 3 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7. **Governing Law**. This Supplemental Agreement No. 3 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the City and the Fiscal Agent have each caused this Supplemental Agreement No. 3 to be executed as of the date first above written.

CITY OF ROCKLIN, for and on behalf of the CITY OF ROCKLIN COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)

By: _____
Aly Zimmermann
City Manager

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Vice President

EXHIBIT A-3

FORM OF 2025 BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF PLACER

No. __ ***$_____***

CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BOND
SERIES 2025

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	September 1, 20__	October __, 2025	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ***_____ DOLLARS***

The City of Rocklin (the "City") for and on behalf of the City's Community Facilities District No. 10 (Whitney Ranch) (the "CFD"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the CFD or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the registered owner named above, or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from Bond Date set forth above, or from March 1 and September 1, commencing on March 1, 2026 (each an "Interest Payment Date"), to which interest has been paid or duly provided for (unless this Bond is authenticated on or before an Interest Payment Date (as hereinafter defined) and after the close of business on the fifteenth day of the calendar month next preceding the applicable Interest Payment Date (the "Record Date") preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to February 15, 2026, in which event it shall bear interest from the Bond Date identified above, payable semiannually on each Interest Payment Date at the interest rate set forth above, until the principal amount hereof is paid or made available for payment provided, however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment. For the period during which Depository Trust Company ("DTC") or any successor depository, is the registered owner of this bond, principal, redemption premiums, if any, and interest shall be paid by the City to DTC, or such successor depository, by wire transfer; provided that principal and redemption premiums, if any, shall be paid upon surrender to the City, at the designated corporate trust office of U.S. Bank Trust Company, National Association, as Fiscal Agent, Authentication Agent,

Registrar, Transfer and Paying Agent (the "Fiscal Agent"), in St. Paul, Minnesota, of matured bonds or bonds called for redemption prior to maturity. As to any registered owner hereof other than DTC or successor depository, the principal and redemption premiums, if any, shall be payable at the office of the Fiscal Agent specified above and interest shall be paid by check mailed to DTC, or any successor depository, or in the event of termination of the book-entry system, to the registered owner hereof at the registered owner's address as it appears on the records of the Fiscal Agent, or at such address as may have been filed with the Fiscal Agent, for that purpose, as of the fifteenth day of the calendar month immediately preceding each Interest Payment Date; provided however, upon request in writing of an Owner of $1,000,000 or more in aggregate principal amount of Bonds, such request having been made before fifteen calendar days preceding an Interest Payment Date, such interest shall be paid on such Interest Payment Date by wire transfer in immediately available funds to an account in the continental United States designated by such Owner to the Fiscal Agent.

Principal of and interest on the Bonds (including the final interest payment upon maturity or earlier redemption), is payable by check of the Fiscal Agent mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions of any Owner of $1,000,000 or more in aggregate principal amount of Bonds delivered to the Fiscal Agent prior to the applicable Record Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the designated office of the Fiscal Agent.

This Bond is one of a duly authorized issue of bonds in the aggregate principal amount of $_____ approved by resolution of the City Council of the City on _____, 2025 (the "Resolution"), under the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, et seq., of the California Government Code (the "Act") to (i) refund prior special tax bonds of the CFD and (ii) fund certain facilities for the CFD, and is one of the series of bonds designated "City of Rocklin, Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds, Series 2025" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Supplemental Agreement No. 3, dated as of October 1, 2025, which supplements and amends a Fiscal Agent Agreement, dated as of July 1, 2015, as previously amended and supplemented by Supplemental Agreement No. 1, dated as of May 1, 2019 and Supplemental Agreement No. 2, dated as of June 1, 2022, between the City and the Fiscal Agent (collectively, the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act, the Resolution and the Agreement, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Act to be collected within the CFD (the "Special Tax") and certain funds held under the Agreement. Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City, as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth in the Agreement) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

All of the Bonds are subject to redemption prior to their stated maturities, on any Interest Payment Date, from the proceeds of the Prepayment of Special Taxes, in whole or in part, at a redemption price (expressed as a percentage of the principal amount of the Bonds or portions to be redeemed) as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through March 1, 20___	103%
September 1, 20___ and March 1, 20___	102%
September 1, 20___ and March 1, 20___	101%
September 1, 20___ and Interest Payment Dates thereafter	100%

The Bonds maturing on or after September 1, 20___, are subject to optional redemption, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20___, as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the Bonds or portions to be redeemed) as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
September 1, 20___ through August 31, 20___	103%
September 1, 20___ through August 31, 20___	102%
September 1, 20___ through August 31, 20___	101%
September 1, 20___ and any date thereafter	100%

The Bonds maturing on September 1, 20___ (the "Term Bonds") are also be subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts, all as set forth below; provided, however, if some but not all of the Term Bonds of a given maturity have been redeemed under the optional or special mandatory redemption provisions described above, the total amount of all future sinking fund payments relating to such maturity shall be reduced by the aggregate principal amount of Term Bonds of such maturity so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000 as determined by the Fiscal Agent, notice of which determination shall be given by the Fiscal Agent to the City.

Term Bonds of 20___

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Notice of redemption with respect to the Bonds to be redeemed shall be given to the registered owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such owner's order. The Fiscal Agent shall require the registered owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED by the City that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Rocklin has caused this Bond to be executed by the facsimile signature of its Mayor and countersigned by the facsimile signature of the City Clerk, all as of the Bond Date stated above.

CITY OF ROCKLIN

By: _____
Mayor

Countersigned:

_____
City Clerk

[FORM OF FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the Agreement which has been authenticated on _____, 2025.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Authorized Signatory

STATEMENT OF INSURANCE

[To come, if applicable]

* * * * * *

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____, attorney, to transfer the same on the registration books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor.

NOTICE: The signature on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B-3

CITY OF ROCKLIN
Community Facilities District No. 10
(Whitney Ranch)
Special Tax Bonds
Series 2025

OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM 2025 COSTS OF ISSUANCE FUND

CERTIFICATE NO. _____

The undersigned hereby states and certifies that:

(i) I am the _____ of the City of Rocklin, a general law city and municipal corporation duly organized and existing under the laws of the State of California (the "City") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of July 1, 2015, as supplemented and amended including pursuant to Supplemental Agreement No. 3 dated as of October 1, 2025 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the "Fiscal Agent");

(iii) under Section 12.09(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the 2025 Costs of Issuance Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of 2025 Costs of Issuance (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A by check or wire transfer in accordance with the payment instructions set forth on Schedule A and the Fiscal Agent shall rely on such payment instructions as though given by the City with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given; and

(iv) the disbursements described on the attached Schedule A constitute 2025 Costs of Issuance, and are properly chargeable to the 2025 Costs of Issuance Fund.

Dated: _____, 20___

CITY OF ROCKLIN

By: _____

Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount

EXHIBIT C-3

CITY OF ROCKLIN
Community Facilities District No. 10
(Whitney Ranch)
Special Tax Bonds
Series 2025

OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM 2025 IMPROVEMENT ACCOUNT OF THE IMPROVEMENT FUND

CERTIFICATE NO. _____

The undersigned hereby states and certifies that:

(i) I am the _____ of the City of Rocklin, a general law city and municipal corporation duly organized and existing under the laws of the State of California (the "City") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of July 1, 2015, as supplemented and amended including pursuant to Supplemental Agreement No. 3 dated as of October 1, 2025 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the "Fiscal Agent");

(iii) under Section 12.10(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the 2025 Improvement Account of the Improvement Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of Project costs (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A by check or wire transfer in accordance with the payment instructions set forth on Schedule A and the Fiscal Agent shall rely on such payment instructions as though given by the City with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given; and

(iv) the disbursements described on the attached Schedule A constitute Project costs, and are properly chargeable to the Improvement Fund.

Dated: _____, 20__

CITY OF ROCKLIN

By: _____

Title: _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount

EXHIBIT D

BOND INSURANCE PROVISIONS
(2025 BONDS)

So long as the Insurance Policy for the 2025 Bonds remains in force and effect, the following provisions of this Exhibit D shall govern, notwithstanding anything to the contrary contained in this Fiscal Agent Agreement. Capitalized terms used in this Exhibit D and not otherwise defined shall have the respective meanings given such terms in this Fiscal Agent Agreement or the Insurance Policy:

[To come, if applicable]

EXHIBIT E

RESERVE POLICY INSURANCE PROVISIONS
(2025 BONDS)

The City hereby affirms that the 2025 Reserve Account is authorized to be maintained in the form of the Reserve Policy under and pursuant to the Fiscal Agent Agreement. So long as the Reserve Policy remains in force and effect, the following provisions of this Exhibit E shall govern, notwithstanding anything to the contrary contained in the Fiscal Agent Agreement:

[To come, if applicable]

$_____
CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS
SERIES 2025

BOND PURCHASE AGREEMENT

September ___, 2025

City of Rocklin
Community Facilities District No. 10 (Whitney Ranch)
3970 Rocklin Road
Rocklin, California 95677

Ladies and Gentlemen:

Piper Sandler & Co. (the "Underwriter") offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the City of Rocklin (the "City") on behalf of City of Rocklin Community Facilities District No. 10 (Whitney Ranch) (the "District"), which upon acceptance will be binding upon the Underwriter, the City and the District. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter on or before 5:00 p.m. California time on the date hereof. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement (as hereinafter defined).

Section 1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of the City of Rocklin Community Facilities District No. 10 (Whitney Ranch), Special Tax Bonds, Series 2025 (the "Bonds"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (representing the principal of amount of the Bonds, [plus][less] [net] original issue [premium][discount] of $_____, and less an underwriter's discount of $_____). The Bonds will be insured under a municipal bond insurance policy (the "Policy") to be issued by _____ (the "Bond Insurer") concurrently with the issuance of the Bonds. Additionally, the Bond Insurer will issue concurrently with the issuance of the Bonds a municipal bond debt service reserve insurance policy (the "Reserve Policy") guaranteeing certain payments from the 2025 Reserve Account of the Reserve Fund (as defined in the Fiscal Agent Agreement). As an accommodation to the City, the Underwriter will wire a $_____ portion of the purchase price, comprising the premiums for the Policy and the Reserve Policy (as such terms are defined below), directly to the Bond Insurer on the Closing Date.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Tax Revenues (as defined in the Fiscal Agent Agreement), as provided in the Fiscal Agent Agreement dated as of July 1, 2015, as amended and supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2019, Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of June 1, 2022, and Supplemental Agreement No. 3 to Fiscal Agent Agreement, dated as of October 1, 2025 (as so amended and supplemented, the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as successor fiscal agent (the "Fiscal Agent") to MUFG Union Bank, N.A., and the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 et seq. of the California Government Code (the "Act"). The Bonds will be issued to (i) refund, in full, the 2015 Bonds and 2019 Bonds (as such terms are defined in the Fiscal Agent Agreement), (ii) finance the acquisition of certain public facilities authorized for the District, and (iii) pay the costs of issuing the Bonds. The Bonds will be issued as "Parity Bonds" under the Fiscal Agent Agreement, payable and secured on a parity with the Outstanding 2022 Bonds (as such terms are defined in the Fiscal Agent Agreement).

(c) The City, for itself and acting on behalf of the District, acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City, acting for itself and on behalf of the District, and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as the agent or fiduciary of the City or the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City or the District with respect to (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the City or the District on other matters) or (b) any other obligations to the City or the District with respect to the offering contemplated hereby, except the obligations expressly set forth in this Purchase Agreement or otherwise imposed by law and (iv) the City and the District have consulted their own legal, financial and other advisors to the extent each has deemed appropriate in connection with this transaction. The City, for itself and acting on behalf of the District, acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB"). The City, for itself and acting on behalf of District, acknowledges that it has engaged Urban Futures, Inc. (the "Municipal Advisor") as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

(d) Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement, dated September _____, 2025, relating to the Bonds, which, together with the cover page and appendices thereto, is herein called the "Preliminary Official Statement." By its acceptance of this Purchase Agreement, the City hereby ratifies the use by the Underwriter of the Preliminary Official Statement; and the City agrees to execute a final official statement relating to the Bonds (the "Official Statement") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall LLP, the City's Bond Counsel (herein called "Bond Counsel") and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 3(n) hereof. The City hereby authorizes the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on

behalf of the City or the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

(e) Except as the Underwriter and the City may otherwise agree, at 8:00 a.m. California time, on October __, 2025 (the "Closing Date"), the City will deliver to the Underwriter, at the offices of Jones Hall LLP, San Mateo, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned and the City will deliver to the Underwriter through the facilities of The Depository Trust Company ("DTC") in New York, New York, the Bonds, in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having CUSIP numbers assigned to them printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Act, and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (a) of this Section in immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be made available to the Underwriter for inspection not later than two Business Days prior to the Closing Date.

Section 2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A hereto; and, subject to Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Official Statement. A "bona fide public offering" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined below) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's Municipal Advisor and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "10% test"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(f) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(g) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50%

common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by the City and the Underwriter.

Section 3. Representations, Warranties and Agreements of the City. The City represents, warrants to, covenants and agrees with, the Underwriter that:

(a) The District is a community facilities district duly organized and validly existing under the Constitution and laws of the State of California, and the City, acting on behalf of the District, has, and at the Closing Date will have full legal right and power (i) to enter into, execute and deliver this Purchase Agreement, the Fiscal Agent Agreement, the Continuing Disclosure Certificate, dated October ___, 2025, and acknowledged and agreed to by Willdan Financial Services, as dissemination agent (the "Continuing Disclosure Certificate"), and the Official Statement and (ii) to carry out, give effect to and consummate the transactions contemplated hereby and thereby.

(b) The City has complied, and will at the Closing Date be in compliance, in all respects with the Fiscal Agent Agreement, the Continuing Disclosure Certificate, the Act and this Purchase Agreement.

(c) The City Council has duly and validly: (i) made all the necessary findings and determinations required under the Act in connection with the formation of the District and the issuance of the Bonds, (ii) approved and authorized the execution and delivery of the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Certificate, this Purchase Agreement and the Official Statement and approved the distribution of the Preliminary Official Statement, and (iii) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of such documents.

(d) Except as described in the Preliminary Official Statement, neither the City nor the District is, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, and the performance by the City on behalf of the District of its obligations under the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Certificate and this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the

performance by the City on behalf of the District of its obligations under the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Certificate or this Purchase Agreement.

(e) Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect the performance by the City on behalf of the District of its obligations hereunder or under the Fiscal Agent Agreement, the Bonds or the Continuing Disclosure Certificate have been or will be obtained at the Closing Date and are or will be at the Closing Date in full force and effect.

(f) The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement.

(g) As of the date hereof the information in the Preliminary Official Statement is true, correct and complete in all material respects and does not and, on the Closing Date the information in the Official Statement will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) If after the date of this Purchase Agreement and until twenty-five (25) days after the End of the Underwriting Period (as hereinafter defined), any event shall occur, of which the City has notice, as a result of which it may be necessary to supplement the Official Statement in order to make the statements therein, in the light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and, if in the opinion of the Underwriter and the City Manager on behalf of the District, such event requires an amendment or supplement to the Official Statement, the City will at its own expense amend or supplement the Official Statement in a form and manner jointly approved by the City and the Underwriter so that the statements therein as so amended or supplemented will not be misleading in the light or the circumstances existing at such time and the City will promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. As used herein the term "End of the Underwriting Period" means the later of such time as (i) the City on behalf of the District delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period."

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency or public board or body to which the City or the District is a party and has been served with a summons or other notice thereof, is pending, or to the knowledge of the City threatened, in any way affecting the existence of the District, the existence of the City or the titles of its officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, the collection the Special Taxes or application of the Special Tax Revenues pledged or to be pledged to pay the principal of, and interest on, the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability

of the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Certificate or this Purchase Agreement, any action of the City or the District contemplated by any of such documents, or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or the District with respect to the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Certificate or this Purchase Agreement or any action of the City or the District contemplated by any of such documents, or which contests the exclusion from gross income for federal income tax purposes of interest paid on the Bonds or the exemption of interest paid on the Bonds from State of California personal income taxation.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that neither the City nor the District shall be required to register as a dealer or broker of securities or to consent to service of process or qualify to do business in any jurisdiction where it is not now so subject. It is understood that such "blue sky" registration is the sole responsibility of the Underwriter.

(k) Any certificate signed by any authorized officer or employee of the City authorized to do so shall be deemed a representation and warranty by the City on behalf of the District as to the statements made therein.

(l) The City on behalf of the District will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Preliminary Official Statement and Official Statement.

(m) Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City on behalf of the District will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"). The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with Rule 15c2-12 and the applicable rules of the MSRB.

(o) Except as disclosed in the Official Statement, to the best of the City's knowledge, no other public debt secured by a tax or assessment levied by the City on the land in the District is in the process of being authorized and no assessment districts or community facilities district have been or are in the process of being formed by the City which include any portion of the land within the District.

(p) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act, the State Constitution and the applicable laws of

the State, and such Special Tax constitutes a valid and legally binding continuing lien on the properties on which it has been levied.

(q) Based on a review of its prior undertakings with respect to Rule 15c2-12, and except as otherwise described in the Preliminary Official Statement and the Official Statement, the City has not failed in any material respect to comply with any undertaking of the City under Rule 15c2-12 in the previous five years.

(r) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City or the District as set forth in this Purchase Agreement.

(s) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(t) The City has determined that to the extent the formation of the District and/or the issuance of the Bonds deviate from the City's "Land Secured Financing Policy" previously adopted by the City Council, such deviations have been approved by the City Council or are approved by the officer of the City executing the Bonds or the Fiscal Agent Agreement and such approval is within the scope of discretion of such officer.

The execution and delivery of this Purchase Agreement by the City on behalf of the District shall constitute a representation to the Underwriter that the representations and warranties contained in this Section 3 are true as of the date hereof.

Section 4. Conditions to the Obligation of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Fiscal Agent Agreement, the Continuing Disclosure Certificate and this Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

(b) At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the District shall be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, and the performance by the

City on behalf of the District of its obligations under the Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Certificate and this Purchase Agreement, and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City on behalf of the District of its obligations under the Bonds, Fiscal Agent Agreement, the Continuing Disclosure Certificate and this Purchase Agreement.

(c) At the Closing Date, except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City on behalf of the District of its obligations hereunder, and the Fiscal Agent Agreement, the Bonds or the Continuing Disclosure Certificate will have been obtained and will be in full force and effect.

(d) The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(h) hereof, true, correct and complete in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(h) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) Between the date hereof and the Closing Date, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth on the inside cover page of the Official Statement, shall not have been materially adversely affected (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof (it being acknowledged by the parties hereto that as of the date hereof no such legislation, ruling, regulation, press release or other form of notice which would result in such adverse impact on the market price or marketability of the Bonds exists);

(2) Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) A general suspension of trading in securities on the New York Stock Exchange, or a general banking moratorium declared by Federal, State of New York or State of California officials authorized to do so;

(4) The introduction, proposal or enactment of any amendment to the Federal or California Constitution or any action by any Federal or California court, legislative body, regulatory body or any other governmental body materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), the validity or enforceability of the Special Taxes, as contemplated by the Fiscal Agent Agreement and the Official Statement;

(5) Any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) There shall have occurred any outbreak of hostilities or other local, national or international calamity or crisis or the escalating of any hostilities, calamity or crisis, the effect of which on the financial markets of the United States of America, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (A) the market price or the marketability of the Bonds, or (B) the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(7) The declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange;

(8) The imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(9) Any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(10) The commencement of any action, suit, proceeding, inquiry or investigation, at law or in equity, as set forth in Section 3(i) hereof;

(11) Any amendment is made to the Official Statement that in the reasonable judgment of the Underwriter will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(12) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(13) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

(f) At or prior to the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The resolution authorizing the sale of the Bonds adopted on September ____, 2025 by the City Council, acting in its capacity as legislative body of the District (the "Resolution"), together with a certificate of the City Clerk, dated as of the Closing Date, to the effect that such resolution is a true, correct and complete copy of the resolution duly adopted by the City;

(2) The Official Statement, executed on behalf of the District by an authorized signatory of the City;

(3) The Fiscal Agent Agreement duly executed and delivered by the City and the Fiscal Agent;

(4) The Continuing Disclosure Certificate, duly authorized and executed by the City and acknowledged and agreed to by Willdan Financial Services, as dissemination agent;

(5) An unqualified opinion, dated the Closing Date and addressed to the City, of Bond Counsel, substantially in the form included as Appendix C to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the

Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to the Underwriter;

(6) A supplemental opinion, dated the Closing Date and addressed to the City and the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding obligations of the City and the District, each enforceable in accordance with their respective terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases; (ii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the Bonds, the Fiscal Agent Agreement and the Continuing Disclosure Certificate conform as to form and tenor to the descriptions thereof contained in the Official Statement, and the statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE 2025 BONDS," "SECURITY FOR THE BONDS," "CONTINUING DISCLOSURE" and "TAX MATTERS" and in Appendices C, D and E to the Official Statement insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Certificate, Bond Counsel's final opinion and the Act, are accurate in all material respects; (iv) the Fiscal Agent Agreement has been duly adopted by the City Council, acting as the legislative body of the District and creates a valid pledge of the Special Tax Revenues and the amounts on deposit in certain funds and accounts established under the Fiscal Agent Agreement, as and to the extent provided in such Fiscal Agent Agreement; and (v) the Special Taxes and the levy thereof have been duly and validly authorized in accordance with the provisions of the Act and the Special Taxes constitute a valid and binding lien upon the property against which they are levied, enforceable by the City in accordance with the provisions of the Fiscal Agent Agreement and the Act except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditor's rights;

(7) the opinion of Jones Hall LLP, San Mateo, California, Disclosure Counsel, dated the Closing Date, addressed to the District and the Underwriter, to the effect that based upon an examination which they have made, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement or the Official Statement, they have no reason to believe that the Preliminary Official Statement as of its date and as of the date hereof, or the Official Statement as of its date and as of the Closing Date (other than financial statements and other statistical and financial data and information relating to The Depository Trust Company, New York, New York, and its book-entry system contained therein and incorporated therein by reference, as to which no view need be expressed) contained or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(8) A certificate of the City, dated the Closing Date and signed by the City Treasurer or City Manager or an authorized designee to the effect that (i) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best

knowledge of such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (ii) the City has complied with all the agreements and satisfied all the conditions on its part to be satisfied under this Purchase Agreement, the Fiscal Agent Agreement and the Continuing Disclosure Certificate at or prior to the Closing Date;

(9) An opinion, dated the Closing Date and addressed to the City and the Underwriter, of the City Attorney, to the effect that (i) the District is a community facilities district duly organized and validly existing under the Act; (ii) the Official Statement and the distribution thereof have been duly authorized by the City; (iii) the forms of the Fiscal Agent Agreement, the Continuing Disclosure Certificate and this Purchase Agreement have been duly approved at meetings of the City Council, acting as the legislative body of the District, which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting; (iv) the City on behalf of the District has duly and validly executed and delivered on behalf of the District this Purchase Agreement, the Fiscal Agent Agreement, the Bonds and the Continuing Disclosure Certificate, and each such document constitutes the legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought; (v) other than as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body to which the City or the District is a party and has been served with a summons or other notice thereof, is pending or, to such counsel's knowledge, threatened, in any way affecting the existence of the District, the existence of the City or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, the collection or application of the Special Taxes to pay the principal of, and interest on, the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement, the Continuing Disclosure Certificate, or any action of the City or the District contemplated by any of such documents or in any way contesting the completeness or accuracy of the Official Statement or the powers of the City or the District with respect to the Bonds, the Fiscal Agent Agreement, this Purchase Agreement, the Continuing Disclosure Certificate, of any action on the part of the City or the District contemplated by any of such documents, or in any way seeking to enjoin or restrain the City from approving the development of any of the property within District, or which challenges the exclusion of the interest paid on the Bonds from federal income tax purposes and the exemption of interest paid on the Bonds from State of California personal income taxation; (vi) the statements in the Official Statement under the heading "CONCLUDING INFORMATION—No Litigation" are as of the date of the Official Statement and as of the date of the opinion, true and correct in all material respects and do not, as of the date of the Official Statement and as of the date of the opinion, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (vii) the City is duly organized and validly existing as a political subdivision under the Constitution and laws of the State of California with full legal right, power and authority to form the District;

(10) A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions relating thereto;

(11) Certified copies of excerpts from the Bylaws of the Fiscal Agent, authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement;

(12) A certificate of the Fiscal Agent, addressed to the Underwriter and the City dated the Closing Date, to the effect that (i) the Fiscal Agent is authorized to carry out corporate trust powers, and has full power and to perform its duties under the Fiscal Agent Agreement; (ii) the Fiscal Agent is duly authorized to execute and deliver the Fiscal Agent Agreement, to accept the obligations created by the Fiscal Agent Agreement, and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement; (iii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Fiscal Agent that has not been obtained is or will be required for the authentication of the Bonds, of the consummation by it of the other transactions contemplated to be performed by it in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement; and (v) to the best of its knowledge, compliance with the terms of the Fiscal Agent Agreement will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, fiscal agent agreement, bond, note, resolution or any other agreement or instrument to which the Fiscal Agent is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Fiscal Agent or any of its activities or properties;

(13) An opinion, dated the Closing Date and addressed to the Underwriter and the City, of counsel to the Fiscal Agent in form and substance acceptable to Bond Counsel and the Underwriter;

(14) Certificate dated the Closing Date from Willdan Financial Services (the "Special Tax Administrator") substantially in the form attached as Exhibit C hereto;

(15) A parity debt certificate, as required by Section 3.06 of the Fiscal Agent Agreement;

(16) Certificates dated the date of the Preliminary Official Statement, from [each of JMC Homes, Anthem United, and KB Home (collectively, the "Builders")], together with a Closing Certificate dated the Closing Date from [each of the Builders], substantially in the forms contained in Exhibit D hereto;

(17) Certificate dated the date of the Preliminary Official Statement, from JEN California 17 LLC, together with a Closing Certificate dated the Closing Date from JEN California 17 LLC, substantially in the forms contained in Exhibit B hereto;

(18) An opinion, dated the Closing Date and addressed to the Underwriter and the City, of counsel to JEN California 17 LLC, in form and substance acceptable to Bond Counsel and the Underwriter;

(19) A tax certificate of the City on behalf of the District in form and substance acceptable to Bond Counsel and the Underwriter;

(20) An opinion of counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter in form and substance acceptable to the Underwriter;

(21) Executed copies of the Policy and the Reserve Policy;

(22) An opinion of counsel to the Bond Insurer, in form and substance satisfactory to the City and the Underwriter, that the Policy and the Reserve Policy have been duly authorized, executed and delivered by the Bond Insurer and are legally valid and binding against the Bond Insurer; and

(23) One or more opinions or certificates of the Bond Insurer as to the accuracy of the information in the Official Statement relating to the Bond Insurer, the Policy and the Reserve Policy;

(24) Evidence satisfactory to the Underwriter (i) that the Bonds have been rated "____" by S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P"), based upon issuance of the Policy by the Bond Insurer, (ii) that the Bonds have been rated "___" by S&P without regard to issuance of the Policy, and (iii) that such ratings have not been revoked or downgraded; and

(25) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby, the Fiscal Agent Agreement and Continuing Disclosure Certificate and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and none of the City, the District nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter, the City and the District set forth in Section 4 hereof shall continue in full force and effect.

Section 5. Expenses. The City will pay or cause to be paid, but only from costs of issuance or as noted in subsection (f) below from Underwriter's discount, the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to, (a) the cost of the preparation and printing or other reproduction of the Fiscal Agent Agreement and the Continuing Disclosure Certificate; (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Special Tax Administrator, the rating agency and any other experts or other consultants retained by the City; (c) the cost of preparing and delivering the definitive Bonds; (d) the cost of providing immediately available funds on the Closing Date; (e) the cost of the printing or other reproduction of the Preliminary Official Statement and

Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; and (f) the following expenses (all of which are included in the expense component of the Underwriter's discount) incurred by the Underwriter in connection with implementing this Purchase Agreement, including, but not limited to, expenses for the preparation of this Purchase Agreement, costs associated with the marketing of the Bonds and the fee and disbursements of Underwriter's counsel, the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Bonds, the fees of to obtain a third-party report with respect to the City's prior compliance with continuing disclosure undertakings entered into pursuant to Rule 15c2-12, and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds. The City acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding the foregoing, the City acknowledges that there are certain non-contingent fees or expenses identified in subsection (b) and (d) that it may have to pay from funds other than costs of issuance if the Bonds are not issued.

The Underwriter shall pay, and the City shall be under no obligation to pay, all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

Section 6. Undertakings of the City. The City agrees (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder, and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, resolutions of its legislative body with respect to the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the District or the City, to the extent that such documents are publicly available, as may be reasonably required from time to time for the prompt and efficient performance by the Underwriter of their obligations hereunder (except any portion of any such document which, by contract, is not subject to disclosure).

Section 7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Rocklin at 3970 Rocklin Road, Rocklin, California 95677, Attention: City Treasurer; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 999 Corporate Drive, Suite 100, Ladera Ranch, CA 92694, Attention: Renee Vancho.

Section 8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

Section 9. Survival of Representations and Warranties. The representations and warranties of the City hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of

the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of the delivery of and payment for the Bonds.

Section 10. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings among the parties hereto in relation to the sale of the Bonds of the City.

Section 12. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 13. Governing Law. This Purchase Agreement shall be governed by the laws of the State of California.

Very truly yours,

PIPER SANDLER & CO.

By: _____
Managing Director

CITY OF ROCKLIN
on behalf of COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)

By: _____
City Treasurer

Time of execution: _____

EXHIBIT A

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount $	Interest Rate %	Yield %	Initial Offering Price	10% Test Used	Hold the Offering Price Rule Used

C Priced to the optional redemption date of September 1, 20__ at ___%.

T Term Bond.

REDEMPTION PROVISIONS

Special Mandatory Redemption From Prepayments. The Bonds are subject to redemption prior to their stated maturities, on any Interest Payment Date, from the proceeds of the Prepayment of Special Taxes, in whole or in part, at a redemption price (expressed as a percentage of the principal amount of the Bonds or portions to be redeemed) as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through March 1, 20___	103%
September 1, 20___ and March 1, 20___	102
September 1, 20___ and March 1, 20___	101
September 1, 20___ and Interest Payment Dates thereafter	100

Optional Redemption. The Bonds maturing on or after September 1, 20___, are subject to optional redemption, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20___, as a whole or in part, at a redemption price

(expressed as a percentage of the principal amount of the Bonds or portions to be redeemed) as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
September 1, 20___ through August 31, 20___	103%
September 1, 20___ through August 31, 20___	102
September 1, 20___ through August 31, 20___	101
September 1, 20___ and any date thereafter	100

Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 20___ (the "Term 2025 Bonds") are also be subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts, all as set forth below; provided, however, if some but not all of the Term 2025 Bonds of a given maturity have been redeemed under the optional or special mandatory redemption provisions described above, the total amount of all future sinking fund payments relating to such maturity shall be reduced by the aggregate principal amount of Term 2025 Bonds of such maturity so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000 as determined by the Fiscal Agent, notice of which determination shall be given by the Fiscal Agent to the City.

Term Bonds of 20___

Mandatory Redemption Date (September 1)	Sinking Fund Payment
	$

(maturity)

EXHIBIT B

CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS, SERIES 2025

DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

City of Rocklin
Rocklin, California

Piper Sandler & Co.
Sacramento, California

JEN California 17 LLC, a California limited liability company (the "Developer") hereby makes the following representations, warranties and covenants as of the date hereof to and for the benefit of the City of Rocklin (the "City") for itself and on behalf of Community Facilities District No. 10 (Whitney Ranch) (the "District") and to Piper Sandler & Co. (the "Underwriter") in connection with the issuance by the City of its Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds, Series 2025 (the "Bonds"). Capitalized terms not otherwise defined herein, are defined as provided in the Bond Purchase Agreement (the "Purchase Agreement") between the Underwriter and the City.

1. Due Organization, Existence and Authority. The Developer is a California limited liability company and is duly formed and validly existing under the laws of its organization and has full rights, power and authority to execute, deliver this letter of representations, warranties and covenants and to carry out and consummate the development activities undertaken and proposed to be undertaken by Developer described in the Preliminary Official Statement.

2. Due Authorization and Approval. By all necessary action of the Developer, the Developer has duly authorized and approved the execution and delivery of this letter of representations, warranties and covenants, and the performance by the Developer of the development activities undertaken and proposed to be undertaken by Developer described in the Preliminary Official Statement and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. The Developer acknowledges that it has the obligation to pay Special Taxes when due.

3. No Breach or Default. The execution and delivery of this letter of representations, warranties and covenants and compliance with the provisions hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with or constitute on the part of the Developer a breach or default under any agreement or instrument to which the Developer is a party or by which it is bound.

4. No Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending and served or, to the Actual Knowledge of Developer[1], threatened by or against the Developer: (i) in any way

[1] As used in this Developer Representations, Warranties and Covenants, the phrase "Actual Knowledge of Developer" shall mean the knowledge of the undersigned as of the date hereof obtained from interviews with such current officers and responsible

questioning the due formation and valid existence of the Developer; (ii) in any way questioning or contesting the validity of any governmental approval of the District or any aspect thereof; (iv) which would have a material adverse effect upon the financial condition of the Developer or the ability to develop its property in the District; (v) which, if successful, would materially adversely affect the ability of the Developer to complete the development and sale of its property in the District, or to pay the Special Taxes or ordinary ad valorem property tax obligations when due on its property within the District; (vi) or which challenges or questions the validity or enforceability of the Bonds, the Resolution of Issuance, the Fiscal Agent Agreement, or the Purchase Agreement.

5. Information. The information submitted by the Developer or its consultants to the City or the Underwriter in connection with the preparation of the Preliminary Official Statement and the Official Statement was, and is as of this date, true and correct in all material respects.

6. Official Statement. The Developer has provided the information set forth in the Preliminary Official Statement describing the Developer and the development undertaken and proposed to be undertaken by the Developer, and the Underwriter is authorized to use such information in the distribution of the Preliminary Official Statement. With respect to the discussion in the Preliminary Official Statement under the captions "THE DISTRICT," "OWNERSHIP OF PROPERTY IN THE DISTRICT" and "RISK FACTORS," insofar as such statements purport to summarize information with respect to the Developer, its proposed development, property ownership, and pending or threatened litigation, nothing has come to the Developer's attention as of the date of this Certificate which would lead the Developer to believe that such discussion contains any untrue statements of a material fact or omits to state a material fact necessary, to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. Financial Representations. Neither the Developer nor any Affiliate[2] thereof has defaulted to any material extent in the payment of special taxes or assessments in connection with the District or any other community facilities districts or assessment districts in California within the past five years. To the Actual Knowledge of Developer, neither the Developer nor any Affiliate thereof is currently in default on any loans, lines of credit or other obligation, the result of which could materially adversely affect the development of the property owned by the Developer in the District. The Developer is solvent and no proceedings are pending or, to the actual knowledge of the Developer, threatened in which the Developer may be adjudicated as bankrupt or become the debtor in a

employees of the Developer and its Affiliates as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth herein. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer's current business and operations.

[2] As used in this Developer Representations, Warranties and Covenants, the term "Affiliate" means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the Community Facilities District and the Bonds (i.e., information relevant to the Developer's development plans with respect to its Property and the payment of its Special Taxes, or such Person's assets or funds that would materially affect the Developer's ability to develop its Property as described in the Preliminary Official Statement or to pay its Special Taxes). "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "control" (including the terms "controlling," "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, as used in this Developer Representations, Warranties and Covenants, the term "Affiliate" shall in no event include the California Public Employee's Retirement System or "CalPERS."

bankruptcy proceeding, or discharged from all of its debts or obligations, or granted an extension of time to pay its debts or a reorganization or readjustment of its debts.

8. Taxes and Assessments. All taxes and assessments are current on the property which the Developer owns or will own within the District.

9. Agreement. In addition to the foregoing, the Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the District, the levy of the Special Tax in accordance with the terms of the resolutions and ordinances previously adopted by the District or the validity of the Bonds or the proceedings leading up to their issuance.

Dated: September ___, 2025

JEN California 17 LLC
a California limited liability company

By:_____
Clifton Taylor, Vice President

$_____
CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS, SERIES 2025

CLOSING CERTIFICATE

City of Rocklin
Rocklin, California

Piper Sandler & Co.
Sacramento, California

JEN California 17 LLC, a California limited liability company (the "Developer") hereby certifies to and for the benefit of the City of Rocklin (the "City") for itself and on behalf of Community Facilities District No. 10 (Whitney Ranch) and to Piper Sandler & Co. (the "Underwriter") in connection with the issuance by the City of its Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds, Series 2025 (the "Bonds") that the representations, warranties and covenants of the Developer contained in the Developer Representations, Warranties and Covenants dated September ____, 2025 are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof.

Dated: October _____, 2025

JEN California 17 LLC
a California limited liability company

By:_____
Clifton Taylor, Vice President

EXHIBIT C

$_____
CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS, SERIES 2025

CERTIFICATE OF SPECIAL TAX ADMINISTRATOR

City of Rocklin
Rocklin, California

Piper Sandler & Co.
Sacramento, California

The undersigned hereby states and certifies:

1. That she is an authorized officer of Willdan Financial Services (the "Special Tax Administrator") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Administrator assisted the City of Rocklin (the "City") in the preparation of the Rate and Method of Apportionment of the Special Tax (the "Special Tax Formula") as set forth in Appendix A to the Preliminary Official Statement dated September ____, 2025 (the "Preliminary Official Statement") and the Official Statement dated October ____, 2025 (the "Official Statement") for the City of Rocklin Community Facilities District No. 10 (Whitney Ranch) (the "District") Special Tax Bonds, Series 2025 (the "Bonds"). The Bonds are secured by Special Tax Revenues consisting primarily of Special Taxes to be levied within the District. Capitalized terms not otherwise defined herein shall be defined as provided in the Special Tax Formula or in the Fiscal Agent Agreement dated as of July 1, 2015, as amended and supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2019, Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of June 1, 2022, and Supplemental Agreement No. 3 to Fiscal Agent Agreement, dated as of October 1, 2025 (as so amended and supplemented, the "Fiscal Agent Agreement"), and U.S. Bank Trust Company, National Association, as successor fiscal agent (the "Fiscal Agent") to MUFG Union Bank, N.A.

3. That the Special Taxes, if levied in accordance with the Special Tax Formula and collected will annually yield sufficient revenue to provide 110% of the annual debt service on the Bonds, the City's Community Facilities District No. 10 (Whitney Ranch) Special Tax Bonds, Series 2022 and annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds.

4. That all information supplied by the Special Tax Administrator for use in the Official Statement, including Appendix A thereto, is true and correct.

5. That, as of the date of the Preliminary Official Statement and the Official Statement and as of the date hereof, those portions of the Official Statement entitled "SECURITY FOR THE BONDS—Special Taxes" and "—Special Tax Methodology," "THE DISTRICT," "RISK FACTORS," and "APPENDIX A" and the other data provided by the Special Tax Administrator and included in the Preliminary Official Statement and the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Dated: October ___, 2025

WILLDAN FINANCIAL SERVICES

By: _____,
Principal

EXHIBIT D

CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS, SERIES 2025

CERTIFICATE OF [BUILDER]
AS TO THE PRELIMINARY OFFICIAL STATEMENT

City of Rocklin
Rocklin, California

Piper Sandler & Co.
Sacramento, California

The undersigned hereby states and certifies that he or she is an authorized officer or representative of [BUILDER] and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

As of the date hereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to [BUILDER], as set forth under the caption "OWNERSHIP OF PROPERTY IN THE DISTRICT—[BUILDER]" is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Dated: September ____, 2025

[BUILDER]

By: _____

$_____
CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS, SERIES 2025

CLOSING CERTIFICATE OF [BUILDER]

City of Rocklin
Rocklin, California

Piper Sandler & Co.
Sacramento, California

The undersigned hereby states and certifies that he or she is an authorized officer or representative of [BUILDER] and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

No event has occurred since the date of the Preliminary Official Statement affecting the statements and information contained therein with respect to [BUILDER], as set forth under the caption "OWNERSHIP OF PROPERTY IN THE DISTRICT—[BUILDER]" which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

Dated: October _____, 2025

[BUILDER]

By: _____

EXHIBIT E
FORM OF ISSUE PRICE CERTIFICATE

$_____
CITY OF ROCKLIN
COMMUNITY FACILITIES DISTRICT NO. 10 (WHITNEY RANCH)
SPECIAL TAX BONDS, SERIES 2025

The undersigned, on behalf of Piper Sandler & Co. ("Piper"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

[2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated September _____, 2025, by and between Piper and the Issuer, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

Defined Terms.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (September ____, 2025), or (ii) the date on which Piper has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Rocklin on behalf of City of Rocklin Community Facilities District No. 10 (Whitney Ranch).

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is September ____, 2025.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO.

By:_____
Name:_____

Dated: October ____, 2025

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)