

AGENDA December 14, 2017 CITY OF CITRUS HEIGHTS CITY COUNCIL 6:30 PM SPECIAL MEETING 7:00 PM REGULAR MEETING City Hall Council Chambers 6360 Fountain Square Drive, Citrus Heights, CA

12/14/17 Agenda Packet

Documents:

#### AGENDA PACKET.PDF

#### CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Bruins, Daniels, Fox, Miller, Slowey

#### PUBLIC COMMENT

Under Government Code Section 54954.3, members of the audience may address the Council on any item of interest to the public and within the Council's purview, or on any Agenda Item before or during the Council's consideration of the Item. If you wish to address the Council during the meeting, please fill out a Speaker Identification Sheet and give it to the City Clerk. When you are called upon to speak, step forward to the podium and state your name for the record. <u>Normally, speakers are limited to five minutes each with 30 minutes being allowed for all comments. Any public comments beyond the initial 30 minutes may be heard at the conclusion of the agenda. The Mayor has the discretion to lengthen or shorten the allotted times.</u>

#### **CLOSED SESSION**

#### CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6 Agency Designated Representative: Christopher W. Boyd, City Manager Employee Organization: Citrus Heights Police Employees Association

#### ADJOURNMENT

#### CALL REGULAR MEETING TO ORDER

- 1. Flag Salute
- 2. Roll Call: Council Members: Bruins, Daniels, Fox, Miller, Slowey
- 3. Video Statement

#### APPROVAL OF AGENDA

#### SPECIAL ITEMS

4. Selection Of Mayor And Vice Mayor

#### PRESENTATIONS

- 5. City Of Citrus Heights 20 Year Celebration A Year In Review
- 6. Microtransit Pilot Proposal For Sacramento

#### COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

#### PUBLIC COMMENT

Under Government Code Section 54954.3, members of the audience may address the Council on any item of interest to the public and within the Council's purview, or on any Agenda Item before or during the Council's consideration of the Item. If you wish to address the Council during the meeting, please fill out a Speaker Identification Sheet and give it to the City Clerk. When you are called upon to speak, step forward to the podium and state your name for the record. <u>Normally, speakers are limited to five minutes each with 30 minutes being allowed for all comments. Any public comments beyond the initial 30 minutes may be heard at the conclusion of the agenda. The Mayor has the discretion to lengthen or shorten the allotted times.</u>

#### CONSENT CALENDAR

It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action is requested by a Council Member.

#### 7. SUBJECT: Approval Of Minutes

RECOMMENDATION: Approve the Minutes of Special/Regular Meeting of Thursday, October 26, 2017, Special Meeting of Wednesday, November 1, 2017 and Regular Meeting of Thursday, November 9, 2017.

8. SUBJECT: Resolution Adopting The Amended Payrate Schedule For The City Of Citrus Heights

STAFF REPORT: M. Alejandrez / S. Neilson

RECOMMENDATION: Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California Adopting the Amended Payrate Schedule

 SUBJECT: Authorization To Access And Examine Sales And Use Tax Records And Prepaid Mobile Telephony Services Surcharge And Local Charge Records STAFF REPORT: R. Rivera / R. Sherman / D. Rodriguez RECOMMENDATION: Staff Recommends the City Council:

a. Adopt Resolution No. 2017-\_\_; A Resolution of the City Council of the City of Citrus Heights, California Authorizing Examination of Sales, use and Transactions Tax Records

b. Adopt Resolution No. 2017- \_\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California Authorizing the Examination of Prepaid Mobile Telephony Services Surcharge and Local Charge Records

10. SUBJECT: Sunrise Boulevard/Sayonara Drive Drainage Project Final Acceptance - City PN 30-17-001

STAFF REPORT: R. Sherman / C. Fallbeck RECOMMENDATION: Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California, Accepting the Sunrise Boulevard/Sayonara Drive Drainage Project as Complete and Authorizing the City Engineer to Record a Notice of Completion and Release Contract Retention

11. SUBJECT: Agreement With Sunrise Recreation And Park District For Supplemental Police Services

STAFF REPORT: R. Lawrence / D. Gutierrez

RECOMMENDATION: Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Enter Into an Agreement Between the Sunrise Recreation and Park District and the Citrus Heights Police Department for Supplemental Law Enforcement Services

12. SUBJECT: Resolution Authorizing The City Manager To Execute Non-Exclusive

Franchise Agreements With Multiple Waste Hauling Companies For The Collection Of Solid Waste, Recyclables And Organic Materials From Businesses And Multifamily Properties

STAFF REPORT: R. Sherman / M. Poole

RECOMMENDATION : Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Grant Non-Exclusive Franchises and to Execute Agreements with Multiple Waste Hauling Companies for the Collection of Solid Waste, Recyclables and Organic Materials from Businesses and Multifamily Properties

13. SUBJECT: Amendment To Agreement With Sacramento Regional Transit For Provision Of Transit Services In Citrus Heights

STAFF REPORT: R. Sherman / M. Poole

RECOMMENDATION: Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California, Approving Amendment No. 1 to the Transit Services Agreement with Sacramento Regional Transit District

#### PUBLIC HEARINGS

14. SUBJECT: Letter Of Public Convenience And Necessity Hop Crawler – 7291 Greenback Lane

STAFF REPORT: R. Sherman / C. McDuffee / A. Bermudez

RECOMMENDATION: Staff Recommends the City Council:

a. Move to Approve the Letter of Public Convenience and Necessity that will Allow for the Issuance of a Type 42 License for the Sale of Beer and Wine for Hop Crawler Located at 7291 Greenback Lane.

#### REGULAR CALENDAR

15. SUBJECT: Approval Of Neighborhood Improvement Project Funding Applications STAFF REPORT: R. Rivera / K. Cooley

RECOMMENDATION : Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California, Approving Neighborhood Improvement Project Funding Awards

DEPARTMENT REPORTS

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT



Jeff Slowey, Mayor Steve Miller, Vice Mayor Jeannie Bruins, Council Member Bret Daniels, Council Member Albert J. Fox, Council Member

## CITY OF CITRUS HEIGHTS CITY COUNCIL Special / Regular Meetings of Thursday, December 14, 2017 City Hall Council Chambers 6360 Fountain Square Dr., Citrus Heights, CA Special Meeting 6:30 p.m. Regular Meeting 7:00 p.m.

**PLEASE NOTE:** The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on the agenda. The City Council has established a procedure for addressing the Council. Speaker Identification Sheets are provided on the table inside the Council Chambers. If you wish to address the Council during the meeting, please complete a Speaker Identification Sheet and give it to the City Clerk. So that everyone who wishes may have an opportunity to speak, there is a five-minute maximum time limit when addressing the Council. Audio/Visual presentation material must be provided to the City Clerk's Office at least 48 hours prior to the meeting.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall located at 6360 Fountain Square Drive, Citrus Heights during normal business hours. Email subscriptions of the agenda are available online by signing up with the City's Notify Me service.

City Council meetings are televised live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems and replayed on the following Monday at 9:00 a.m. Meetings are also webcast live at www.citrusheights.net.

The Agenda for this meeting of the City Council for the City of Citrus Heights was posted in the following listed sites before the close of business at 5:00 p.m. on the Friday preceding the meeting.

- 1. City of Citrus Heights, 6360 Fountain Square Drive, Citrus Heights, CA
- 2. Rusch Park Community Center, 7801 Auburn Boulevard, Citrus Heights, CA
- 3. Sacramento County Library, Sylvan Oaks Branch, 6700 Auburn Blvd., Citrus Heights, CA

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office 916-725-2448, 6360 Fountain Square Drive at least 48 hours prior to the meeting. TDD: California Relay Service 7-1-1.

December 8, 2017

Amy Van, City Clerk

# SPECIAL MEETING 6:30 PM

## CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Bruins, Daniels, Fox, Miller, Slowey

## PUBLIC COMMENT

#### **CLOSED SESSION**

 CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6 Agency Designated Representative: Christopher W. Boyd, City Manager Employee Organization: Citrus Heights Police Employees Association

## **ADJOURNMENT**

## REGULAR MEETING 7:00 PM

## CALL REGULAR MEETING TO ORDER

- 1. Flag Salute Led by Cub Scout Troop
- 2. Roll Call: Council Members: Bruins, Daniels, Fox, Miller, Slowey
- 3. Video Statement

## APPROVAL OF AGENDA

#### SPECIAL ITEMS

4. Selection of Mayor and Vice Mayor

#### PRESENTATIONS

- 5. City of Citrus Heights 20 Year Celebration A Year in Review
- 6. Microtransit Pilot Proposal for Sacramento

## COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

#### PUBLIC COMMENT

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# CONSENT CALENDAR

It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action are requested by a Council Member.

- SUBJECT: Approval of Minutes <u>RECOMMENDATION</u>: Approve the Minutes of Special/Regular Meeting of Thursday, October 26, 2017, Special Meeting of Wednesday, November 1, 2017 and Regular Meeting of Thursday, November 9, 2017.
- <u>SUBJECT</u>: Resolution Adopting the Amended Payrate Schedule for the City of Citrus Heights
   <u>STAFF REPORT</u>: M. Alejandrez / S. Neilson
   <u>RECOMMENDATION</u>: Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California Adopting the Amended Payrate Schedule
- 9. <u>SUBJECT</u>: Authorization to Access and Examine Sales and Use Tax Records and Prepaid Mobile Telephony Services Surcharge and Local Charge Records <u>STAFF REPORT</u>: R. Rivera / R. Sherman / D. Rodriguez <u>RECOMMENDATION</u>: Staff Recommends the City Council:
  - Adopt Resolution No. 2017-\_\_; A Resolution of the City Council of the City of Citrus Heights, California Authorizing Examination of Sales, use and Transactions Tax Records
  - Adopt Resolution No. 2017- \_\_\_; A Resolution of the City Council of the City of Citrus Heights, California Authorizing the Examination of Prepaid Mobile Telephony Services Surcharge and Local Charge Records
- 10. <u>SUBJECT</u>: Sunrise Boulevard/Sayonara Drive Drainage Project Final Acceptance – City PN 30-17-001 <u>STAFF REPORT</u>: R. Sherman / C. Fallbeck <u>RECOMMENDATION</u>: Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California, Accepting the Sunrise Boulevard/Sayonara Drive Drainage Project as Complete and Authorizing the City Engineer to Record a Notice of Completion and Release Contract Retention

11. <u>SUBJECT</u>: Agreement with Sunrise Recreation and Park District for Supplemental Police Services

**<u>STAFF REPORT</u>**: R. Lawrence / D. Gutierrez

**<u>RECOMMENDATION</u>**: Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Enter Into an Agreement Between the Sunrise Recreation and Park District and the Citrus Heights Police Department for Supplemental Law Enforcement Services

12. <u>SUBJECT</u>: Resolution Authorizing the City Manager to Execute Non-Exclusive Franchise Agreements with Multiple Waste Hauling Companies for the Collection of Solid Waste, Recyclables and Organic Materials from Businesses and Multifamily Properties

STAFF REPORT: R. Sherman / M. Poole

**RECOMMENDATION**: Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Grant Non-Exclusive Franchises and to Execute Agreements with Multiple Waste Hauling Companies for the Collection of Solid Waste, Recyclables and Organic Materials from Businesses and Multifamily Properties

13. **<u>SUBJECT</u>**: Amendment to Agreement with Sacramento Regional Transit for Provision of Transit Services in Citrus Heights

STAFF REPORT: R. Sherman / M. Poole

**RECOMMENDATION**: Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California, Approving Amendment No. 1 to the Transit Services Agreement with Sacramento Regional Transit District

## PUBLIC HEARING

14. **SUBJECT**: Letter of Public Convenience and Necessity Hop Crawler – 7291 Greenback Lane

**<u>STAFF REPORT</u>**: R. Sherman / C. McDuffee / A. Bermudez **<u>RECOMMENDATION</u>**: Staff Recommends the City Council:

a. Move to Approve the Letter of Public Convenience and Necessity that will Allow for the Issuance of a Type 42 License for the Sale of Beer and Wine for Hop Crawler Located at 7291 Greenback Lane.

## **REGULAR CALENDAR**

15. <u>SUBJECT</u>: Approval of Neighborhood Improvement Partnership Funding Applications <u>STAFF REPORT</u>: R. Rivera / K. Cooley <u>RECOMMENDATION</u>: Adopt Resolution No. 2017-\_\_\_; A Resolution of the City Council of the City of Citrus Heights, California, Approving Neighborhood Improvement Project Funding Awards

#### DEPARTMENT REPORTS

# **CITY MANAGER ITEMS**

#### **ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS**

**ADJOURNMENT** 

#### CITY OF CITRUS HEIGHTS CITY COUNCIL MINUTES Special/Regular Meetings of Thursday, October 26, 2017 City Hall Council Chambers 6360 Fountain Square Drive, Citrus Heights, CA

## **CALL SPECIAL MEETING TO ORDER**

The special council meeting was called to order at 5:06 p.m.

1.	Roll Call:	Council Members present:	Bruins, Fox, Miller, Mog, Slowey
		Council Members absent:	Daniels
		Staff present:	Boyd, Cooley, Rodriguez, Rivera, Van and
			department directors.

## PUBLIC COMMENT

None

#### STUDY SESSION

2. City Awareness / Promotion Campaign Results

Economic Development Manager Rodriguez reported that the City has partnered with Northstar Destination Strategies to develop the Awareness Campaign. The goal of the campaign is to develop and market a unique message and image that portrays the Citrus Heights of today and will be used to attract new families and individuals to reside here; attract consumers from surrounding communities to select Citrus Heights as their shopping and entertainment destination; and to attract new and surrounding businesses.

Ed Barlow with Northstar Destination Strategies gave a presentation on the research instruments utilized to gather data and information for the Awareness Campaign, which included a community survey, stakeholder/resident interviews, focus groups, undercover interviews, an Influencer Perception Study, a Consumer Awareness and Perception Study and a competitive positioning review. He highlighted the results of their research. He also presented the strategy platform statement that will be used to internally guide the development of the Awareness Campaign, "For those wanting the connectedness of a true community along with urban proximity, Citrus Heights, rooted in California's Capital Region, is a new city with the timeless values of resourcefulness and pragmatism offering you the stability and support to realize your aspirations."

Council Member Daniels arrived at 5:33 p.m.

Council comments followed.

3. Community Survey Results

Assistant to the City Manager Cooley stated that the City conducts a Community Survey every five years get feedback from residents.

She introduced Emily Goodman with EMC Research. Emily reviewed the methodology used to conduct the survey which included online, phone and mail. She reviewed the survey results and stated that residents are happy living in Citrus Heights. They feel invested in the community and are optimistic about the future. She mentioned that residents are content with the City's money management and the current level of taxes and services.

Council comments followed.

## **ADJOURNMENT**

Mayor Slowey adjourned the special meeting at 6:06 p.m.

# CALL REGULAR MEETING TO ORDER

The regular council meeting was called to order at 7:00 p.m. by Mayor Slowey.

1. The Flag Salute was led by Sergeant Baldwin.

2.	Roll Call:	Council Members present:	Bruins, Daniels, Fox, Miller, Slowey
		Council Members absent:	None
		Staff present:	Boyd, Bermudez, Blomquist, Kempenaar, Mog,
			Piva, Rivera, Rodriguez, Van, and department
			directors.

3. The video statement was read by City Clerk Van.

## APPROVAL OF AGENDA

<u>ACTION</u>: On a motion by Council Member Bruins, seconded by Council Member Daniels, the City Council approved the agenda.

AYES:Bruins, Daniels, Fox, Miller, SloweyNOES:NoneABSENT:None

## **PRESENTATIONS**

4. Presentation by Northern California Chapter of Association of Public-Safety Communications Officials Telecommunicator of the Year Award

Northern California Chapter of Association of Public-Safety Communications Officials Karl Grover and Chris Kinman recognized Citrus Heights Police Dispatcher, Amy Rumfelt for receiving the 2017 Telecommunicator of the Year Award. They highlighted her accomplishments throughout her career and praised her hard work and dedication.

Sacramento County Supervisor Sue Frost presented Amy with a certificate of recognition and thanked her for all that she does for the community.

Mayor Slowey also presented Amy a certificate of appreciation and highlighted her accomplishments throughout her career.

5. Presentation by the League of California Cities – 2017 Helen Putnam Award for Excellence

Charles Anderson Regional Public Affairs Manager, with the League of California Cities, presented the 2017 Helen Putnam Award for Excellence to the City of Citrus Heights for its Navigator program.

6. Presentation on the 9<sup>th</sup> Annual Holiday Referral Program

Support Services Manager Maraviov introduced the 9<sup>th</sup> Annual Holiday Referral Program which helps Citrus Heights families in need during the holidays. Families must be referred into the program by schools, friends, community organizations or neighbors. The Police Department will be accepting donations for the families to include food, clothes, toys, gift cards, beds, bicycles and monetary donations.

7. Presentation by Citrus Heights Water District Regarding Proposed Water Rate Adjustments

Hilary Straus General Manager of Citrus Heights Water District gave a presentation on the 2018 Citrus Heights Water District budget, strategic plan and Capital Improvement Program. He also provided an overview of the District's proposed rate adjustments.

#### COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Daniels provided a report from the Sacramento Metropolitan Air Quality Board meeting and informed citizens about Check Before you Burn Day starting on November 1<sup>st</sup>. He encouraged citizens to participate in National Prescription Drug Take Back Day.

Council Member Fox attended the Citrus Heights Spooktacular, Howl 'O' Ween Parade and Harvest festival.

Council Member Bruins promoted two events put on by the Citrus Heights Police Activities League which include the Railroad Museum field trip and the New Year's Eve day party. She spoke at meeting for the Sacramento Area Relators (SAR) and informed them on The Citrus Heights First-Time Homebuyer Program.

Vice Mayor Miller provided an update from the Regional Transit Board meeting.

Mayor Slowey provided a report from the Sacramento Area Council of Governments Board meeting and promoted the 2017 Spaghetti Feed for Veterans and the Homeless hosted by the Citrus Heights Homeless Assistance Resource Team.

#### PUBLIC COMMENT

Jennifer Spur expressed concerns regarding the transient population within the City.

David Warren requested more drug disposal drop off locations to be added throughout the City. He spoke against Item 11 and requested more funding for Police Officers.

Dr. Janya Karpinksi-Costa and Lorraine Furry gave the annual update from Neighborhood Association Area 10.

#### CONSENT CALENDAR

- SUBJECT: Approval of Minutes
   <u>RECOMMENDATION</u>: Approve the Minutes of the City Council Meeting of October 12, 2017
- 9. <u>SUBJECT</u>: Sunrise MarketPlace Property and Business Improvement District 2016 Annual Report <u>STAFF REPORT</u>: R. Sherman / D. Rodriguez <u>RECOMMENDATION</u>: Adopt Resolution No. 2017-088; A Resolution of the City Council of the City of Citrus Heights Approving the Sunrise Marketplace 2016 Annual Report
- 10. **SUBJECT**: Second Reading Ordinance No. 2017-007; Repealing Chapter 2, Division 2 of the Citrus Heights Municipal Code Regarding the Dissolution of the History and Arts Commission

STAFF REPORT: R. Sherman / K. Cooley

**<u>RECOMMENDATION</u>**: Adopt Ordinance No. 2017-007; An Ordinance Repealing Chapter 2, Division 2 of the Citrus Heights Municipal Code Regarding the Dissolution of the History and Arts Commission.

11. **SUBJECT**: Approval of a Memorandum of Understanding with the Citrus Heights Police Officers Association (CHPOA) and Adoption of the Amended Payrate Schedule for City of Citrus Heights

**<u>STAFF REPORT</u>**: R. Rivera **<u>RECOMMENDATION</u>**: Staff Recommends the following:

- a. Adopt Resolution No. 2017-091; A Resolution of the City Council of the City of Citrus Heights, California, Adopting a Memorandum of Understanding with the Citrus Heights Police Officers Association
- b. Adopt Resolution No. 2017-090; A Resolution of the City Council of the City of Citrus Heights Adopting the Amended Payrate Schedule

<u>ACTION</u>: On a motion by Council Members Bruins, seconded by Council Member Daniels, the City Council adopted Consent Calendar Items 8, 9, 10, and 11.

AYES:Bruins, Daniels, Fox, Miller, SloweyNOES:NoneABSENT:None

12. <u>SUBJECT</u>: Letter of Public Convenience and Necessity Food Maxx 6982 Sunrise Boulevard – File # PCN-17-01 <u>STAFF REPORT</u>: A. Bermudez / J. Baldwin <u>RECOMMENDATION</u>: Staff Recommends the Following Motion: a. Move to Approve the Letter of Public Convenience and Necessity that will Allow for the Issuance of a Type 21 License for Off-Sale Distilled Spirts at Food Maxx Located at 6982 Sunrise Boulevard.

Associate Planner Bermudez stated that the existing Food Maxx store located within the Copperwood Shopping Center, which is at the northeast corner of Sunrise Boulevard and Woodmore Oaks Drive is requesting a Type 21 license for the sale of beer, wine, and distilled spirits. The City Council has the ability to approve or deny alcohol license applications when the surrounding area is considered high crime or the number of existing licenses within a census tract exceeds the standards established by the Department of Alcoholic Beverage Control (ABC). She informed Council that Food Maxx currently holds a type 20 license (beer and wine). She stated that the alcohol would be sold in restricted sizes, kept in a locked display case, and would be less than 5% of the total stores sales. She informed Council that Food Maxx has provided information demonstrating the proposed addition of distilled spirits will not be sold in a manner that will burden police services, and is not expected to increase crime in the area. She stated that staff recommended that the City Council move to approve the Letter of Public Convenience and Necessity that will allow for the issuance of a Type 21 license for off-sale distilled spirits at Food Maxx located at 6982 Sunrise Boulevard.

Council questions followed.

Mayor Slowey opened the public hearing at 8:23 p.m.

## Public Comment

John Tumminelli spoke against approving the Letter of Public Convenience and Necessity that will allow for the Issuance of a Type 21 License for Off-Sale Distilled Spirts at Food Maxx.

Bob Hess Senior Divisional Manager for Food Maxx spoke in support of approving the Letter of Public Convenience and Necessity that will allow for the Issuance of a Type 21 License for Off-Sale Distilled Spirts at Food Max. He informed Council that if granted this license, they would no longer need the type 20 license they currently hold. He assured the community that Food Maxx would maintain the operations in a responsible manner that would not disrupt the neighborhood.

Sunny Stately spoke against approving the Letter of Public Convenience and Necessity that will allow for the Issuance of a Type 21 License for Off-Sale Distilled Spirts at Food Maxx.

Douglas Moffett spoke against approving the Letter of Public Convenience and Necessity that will allow for the Issuance of a Type 21 License for Off-Sale Distilled Spirts at Food Maxx.

Karamoit and Davinder Minhas owners of Tony's Liquors spoke against approving the Letter of Public Convenience and Necessity that will allow for the Issuance of a Type 21 License for Off-Sale Distilled Spirts at Food Maxx.

Nancy Graham President of Neighborhood Association Area 9 spoke against approving the Letter of Public Convenience and Necessity that will allow for the Issuance of a Type 21 License for Off-Sale Distilled Spirts at Food Maxx.

Bill Van Duker spoke against approving the Letter of Public Convenience and Necessity that will allow for the Issuance of a Type 21 License for Off-Sale Distilled Spirts at Food Maxx.

Margaret Cleek spoke against approving the Letter of Public Convenience and Necessity that will allow for the Issuance of a Type 21 License for Off-Sale Distilled Spirts at Food Maxx.

Mayor Slowey closed the public hearing at 8:45 p.m.

Council comments followed.

<u>ACTION</u>: On a motion by Council Member Daniels, seconded by Council Member Bruins, the City Council denied the Letter of Public Convenience and Necessity that will allow for the Issuance of a Type 21 License for Off-Sale Distilled Spirts at Food Maxx Located at 6982 Sunrise Boulevard.

AYES:Bruins, Daniels, Fox, MillerNOES:SloweyABSENT:None

 13. <u>SUBJECT</u>: Draft Allocation of Federal 2018 Community Development Block Grant (CDBG) Funds <u>STAFF REPORT</u>: R. Sherman / S. Cotter / N. Piva <u>RECOMMENDATION</u>: Staff Recommends that the City Council:

- a. Hear Public Testimony on the Fund Allocation and Draft Action Plan
- b. Continue Final Action until the November 9, 2017 City Council Meeting

Housing and Grants Program Technician Piva presented the 2018 Community Development Block Grant (CDBG) funding Action Plan. The required Action Plan outlines to the U.S. Department of Housing and Urban Development on how the City spends CDBG funds. The City estimates it will receive \$589,000 in 2018 funds. She stated that the Quality of Life Committee met and developed recommendations to allocate the City's 2018 CDBG funding and that staff has developed a draft Action Plan, which consists of two components - Capital Improvement Projects and Public Service proposals.

The Quality of Life Committee recommends the following:

Organization	Recommended Amount
Public Service (15% maximum)	
A Community for Peace	8,000
Campus Life Connection	10,000
Crossroads Diversified Services	5,000
Meals on Wheels	14,000
Sacramento Self-Help Housing	14,000

Housing Counseling & Navigator	
Sacramento Self-Help Housing	18,965
Renter's Helpline	10,905
Sunrise Christian Food Ministry	10,035
Terra Nova Counseling	8,000

Mayor Slowey opened the public hearing at 9:03 p.m.

#### Public Comment

Campus Life Connections Executive Director Dan Palmer and Julie Habeeb with the Sayonara Center informed the public about the afterschool program available to underserved children. The program includes tutoring, mentoring and athletic enrichment opportunities. She stated that this year's goal is to expand the building use and establish weekly ESL classes for the Sayonara community.

President / CEO of Crossroads Diversified Services Jim Estep spoke about what services they offer the public. Crossroads is a social enterprise that prepares and supports youth and individuals with disabilities for work, education and a path towards self-sufficiency. He highlighted the Youth Employment Readiness Program, which consists of employment readiness and soft skill development.

David Morukawa with Meals on Wheels thanked the City Council for their ongoing support to seniors.

Executive Director of Sacramento Self - Help Housing John Foley expressed appreciation for the support from the City of Citrus Heights. He informed the public about the renter's helpline, which helps the community understand landlord-tenant laws.

Mayor Slowey closed the public hearing at 9:13 p.m.

<u>ACTION</u>: On a motion by Council Member Bruins, seconded by Vice Mayor Miller, the City Council made a motion to continue final action to the November 9, 2017 City Council Meeting.

AYES:Bruins, Daniels, Fox, Miller, SloweyNOES:NoneABSENT:None

## **REGULAR CALENDAR**

- <u>SUBJECT</u>: Debt Issuance and Management Policy <u>STAFF REPORT</u>: R. Rivera <u>RECOMMENDATION</u>: Adopt Resolution No. 2017-089; A Resolution of the City Council of the City of Citrus Heights, California, Adopting the Debt Issuance and Management Policy and Taking Related Action
- 15. <u>SUBJECT</u>: Post-Issuance and Continuing Disclosure Compliance Policy <u>STAFF REPORT</u>: R. Rivera

**<u>RECOMMENDATION</u>**: Adopt Resolution No. 2017-092; A Resolution of the City Council of the City of Citrus Heights, California, Adopting the Post-Issuance and Continuing Disclosure Compliance Policy and Taking Related Actions

Item 14 and Item 15 were discussed simultaneously.

Assistant City Manager Rivera stated that staff periodically reviews City policy for accuracy, relevance, and compliance with local state and federal law. She said that the two items being brought forward, address recent changes in law and best practices. The purposes of these policies are to provide functional tools for financial and capital planning to promote economic growth and enhance the vitality of Citrus Heights for its residents and businesses.

<u>ACTION</u>: On a motion by Council Member Daniels, seconded by Council Member Bruins, the City Council adopted Resolution No. 2017-089; A Resolution of the City Council of the City of Citrus Heights, California, Adopting the Debt Issuance and Management Policy and Taking Related Action

AYES:Bruins, Daniels, Fox, Miller, SloweyNOES:NoneABSENT:None

<u>ACTION</u>: On a motion by Council Member Fox, seconded by Council Member Daniels, the City Council Adopted Resolution No. 2017-092; A Resolution of the City Council of the City of Citrus Heights, California, Adopting the Post-Issuance and Continuing Disclosure Compliance Policy and Taking Related Actions

AYES:Bruins, Daniels, Fox, Miller, SloweyNOES:NoneABSENT:None

## **DEPARTMENT REPORTS**

16. <u>SUBJECT</u>: Update on Award of Active Transportation Program Grant <u>DEPARTMENT</u>: Community / Economic Development Department

Senior Planner Kempenaar and Senior Civil/Traffic Engineer Blomquist gave an update on the award of the Active Transportation Program Grant. They stated that the intent of the program is to increase walking and biking within the City. The first project is the Mariposa Safe Routes to School Phase 4 and the second project is the Electric Greenway, a multi-use trail. They provided an outline and schedule for both projects.

Council questions and comments followed.

## **CITY MANAGER ITEMS**

City Manager Boyd introduced Pop Sergeant Chad Morris. He thanked Sergeant Baldwin for his work and dedication.

## **ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS**

Mayor Slowey announced the Strategic Planning Retreat on November 1st.

## ADJOURNMENT

Mayor Slowey adjourned the regular meeting at 9:26 p.m.

Respectfully Submitted,

Amy Van, City Clerk

## CITY OF CITRUS HEIGHTS CITY COUNCIL MINUTES Special Meeting of Wednesday, November 1, 2017 Citrus Heights Community Center 6300 Fountain Square Drive, Citrus Heights, CA

#### MINUTES

#### SPECIAL CITY COUNCIL MEETING CALLED TO ORDER

- The special City Council meeting was called to order at 9:00 a.m.
- Roll Call: Council Members present: Bruins, Daniels, Fox, Miller and Slowey Council Members absent: None
- Staff Present: City Manager Boyd and department directors.

#### PUBLIC COMMENT

Tom Scheeler Tonya Wagner

# STRATEGIC PLANNING AND TEAM BUILDING RETREAT

The City Council held a Strategic Planning Retreat. Marilyn Snider, with Snider and Associates, facilitated the meeting and provided a record of the discussion, which is attached and incorporated into the minutes.

#### **ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 2:00 p.m.

Respectfully submitted,

Amy Van, City Clerk

## CITY OF CITRUS HEIGHTS STRATEGIC PLANNING RETREAT November 1, 2017 \* Citrus Heights Community Center

Marilyn Snider, Facilitator – Snider and Associates (510) 531-2904 Michelle Snider Luna, Recorder – Snider Education & Communication (510) 610-8242

#### **MISSION STATEMENT**

The City of Citrus Heights is committed to providing high quality, economical, responsive city services to our community.

#### **VISION STATEMENT**

Citrus Heights will be the city of choice for residents and businesses to prosper and thrive and a model of neighborhood engagement.

#### CORE VALUES

not in priority order

The City of Citrus Heights values ...

Diversity

Integrity

Teamwork

Innovation

Respect

Responsive Customer Service

Trust

**THREE-YEAR GOALS** 

2017-2020 \* not in priority order

Maintain fiscal stability

Improve streets and infrastructure

Diversify for a changing economy

Enhance and expand public safety

Improve community vibrancy and engagement

# S.W.O.T. ANALYSIS

Strengths-Weaknesses-Opportunities-Threats

# WHAT ARE THE STRENGTHS AND ACCOMPLISHMENTS OF THE CITY OF CITRUS HEIGHTS SINCE THE APRIL 2017 STRATEGIC PLANNING RETREAT?

Brainstormed List of Perceptions

- Continue to be debt free, with the exception of the PERS payment
- Remain fiscally sound
- Block Party to celebrate the 20 Year Anniversary
- Completed the community survey—87% satisfaction
- Repaired 11,000 square feet of potholes on Sunrise, Auburn Blvd, Old Auburn, Van Maren and Greenback
- Made significant progress on right of way purchases on Auburn-Phase II
- Launched a successful Traffic Safety Awareness Campaign
- Successfully adopted and balanced our budget for 20 years
- Conducted a Council Study Session of 2017 housing and land use laws
- Adopted a 5-Year Capital Improvement Program
- Hired a City Manager
- Launched City Awareness Campaign
- Maintained a positive relationship with the Citrus Heights Police Officers Association
- Received a \$5.8 million grant for the Electric Greenway Project
- Partnering with Sunrise Mall and Sunrise Marketplace to build a Pop Up Stadium
- Became a regional member of the Greater Sacramento Economic Council
- Combined General Services and Community Economic Development under one Director
- Transitioned to a new Animal Shelter
- Launched a Sign Ordinance Education Campaign
- Launched an online building permit system
- Completed 3 Business Walks
- Expanded City Hall Volunteer Program
- Collaborated with the Fire Department to get a Fire Department plan check person at City Hall
- Continued successful Holiday Referral Program
- Did online pet licensing
- Worked with Sacramento Area Sewer District to bring a private sewer system online to the District sewer system (for the Chapel Hill neighborhood)
- Successfully changed the zip code for a neighborhood so they have a Citrus Heights address now, and not a Sacramento one
- Completed construction of the Sunrise Sayonara Drainage Improvement Project
- 78% of residents say we are good at managing tax dollars
- Filled open Council seat with an excellent candidate
- Successful graduation of Citizens Academy annually-total of 13
- Deployed Mobile Crisis Support Team for mentally ill
- Established a First Impressions Team for customer service
- Began planning for development of Mitchell Farms with Watt Properties
- Created a new model for the history and arts community
- Held two strategic planning workshops with the Auburn Blvd Business Association
- Provided support to our neighborhood associations to do NIP improvements to several public use areas

- Actively collaborating with the school district and working on ideas to improve public education
- Built new City Hall
- Partnership with Dignity Health
- Launched the City's Facebook page
- We've seen an increase in new businesses
- Hired a new Police Chief
- Received the Helen Putnam Award for the City's Navigator Program to service the homeless
- Received a \$350,000 grant for the Safe Routes to Schools Program
- Hired an additional Animal Control Officer
- Completed annual Residential Paving Program
- We retooled funding for neighborhood associations and converted to a competitive bidding process for projects
- Performed monthly DUI enforcement
- Sold City-owned property on Antelope and made money on the sale
- Started the Transit Planning Project
- Police Department presented crime prevention program to businesses
- Initiated the Mitchell Farms CEQA process
- Minimal increases in the crime rate
- Hosted the Sacramento Chapter of the League of California Cities meeting at the new City Hall
- 86% of the public are happy with the overall execution of services
- Assisted the Chamber in launching the City's Leadership Academy
- Received \$350,000 in loan repayments from housing programs
- Combined HR and Finance Departments into Administrative Services Department under a new Assistant City Manager
- Planted 20 new trees to celebrate the City's 20th Anniversary
- Completed five Activate Auburn Design Programs (funds for helping with business façade improvements)
- Provided an amendment to our operating agreement with Stock Ranch to allow further development of Stock Ranch on Auburn Blvd
- Met with the San Juan School District to discuss the disposition of the Sylvan property
- DUI collisions have been reduced by 16% since January 2017 due to DUI saturation enforcement detail

## WHAT ARE THE CITY'S CURRENT INTERNAL WEAKNESSES/CHALLENGES?

Brainstormed List of Perceptions

- Not all City services are online
- Public feels the City Council doesn't consider their input
- Inefficient communication platforms to the community (e.g., Reach Out, Connections)
- Insufficient funding for code enforcement staff
- The public feels we are not doing enough to address homelessness
- Limited funding to address aging infrastructure, including street maintenance
- Limited internal development opportunities
- Lack of communication to Council and the neighborhoods regarding traffic flow, signage changes where work is initiated and completed
- Inability to staff community events
- Don't have enough ways to communicate with the public
- Lack of fresh ideas for community events

# WHAT ARE THE EXTERNAL FACTORS/TRENDS THAT WILL/MIGHT HAVE A <u>POSITIVE</u> IMPACT ON THE CITY IN THE NEXT THREE YEARS?

Brainstormed List of Perceptions

- Passage of SB 1 (funding for transportation)
- Passage of SB 2 (housing funding)
- Recent change in ownership of Sunrise Village
- Evolving technology that will easily enable service provision
- Potential redevelopment of Sunrise Mall
- Consistent inventory of reasonable rental properties
- Potential rent control legislation by the State
- The economy is moving in a positive direction
- Housing market is on an upswing
- Normal rainfall
- 2018 election
- Work being done by the Sunrise Marketplace for the outdoor arena
- Completion of Mitchell Farms to provide attractive housing
- New Chamber of Commerce Executive Director
- Potential development of the old Sylvan School property
- Stock Ranch commercial property development
- New Director of regional SACOG organization
- Potential legislation to reverse the release of violent prisoners
- Completion of the Medical Office Building
- Improved entertainment with the Pop Up Stadium

# WHAT ARE THE EXTERNAL FACTORS/TRENDS THAT WILL/MIGHT HAVE A <u>NEGATIVE</u> IMPACT ON THE CITY IN THE NEXT THREE YEARS?

Brainstormed List of Perceptions

- Internet sales
- Globalization of retail market
- Passage of SB 1—less money in everyone's pockets
- Soft on crime legislation
- Rising PERS costs
- Lack of affordable housing
- Rising health care costs
- Natural disasters
- Recreational marijuana
- Political discourse
- Unclear immigration policies
- Shrinking local control by the State
- Lack of trust in government
- Crazy actions by the California Legislature
- Potential changes to the bail system
- Rising costs to support illegal immigrants
- Unstable health care industry
- Potential rent control ballot measure
- Lack of qualified employee candidates

4

- 2018 election
- Terrorism
- Potential changes to tax laws
- Increase in drug driving
- Taxes
- Ongoing racial issues in our country
- Environmental pollution due to indoor marijuana growers
- Polarization of the political scene
- Transient population
- Sanctuary City/State finance restrictions possibly coming down

\* \* \* \* \*

#### BRAINSTORMED THREE-YEAR GOALS

- Maintain fiscal stability
- Improve public education
- Provide excellent schools in Citrus Heights
- Improve streets and infrastructure
- Enhance and expand public safety
- Enhance technology to improve communication and service delivery
- Consider forming a Citrus Heights Unified School District
- Expedite planning for Old Auburn to Sunrise traffic patterns
- Diversify for a changing economy
- Beautify the city
- Improve vibrancy and community engagement
- Attract new community involvement
- Mitigate PERS debt obligations
- Enhance transit options
- Annex Roseville Point into the city
- Reduce homelessness

5

## NEXT STEPS/FOLLOW-UP PROCESS

WHEN	WHO	WHAT
November 2, 2017	City Manager	Distribute the updated Strategic Plan to meeting invitees.
Within 48 hours	All recipients	Read the strategic planning retreat record.
November 4, 2017	City Clerk	Place the "Strengths" and new Three Year Goals on the city's website.
At the November 9, 2017 City Council meeting	City Council & City Manager	Present the updated Strategic Plan to the public.
November 16, 2017	City Manager & Management Team	Review the "Weaknesses" list for possible action items.
By November 17, 2017	City Manager & Department Heads	Present and review the draft updated Strategic Plan with staff.
Monthly	City Council & Executive Team	Monitor progress on the Strategic Plan and revise Objectives (add, amend and/or delete), as needed.
Monthly	City Manager	Distribute the written, updated Objectives Monitoring Matrix to the City Council and Department Heads for sharing with staff.
By April 15, 2018	City Manager	Research a City Naming Policy and present the results to the City Council.
May 1, 2018 8:30/9:00 am to 3:00 pm	City Council City Manager City Attorney Executive Team	Strategic Planning Retreat to: - assess progress on the Strategic Plan Goals and Objectives - develop new Six-Month Strategic Objectives for each Three- Year Goal

# STRATEGIC PLAN ELEMENTS

Marilyn Snider, Strategic Planning Facilitator \* Snider and Associates (510) 531-2904

#### "SWOT" ANALYSIS

Assess the organization's: - Internal <u>Strengths</u> - Internal <u>W</u>eaknesses - External <u>O</u>pportunities - External <u>T</u>hreats

#### **MISSION/PURPOSE STATEMENT**

States WHY the organization exists and WHOM it serves

#### **VISION STATEMENT**

A vivid, descriptive image of the future—what the organization will BECOME

#### CORE VALUES

What the organization values, recognizes and rewards—strongly held beliefs that are freely chosen, publicly affirmed, and acted upon with consistency and repetition

#### **THREE YEAR GOALS**

WHAT the organization needs to accomplish (consistent with the Mission and moving the organization towards its Vision) – usually limited to 4 or 5 key areas

#### **KEY PERFORMANCE MEASURES**

What success will look like upon achievement of the goal

#### SIX MONTH STRATEGIC OBJECTIVES

HOW the Goals will be addressed: By <u>when, who</u> is accountable to do <u>what</u> for each of the Goals

#### **FOLLOW-UP PROCESS**

Regular, timely monitoring of progress on the goals and objectives; includes setting new objectives every six months

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7

# CITY OF CITRUS HEIGHTS O STRATEGIC OBJECTIVES

November 1, 2017 - April 15, 2018

	THREE-YEAR GOAL: MAINTAIN FISCAL STABILITY							
WHEN	WHO	WHAT		STATU	S	COMMENTS		
-			DONE	ON TARGET	REVISED			
1. At the January 25, 2018 Council meeting	Assistant City Manager	Provide a presentation to the City Council regarding possible pension changes at PERS and their implications for the City's long-term financial stability.						
2. By the April 12, 2018 Council meeting	Assistant to the City Manager	Hold a Community Budget Workshop regarding community support funding.						
3. At the April 12, 2018 Council meeting	City Manager and Assistant City Manager	Project revenue and expenditures using the City of Citrus Heights Ten-Year Budget Model <u>with an emphasis on the next</u> <u>4-year strategy</u> as part of the FY 2018-2019 budget process.						

	THREE-YEAR GOAL: IMPROVE STREETS AND INFRASTRUCTURE						
WHEN	WHO	WHAT		STATUS	;	COMMENTS	
	I	I	DONE	ON TARGET	REVISED		
1. By March 15, 2018	Community Services Director	Advertise for bids for Safe Routes to School/Mariposa Phase 3 and Sunrise Complete Streets Improvements Phase 2A.					
2. By April 1, 2018	Community Services Director	Develop a Long-Term Landscape Maintenance and/or Replacement Plan for City-owned landscaping.					
3. By April 15, 2018	Community Services Director	Advertise for bids for the Highland Avenue Drainage Project.					

THREE-YEAR GOAL: DIVERSIFY FOR A CHANGING ECONOMY							
WHEN	who	WHAT		STATU	S	COMMENTS	
			DONE	ON TARGET	REVISED		
1. By the April 12, 2018 Council meeting at a City Council Study Session	Community Services Director	Review possible zoning changes with the City Council.					
2. By April 15, 2018	Assistant City Manager and Community Services Director	Review the City's existing technology and present to the City Council simplified processes for the public to use for doing business with the City.					
3. By April 15, 2018	City Manager (lead), Community Services Director, Police Chief and Mayor	Visit 4 Citrus Heights businesses, targeting businesses that want to expand and diversify.					

THREE-YEAR GOAL: ENHANCE AND EXPAND PUBLIC SAFETY						
WHEN	WHO	WHAT	STATUS			COMMENTS
	-		DONE	ON TARGET	REVISED	
1. Monthly	Police Chief	Ensure continuation of a DUI checkpoint or DUI saturation detail (i.e., 3 to 5 officers conducting a moving DUI checkpoint) is conducted.				
2. By December 15, 2017	Police Chief	Launch a Crime Prevention Program designed to reduce burglaries through community engagement, education and enforcement.				
3. At the January 25, 2018 Council meeting and quarterly thereafter	Police Chief and the Homeless Navigator	Present to the City Council results from the previous quarter's program activities.				
4. By February 15, 2018	Police Chief	Enhance protocols for public safety response and security to public events, including the proposed stadium.				

WHEN	WHO	WHAT		STATU	s	COMMENTS
			DONE	ON TARGET	REVISED	
1. At the March 22, 2018 Council meeting	Assistant to the City Manager	Evaluate and bring forward options to the City Council for action to improve/enhance communication with the public.				
2. By April 15, 2018	City Manager, in a meeting with the San Juan USD Superintendent and American River College President	Determine how to implement a program pathway for graduating high school seniors to enter community college and report the progress to the City Council.				
3. By April 15, 2018	Police Chief (lead), City Manager and 2 by 2s, meeting with the San Juan USD Board of Directors and Superintendent	Tour the Fairfield Public Safety Academy to identify how to improve school test results and enrollment in Citrus Heights.				
4. By April 15, 2018 in a Council Study Session	City Manager	Present to the City Council for direction a potential rental housing ordinance and other options to improve landlord maintenance and rental property upkeep.				
5. By April 15, 2018	City Manager, with City Council input	Create an ad hoc Citizen Committee and develop a process for the citizens to evaluate and recommend to the City Council options to enhance and improve community events.				

#### CITY OF CITRUS HEIGHTS CITY COUNCIL MINUTES Regular Meeting of Thursday, November 9, 2017 City Hall Council Chambers 6360 Fountain Square Drive, Citrus Heights, CA

## **CALL REGULAR MEETING TO ORDER**

The regular council meeting was called to order at 7:00 p.m. by Mayor Slowey.

- 1. The Flag Salute was led by Council Member Daniels.
- Roll Call: Council Members present: Bruins, Daniels, Fox, Miller, Slowey Council Members absent: None Staff present: Bermudez, Boyd, Piva, Poole, Rodriguez, Van, Ziegler and department directors.
- 3. The video statement was read by City Clerk Van.

## APPROVAL OF AGENDA

City Clerk Van announced that Item 8 was pulled from the agenda.

<u>ACTION</u>: On a motion by Vice Mayor Miller, seconded by Council Member Daniels, the City Council approved the agenda.

AYES:Bruins, Daniels, Fox, Miller, SloweyNOES:NoneABSENT:None

## **PRESENTATIONS**

4. City of Citrus Heights 20 Year Celebration – Top 20 Presentation

Economic Development Manager Rodriguez presented the Top 20 City landmarks, which included the 12-Mile House, 14-Mile House, Birdcage Center, C-Bar-C Park, churches, Civic Center, community garden, Fireside Lanes, Hall's Furniture, old Sylvan Schoolhouse, pumpkin farm, Rusch Home, Rusch Park & Bridge, San Juan High School, Sunrise Mall, Sunrise MarketPlace gateway signs, sylvan corners & pylons, Sylvan Cemetery, Sylvan Library and Up and Away public art.

5. Presentation on the Annual Christmas Tree Lighting Event – December 7, 2017

City Clerk Van announced the 21<sup>st</sup> Annual Christmas Tree Lighting Event will be held on December 7<sup>th</sup> beginning at 6:30 p.m. at City Hall. The event is free and will include a performance by the Citrus Heights Community Marching Band, holiday messages from City Council and pictures with Santa.

## COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Bruins attended Lieutenant Chad Courtney's retirement party and the Annual Spaghetti Feed Event held by the Homeless Assistance Resource Team. She provided an update from the Citrus Heights Police Activities League Strategic Planning Retreat.

Council Member Fox attended the grand opening of Nine Round Kick-Boxing Fitness and Get Wellness Center which offers personal training and nutrition consulting. He also attended the Mesa Verde Business Academy.

Council Member Daniels announced the 2017 Tie One On for Safety Campaign put on by Mothers Against Drunk Driving will be held at Performance Chevrolet on November 16<sup>th</sup> and the Toys for the Troops' Kids toy drive will be held on December 9<sup>th</sup>.

Vice Mayor Miller encouraged people to attend the Veteran's Day Ceremony at Sylvan Cemetery.

Mayor Slowey and City Council attended the Strategic Planning Retreat. He provided a summary of the City's three-year goals, which include; maintaining fiscal stability, improving streets and infrastructure, diversifying for a changing economy, enhancing and expanding public safety and improving community vibrancy and engagement.

## PUBLIC COMMENT

Jennifer Spurr thanked Citrus Heights Police Department for providing great customer service. She suggested ideas on how to work with the homeless community.

Karen Pastor owner of Pastor's Valero expressed concerns regarding transient issues near her business.

## CONSENT CALENDAR

 6. <u>SUBJECT</u>: General Plan Progress Report Years 2013 through 2015 <u>STAFF REPORT:</u> R. Sherman / C. McDuffee / A. Bermudez <u>RECOMMENDATION</u>: Adopt Resolution No. 2017-093; Resolution of the City Council of the City of Citrus Heights, California Accepting the General Plan Annual Progress Report

<u>ACTION:</u> On a motion by Council Member Bruins, seconded by Council Member Fox, the City Council adopted Consent Calendar Item 6.

AYES:Bruins, Daniels, Fox, Miller, SloweyNOES:NoneABSENT:None

## PUBLIC HEARING

 <u>SUBJECT</u>: Continued from the October 26, 2017 Council Meeting - Allocation of Federal 2018 Community Development Block Grant Funds
 <u>STAFF REPORT</u>: R. Sherman / S. Cotter / N. Piva
 <u>RECOMMENDATION</u>: Adopt Resolution No. 2017-094; Resolution of the City Council of the City of Citrus Heights, California, Adopting the 2018 Community Development Block Grant Action Plan and Authorizing the City Manager to Execute Contracts to Implement the Adopted 2018 Action Plan

Housing and Grants Program Technician Piva provided an overview of the draft allocation of Federal 2018 Community Development Block Grant (CDBG) funds. The City estimates it will receive \$589,000 in 2018 funds. She explained that 15% is available for public service projects, 20% for administration and 65% for Capital Improvement Projects.

Estimated 2018 CDBG Annual Award	\$589,000
Available for public services (15% maximum)	88,000
Available for administration (20% maximum)	118,000
Available for other activities (65%)	383,000

The Quality of Life Committee recommends the following:

Organization	Recommended Amount
Public Service (15% maximum)	
A Community for Peace	8,000
Campus Life Connection	10,000
Crossroads Diversified Services	5,000
Meals on Wheels	14,000
Sacramento Self-Help Housing	14.000
Housing Counseling & Navigator	14,000
Sacramento Self-Help Housing	18,965
Renter's Helpline	18,905
Sunrise Christian Food Ministry	10,035
Terra Nova Counseling	8,000

Council comments followed.

Mayor Slowey opened the Public Hearing at 7:33 p.m.

## Public Comment

Elaine Whitefeather with A Community for Peace thanked the City for their support. She introduced David Cropp and Shar Martin, who provided an overview on the statistics, services and programs through A Community for Peace.

Rocky Peterson with Sunrise Christian Food Ministry thanked the Council for their continued support.

Council comments followed.

Mayor Slowey closed the Public Hearing at 7:43 p.m.

<u>ACTION</u>: On a motion by Council Member Bruins, seconded by Vice Mayor Miller, the City Council adopted Resolution No. 2017-094; Resolution of the City Council of the City of Citrus Heights, California, Adopting the 2018 Community Development Block Grant Action Plan and Authorizing the City Manager to Execute Contracts to Implement the Adopted 2018 Action Plan.

AYES:Bruins, Daniels, Fox, Miller, SloweyNOES:NoneABSENT:None

#### **REGULAR CALENDER**

8. <u>SUBJECT</u>: Arco Gas Station and AM/PM Convenience Store Project EIR – Award of Professional Services Contract <u>STAFF REPORT</u>: R. Sherman / C. McDuffee / N. Lagura <u>RECOMMENDATION</u>: Adopt Resolution No. 2017-\_\_\_; Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement for Professional Services with Analytical Environmental Services (AES), to Provide Professional Services for the Arco Gas Station and AM/PM Convenience Store Project Environmental Impact Report

Item 8 was pulled from the agenda.

9. <u>SUBJECT</u>: Amendment to Residential Garbage and Recycling Service Agreement with Republic Services and Agreement with Sacramento County for Household Hazardous Waste Collection Program

**<u>STAFF REPORT</u>**: R. Sherman / M. Poole

**RECOMMENDATION**: Adopt Resolution No. 2017 - 095; A Resolution of the City Council of the City of Citrus Heights, California, Approving Amendment Number One to the 2016 Amended Residential Solid Waste and Recycling Collection Services Contract and Approving the Agreement with Sacramento County to Allow Citrus Heights Residents to use the County's Permanent Household Hazardous Waste Collection Facility and the County's Antifreeze, Batteries, Oil & Paint Facility and Authorizing the City Manager to Execute the Agreements

Operations Manager Poole gave an overview of the City's current agreement with Republic Services for residential garbage and recycling services that includes a requirement to provide up to three Household Hazardous Waste (HHW) drop off events each calendar year to dispose of household flammables, poisons, landscape chemicals, paints, car batteries, etc. These events have been successful, but are not convenient or accessible for many residents. As a result, staff has remained open to the potential of revisiting a partnership with Sacramento County or another entity to provide this program at a Permanent Household Hazardous Waste Collection Facility. Prior to 2011, the City contracted with Sacramento County to provide residents access to drop off HHW items at the Northwest Area Recovery Station. In 2011, the City amended the agreement with Republic Services to provide three HHW drop-off events per calendar year. While the drop-off events have been successful, residents unable to utilize them have limited options for responsible disposal. A new agreement with Sacramento County is proposed for residential use of HHW drop off facilities. The proposed amendment to the agreement with Republic Services would remove the requirement for Republic to provide the three drop off events, and retains the requirement for Republic Services to cover the costs of any charges over the \$75,000 the City annually dedicates to drop off events. In addition, the City will continue to require Republic Services to execute public education and outreach efforts related to HHW collection. Staff is recommending the City Council approve the amendment with Republic Services to remove the HHW drop off event and approve the agreement with the County of Sacramento for the provision of a HHW collection program.

<u>ACTION</u>: On a motion by Mayor Slowey, seconded by Vice Mayor Miller, the City Council adopted Resolution No. 2017 - 095; A Resolution of the City Council of the City of Citrus Heights, California, Approving Amendment Number One to the 2016 Amended Residential Solid Waste and Recycling Collection Services Contract and Approving the Agreement with Sacramento County to Allow Citrus Heights Residents to use the County's Permanent Household Hazardous Waste Collection Facility and the County's Antifreeze, Batteries, Oil & Paint Facility and Authorizing the City Manager to Execute the Agreements.

AYES:Bruins, Daniels, Fox, Miller, SloweyNOES:NoneABSENT:None

# **DEPARTMENT REPORTS**

10. **<u>SUBJECT</u>**: One Year Update on the Zoning Code Amendments Relating to Hen Keeping <u>**DEPARTMENT**</u>: Community/ Economic Development Department

Associate Planner Bermudez provided an update on the zoning code amendment regarding hens. She stated complaints relating to hen keeping have declined and the City has received positive feedback.

## **CITY MANAGER ITEMS**

None

# ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

11. Council Discussion Regarding Prescription Drug Pill Bottle Locking Devices

Council Member Daniels requested that the Council and the City look into ways of partnering with others to provide the devices; he has discussed this with County Supervisor Sue Frost who has committed to funding in this effort, but is unsure as to what level of funding. He suggested reaching out to other organizations for funding such as Mercy Hospital, Rotary, and others. He is looking for support from the Council to look into this idea of providing the devices to residents and move forward with it if the Council believes it is something important for the residents.

Mayor Slowey expressed concerns regarding funding to purchase the items, and City staff time used to develop a process to distribute them.

#### Public Comment

Sandy Hancock representative of Safer Lock gave information and a description of the product.

Council Member Bruins commented that it seemed more appropriate to have the medical community provide funding for the devices rather than local government.

Vice Mayor Miller stated he is interested in the scope of how the devices would be distributed, and would like to raise the awareness of drug abuse.

By consensus the City Council agreed to support Council Member Daniels' efforts with the understanding that he would secure funding as well as the purchase of the devices to make them available to the public at the Police Department, City Hall and Community Center.

#### **ADJOURNMENT**

Mayor Slowey adjourned the regular meeting at 8:18 p.m.

Respectfully Submitted,

Amy Van, City Clerk



# **CITY OF CITRUS HEIGHTS**

# CITY COUNCIL STAFF REPORT MEMORANDUM

DATE:	December 14, 2017
TO:	Mayor and City Council Members Christopher W. Boyd, City Manager
FROM:	Monica Alejandrez, Human Resources Manager Sharon Neilson, Senior Management Analyst
SUBJECT:	<b>Resolution Adopting the Amended Payrate Schedule for the City of Citrus Heights</b>

# Summary and Recommendation

Staff recommends the City Council approve the attached resolution adopting an amended Payrate Schedule for the City of Citrus Heights effective January 1, 2018.

# Fiscal Impact

There is no fiscal impact.

#### **Background and Analysis**

California Code of Regulations, Title 2, Section 570.5 and requirements of the California Public Employees' Retirement System (CalPERS) requires the payrate shall be listed on a schedule which:

- (1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
- (2) Identifies the position title for every employee position;
- (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- (4) Indicates the time base, including but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- (6) Indicates an effective date and date of any revisions;
- (7) Is retained by the employer and available for public inspection for not less than five years; and
- (8) Does not reference another document in lieu of disclosing the payrate.

The amended Payrate Schedule (Exhibit A) contains revisions for the following classifications:

- a) Updates the following positions to comply with California minimum wage statute which increases the minimum wage from \$10.50 to \$11.00 per hour effective January 1, 2018:
  - 1) Facility Aide
  - 2) Intern Extra Help
- b) Update to the previous classification title "Police Volunteer Coordinator Extra Help":
  - 1) Volunteer Coordinator Extra Help

#### **Conclusion**

Staff recommends the City Council approve the attached resolution adopting the amended Payrate Schedule for the City of Citrus Heights effective January 1, 2018.

- Attachments: (1) Resolution 2017-\_\_\_ Adopting the Amended Payrate Schedule for the City of Citrus Heights
  - (2) Exhibit A: Amended Payrate Schedule for the City of Citrus Heights effective January 1, 2018

# RESOLUTION NO. 2017 -\_\_\_\_

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS ADOPTING THE AMENDED PAYRATE SCHEDULE

WHEREAS, the City of Citrus Heights engages in sound economic planning practices; and

**WHEREAS,** California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with the California Public Employees' Retirement System to approve and adopt a payrate schedule in accordance with public meeting laws; and

**WHEREAS**, the payrate schedule must identify each position by title, the individual payrate amount or ranges for that position, the time base upon which the amounts are based, and track all revisions.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Citrus Heights:

#### Section 1. Findings

The City Council hereby finds and determines the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council as set forth below.

#### Section 2.

The City Council hereby adopts the amended Payrate Schedule attached to this resolution as Exhibit A, which shall be effective January 1, 2018.

#### Section 3.

The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14th day of December 2017, by the following vote, to wit:

AYES:	<b>Council Members:</b>
NOES:	<b>Council Members:</b>
<b>ABSTAIN:</b>	<b>Council Members:</b>
<b>ABSENT:</b>	<b>Council Members:</b>

ATTEST:

Jeff Slowey, Mayor

Amy Van, City Clerk



# CITY OF CITRUS HEIGHTS SALARY TABLE Effective: January 1, 2018

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY
ACCOUNTANT			33.0195	42.3972
ADMINISTRATIVE ASSISTANT			24.3892	31.3157
ADMINISTRATIVE TECHNICIAN			26.8279	34.4472
ANIMAL SERVICES OFFICER I			24.3088	31.2126
ANIMAL SERVICES OFFICER II			26.7396	34.3337
ASSISTANT CITY CLERK	73,770.38	94,720.98		
ASSISTANT CITY MANAGER	157,146.77	207,826.60		
ASSISTANT ENGINEER			32.6101	41.8716
ASSISTANT PLANNER			29.3446	37.6786
ASSISTANT TO THE CITY MANAGER	95,569.27	122,710.80		
ASSOCIATE CIVIL ENGINEER	82,073.19	105,382.02	39.4583	50.6645
ASSOCIATE ENGINEER			35.8712	46.0585
ASSOCIATE ENGINEER – XTRA HELP			35.8712	46.0585
ASSOCIATE PLANNER	68,349.18	87,760.35		
BUILDING INSPECTOR I			27.5139	35.3279
BUILDING INSPECTOR II			30.2652	38.8606
CHIEF BUILDING OFFICIAL	103,855.71	133,350.93		
CHIEF OF POLICE	167,794.43	221,910.83		
CITY CLERK	91,225.13	117,133.06		
CITY ENGINEER	124,224.81	159,504.67		
CITY ENGINEER – XTRA			59.7235	76.6849
CITY MANAGER	260,100.00			
CITY MANAGER'S EXECUTIVE ASSISTANT	68,680.75	88,186.01		
CODE ENFORCEMENT OFFICER I			24.3088	31.2126
CODE ENFORCEMENT OFFICER II			26.7396	34.3337
CODE ENFORCEMENT TECH			22.0989	28.3750
COMMUNITY & ECON DEV DIRECTOR	142,858.65	188,933.27		
COMMUNITY ENHANCEMENT MANAGER	103,855.71	133,350.93		
COMMUNITY SERVICES DIRECTOR	150,003.73	198,379.93		
COMMUNITY SERVICES OFFICER I			20.2395	25.9875
COMMUNITY SERVICES OFFICER II			22.2635	28.5864
COMMUNITY SVCS OFFICER - XTRA			20.2395	25.9875
CONSTRUCTION / MAINT INSP I			25.8648	33.2105
CONSTRUCTION / MAINT INSP II			28.4513	36.5315
CONSTRUCTION/MAINT INSP SUPERV	86,881.22	111,555.34		
CRIME SCENE / PROP EVD SPEC I			24.4393	31.3800
CRIME SCENE / PROP EVD SPEC II			26.8832	34.5179

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUN HOURLY
CUSTODIAN			15.8000	20.5500
DATA ENTRY ASST - XTRA HELP			14.3100	18.3740
DATABASE & APPLICATION ANALYST			40.5103	52.0153
DEVELOPMENT SERVICES TECH I			23.3581	29.9917
DEVELOPMENT SERVICES TECH II			25.6940	32.9910
DEVELOPMENT SPECIALIST I	68,680.75	88,186.01		
DEVELOPMENT SPECIALIST II	75,548.90	97,004.61		
ECONOMIC DEVELOPMENT MANAGER	88,962.62	114,228.00		
ENGINEERING AIDE			20.9341	26.8795
ENGINEERING TECHNICIAN I			23.0275	29.5673
ENGINEERING TECHNICIAN II			25.3303	32.5240
EVENT & COMMUNITY CTR TECH			22.0989	28.3750
EVENT AND COMM OUTREACH COORD			29.5107	37.8917
EXECUTIVE ASSISTANT			29.5107	37.8917
FACILITY AIDE			11.0000	11.0000
FACILITY AND GRNDS MANAGER	103,855.71	133,350.93		
FACILITY AND GRNDS SUPERVISOR	86,881.22	111,555.34		
FACILITY ATTENDANT			11.4747	12.2779
FINANCE DIRECTOR	142,858.65	188,933.27		
FINANCE MANAGER	103,855.71	133,350.93		
FINANCIAL ASSISTANT II			19.0463	24.4555
FINANCIAL ASSOCIATE			24.3892	31.3157
GENERAL SERVICES DIRECTOR	142,858.65	188,933.27		
GRANTS & HOUSING PROG TECH I			23.3581	29.9917
GRANTS & HOUSING PROG TECH II			25.6940	32.9910
HOUSING & HUMAN SERVICES MGR	84,242.99	108,168.00		
HOUSING PLANNER	67,140.65	86,208.59		
HR & CITY INFO TECHNICIAN		· · · · ·	29.5107	37.8917
HUMAN RESOURCES & CTY INFO DIR	142,858.65	188,933.27		
HUMAN RESOURCES ANALYST I	68,680.75	88,186.01		
HUMAN RESOURCES ANALYST II	75,548.90	97,004.61		
HUMAN RESOURCES ASSOCIATE			24.3892	31.3157
HUMAN RESOURCES MANAGER	109,136.96	140,131.76		
INFORMATION TECH ANALYST I	•	•	32.0240	41.1188
INFORMATION TECH ANALYST II			35.2264	45.2307
INFORMATION TECH MANAGER	109,136.96	140,131.76		
INFORMATION TECH TECHNICIAN	·	-	27.8658	35.7797
INTERN - EXTRA HELP			11.0000	11.0000
JUNIOR ENGINEERING AIDE			14.9530	19.1996
JUNIOR PLANNER			27.9473	35.8845
MAINTENANCE WORKER I			19.1210	24.5513
MAINTENANCE WORKER II			21.0332	27.0064
MANAGEMENT AIDE			16.6843	21.4227
MANAGEMENT ANALYST I	68,680.75	88,186.01		
MANAGEMENT ANALYST II	75,548.90	97,004.61		
MANAGEMENT INTERN - EXTRA HELP	,	. ,	11.0334	14.1668
OFFICE ASSISTANT			17.6496	22.6620

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUN HOURLY
OFFICE ASSISTANT - XTRA			17.6496	22.6620
OPERATIONS & MAINT MANAGER	90,585.32	116,311.54		
OPERATIONS MANAGER	103,855.71	133,350.93		
PAYROLL TECHNICIAN			26.8279	34.4472
PLANNING MANAGER	103,855.71	133,350.93		
PLANNING TECHNICIAN	· · · · · ·		23.9877	30.8002
POLICE COMMANDER	126,661.37	162,633.08		
POLICE COMMUNICATNS SUPERVISOR	77,244.16	99,181.51		
POLICE CRIME ANALYST			29.5715	37.9698
POLICE DISPATCH ASSISTANT			19.0629	24.4768
POLICE DISPATCHER I*			26.6882	34.2675
POLICE DISPATCHER II*			29.3571	37.6944
POLICE DISPATCHER- PER DIEM A			28.3135	28.3135
POLICE DISPATCHER- PER DIEM B			34.2675	34.2675
POLICE DISPATCHER- PER DIEM C			37.6944	37.6944
POLICE FLEET MANAGER-XTRA			49.9306	64.1110
POLICE LIEUTENANT	108,482.72	139,292.01		
POLICE OFFICER	,	,	32.3518	41.5398
POLICE OFFICER - R1 TRAINEE-XTRA			15.4467	16.5280
POLICE OFFICER - RESERVE I-XTRA			32.3518	41.5398
POLICE OFFICER - RESERVE II-XTRA			11.4747	14.7336
POLICE OFFICER - TRAINEE			22.2635	28.5864
POLICE RECORDS ASSISTANT I*			20.0340	25.7236
POLICE RECORDS ASSISTANT II*			22.0375	28.2960
POLICE RECORDS ASSISTANT II-XTRA			22.0375	28.2960
POLICE RECORDS SUPERVISOR	57,704.13	74,092.01		
POLICE SERGEANT	·		39.5056	50.7251
PRINCIPAL ACCOUNTANT - AUDITOR	99,215.42	127,392.58		
PRINCIPAL CIVIL ENGINEER	103,822.53	133,308.12		
PRINCIPAL IT ANALYST	99,215.42	127,392.58		
PROGRAM ANALYST-XTRA	, -	,	32.0240	41.1188
PROGRAM ASSISTANT			19.4145	24.9281
PROPERTY CLERK-XTRA			19.2022	24.6556
PUBLIC INFORMATION OFFICER	75,548.90	97,004.61		
RECEPTIONIST	,	*	14.1198	18.1295
SENIOR ACCOUNTANT-AUDITOR	91,225.13	117,133.06		
SENIOR BUILDING INSPECTOR	, -		34.8050	44.6897
SENIOR CIVIL/TRAFFIC ENGINEER	94,384.19	121,189.12		
SENIOR COMMUNITY SERVICES OFCR	,	,	25.6030	32.8743
SENIOR IT TECHNICIAN			32.0457	41.1464
SENIOR MAINTENANCE WORKER			24.1881	31.0575
SENIOR MANAGEMENT ANALYST	86,881.22	111,555.34		
SENIOR OFFICE ASSISTANT	00,001.22	,000.01	19.4145	24.9281
SENIOR PLANNER	78,601.56	100,924.40		

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY
SENIOR PLANNING TECHNICIAN			26.3864	33.8802
SENIOR POLICE DISPATCHER*			32.2928	41.4638
SENIOR TRAFFIC TECHNICIAN			28.4513	36.5315
SR ANIMAL SERVICES OFFICER			30.7496	39.4871
SR CRIME SCENE / PROP EVID SPC			29.5715	37.9698
SR POLICE RECORDS ASSISTANT*			24.2412	31.1256
SR POLICE RECORDS ASSISTANT-XTRA			24.2412	31.1256
STREETS & UTILITIES MAINT SUP	86,881.22	111,555.34		
SUPPORT SERVICES MANAGER	115,146.70	147,848.25		
TRAFFIC & SIGNAL OPERATION SUP	86,881.22	111,555.34		
VOLUNTEER COORDINATOR-XTRA			22.2635	28.5864

\*Hourly rate based on 1872 annual hours

CITY COUNCIL \$600 Per month (as outlined in Government Code § 36516)

#### **Revision Summary**

Resolution 2013-097 passed 09-04-2013 eff. 07-01-2013 Resolution 2013-129 passed 12-13-2013 eff. pay date of 01-17-2014 Resolution 2014-018 passed 02-13-2014 eff. 02-13-14 Resolution 2014-049 passed 06-12-2014 eff. 06-12-2014 Resolution 2014-118 passed 12-11-2014 Retroactive Schedule for FY 2012-2013 Resolution 2014-122 passed 12-11-2014 eff. 12-28-2014 Resolution 2015-007 passed 01-22-2015 eff. 01-25-2015 Resolution 2015-077 passed 07-23-2015 eff. pay date of 07-17-2015 Resolution 2015-106 passed 12-10-2015 eff. 01-01-2016 Resolution 2016-041 passed 06-23-2016 eff. pay date of 07-15-16 Resolution 2016-057 passed 07-28-2016 eff. 06-25-2016 (incl. represented) Resolution 2016-099 passed 12-08-2016 eff. 01-01-2017 Resolution 2017-026 passed 04-27-2017 eff. retroactive to 11-14-16 Resolution 2017-024 passed 04-27-2017 eff. 04-27-2017 Resolution 2017-065 passed 08-10-2017 eff. 08-13-2017 Resolution 2017-075 passed 08-24-2017 eff. 09-03-2017 Resolution 2017-087 passed 10-12-2017 eff, 10-12-2017 Resolution 2017-090 passed 10-26-2017 eff. 10-29-2017 (incl. represented POA) Resolution 2017-\_\_\_\_passed 12-14-2017 eff. 01-01-2018



# **CITY OF CITRUS HEIGHTS**

# CITY COUNCIL STAFF REPORT MEMORANDUM

DATE:	December 14, 2017
TO:	Mayor and City Council Members Christopher W. Boyd, City Manager
FROM:	Ronda Rivera, Assistant City Manager/Administrative Services Director Rhonda Sherman, Community Services Director Devon Rodriguez, Economic Development Manager
SUBJECT:	Authorization to Access and Examine Sales and Use Tax Records and Prepaid Mobile Telephony Services Surcharge and Local Charge Records

## **Summary and Recommendation**

In order to access and examine specific types of tax and fee records collected by the California Department of Tax and Fee Administration (CDTFA), resolutions from the City authorizing certain city officials to receive the confidential information must be approved. In the past, the City has adopted updated resolutions to authorize officials' access and examination of sales and use tax records as needed. CDTFA will now allow these changes to be made with a letter from the City Manager if the attached resolutions are approved.

In addition, Assembly Bill 1717 (AB 1717) created a new point-of-sale mechanism for the collection and remittance of the taxes and fees assessed on prepaid wireless telephone service. The City entered into a contract with CDTFA to perform all functions pertaining to the administration and collection of the prepaid mobile telephony service surcharge and local charges, but a resolution authorizing the City Manager to designate specific city officials to examine these records with a letter to CDTFA is also required.

Staff recommends the City Council approve the following:

- (1) A Resolution of the City Council of the City of Citrus Heights Authorizing Examination of Sales, Use and Transactions Tax Records; and
- (2) A Resolution Authorizing the Examination of Prepaid Mobile Telephony Services Surcharge and Local Charge Records

Fiscal Impact

No fiscal impact.

Subject: Authorization to Access and Examine Sales and Use Tax Records and Prepaid Mobile Telephony Services Surcharge and Local Charge Records Date: December 14, 2017 Page 2 of 2

#### **Background and Analysis**

The City last amended the resolution for sales and use tax records on February 10, 2011, to include new position titles and the consultant working on our Economic Development Strategy. Due to recent organizational changes and the completion of our Economic Development Strategy, the authorizations need to be updated. However, rather than updating the resolution with new positions, the CDTFA now authorizes the City Manager to make the designations in writing to CDTFA. The proposed resolution reflects this new authority.

In addition to our ongoing access to sales and use tax records, it was recently brought to our attention the City does not have a resolution on file which authorizes access and examination to prepaid mobile telephony services surcharge and local charge records enacted by AB 1717.

"The Prepaid Mobile Telephony Services Surcharge Collection Act" (the Act) was enacted by AB 1717 and became effective January 1, 2016. The Act created an entirely new point-of-sale mechanism for the collection and remittance of the taxes and fees assessed on prepaid wireless telephone service. The new mechanism collects the following charges:

- Commission Public Purpose Program Surcharges;
- Commission User Fee;
- Emergency Telephone Users (911) Surcharge; and
- Local utility user taxes.

The Act aggregates the surcharges, taxes and fee listed above and creates the new prepaid Mobile Telephony Services (MTS) surcharge that is required to be imposed on prepaid wireless telephone services in lieu of the individual fees. The Act remains in effect until January 1, 2020.

The City entered into a contract with CDTFA to perform all functions pertaining to the administration and collection of the prepaid mobile telephony services surcharge and local charges, but the contract does not authorize specific City officials to view and examine the information. Again, this new resolution authorizes the City Manager to make the designations if provided in writing to CDTFA.

#### **Conclusion**

Staff recommends the City Council approve the attached resolutions, which authorize the City Manager to allow specific City officials and contractors of the City to access and examine various taxes, surcharges and fees collected by the CDTFA if provided in writing to CDTFA.

Attachments:(1) Resolution No. 2017-\_\_\_\_ (Authorizing Examination of Sales, Use, and<br/>Transactions Tax Records)<br/>(2) Resolution No. 2017 - \_\_\_\_ (Authorizing Examination of Prepaid Mobile<br/>Telephony Services Surcharge and Local Charge Records)

# RESOLUTION NO. 2017-

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS

**WHEREAS**, pursuant to Resolution No. 97-03, the City of Citrus Heights entered into a contract with the Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

**WHEREAS,** pursuant to Resolution No. 2001-64 and Resolution No. 2011-022 the City of Citrus Heights amended its contract with the Department to authorize certain city officials, identified by position title, to receive confidential sales and use tax records per the Department's policies; and

**WHEREAS**, due to organization changes the positions listed in Resolution No. 2011-022 do not consistently match the City's current staff position titles; and

WHEREAS, the City Council of the City of Citrus Heights deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the Department of Tax and Fee Administration pertaining to sales, use and transactions taxes collected by the Department for the City pursuant to that contract; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department of Tax and Fee Administration records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Department.

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS HEREBY RESOLVES AS FOLLOWS:

<u>Section 1.</u> That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department of Tax and fee Administration (hereafter referred to as Department), is hereby appointed to represent the City of Citrus Heights with authority to examine sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department pursuant to the contract between the City and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to that contract.

<u>Section 2.</u> That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department, is hereby appointed to represent the City

with authority to examine those sales, use and transactions tax records of the Department, for purposes related to the following governmental functions of the City:

- (a) City administration;
- (b) Revenue management and budgeting;
- (c) Community and economic development; and
- (d) Business license tax administration.

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

<u>Section 3.</u> That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the City to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information;
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to the contract between the City and the Department and for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14<sup>th</sup> day of December 2017 by the following vote, to wit:

AYES:	<b>Council Members:</b>
NOES:	<b>Council Members:</b>
<b>ABSTAIN:</b>	<b>Council Members:</b>
<b>ABSENT:</b>	<b>Council Members:</b>

Jeff Slowey, Mayor

**ATTEST:** 

Amy Van, City Clerk

# RESOLUTION NO. 2017-\_\_\_\_

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA AUTHORIZING THE EXAMINATION OF PREPAID MOBILE TELEPHONY SERVICES SURCHARGE AND LOCAL CHARGE RECORDS

**WHEREAS**, pursuant to Resolution 2015-086 of the City of Citrus Heights and the Local Prepaid Mobile Telephony Services Collection Act, the City of Citrus Heights, hereinafter called Local Jurisdiction, entered into a contract with the California Department of Tax and Fee Administration, hereafter referred to as the Department, to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5); and

WHEREAS, the Local Jurisdiction deems it desirable and necessary for authorized representatives of the Local Jurisdiction to examine confidential prepaid mobile telephony services surcharge and local charge records pertaining to the prepaid mobile telephony services surcharge and local charges collected by the Department for the Local Jurisdiction pursuant to that contract; and

**WHEREAS**, the Department will make available to the Local Jurisdiction any information that is reasonably available to the Department regarding the proper collection and remittance of a local charge of the Local Jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of Sections 7284.6, 7284.7 and 19542 of the Revenue and Taxation Code; and

WHEREAS, Sections 42110 and 42103 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of the California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from the prepaid mobile telephony services surcharge and local charge records of the Department.

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS HEREBY RESOLVES AS FOLLOWS:

**Section 1.** That the City Manager, or other officer or employee of the Local Jurisdiction designated in writing by the City Manager to the Department is hereby appointed to represent the Local Jurisdiction with authority to examine prepaid mobile telephony services surcharge and local charge records of the Department pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Department pursuant to the contract between the Local Jurisdiction and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of the Local Jurisdiction's prepaid mobile telephony services surcharge and local charges by the Department pursuant to the contract.

Section 2. That the City Manager, or other officer or employee of the Local

Jurisdiction designated in writing by the City Manager to the Department is hereby appointed to represent the Local Jurisdiction with authority to examine those prepaid mobile telephony services surcharge and local charge records of the Department for purposes related to the following governmental functions of the Local Jurisdiction:

- a) Compliance and enforcement of the Utility Users Tax (local charge);
- b) Administrative functions set out in the Local Jurisdiction's Utility User Tax Ordinance; and
- c) Legal interpretation and enforcement of the Utility Users Tax Ordinance, including but not limited to refunds and defense of claims against the ordinance.

The information obtained by examination of Department records shall be used only for those governmental functions of the Local Jurisdiction listed above.

**Section 3.** That Hinderliter, de Llamas & Associates is hereby designated to examine the prepaid mobile telephony services surcharge and local charges records of the California Department of Tax And Fee Administration pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Department. The person or entity designated by this section meets all of the following conditions (Rev. & Tax. Code, § 42110, subd. (b)(2)):

- a) has an existing contract with the Local Jurisdiction that authorizes the person to examine the prepaid mobile telephony services surcharge and local charge records;
- b) is required by that contract with the Local Jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the Local Jurisdiction authorized by the resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a seller during the term of that contract; and
- d) is prohibited by that contract from retaining information contained in, or derived from, those prepaid mobile telephony services surcharge and local charge records, after that contract has expired.

The contract between the Local Jurisdiction and Hinderliter, de Llamas & Associates designated by the Local Jurisdiction to request information from the Department shall be subject to the following limitations (Rev. & Tax Code § 42103, subd. (g))

- a) Hinderliter, de Llamas & Associates shall, to the same extent as the Department, be subject to Section 55381, relating to unlawful disclosures.
- b) the contract between the Local Jurisdiction and Hinderliter, de Llamas & Associates shall not provide, in whole or in part, in any manner a contingent fee arrangement as payments for services rendered.

**BE IT FURTHER RESOLVED THAT** the information obtained by examination of the Department records shall only be used for purposes related to the collection of the Local Jurisdiction's prepaid mobile telephony services surcharge and local charges by the Department pursuant to the contract between the Local Jurisdiction and Department, or for purposes related to other governmental functions of the Local Jurisdiction, as identified above in section 2.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14<sup>th</sup> day of December 2017 by the following vote, to wit:

AYES:Council Members:NOES:Council Members:ABSTAIN:Council Members:ABSENT:Council Members:

Jeff Slowey, Mayor

**ATTEST:** 

Amy Van, City Clerk



# **CITY OF CITRUS HEIGHTS**

# CITY COUNCIL STAFF REPORT MEMORANDUM

SUBJECT:	Sunrise Boulevard/Sayonara Drive Drainage Project Final Acceptance – City PN 30-17-001
FROM:	Rhonda Sherman, Community Services Director Chris Fallbeck, Interim City Engineer
TO:	Mayor and City Council Members Christopher W. Boyd, City Manager
DATE:	December 14, 2017

## Summary and Recommendation

On June 22, 2017, the City Council awarded a contract to Martin General Engineering, Inc. for the Sunrise Boulevard/Sayonara Drive Drainage Project (Project). The contractor has completed all work and the Project has been field accepted by staff.

Staff recommends City Council approve the attached resolution accepting the Project as complete and directing the City Engineer to record a Notice of Completion for the Project and to release the remaining retention amount after the 35-day lien period.

# Fiscal Impact

The original contract was executed in the amount of \$212,200.00. However, the bid was based upon estimated quantities, which could vary due to actual field conditions. The contractor completed all of the original contract items of work for \$187,200.00. Staff requested a competitive price from the contractor to complete paving repairs that had been planned for Daly Avenue. Staff issued one change order in the amount of \$40,669.65 to complete the paving at this location. The final contract amount with the change order is \$227,869.65.

The Project was funded with Stormwater Utility funds (\$187,200.00) and Measure A Maintenance funds (\$40,669.65).

#### **Background and Analysis**

On June 22, 2017, the City Council awarded a construction contract to Martin General Engineering, Inc. for the Project. This project constructed a storm drain manhole at the intersection of Sunrise Boulevard and Sayonara Drive and installed 435 lf of new storm drain pipe along Sunrise Boulevard from Sayonara Drive to Arcade Creek.

The existing storm drain system along Sunrise Boulevard was undersized and did not meet current standards. This project upgraded the storm drain system to current standards and added additional capacity to the storm drain system. The change order issued for Daly Avenue directed the contractor to remove and replace 8,057 square feet of failed pavement.

The work is now complete and the project is ready for final acceptance.

#### **Conclusion**

Staff recommends City Council approve the attached resolution accepting the Sunrise Boulevard/Sayonara Drive Drainage Project as complete and directing the City Engineer to record a Notice of Completion for the Project and release the remaining retention amount after the 35-day lien period.

Attachments: (1) Resolution Accepting the Sunrise/Sayonara Drainage Project as Complete (2) Notice of Completion

## RESOLUTION NO. 2017-

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, ACCEPTING THE SUNRISE BOULEVARD/SAYONARA DRIVE DRAINAGE PROJECT AS COMPLETE AND AUTHORIZING THE CITY ENGINEER TO RECORD A NOTICE OF COMPLETION AND RELEASE CONTRACT RETENTION

WHEREAS, on June 22, 2017, the City Council authorized the award of a contract to Martin General Engineering, Inc. to perform the Sunrise Boulevard/Sayonara Drive Drainage Project; and

WHEREAS, the Project was funded with Stormwater Utility and Measure A Funds; and

**WHEREAS,** Martin General Engineering, Inc. has successfully completed the work for the Sunrise Boulevard/Sayonara Drive Drainage Project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights that the Sunrise Boulevard/Sayonara Drive Drainage Project is hereby accepted as complete.

**BE IT FURTHER RESOLVED AND ORDERED** that the City Engineer is authorized to record a Notice of Completion for the Sunrise Boulevard/Sayonara Drive Drainage Project with the Sacramento County Recorder and to release the contract retention after the 35-day lien period.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14th day of December, 2017, by the following vote, to wit:

AYES:Council Members:NOES:Council Members:ABSTAIN:Council Members:ABSENT:Council Members:

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

#### **Record at no fee per Govt Code 6103**

*Recording requested by OWNER. When recorded, mail to:* 

City of Citrus Heights, a municipal corp. Attn: Chris Fallback 6360 Fountain Square Drive Citrus Heights, CA 95621-5634 (Public Utilities Code 102050)

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

#### NOTICE OF COMPLETION Civil Code 3093

- 1. Prime Contractor: Martin General Engineering, Inc.
- 2. Project Name: Sunrise Boulevard/Sayonara Drive Storm Drain Project
- 3. Date of Completion (Acceptance): December 14, 2017
- 4. Description of Work or Materials Furnished: The work performed consisted of constructing a drainage system.
- 5. Site Location: Sunrise Boulevard between Sayonara Drive and Arcade Creek
- 6. Owner's Property Interest in Site is:

🛛 fee	
-------	--

easement

encroachment permit

🗌 lease 🔄 license

7. Owner: City of Citrus Heights 6360 Fountain Square Drive Citrus Heights, CA 95621-5634 Owner's Representative:

\_\_\_other:\_\_\_

Chris Fallbeck, Interim City Engineer

#### VERIFICATION

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read said notice and know the contents thereof, and the facts stated therein are true of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Citrus Heights, California, this 14th day of December, 2017.

City of Citrus Heights

Chris Fallbeck, Interim City Engineer



# **CITY OF CITRUS HEIGHTS**

# CITY COUNCIL STAFF REPORT MEMORANDUM

DATE:	December 14, 2017
TO:	Mayor and City Council Members Christopher W. Boyd, City Manager
FROM:	Ronald A. Lawrence, Chief of Police Dave Gutierrez, Police Lieutenant
SUBJECT:	Agreement with Sunrise Recreation and Park District for Supplemental Police Services

## Summary and Recommendation

The Sunrise Recreation and Park District (SRPD) has requested to renew the existing contract for supplemental police services with the Citrus Heights Police Department. The Police Department and SRPD have reached a one year agreement that would enhance safety in and around the parks and open spaces in the City.

Staff recommends the City Council approve a resolution authorizing the City Manager to enter into an agreement between the City and SRPD for supplemental law enforcement services in and around the parks located within the City.

# Fiscal Impact

Police services provided under this agreement will be billed on a monthly basis to SRPD at the agreed upon rate of up to \$85.00 per hour for services rendered through December 31, 2018. This is an increase from \$80.00 per hour in the previous contract due to recent department salary adjustments.

There is no fiscal impact. The flat rate covers the cost of a full-time, sworn police officer and all other associated costs.

#### **Background and Analysis**

In 2013, SRPD entered into an agreement with the City for supplemental police services. The contract provided for one overtime officer for approximately10 hours per week to provide patrol services in parks located within the City. The 2018 contract is largely the same as the 2017 version, with the only substantive change being an increase in hourly rate reimbursement due to

#### Subject: Agreement with Sunrise Recreation and Park District for Supplemental Police Services Date: December 14, 2017 Page 2 of 2

department salary adjustments. All minor changes have been reviewed and approved by the City Attorney.

The contract continues to include the 13 designated parks located within the City, which are owned and operated by SRPD. Typically, parks and open space require increased police services due to the volume of patrons visiting, and diversity of special events provided at these locations. The purpose of the agreement is to maintain an enhanced level of police presence, provide additional education and enforcement, and deter criminal activity within SRPD property. This contract will be coordinated through the Special Operations Unit, specifically under the supervision of the Problem-Oriented Policing (POP) Sergeant.

Under the terms of the agreement, the Citrus Heights Police Department will provide up to an average of 40 hours per month of enhanced police services in and around the parks and open spaces within the City. The enhanced levels of service remained unchanged from the 2017 agreement and are above and beyond normal police services provided to the community. These services may be provided by uniformed officers, bike patrol officers, foot patrol officers, motorcycle officers, or undercover officers as determined by the Police Department. Hours may vary depending on needs, and through mutual agreement between the department and the SRPD.

The agreement for supplemental services will not impair or interfere with the City's ability to meet its general law enforcement responsibilities, or result in any City loss of operational efficiency or readiness. The City will also maintain the appropriate liability and workers' compensation insurance at all times while this agreement is in effect.

# **Conclusion**

The Police Department recommends the City Council approve the attached resolution authorizing the City Manager to execute an agreement with the SRPD for supplemental police services to enhance the safety of parks and open spaces within the City.

Attachments: 1) A Resolution of the City Council of the City of Citrus Heights, California, Adopting the Agreement Between the Sunrise Recreation and Park District and the Citrus Heights Police Department for Supplemental Law Enforcement Services.

2) Contract Agreement for Supplemental Police Services Between City of Citrus Heights and SRPD.

#### RESOLUTION NO. 2017-\_\_\_\_

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE SUNRISE RECREATION AND PARK DISTRICT AND THE CITRUS HEIGHTS POLICE DEPARTMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

**WHEREAS,** the District operates and maintains 26 public parks throughout Sacramento County including 13 within the City limits; and

**WHEREAS,** the District has identified the need, within its budget constraints, to execute a contract for supplemental law enforcement protection services to persons and places within its parks; and

**WHEREAS,** the District's goal is to minimize crime and traffic-related incidents, and the base level of law enforcement support the city provides is not enough due to the large number of people who visit the parks; and

WHEREAS, the District has requested, and the City is willing to provide, supplemental law enforcement protection services with City police officers pursuant to the terms and conditions of this Agreement, provided that such police protection services do not (a) impair or interfere with the City's ability to meet its general law enforcement responsibilities, or (b) result in any City loss of operational efficiency or readiness.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the City of Citrus Heights does hereby authorize the City Manager to enter into an Agreement between the Sunrise Recreation and Park District and the Citrus Heights Police Department for supplemental law enforcement services.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14th day of December 2017 by the following vote, to wit:

AYES:	<b>Council Members:</b>
NOES:	<b>Council Members:</b>
<b>ABSTAIN:</b>	<b>Council Members:</b>
<b>ABSENT:</b>	<b>Council Members:</b>

Jeff Slowey, Mayor

**ATTEST:** 

Amy Van, City Clerk

#### AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS AND SUNRISE RECREATION AND PARK DISTRICT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

This Agreement for Supplemental Law Enforcement Services ("**Agreement**") is made and entered into on the \_\_\_\_\_\_of December, 2017 by and between the City of Citrus Heights, a municipal corporation ("**City**") and Sunrise Recreation and Park District ("**District**"), a special district, collectively referred to as the "Parties.".

**WHEREAS**, the District operates and maintains twenty-six (26) public parks throughout Sacramento County including 13 within the City limits; and

**WHEREAS,** the District has identified its duty, within its budget constraints, to provide law enforcement protection services to persons and places within its parks; and

**WHEREAS,** the District's goal is to minimize crime and traffic-related incidents and the District recognizes that the District requires more police protection services than the District could alone provide due to the large number people who visit the parks, and;

WHEREAS, the District has requested, and the City is willing to provide, supplemental law enforcement protection services with Citrus Heights Police Officers pursuant to the terms and conditions of this Agreement, provided that such police protection services do not (a) impair or interfere with the City's ability to meet its general law enforcement responsibilities, or (b) result in any City loss of operational efficiency or readiness.

**NOW, THEREFORE,** in consideration of the matters contained in this Agreement, it is mutually agreed as follows:

1. Effective Date: This supplemental law enforcement services will begin on January 1, 2018 ("Effective Date") and continue until December 31, 2018 (collectively, the "Initial Term"). During the Initial Term of the Agreement, and during any subsequent renewal period, as described below, the City will provide supplemental law enforcement services to the District, in the manner described herein.

Upon expiration of the Initial Term, this Agreement shall automatically renew on a month to month basis, until either party gives thirty (30) days written notice of intent to terminate. Collectively, the Initial Term and any renewal period(s) shall be known as the "**Term**."

- 2. Scope of Services.
  - a. The City shall provide the District an average of up to forty (40) hours of supplemental police protection services per calendar month during this Term of this Agreement (the "Service Hours"). The City will consult with the District in advance regarding the preferred Service Hours, but the City has the final authority to determine the Service Hours based on the availability of Citrus Heights police officers.
  - b. The supplemental law enforcement services shall be available for the following thirteen (13) parks, as amended from time to time by the Parties ("Designated Parks"):

- i. Rusch Park
- ii. Tempo Park
- iii. Madera Park
- iv. C-Bar-C Park
- v. Westwood Park
- vi. Crosswords Park
- vii. Brook tree Park
- viii. San Juan Park
- ix. Arcade Creek Park
- x. Greenback Woods
- xi. Northwoods Park
- xii. Stock Ranch Park
- xiii. Van Maren Park
- c. The Citrus Heights Police Officer assigned to work hours within the District will endeavor to be physically present at the Designated Parks during the Service Hours, but will also have the flexibility to leave the Designated Parks, as determined by the City in its reasonable discretion, to book prisoners and to handle Emergencies (as defined below).
- d. An "**Emergency**" is a serious event that could reasonably result in serious danger to the public if a police officer does not arrive immediately, or an event that could require an officer to employ life-saving efforts, and where the Officer assigned to the District is the closest officer available to respond to the Emergency.

3. <u>Scheduling of Officer</u>. The City will schedule a Citrus Heights Police Officer ("**Officer**") to provide the supplemental law enforcement services during the Service Hours and after hours as a need is identified. The City has the sole authority to determine which Citrus Heights police officer or officers will be assigned to the District during the Service Hours. The City makes no representation as to what Citrus Heights police officer will work during the Service Hours, nor that the officer will be the same during each set of service hours. The City will endeavor to provide consistency when assigning the Officer to the Service Hours and will strive to assign an officer from the same unit so as to provide continuity in service.

4. <u>Compensation</u>. The District will pay for the services provided under this Agreement, as set forth in Exhibit A "Rate Matrix Format," attached hereto and incorporated herein by reference. The City will submit an invoice to the District each month for the previous month, and the District shall pay the City the amount referenced in the invoice within thirty (30) days of the District's receipt of the invoice. As with all other City police officers, the Service Hours shall begin when the Officer begins his/her shift and leaves the City Police Department and ends when the Officer concludes his/her shift by returning to the City Police Department.

5. <u>Statistics and Reporting</u>. The City will provide the District statistics regarding the number of citations issued during the Service Hours and the hours patrolled pursuant to this Agreement (collectively "**Statistics**"). Such Statistics shall be provided at the same time as the invoice for services, and shall cover the same time period as the invoice for services.

6. <u>Citations</u>. As part of the supplemental law enforcement services, the City will retain discretion to issue citations using its administrative citation process, to issue citations under applicable state law, or to make arrests. The City makes no guarantee that citations will be issued. The City shall be entitled to retain any revenue generated from the issuance of administrative citations.

7. <u>Prioritization of Law Enforcement</u>. The District acknowledges and agrees that, during the term of this Agreement, there may be circumstances beyond the City's control when the City, in its sole discretion, may be unable to assign the Officer to the District. The District recognizes this possibility and hereby waives any claims that may arise in connection with, or as a result of, any alleged City failure to provide supplemental law enforcement services during the Service Hours. For the purposes of this Agreement, the term "circumstances" shall include unanticipated absences due to illness, injury, personal emergency, and similar factors. The City agrees to assign an Officer to cover the Service Hours as soon as reasonably feasible. If circumstances prevent the City from scheduling an Officer within a reasonable period as determined by the City, the City agrees to schedule the Service Hours at an alternate time.

8. <u>No Agency, Joint Venture or Partnership</u>. The District and the City agree that neither the City nor any officer, agent or employee of the City, by virtue of this Agreement, or otherwise, shall be considered or assured to be an employee, contractor, sub-contractor, partner, joint venture, representative, or agent of the District, and further agree that at all times and for all purposes under the terms of this Agreement, the City and its officers shall be controlled and governed by the terms of this Agreement.

9. <u>City as Employer of Officer</u>. The District agrees that, at all times, and for all purposes relevant to the Agreement, the City shall remain the sole and exclusive employer of the Officer and in the following regard:

A. The City shall remain solely and exclusively responsible for the direct payment to the Officer of any applicable wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and /or other allowances or reimbursement of any kind, including but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes, and/or other statutory or contractual right or benefit based, in any way, upon any officer's status as an employee of the City.

B. The District agrees that it shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wage, fringe benefits, gifts, equipment, personal property, supplies, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to the Officer. Any money paid directly to the City by the District to reimburse the City for costs pursuant to this Agreement shall not be deemed consideration paid by the District to the Officer.

C. The District and the City agree that this Agreement does not, and is not intended to, create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form: (a) any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon or for any police officer and/or any officer's agents, representatives, unions, or the successors or assigns of any of them; (b) any applicable City employment and/or union contract; (c) any level or amount of police officer supervision, standard of performance, training or education; (d) any City rule, regulation, hours of work, shift

assignment, order, policy, procedure, directive, guideline, etc. which shall solely and exclusively, govern and control the employment relationship between the City and all Officers.

D. The District and the City agree that this Agreement does not and is not intended to, limit modify, control, or otherwise affect in any manner the City's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, guidelines, and/or any other policy or directive which in any way governs or controls the activity of any police officer.

E. District agrees that this Agreement does not, and is not intended to include any City warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of District, any agent, or any person present at a Designated Park, that any supplemental police protection provided by the City under the terms and conditions of this Agreement will result in any specific reduction in or prevention of any criminal activity, or any other performance-based outcome, at the Designated Parks.

F. District agrees and promises that the Officer shall not be asked or required to perform any services directly for the District or otherwise be available to perform any other work or assignments for the District or be expected to perform any acts other than governmental law enforcement functions, crime prevention or police protection, and that no police officer, including the Officer, shall be employed in any manner or capacity by the District.

G. District agrees that neither the District nor any of its agents shall otherwise provide, furnish or assign any police officer with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train or direct any police officer in the performance of any City duty to provide police protection services under the terms of this Agreement. District shall provide the City with a copy of the District's Ordinances so that Officer is familiar with those Ordinances. Officer, however, will enforce the Ordinances only to the extent they are consistent with Officer's duties and City, State and Federal law.

H. With the exception of the Sacramento County Sheriff's Office, District agrees that it will not contract with any other law enforcement agency or law enforcement officers for supplemental law enforcement services at the Designated Parks during the term of this Agreement. District shall have the right to contract with third-party private security providers, subject to the provisions of Section F above.

10. <u>No Special Benefit Created</u>. District agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit, and/or special right to police protection services or governmental law enforcement protection in favor of District, any District agent(s) and/or any other person, who, for any reason or for no reason, is at the Designated Park or any event at the Designated Park. Further, District agrees that at all times, and for any and all purposes under this Agreement, the City and the Officer present at the Designated Parks under the terms of this Agreement, shall be present strictly and solely to perform such police protection services and governmental law enforcement functions authorized by law to and for the benefit of the general public.

#### 11. <u>City's Insurance</u>

11.1 <u>Coverages</u>. During the Term of this Agreement, and at all times that City performs services at the Designated Parks, City shall maintain in full force and effect, at City's

sole expense, risk management coverage equivalent to the insurance provisions set forth below.

(a) <u>Liability Insurance</u>. Commercial general liability insurance, or equivalent risk management coverage (including premises, operations, personal injury and advertising injury, products and completed operations, protective liability on operations of independent contractors and blanket contractual liability insurance) on an "occurrence" basis against claims for bodily injury, death and property damage, with a limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate (unless District approves a lesser amount in writing) and (b) commercial automobile liability insurance (including protective liability coverage on operations of independent contractors and blanket contractual liability insurance) with a limit of not less than One Million Dollars (\$1,000,000.00) per accident for owned, non-owned or hired automobiles. If the City is permissibly self-insured or is a member of a joint powers authority, pursuant to applicable law, the District shall obtain the appropriate documentation and provide evidence of coverage.

(b) <u>Workers' Compensation Insurance</u>. During the term of this Agreement, City shall comply with all provisions of law applicable to City with respect to obtaining and maintaining workers' compensation insurance, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Prior to the commencement of this Agreement, and once annually for any renewal period, City shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

11.2 <u>City's Insurance or Similar Risk Management Coverage</u>. City shall furnish or cause to be furnished to District prior to commencement of work at the Designated Parks, certificates of insurance or other evidence of risk management coverage as available to the City by its provider.

11.3 <u>Separate Obligation</u>. The obligations contained in this Section 11 are separate and distinct from all other obligations set forth in this Agreement.

11.4 <u>Notice of Cancellation</u>. City shall provide notice to the District if any of the above insurance policies are cancelled.

11.5 <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and accepted by the District.

11.6 <u>Verification of Coverage</u>. City shall furnish the District with original certificates and amendatory endorsements, other evidence of risk management coverage, or copies of the applicable policy language effecting coverage required by this Section. All certificates and endorsements or other evidence of risk management coverage are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the services beginning shall not waive the City's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies, including endorsements, or other evidence of risk management coverage required by these specifications, at any time. 12. <u>Indemnification</u>. To the extent permitted by law, City agrees to defend, indemnify and hold harmless, District, its governing body, officers, agents, directors, employees and authorized agents and volunteers (collectively "District") from and against any and all liability, claims, loss, cost, damage or expense, including bodily injury, death and property damage, (including, without limitation, reasonable attorneys' and paralegals' fees and expenses and court costs) in connection with or arising from any negligent act or omission of the City, its governing body, officers, agents, directors or employees, or the work or services to be performed hereunder, except to the extent caused by the negligence or willful misconduct of the District.

To the extent permitted by law, District agrees to defend, indemnify and hold harmless, City, its governing body, officers, agents, directors, employees and authorized agents and volunteers ("collectively "City") from and against any and all liability, claims, loss, cost, damage or expense, including bodily injury, death and property damage, (including, without limitation, reasonable attorneys' and paralegals' fees and expenses and court costs) in connection with or arising from any negligent act or omission of the City, its officers, agents, directors or employees, or the work or services to be performed hereunder, except to the extent caused by the negligence or willful misconduct of the City.

The District shall also indemnify, defend, and hold harmless the City, its officers, agents, directors and employees from any claim or liability based or asserted upon the illegality or unconstitutionality of any District Ordinances or Codes that the City has enforced under this Agreement.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by either party.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

This Section 12 shall survive the expiration or termination of this Agreement as to any claims, actions, or judgments arising from the conduct or inaction of the City, District, or any officer, agent, director, or employee thereof during the Term of this Agreement.

13. <u>Claims</u>. District agrees that it shall promptly deliver to the City written notice and copies of any claim(s), complaint(s), charges, or any other accusation or allegation of negligence or other wrongdoing, whether civil or criminal in nature, that District becomes aware of which involves in any way the City or any Officer. District agrees to reasonably cooperate with the City in any investigation conducted by the City into any act(s) or work performance of any police officer, including Officer, in connection with services provided under this Agreement.

14. <u>Termination</u>. Either the City or District may, before the scheduled termination of this Agreement, cancel this Agreement, without cause, without incurring any penalty or liability to the other party because of the cancellation. Cancellation may be effectuated by delivering a written notice of cancellation of this Agreement to the other party at least thirty (30) days before the effective date of cancellation (which cancellation date shall be clearly stated in this written notice). If less than thirty (30) days written notice of termination is provided to City, District shall compensate City for the proposed Service Hours that would occur during a thirty (30) day period starting at the date of the notice of termination.

15. <u>Notices</u>. Any notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to City: Ronald A. Lawrence, Chief of Police City of Citrus Heights 6315 Fountain Square Drive Citrus Heights, California 95621 Fax: 1-916-727-5500

With copies to:

Chris Boyd, City Manager City of Citrus Heights 6360 Fountain Square Drive Citrus Heights, CA 95621 Fax: 1-916-727-4709

And

Ruthann G. Ziegler Meyers Nave 555 Capitol Mall Suite 1200 Sacramento, CA 95814 Fax: 1-916-556-1516

If to District: Dave Mitchell, Sunrise Parks District Administrator Noe Villa, Sunrise Parks District Superintendent 7801 Auburn Blvd Citrus Heights, CA 95610

16. <u>Venue and Applicable Law</u>. This Agreement is made and entered into in the State of California and shall be governed under the laws of the State of California. Venue for any legal or equitable action shall be in Sacramento County. This Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

17. <u>Miscellaneous Provisions</u>

A. District agrees that it may not assign, delegate, contract, subcontract or otherwise transfer, promise, commit, or loan any police protection services or duties under this Agreement to any other person and/or public or private corporation, entity, or organization of

any kind, without the prior consent of the City, which consent shall not be unreasonable withheld.

B. No party to this agreement, nor anyone claiming by, through or under either party's control shall discriminate against or engage in the segregation of any person, or group of persons on account of race, color, creed, national origin, ancestry, or any other characteristic protected by state or federal law in the sale, lease, sublease, transfer, use occupancy, tenure, or enjoyment of the Designated Parks, nor shall either party or any person claiming by, under or through a party's control, establish or permit any such practice or practices of discrimination or segregation with reference to the selection location, number, use or occupancy of the Designated Parks.

C. Absent an express waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement.

D. The City and District acknowledge that this Agreement shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, subsidiaries, executors, successors, assigns, and all persons acting by, through, under, or in concert with any of them.

E. This Agreement is solely between the two parties hereto, and is not intended to create, nor should it be construed to create any rights in so-called third party beneficiaries.

F. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless in writing and signed, acknowledged, and approved by both parties.

18. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement for supplemental law enforcement services between the City and District and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof.

CITY OF CITRUS HEIGHTS	SUNRISE RECREATION AND PARK DISTRICT
Ву:	Ву:
Chris Boyd, City Manager	Its: Dave Mitchell, Sunrise Recreation and Park District Administrator
Dated:	Dated:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Ву:	Ву:
Ruthann G. Ziegler, City Attorney	Its:, Legal Counsel

#### Exhibit A

#### **RATE MATRIX FORMAT**

Personnel/Equipment:	Rate:	
Armed/Uniformed Police Officer w/ Marked Police Vehicle	up to \$85	per hour
Holidays	up to \$85	per hour

The City will charge a flat rate of up to \$85 per hour for the armed/uniformed police officer with a marked police vehicle. The hourly rate will be set by the City in its sole discretion but, except as otherwise set forth herein, shall not exceed the maximum rate set forth above. This rate includes the police officer's hour rate, fuel surcharges and mileage surcharge. This rate will also cover training, officer equipment, benefits, dispatching, administration, and printing of administrative citations for use by the Police Department during the contract.

The Police Department will submit an invoice to the District each month for the previous month, and the District shall pay the City the amount referenced in the invoice within 30 days of the District's receipt of the invoice.



# **CITY OF CITRUS HEIGHTS**

# CITY COUNCIL STAFF REPORT MEMORANDUM

DATE:	December 14, 2017
TO:	Mayor and City Council Members Christopher W. Boyd, City Manager
FROM:	Rhonda Sherman, Community Services Director Mary Poole, Operations Manager
SUBJECT:	Resolution Authorizing the City Manager to Execute Non-Exclusive Franchise Agreements with Multiple Waste Hauling Companies for the Collection of Solid Waste, Recyclables and Organic Materials from Businesses and Multifamily Properties

# Summary and Recommendation

Staff recommends the City Council approve the attached resolution authorizing the City Manager to execute non-exclusive franchise agreements with multiple waste hauling companies for the collection of solid waste, recyclables and organic materials from businesses and multifamily properties.

#### Fiscal Impact

The new agreements include a 10% franchise fee, which is 2% more than the 8% identified in the 2016 agreement. This change brings the City's commercial franchise fee in line with neighboring jurisdictions and supports the City's efforts to ensure businesses and the City are compliant with increasingly stringent mandatory commercial recycling requirements imposed by the State, particularly related to mandatory organics recycling. Commercial franchise fees currently support commercial solid waste management administration, regulatory compliance and monitoring, multifamily resident household hazardous waste (HHW) drop off service and a portion of street sweeping costs.

#### **Background and Analysis**

This item is administrative in nature. Citrus Heights Municipal Code (CHMC) Section 74-166 empowers the City Council to grant non-exclusive franchises to private waste hauling companies for the collection, transportation and disposal of solid waste, recyclables and organics materials generated at businesses and multifamily properties. The 2018 draft franchise agreements have been reviewed by the City Attorney and have been provided to the haulers for review and submittal to the City. It is expected some minor changes may occur, subject to City Attorney and/or Risk Management approval.

Subject: Commercial Solid Waste Agreements Date: December 14, 2017 Page 2 of 2

#### **Conclusion**

Staff recommends the City Council approve the attached resolution authorizing the City Manager to execute non-exclusive franchise agreements with multiple waste hauling companies for the collection of solid waste, recyclables and organic materials from businesses and multifamily properties

Attachments: (1) Resolution Authorizing the City Manager to Execute Non-Exclusive Franchise Agreements with Multiple Waste Hauling Companies for the Collection of Solid Waste, Recyclables and Organic Materials from Businesses and Multifamily Properties

(2) 2018 DRAFT Commercial Agreement

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO GRANT NON-EXCLUSIVE FRANCHISES AND TO EXECUTE AGREEMENTS WITH MULTIPLE WASTE HAULING COMPANIES FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES AND ORGANIC MATERIALS FROM BUSINESSES AND MULTIFAMILY PROPERTIES

WHEREAS, the Legislature of the State of California, by enactment of California Integrated Waste Management Act ("AB 939"), Commercial Organics Recycling legislation ("AB 1826") and Commercial Recycling legislation ("AB 341"), has declared it is in the public interest to authorize and require local agencies to make adequate provisions for commercial waste diversion programs within their jurisdictions; and

**WHEREAS**, the City of Citrus Heights has the authority under Citrus Heights Municipal Code Section 74-166 to award non-exclusive franchises or permits to any qualified person to provide collection of refuse and salvageable material for commercial and industrial establishments and dwelling units within the City; and

**WHEREAS**, the City Council is committed to a solid waste management program that ensures compliance with local, state and federal laws and regulations; and

**WHEREAS,** the commercial franchise fee is hereby set at ten percent (10%) of all gross revenues, less franchise fees received from customers.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the City Council of the City of Citrus Heights hereby authorizes the City Manager, pursuant to Citrus Heights Municipal Code Section 74-166, to grant non-exclusive franchises and to execute agreements with waste hauling companies for the provision of business and multi-family waste collection and recycling services, in a form approved by the City Attorney.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14<sup>th</sup> day of December, 2017 by the following vote, to wit:

AYES:Council Members:NOES:Council Members:ABSTAIN:Council Members:ABSENT:Council Members:

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

CONTRACT NO. XXX

# COMMERCIAL NON-EXCLUSIVE SOLID WASTE and RECYCLABLE MATERIAL AND ORGANIC WASTE COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS AND

# [WASTE HAULER NAME]

DRAFT 12/07/17

Section	1.	Definitions	.5
Section	2.	Grant of Non-Exclusive Franchise.	.9
Section	3.	Acceptance of Franchise	.9
Section	4.	Term of Franchise.	.9
Section	5.	Conditions for Effectiveness	10
Section	6.	Limitations on Scope of Franchise	10
Section	7.	Franchise Fees	10
		Franchise Fee Payment	
Section	9.	Diversion Requirements	12
		C&D Debris Diversion	
Section	11.	Covered Generator	12
Section	12.	Ownership of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials	13
Section	13.	Disposal and Processing of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials.	14
Section	14.	On-Call Multi-Family Residential Property Bulky Waste Collection Service	14
		Mandatory Business and Multi-Family Residential Property Recycling and Organics Recycling	
Section	16	Service Agreements	15
Section	10.	Service Agreements.	10
		Requirements for Diversion Plan and Annual Plan.	
Section	17.		17
Section Section	17. 18.	Requirements for Diversion Plan and Annual Plan.	17 17
Section Section Section Section	17. 18. 19. 20.	Requirements for Diversion Plan and Annual Plan Reporting Requirements Inspection Authority Insurance Requirements	17 17 20 21
Section Section Section Section	17. 18. 19. 20.	Requirements for Diversion Plan and Annual Plan Reporting Requirements Inspection Authority	17 17 20 21
Section Section Section Section Section	17. 18. 19. 20. 21.	Requirements for Diversion Plan and Annual Plan Reporting Requirements Inspection Authority Insurance Requirements	17 17 20 21 22
Section Section Section Section Section	17. 18. 19. 20. 21. 22.	Requirements for Diversion Plan and Annual Plan	17 17 20 21 22
Section Section Section Section Section Section	17. 18. 19. 20. 21. 22. 23.	Requirements for Diversion Plan and Annual Plan	17 17 20 21 22 24 25
Section Section Section Section Section Section Section	17. 18. 19. 20. 21. 22. 23. 24.	Requirements for Diversion Plan and Annual Plan.       Presson         Reporting Requirements.       Presson         Inspection Authority.       Presson         Insurance Requirements.       Presson         Indemnity.       Presson         Abandoned Containers.       Presson         FRANCHISEE Provided Commercial Solid Waste, Recyclables and Organics	17 17 20 21 22 24 25 25
Section Section Section Section Section Section Section	<ol> <li>17.</li> <li>18.</li> <li>19.</li> <li>20.</li> <li>21.</li> <li>22.</li> <li>23.</li> <li>24.</li> <li>25.</li> </ol>	Requirements for Diversion Plan and Annual Plan.       Provided Commercial Solid Waste, Recyclables and Organics Containers.	17 17 20 21 22 24 25 25 25
Section Section Section Section Section Section Section Section	<ol> <li>17.</li> <li>18.</li> <li>19.</li> <li>20.</li> <li>21.</li> <li>22.</li> <li>23.</li> <li>24.</li> <li>25.</li> <li>26.</li> </ol>	Requirements for Diversion Plan and Annual Plan.       Provided Commercial Solid Waste, Recyclables and Organics         Reporting Requirements.       Provided Commercial Solid Waste, Recyclables and Organics         Signs.       Provided Commercial Solid Waste, Recyclables and Organics	17 17 20 21 22 24 25 25 25 25 26
Section Section Section Section Section Section Section Section Section	<ol> <li>17.</li> <li>18.</li> <li>19.</li> <li>20.</li> <li>21.</li> <li>22.</li> <li>23.</li> <li>24.</li> <li>25.</li> <li>26.</li> <li>27.</li> </ol>	Requirements for Diversion Plan and Annual Plan.       Plan and Annual Plan.         Reporting Requirements.       Plan and Annual Plan.         Inspection Authority.       Personnel.	17 17 20 21 22 24 25 25 25 25 26 26
Section Section Section Section Section Section Section Section Section	<ol> <li>17.</li> <li>18.</li> <li>19.</li> <li>20.</li> <li>21.</li> <li>22.</li> <li>23.</li> <li>24.</li> <li>25.</li> <li>26.</li> <li>27.</li> <li>28.</li> </ol>	Requirements for Diversion Plan and Annual Plan.       Reporting Requirements.         Inspection Authority.       Inspection Authority.         Insurance Requirements.       Indemnity.         Equipment.       Indemnity.         Abandoned Containers.       Inspection Waste, Recyclables and Organics         Containers.       Inspection Commercial Solid Waste, Recyclables and Organics         Signs.       Inspection Commercial Solid Waste, Recyclables and Organics         Containers.       Inspection Commercial Solid Waste, Recyclables and Organics         Signs.       Inspection Solid Waste, Recyclables and Organics         Signs.       Inspection Solid Waste, Recyclables and Organics         Signs.       Inspection Solid Waste, Recyclables Inspection Solid Waste, Recyclables Inspection Solid Waste, Recyclables Inspecies         Signs.       Inspecies <td>17 20 21 22 24 25 25 25 26 26 26</td>	17 20 21 22 24 25 25 25 26 26 26
Section Section Section Section Section Section Section Section Section Section	<ol> <li>17.</li> <li>18.</li> <li>19.</li> <li>20.</li> <li>21.</li> <li>22.</li> <li>23.</li> <li>24.</li> <li>25.</li> <li>26.</li> <li>27.</li> <li>28.</li> <li>29.</li> </ol>	Requirements for Diversion Plan and Annual Plan.       Plan         Reporting Requirements.       Plan         Inspection Authority.       Plan         Insurance Requirements.       Plan         Indemnity.       Plan         Equipment.       Plan         Abandoned Containers.       Plan         FRANCHISEE Provided Commercial Solid Waste, Recyclables and Organics       Plan         Signs.       Personnel.         Compliance with Law.       Plan	17 20 21 22 24 25 25 25 26 26 26 26 26
Section Section Section Section Section Section Section Section Section Section Section	<ol> <li>17.</li> <li>18.</li> <li>19.</li> <li>20.</li> <li>21.</li> <li>22.</li> <li>23.</li> <li>24.</li> <li>25.</li> <li>26.</li> <li>27.</li> <li>28.</li> <li>29.</li> <li>30.</li> </ol>	Requirements for Diversion Plan and Annual Plan.       Plan         Reporting Requirements.       Plan         Inspection Authority.       Plan         Insurance Requirements.       Plan         Indemnity.       Plan         Reporting Requirements.       Plan         Insurance Requirements.       Plan         Indemnity.       Plan         Reporting Requirements.       Plan         Requirements.       Plan         Requirements.       Plan         Requirements.       Plan         Requirements.       Plan         Requirement.       Plan         Requirement.       Plan         Requirement.       Plan         Requirement.       Plan	17 20 21 22 24 25 25 25 26 26 26 26 26
Section Section Section Section Section Section Section Section Section Section Section Section	<ol> <li>17.</li> <li>18.</li> <li>19.</li> <li>20.</li> <li>21.</li> <li>22.</li> <li>23.</li> <li>24.</li> <li>25.</li> <li>26.</li> <li>27.</li> <li>28.</li> <li>29.</li> <li>30.</li> <li>31.</li> </ol>	Requirements for Diversion Plan and Annual Plan.       Reporting Requirements.         Inspection Authority.       Inspection Authority.         Insurance Requirements.       Indemnity.         Equipment.       Indemnity.         FRANCHISEE Provided Commercial Solid Waste, Recyclables and Organics Containers.       Signs.         Signs.       Personnel.         Local Office.       Compliance with Law.         Permits and Licenses.       Administrative Charges.	17 20 21 22 24 25 25 25 25 26 26 26 26 26 26 28

# CONTRACT NO. XXX

Section 34. Notices	31
Section 35. Relationship of Parties	31
Section 36. Compliance with Law	32
Section 37. Governing Law	32
Section 38. Jurisdiction.	32
Section 39. Assignment	32
Section 40. Binding on Successors	33
Section 41. Waiver	33
Section 42. FRANCHISEE'S Investigation.	33
Section 43. Entire Agreement.	33
Section 44. Interpretation.	33
Section 45. Amendment	33
Section 46. Severability.	

# COMMERCIAL NON-EXCLUSIVE COLLECTION SERVICE AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS AND

# NAME

This Commercial Non-Exclusive Solid Waste and Recyclable Material and Organic Recyclable Material Collection Franchise Agreement ("Agreement") is made and entered into this **DATE**, by and between the City of Citrus Heights, a municipal corporation of the State of California, hereinafter referred to as "CITY", and **NAME**, hereinafter referred to as "FRANCHISEE".

# RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste and recyclables and organic recyclables handling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of Commercial Recycling legislation ("AB 341") has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial recycling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of Commercial Organics Recycling legislation ("AB 1826") has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial organics recycling within their jurisdictions; and

WHEREAS, CITY has determined that the public health, safety and welfare require that non-exclusive Franchises be awarded to qualified franchisees for the collection, transport, processing and disposal of commercial solid waste, recyclable materials and organic recyclable materials in the CITY; and

**WHEREAS**, the Legislature has found and declared in Section 49510 of the Public Resources Code that it is in the public interest to foster and encourage solid waste enterprises so that, at all times, there will continue to be competent enterprises willing and financially able to furnish needed solid waste handling service; and

WHEREAS, one of the purposes of this Agreement is to regulate such nonexclusive Franchises in order to ensure the orderly collection, transportation, processing and disposal of commercial solid waste, recyclables, and organics in the CITY and to minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, CITY requires all solid waste collectors providing commercial solid waste services in the CITY to obtain a non-exclusive Franchise for the collection of commercial solid waste (Commercial Franchise) in order to regulate this business, ensure its orderly operation and to minimize the potential for adverse effects it may have on the local environment; and

**WHEREAS,** FRANCHISEE has applied to CITY for a Commercial Franchise; and;

**WHEREAS**, the Community Services Director has reviewed FRANCHISEE'S application dated **DATE** for the purpose of determining whether FRANCHISEE meets the requirements for the granting of such Franchise; and

WHEREAS, CITY has determined that the FRANCHISEE does meet the requirements for the granting of such a Franchise and that the grant of a Commercial Franchise to FRANCHISEE is in the public interest; and

WHEREAS, CITY intends to receive value for the Franchise issued, through the payment by FRANCHISEE to City of a franchise fee, which represents a toll or rental for the use of CITY streets and rights of way; and

WHEREAS, FRANCHISEE agrees to and acknowledges that it shall arrange for the proper disposal of all commercial solid waste and the proper processing of all designated recyclable materials and all designated organic recyclable materials collected in the CITY and CITY is not instructing FRANCHISEE how to collect, transport, process or dispose of commercial solid waste, recyclables or organics so long as its operation is consistent with the Citrus Heights Municipal Code and all applicable State and Federal laws; and

WHEREAS, CITY and FRANCHISEE desire to enter into a non-exclusive Commercial Franchise Agreement in order that FRANCHISEE may perform commercial solid waste, recyclable material and organic recyclable material collection, transportation, processing and disposal services in the CITY.

**NOW, THEREFORE**, based on the mutual promises contained herein, the parties agree as follows:

# Section 1. Definitions

For the purpose of this Commercial Franchise Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the applicable sections of the Citrus Heights Municipal Code ("CHMC") shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

a. "Bulky Waste Collection Service". The periodic on-call Collection of Large Items, by the CONTRACTOR, and the delivery of items to a City-Approved Materials Recycling Facility or such other facility as may be applicable under the terms of this Agreement. Bulky Waste Collection Service includes the collection of items such as, but not limited to, furniture, carpets, mattresses, electronic equipment and appliances.

b. "Business" means a commercial entity, proprietorship, firm, partnership, joint-stock company, person in representative or fiduciary capacity, association, venture, trust, or corporation that is organized for financial gain or profit, including but not limited to, offices, retail stores, markets, industrial facilities, schools, school districts, manufacturing facilities, warehouse and distribution facilities, restaurants, motels and hotels, theaters, medical offices, gas stations and automotive facilities; and not-for-profit

organizations, associations and entities, including but not limited to, churches, hospitals, and social service organizations.

c. "CITY" means the City of Citrus Heights, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.

d. "City-Approved C&D Sorting Facility" means a city-approved facility that receives C&D Debris and/or processes C&D Debris into its component material types for reuse, recycling, and disposal of residuals.

e. "City-Approved Material Recovery Facility" means a City-approved facility that receives mixed Recyclable Material and processes Recyclable Material into its component material types for reuse, recycling, and disposal of residuals.

f. "City-Approved Organics Processing Facility" means a City-approved facility that receives Organic Recyclable Material and/or processes Organic Recyclable Material into its component material types for the recycling of organic waste, and disposal of residuals.

g. "Collection" or "Collect" means the act of picking up, transporting and removing Commercial Solid Waste, Designated Recyclable Materials or Designated Organic Recyclable Materials from the place of generation.

h. "Commercial Collection Services" means Commercial Solid Waste Collection Service, Commercial Recycling Collection Service and Commercial Organics Recycling Collection Services.

i. "Commercial Organics Recycling Collection Service" means the Collection of Designated Organic Recyclable Materials and/or Designated Green Materials in the CITY by FRANCHISEE and the transportation and processing of those Designated Organic Recyclable Materials.

j. "Commercial Recycling Collection Service" means the Collection of Designated Recyclable Materials in the CITY by FRANCHISEE and the transportation and processing of those Designated Recyclable Materials.

k. "Commercial Solid Waste Collection Service" means the Collection of Commercial Solid Waste in the CITY by FRANCHISEE and the transportation, processing and disposal of that Commercial Solid Waste.

I. "Commercial Solid Waste" means Mixed C&D Debris, and waste that is generated by a Business or Multi-Family Residential Property and Collected at such Business or Multi-Family Residential Property but does not include Designated Recyclable or Designated Organic Recyclable Materials.

m. "Construction and Demolition Debris" or "C&D Debris" means used or commonly discarded materials resulting from landscaping, construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, that are not hazardous as defined in California Health and Safety Code Section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

n. "Covered Generator" means all Businesses and Multi-Family Residential Properties that are subject to the requirements of Section 74 of the Citrus Heights Municipal Code.

o. "Covered Project" means the project described in Section 74-43 of the Citrus Heights Municipal Code.

p. "Customer" means a Business or Multi-Family Residential Property owner who enters into a Service Agreement with FRANCHISEE for Commercial Collection Services. Where FRANCHISEE provides services to multiple Businesses or Multi-Family Residential Properties under one Service Agreement "Customer" refers only to the party(ies) that entered into the Service Agreement with FRANCHISEE.

q. "Days" means calendar days.

r. "Designated Green Materials" or "Green Materials" means materials that are required to be separated by Covered Generators from Commercial Solid Waste and Designated Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Green Materials include, but are not limited to: yard trimmings, grass, weeds, leaves, pruning, branches, dead plants, brush, tree trimmings, dead trees, small wood pieces and other types of organic yard waste. Green Materials does not include food scraps and paper contaminated with food scraps.

s. "Designated Organic Recyclable Materials" or "Organic Recyclable Materials" or "Organics" means materials that are required to be separated by Covered Generators from Commercial Solid Waste and Designated Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Organic Recyclable Materials includes the following materials: food waste, green waste, landscaping and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. The term 'organic recyclable materials' solely means 'designated green materials' when referencing multifamily residential property requirements.

t. "Designated Recyclable Materials" or "Recyclable Materials" or "Recyclables" means materials that are required to be separated by Covered Generators from Commercial Solid Waste and Designated Organic Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Recyclable Materials currently include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding ten (10) pounds in weight for any single item); steel including "tin" cans and small scrap (not exceeding ten (10) pounds in weight for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; aseptic containers; polystyrene; wood pallets and non-treated and unpainted wood scraps; and those materials accepted by FRANCHISEE or CITY for Recycling, as updated from time to time. "Franchise", "Franchise Agreement" or "Agreement" means this written document and all exhibits and amendments thereto between CITY and FRANCHISEE.

u. "Large Items" means those materials Collected as part of Bulky Waste Collection Services that includes, but is not limited to: furniture, carpets, mattresses, white goods, brown goods, clothing, tires, or some combination of such items.

v. "Mixed C&D Debris" means commingled recyclable and non-recyclable C&D debris generated at a project site.

w. "Multi-Family Residential Property" means five (5) or more residential dwelling units located on a single parcel of land and any mobile home park located within the City.

x. "National Contracts" means contracts between waste management companies and multi-sited waste generating companies that currently operate in more than one state in the United States.

y. "Organic Recyclable Materials" see "Designated Organic Recyclable Materials".

z. "Organics Recycling" means the process of Collecting, sorting and treating Organic Recyclable Materials and/or Green Materials that would have otherwise become Commercial Solid Waste and returning them to a safe, nuisance-free compost product by treating the materials to a controlled biological decomposition.

aa. "Recyclable Material Container" means any box, tub, cart, bin, or other container provided by FRANCHISEE that is made of metal, hard plastic or other similar material, is suitable for Collection of Recyclable Materials or Organic Recyclable Materials and is approved by CITY.

bb. "Recyclable Materials" has the same meaning as "Designated Recyclable Materials"

cc. "Recycling" or "Recycled" means the process of Collecting, sorting, cleansing, treating and reconstituting Recyclable Materials that would otherwise become Commercial Solid Waste and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.

dd. "Service Agreement" means a written agreement between FRANCHISEE and a Customer concerning the provision of Commercial Collection Services.

ee. "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, Construction and Demolition Debris, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. Solid Waste does not include hazardous waste or low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the Health and Safety Code, or medical waste. Solid Waste does not include Recyclable Materials or Organic Recyclable Materials that are set out for separate Collection for the purposes of Recycling or Organics Recycling, and that are not landfilled.

ff. "Source Separate" or "Source Separated" means the process of removing Recyclable Materials or Organic Recyclable Materials from Solid Waste for the purpose of Recycling or Organics Recycling, done by the Customer.

# Section 2. Grant of Non-Exclusive Franchise.

a. CITY hereby grants to FRANCHISEE a Franchise for the Collection of Commercial Solid Waste authorizing FRANCHISEE to engage in the business of Collecting, transporting, processing, and disposing of Commercial Solid Waste, C&D Debris, Recyclable Materials and Organic Recyclable Materials kept, accumulated or generated in CITY and to use the public streets and rights of way for such purpose.

b. This grant is pursuant to FRANCHISEE's application for the Franchise, which application is incorporated herein by this reference.

# Section 3. Acceptance of Franchise.

FRANCHISEE hereby accepts the Franchise on the terms and conditions set forth in this Agreement, the applicable chapters of the Citrus Heights Municipal Code, and all related ordinances and resolutions. Execution of this Agreement shall not constitute the notification required by Public Resources Code Section 49520.

# Section 4. Term of Franchise.

a. Subject to Section 32 of this Agreement, the term of the Franchise granted to FRANCHISEE shall be from January 1, 2018 through December 31, 2018. The effective date of this Agreement shall be January 1, 2018.

b. CITY may elect to extend the term of the Franchise granted to FRANCHISEE, for subsequent one (1) year terms. CITY shall notify FRANCHISEE no later than one hundred twenty (120) days prior to the end of the term of this Agreement, that CITY is electing to extend the term of the Franchise for an additional one (1) year term.

c. In the event CITY offers to extend the term of this Agreement, and FRANCHISEE intends to accept such offer, FRANCHISEE shall provide CITY with an updated application information identifying all material changes since the submission of the initial application or the last application update no later than ninety (90) days prior to the end of the term of this Agreement.

d. In the event CITY offers to extend the term of this Agreement, either CITY or FRANCHISEE may give notice of a desire to negotiate material changes to this Agreement no later than ninety (90) days prior to the end of the term of this Agreement, and the parties agree to negotiate in good faith regarding such proposed changes.

# Section 5. Conditions for Effectiveness.

The effectiveness of this Agreement is subject to FRANCHISEE's satisfaction of each and all of the conditions set forth below, each of which may be waived in whole or in part by CITY. Any such waiver must be in writing.

a. <u>Accuracy of Representations</u>. The representations and warranties made by FRANCHISEE in application for Franchise are true and correct on and as of the effective date of this Agreement.

b. <u>Absence of Litigation</u>. There is no litigation pending on the effective date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

c. <u>Furnishing of Insurance</u>. FRANCHISEE has furnished evidence of the Insurance required by Section 20 of this Agreement.

# Section 6. Limitations on Scope of Franchise.

Under the terms of this Franchise, FRANCHISEE has the authority to Collect only Commercial Solid Waste, C&D Debris, Recyclable Materials and Organic Recyclable Materials from Businesses and Multi-Family Residential Properties and to provide drop-box service to all generators.

# Section 7. Franchise Fees.

a. During the term of the Franchise, FRANCHISEE shall pay to CITY franchise fees for the privilege of using CITY streets and public rights-of-way to engage in the business of providing Commercial Collection Services in CITY.

b. Franchise fees shall be a percentage of all gross revenues, less franchise fees received from Customers, including those Customers that are state or federal agencies or entities located within CITY, for the provision of Commercial Collection Services. The franchise fee shall be calculated based on gross Collection revenues prior to FRANCHISEE imposing the franchise fee on its Customers.

c. The franchise fee percentage shall be ten percent (10%) or such other amount applicable to Commercial Franchises that may be adopted at any time during the term of this Agreement by a resolution of the City Council, or by the City Manager if the City Council has delegated such authority to the City Manager by resolution.

d. FRANCHISEE shall pay franchise fees on revenue generated from all Commercial Solid Waste Collected pursuant to this Agreement regardless of the method of disposal or handling. FRANCHISEE shall not owe any franchise fees on revenues generated from the sale of Recyclable Materials or Organic Recyclable Materials from the Collection of Source Separated materials.

# Section 8. Franchise Fee Payment.

a. Franchise fees shall be payable on a monthly basis, and shall be due and payable on the first day of the second month immediately following the month in which

collection revenue is received. Each payment shall be calculated in accordance with the provisions of this Agreement and the Citrus Heights Municipal Code.

b. The franchise fee shall be paid to the Community Services Director at the address set forth in Section 8(f) of this Agreement. Each payment shall be accompanied by a "gross revenue form," verified by the person making the payment, or a duly authorized representative of the person, showing the calculation of the franchise fee payable in such form and detail as the Community Services Director may require and such other information as the Community Services Director may determine is material to a determination of the amount due.

c. If no revenue subject to the franchise fee is collected during a given month, the gross revenue form must still be submitted to the Community Services Director in the manner described in Section 8(b) of this Agreement.

d. No statement filed under this Section shall be conclusive as to the matters set forth in such statement, nor shall the filing of such statement preclude CITY from collecting by applicable action the sum that is actually due and payable.

e. If franchise fees are not paid by FRANCHISEE in the time and manner described in this Section 8 of this Agreement, then in addition to the franchise fees, FRANCHISEE shall pay a late payment charge in an amount equal to one hundred dollars (\$100.00), for each business day in which the franchise fee was not timely paid.

f. FRANCHISEE shall pay all required franchise fees to:

City of Citrus Heights Attn: Community Services Director 6360 Fountain Springs Drive Citrus Heights, CA 95621

g. If FRANCHISEE remits franchise fees by personal delivery to CITY, such franchise fees shall be deemed timely paid only if delivered on or before the due date. If FRANCHISEE remits franchise fees by mail or other delivery service, such franchise fees shall be deemed timely only if: (1) the envelope containing the franchise fee payment bears a postmark or receipt showing that the payment was mailed or sent on or before the due date; or (2) FRANCHISEE submits proof satisfactory to CITY'S Community Services Director that the franchise fee payment was in fact deposited in the mail or sent on or before said due date.

h. In the event FRANCHISEE believes that it has paid franchise fees in excess of the fees due to CITY, FRANCHISEE may submit a request for refund to the Community Services Director on a form provided by the Community Services Director. If proof of overpayment is satisfactory to the Community Services Director, the Community Services Director shall refund to FRANCHISEE any overpayment. FRANCHISEE shall not apply any overpayment as a credit against any franchise fees or other amounts payable to CITY unless specifically so authorized by the Community Services Director in writing.

# Section 9. Diversion Requirements.

a. FRANCHISEE shall be required to divert from disposal a minimum of thirty percent (30%) of all material Collected by FRANCHISEE in each quarter of the calendar year beginning January 1, 2018.

b. FRANCHISEE will also assist the CITY in reaching CalRecycle's seventyfive percent (75%) goal to the extent FRANCHISEE can do so without incurring additional expense or interfering with FRANCHISEE's ability to perform its other obligations under this Agreement.

Diversion Requirements Calculation. For purposes of determining if C. FRANCHISEE achieves FRANCHISEE'S diversion requirements, the Parties agree the guarterly diversion rate will be calculated using the following formula: "the tons of materials Collected by FRANCHISEE from the provision of Collection Services in CITY that are sold or delivered to a recycling facility, materials recovery facility, recycler, reuser, or other processing facility, divided by the total tons of materials Collected in CITY by FRANCHISEE in each quarter." Notwithstanding any other provision of this Agreement to the contrary, no Liquidated Damages shall be assessed against FRANCHISEE for failure to meet diversion requirements during a particular guarter if during that guarter FRANCHISEE has demonstrated good faith efforts to achieve the diversion requirements by (i) implementing public education and outreach efforts as outlined in Section 17; (ii) delivering all Recyclable Materials collected hereunder to a City-Approved Materials Recovery Facility: (iii) delivering all Organic Recyclable Material collected hereunder to a City-Approved Organics Processing Facility; and (iv) delivering all C&D debris to a City-Approved C&D Sorting Facility. In addition, in determining whether to assess Liquidated Damages for failure to meet diversion requirements. City may also take into account FRANCHISEE's other good faith efforts. changes in Recyclable Materials markets, availability of organics processing facilities, and documented changes in waste characterization.

d. The Quarterly Reports submitted by FRANCHISEE to CITY pursuant to Section 18, FRANCHISEE shall include documentation stating and supporting each calendar quarter's diversion rate. Diversion from sources other than FRANCHISEE'S diversion shall not be counted as diversion achieved by FRANCHISEE.

# Section 10. C&D Debris Diversion.

FRANCHISEE shall deliver all loads of Mixed C&D Debris to a City-Approved C&D Sorting Facility, whether from a Covered Project or not, where the material shall be processed for recovery. Under no circumstances are loads of mixed C&D Debris to be taken to a landfill or disposed of otherwise. FRANCHISEE must receive written approval from CITY prior to delivering Mixed C&D Debris to a facility other than that listed on FRANCHISEEs application packet.

# Section 11. Covered Generator.

FRANCHISEE must offer and provide Commercial Recycling and Commercial Organics Recycling Collection Services to its Customers who are Covered Generators

which meet the threshold requirements in this Section. The thresholds for the services Covered Generators are required to obtain are as follows:

a. <u>Recycling Requirements.</u> All Business and Multi-Family Residential Property owners or generators that generate four or more cubic yards of Commercial Solid Waste per week and Multi-Family Residential Properties of five or more dwelling units, regardless of the volume of Solid Waste generated, are required to arrange for Commercial Recycling Collection Services.

# b. <u>Business Organics Recycling Requirements.</u>

(1) As of the effective date of this Agreement, Businesses that generate four cubic yards or more of Designated Organic Recyclable Materials per week are required to arrange for Commercial Organics Recycling Collection Services.

(2) Commencing January 1, 2019: Businesses that generate four cubic yards or more of Commercial Solid Waste per week must arrange for Commercial Organics Recycling Collection Services.

c. Multi-Family Residential Property Organics Recycling Requirements – Covered Generators with the below thresholds will need to arrange for Commercial Organics Recycling Collection services by the date listed:

> (1) As of the effective date of this Agreement, Multi-Family Residential Properties that generate four cubic yards or more of Designated Green Materials per week must arrange for Commercial Organics Recycling Collection Services.

> (2) Commencing January 1, 2019: Multi-Family Residential Properties that generate four cubic yards or more of Commercial Solid Waste (not including Mixed C&D Debris) per week must arrange for Commercial Organics Recycling Collection Services.

Multi-Family Residential Properties will not be required to separate food scraps for Organics Recycling unless the City requires such properties to do so.

# Section 12. Ownership of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials.

CITY does not gain any ownership or right to possess Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials Collected by FRANCHISEE pursuant to this Agreement. Subject to the provisions of this Agreement, FRANCHISEE shall have the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or use the Commercial Solid Waste or Recyclable Materials or Organic Recyclable Materials that it Collects pursuant to the terms of this Agreement.

# Section 13. Disposal and Processing of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials.

FRANCHISEE shall dispose of or process Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials Collected or transported by FRANCHISEE only by taking such Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials to a landfill, transfer station, City-Approved Material Recovery Facility, or City-Approved Organics Processing Facility which is lawfully authorized to accept such Commercial Solid Waste and/or Recyclable Materials and/or Organic Recyclable Materials. FRANCHISEE shall not dispose of such Commercial Solid Waste or Recyclable Materials by depositing it on any land, whether public or private. FRANCHISEE shall not dispose of such Commercial Solid Waste or Recyclable Materials or Organic Recyclable Materials in any river, stream or other waterway, or in any sanitary sewer or storm drainage system.

# Section 14. On-Call Multi-Family Residential Property Bulky Waste Collection Service.

FRANCHISEE shall offer Multi-Family Residential Property Bulky Waste Collection Service to all Multi-Family Residential Property Customers that have a Service Agreement with FRANCHISEE, and whose Large Items have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by FRANCHISEE and the Customer. The agreed upon location for placing Large Items must provide safe and efficient accessibility to FRANCHISEE's collection crew and vehicle. Multi-Family Residential Property management must call at least forty-eight hours in advance to schedule Multi-Family Residential Property Bulky Waste Collection Service. Collection will occur on the day agreed to between the Multi-Family Residential Property management and FRANCHISEE and/or within two (2) business days of request of service from Multi-Family Residential Property management. The cost for receiving this service shall be negotiated between the FRANCHISEE and Multi-Family Residential Property Customer.

# Section 15. Mandatory Business and Multi-Family Residential Property Recycling and Organics Recycling.

In order to ensure compliance with the State Mandatory Commercial Recycling Law (AB 341), State Mandatory Commercial Organics Recycling Law (AB 1826) and the CITY'S Business and Multi-Family Recycling and Organics Recycling Ordinance, established in Chapter 74 of the Citrus Heights Municipal Code, FRANCHISEE shall be required to do all of the following:

FRANCHISEE shall offer Collection service and automatic lift containers, bins or roll-off bins for Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials sufficient to accommodate the quantity and type of Commercial Solid Waste, Recyclable Material and Organic Recyclable Material to all its Customers.

a. FRANCHISEE shall equip and provide automatic lift containers, bins and roll off bins for Commercial Solid Waste, Recyclable Materials and

Organic Recyclable Materials. Upon request from CITY or commercial Customer, FRANCHISEE shall provide locks and/or other suitable features to prevent theft of such materials.

- b. FRANCHISEE shall place CITY-approved signage on all automatic lift containers, bins and roll off bins for Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials. All signage must include CITY approved anti-scavenging language.
- c. FRANCHISEE shall offer containers, bins, and/or, if provided by CITY, reusable bags to be used at the point of disposal sufficient to contain Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials generated on the Customer's site.
- d. FRANCHISEE shall not operate Collection vehicles, nor perform Collection services on properties adjacent to residential uses during the hours of 9:00 PM through 6:00 AM, unless written authorization is given to FRANCHISEE from CITY. CITY reserves the right to revoke such written authorization at any time.
- e. FRANCHISEE shall not take a Customer's Organic Recyclable Materials to a landfill or other disposal site, but to a City-Approved Organics Processing Facility.
- f. FRANCHISEE shall not take a Customer's Recyclable Materials to a landfill or other disposal site, but to a City-Approved Material Recovery Facility.
- g. FRANCHISEE, upon request, shall provide the Community Services Director, and/or his or her designee, with a copy of a Service Agreement, or other document (e.g., receipt from a recycling or composting facility) demonstrating that the Covered Generator's Recyclable Materials and Organic Recyclable Materials are being taken to a City-Approved Material Recovery Facility and/or City-Approved Organics Processing Facility. The Service Agreement, or other documents shall be available for inspection by the Community Services Director, and/or his or her designee, at FRANCHISEE'S place of business during normal business hours.

# Section 16. Service Agreements.

a. FRANCHISEE shall execute a written Service Agreement with all Customers receiving Commercial Collection Services with a collection frequency of at least one (1) time per week before FRANCHISEE provides Commercial Collection Services. Service Agreements shall incorporate, but are not limited to, the following terms and conditions:

- (1) Be clearly labeled as a Service Agreement;
- (2) Describe the Commercial Collection Services to be provided by FRANCHISEE, the frequency of such services and the cost for providing such services to the Customer;
- (3) Clearly state the initial term and renewal terms;

- (4) Any term that is mutually agreed to by the Customer and FRANCHISEE, but recognizing that this Franchise Agreement must remain in full force and effect throughout the term of the Service Agreement;
- (5) May contain a provision for automatic renewal for successive periods of no longer than one (1) year, unless either party gives written notice of termination by certified or registered mail at least sixty (60) days prior to the termination date of the current Service Agreement;
- (6) A term allowing for amendments as mutually agreed upon by the Customer and FRANCHISEE;
- (7) Require FRANCHISEE to provide written notice to Customers of price increases not less than thirty (30) days prior to the effective date of such price increase;
- (8) FRANCHISEE shall respond to Customer inquiries regarding the Service Agreement within seven (7) days;
- (9) Include language stating that Collection Containers will be removed from the property of a Customer by FRANCHISEE within thirty (30) days of final termination of services to the Customer;
- (10) Include language stating that Customers will be notified in writing within thirty (30) days of termination of this Franchise Agreement;
- (11) Not require Customers to pay over three (3) months liquidated damages during the renewal term and over six (6) months liquidated damages during the initial term of the Service Agreement;
- (12) Not require Customers to give FRANCHISEE the exclusive right to provide Commercial Recycling Collection Service or Commercial Organics Recycling Collection Service as a condition of a Service Agreement, unless the Customer affirmatively indicates that this is its desire;
- (13) Not require Customers to give notice of any offer by a competitor or require Customers to give FRANCHISEE the right to respond to such offer; and
- (14) Include language stating that the Service Agreement shall automatically terminate at such time as CITY terminates FRANCHISEE's Franchise Agreement unless CITY concurrently provides FRANCHISEE with a new or amended franchise agreement.

b. The requirements for Service Agreements contained in this Section shall be incorporated into all new Service Agreements executed on or after the execution of this Franchise Agreement. Existing Service Agreements between FRANCHISEE and a Customer executed before the execution of this Franchise Agreement shall remain in force for the remainder of the existing contract and shall be governed by the terms and conditions specified in the existing Service Agreement, provided that such existing Service Agreements shall comply, to the extent allowable by law, with the Recycling and Organic Recycling programs established by this Franchise Agreement and California Law.

c. National contracts or agreements are exempt from the requirements of contract length and renewal terms.

# Section 17. Requirements for Diversion Plan and Annual Plan.

<u>Diversion Plan.</u> The Diversion Plan which was submitted by FRANCHISEE with its application for this Agreement, and which is attached hereto as Exhibit 1 of this Agreement, shall be implemented by Franchisee during the first year of this Agreement and shall be considered the annual plan for that year.

FRANCHISEEs that provide Collection service to at least one (1) Covered Generator will prepare an Annual (calendar year) Plan and submit the plan to CITY for approval. The first proposed annual plan must be submitted for CITY review and approval no later than October 1, 2018 for the 2019 calendar year and by October 1<sup>st</sup> of each 2019, 2020, and 2021, for each following calendar year. The City will provide the FRANCHISEE an annual plan template as provided in Exhibit 2 of this Agreement. Specifically, the plan shall contain, but not be limited to:

(1) A methodology for how FRANCHISEE will meet City and State diversion requirements as specified in Section 9;

(2) A description of the proposed methodology for identifying Covered Generators, proposed methodology for tracking compliant/noncompliant Covered Generators, and proposed efforts for increasing subscription levels.

(3) A description of a minimum of three (3) outreach and education campaigns and quantifiable goals for each campaign.

i. At least one annual campaign will be directed at all Covered Generators and will inform the Covered Generators about both the State Mandatory Commercial Recycling Law (AB 341) and applicable City requirements, and State Mandatory Commercial Organics Recycling Law (AB 1826) and applicable City requirements, and how to comply with each Law.

ii. At least one campaign will be specifically directed at those Covered Generators that are not in compliance with either the State Mandatory Commercial Recycling Law (AB 341) and/or the State Mandatory Commercial Organics Recycling Law (AB 1826) and will inform them of their requirements and how they can comply;

iii. One campaign will be at the choice of CONTRACTOR and will not be directly related to campaigns (3i) or (3ii).

a. CITY shall review the annual plan and notify FRANCHISEE of whether it has been approved or needs additional information within 45 days after submission. FRANCHISEE shall, at its own expense, implement the approved annual plan.

# Section 18. Reporting Requirements.

a. FRANCHISEE shall file with the Community Services Director the following quarterly reports:

- (1) <u>Quarterly Tonnage Report</u> that contains the quantities of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials Collected, transported, processed, diverted, and/or disposed. Such report shall be in such form and detail as required by the Community Services Director. Specifically, the report shall contain, but not be limited to, the following information:
  - i. The Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials tonnage Collected and removed, during the previous quarter, within the CITY by FRANCHISEE;
  - ii. The Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials tonnage Collected and removed by FRANCHISEE within the City, during the previous quarter, that was diverted and the location of the facility(ies) where such Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials were diverted; and
  - iii. The Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials tonnage Collected and removed by FRANCHISEE within the City, during the previous quarter that was disposed of and the location of the disposal or processing facility where the disposal or processing of such Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials occurred.
- (2) <u>Quarterly Covered Generator Status Report</u> that contains the status of Covered Generators. This report is to be submitted by FRANCHISEE in the event FRANCHISEE provides Commercial Collection Service to at least one (1) Covered Generator. The report shall be in such form and detail as required by the Community Services Director. The report shall include a list of all Business Customers which are Covered Generators and a list of all Multi-Family Residential Property Customers which are Covered Generators Each list shall set forth the following information for each Customer:
  - a. Name and Type of Customer (Business or Multi-Family Residential Property)
  - b. Billing Contact;
  - c. Billing Address;
  - d. Billing Contact Phone Number;
  - e. Service Contact;
  - f. Service Address;
  - g. Service Contact Phone Number;
  - h. Container size and frequency of Solid Waste Collection Service;

- i. Container size and frequency of Recycling Materials Collection Service;
- j. Container size and frequency of Organics Recycling Collection Service; and
- k. Whether or not the Covered Generator is in compliance with the Commercial Recycling and/or Organics Recycling Collection Services it is required to arrange for as set forth in Section 11.

b. The first quarterly reports shall be due on May 1, 2018, and shall cover the period of January 1, 2018 to March 31, 2018. Thereafter, quarterly reports shall be due on each subsequent August 1, November 1, February 1, and May 1 during the term of this Agreement. Each report shall cover the immediately preceding calendar year quarter.

c. Quarterly reports shall be filed with Community Services Director at the location set forth in Section 34, below and shall be in a form approved by CITY. FRANCHISEE shall maintain quarterly records, on forms approved by the Community Services Director, containing such information as may be required by the Community Services Director pertaining to the number and types of accounts served by FRANCHISEE under the terms of this Agreement. This information shall be provided to Community Services Director upon request.

d. FRANCHISEE shall file with the Community Services Director an annual report including the following information:

(1) Public outreach and education activities undertaken during the previous year;

(2) Collection service program changes implemented during the previous year;

(3) Large events that were provided Collection service;

(4) An update of end-markets utilized for sale of Recyclable Materials;

(5) Methodology of identifying Covered Generators used during the previous year;

(6) A list of Customers who are Covered Generators under AB 341 and AB 1826;

(7) If applicable, a description of other activities undertaken pursuant to the annual plan required by this Agreement.

e. Annual reports shall be submitted to the City each March 1 during the term of this Agreement with the first annual report due on March 1, 2019. Annual reports shall cover information and activities during the immediately preceding calendar year. Annual reports shall be filed with Community Services Director at the location set forth in Section 34 and shall be in a form approved by CITY.

f. The Community Services Director shall establish guidelines, forms and other applicable material to assist FRANCHISEE in preparing the reports required by this Section.

g. If any of the quarterly reports or the annual report required under this Section are not filed by the due date, the report shall be deemed delinquent, and FRANCHISEE shall pay to CITY a delinquent report charge in the amount of fifty dollars (\$50.00) per business day until such day that the delinquent report is provided to CITY. If the report remains delinquent for more than fifteen (15) business days, FRANCHISEE shall pay to CITY a delinquent report charge in the amount of one hundred dollars (\$100.00) per business day beginning on the sixteenth (16th) business day until such day that the delinquent report is provided to CITY. Such delinquent report charge shall be in addition to any franchise fees or other charges payable by FRANCHISEE for the same period of time. Each report due shall be treated separately for purposes of this delinquent report charge, and such delinquent report charges shall be cumulative. FRANCHISEE's failure to file the reports required by this Section shall constitute cause for termination or suspension of its Franchise pursuant to the Citrus Heights Municipal Code and Section 32 of this Agreement.

h. To the extent permitted by applicable law, including the California Public Records Act, any reports, plans, and information required by this Agreement stamped confidential or proprietary, shall be deemed confidential and shall not be subject to public disclosure. In the event that CITY becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, California Public Records Act request, USA Patriot Act, or similar act or process to disclose any Confidential Information, to the extent allowed by law, the CITY shall give FRANCHISEE prompt prior written notice of such requirements so that FRANCHISEE may seek a protective order or other applicable remedy at FRANCHISEE'S sole risk and expense.

i. The parties understand that the CITY is a public entity that must comply with the California Public Records Act.

# Section 19. Inspection Authority.

a. FRANCHISEE shall at all times maintain accurate and complete accounts of all revenues and income arising out of its operations under this Franchise Agreement and the information needed to complete the forms and reports required by Sections 8 and 18 of this Agreement. FRANCHISEE'S books, accounts and records reasonably necessary for the enforcement of this Franchise Agreement shall be made available for inspection, examination and audit during normal business hours by authorized officers, employees and agents of CITY. CITY shall give FRANCHISEE written notice at least three (3) business days prior to any inspection, audit or examination of these records.

b. Where the Community Services Director Services determines that an audit is necessary to verify the accuracy, or completeness of reported franchise fees, tonnages or diversion data, FRANCHISEE shall be responsible for reimbursing CITY the costs of performing such audit costs, including any CITY staff time, consultant services, and City Attorney services, to perform such audit.

c. FRANCHISEE shall be responsible for reimbursing CITY'S audit costs, including any CITY staff time or consultant services and City Attorney services, to perform detailed follow-up audits where CITY staff determines that documentation of

franchise fees, tonnage, diversion or other data, as reported by FRANCHISEE, is inadequate, incomplete or inaccurate. Where necessary, CITY staff will retain the services of an independent consultant to verify performance and conduct any necessary diversion audits.

# Section 20. Insurance Requirements.

FRANCHISEE shall obtain and shall maintain throughout the term of this Agreement, at FRANCHISEE's sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work pursuant to this Agreement by FRANCHISEE, its agents, representatives, employees or FRANCHISEEs.

- a. <u>Minimum Scope and Limits of Insurance</u>. FRANCHISEE shall maintain at least the following minimum insurance coverage:
  - (1) Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
  - (2) *Automobile Liability*: \$3,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall include hired autos and non-owned autos.
  - (3) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$3,000,000 per accident.
  - (4) Pollution Liability Insurance: \$3,000,000 per occurrence.

b. <u>Deductibles and Self-Insured Retentions.</u> Any deductibles or self-insured retentions must be declared to and approved by CITY. If FRANCHISEE desires to increase any deductible or self-insured retention after the effective date of this Agreement, it shall first obtain approval of CITY's Risk Manager for these increases. FRANCHISEE shall be responsible for payment of all deductibles or self-insured retentions.

c. <u>Other Insurance Provisions.</u> The required insurance policies are required to contain, or be endorsed to contain, the following provisions:

d. <u>General Liability and Automobile Liability Coverage.</u> CITY, its officers, employees, agents, contractors, and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of FRANCHISEE; products and completed operations of FRANCHISEE; premises owned, leased or used by FRANCHISEE; and automobiles owned, leased, hired or borrowed by FRANCHISEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, contractors, and volunteers.

i. FRANCHISEE'S insurance coverage shall be primary insurance as respect to CITY, its officers, employees, agents, contractors and

volunteers. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, contractors or volunteers shall be in excess of FRANCHISEE'S insurance and shall not contribute with it.

ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officers, employees, agents, contractors or volunteers.

e. Coverage shall state that FRANCHISEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. <u>All Coverage</u>. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

g. <u>Placement of Insurance.</u> Insurance shall be placed with insurers acceptable to CITY'S Risk Manager. FRANCHISEE must place insurance with a current A.M. Best rating of no less than A: VII. CITY'S Risk Manager may waive or alter this requirement in writing, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of CITY and the general public are adequately protected.

h. <u>Proof of Insurance</u>. FRANCHISEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed or personally delivered to the address provided in Section 34 of this Agreement.

i. <u>Acknowledgment</u>. FRANCHISEE acknowledges that the Commercial Solid Waste, Recycling and Organics Recycling Collection Franchise granted to FRANCHISEE will not become effective, and FRANCHISEE will have no authority to perform Commercial Collection Services in the CITY, unless FRANCHISEE provides satisfactory proof of insurance prior to beginning operations as a FRANCHISEE.

j. <u>Modification of Insurance Requirements</u>. CITY shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the CITY'S Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for CITY and for members of the public, CITY may require FRANCHISEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CITY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. CITY'S Risk Manger may modify these insurance requirements only upon approval of the City Council.

# Section 21. Indemnity.

a. FRANCHISEE agrees to defend, with counsel agreed upon by both parties, indemnify, and hold harmless CITY, its agents, officers, contractors, agents, public officials, volunteers, and employees from and against any and all claims asserted, costs, the cost of remediation and cost recoveries pursuant to the

Comprehensive Environmental Response, Compensation and Liability Act, losses and damages, liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the FRANCHISEE, its employees, agents, subcontractors, suppliers, or any person or organization directly or indirectly employed by any of them to perform or furnish any services, or anyone for whose acts any of them may be liable), or injuries to any person or property, including injury to CITY, its agents, officers, contractors, agents, public officials, volunteers, and employees which arise from, or are connected with, or are caused or claim to be caused by acts or omissions of FRANCHISEE, its employees, agents, subcontractors, suppliers, or any person or organization directly or indirectly employed by any of them in the performance of the non-exclusive Franchise or this Agreement, or in performing the work or services therein, and all costs and expenses of investigating and defending against same; provided, however, that FRANCHISEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its agents, officers, contractors, agents, public officials, volunteers, and employees

Hazardous Substances Indemnification. FRANCHISEE agrees to defend, b. with counsel agreed upon by both parties, indemnify, and hold harmless CITY, its agents, officers, contractors, servants, officers, volunteers, and employees from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs (including, without limit, any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity providing the enforcement action is successful in establishing indemnification), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnities arising from or attributable to the acts or omissions of FRANCHISEE, its employees, agents, subcontractors, suppliers, or any person or organization directly or indirectly employed by any of them, whether or not negligent or otherwise culpable, in connection with or related to the performance of this contract, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous substance, Hazardous Waste, and/or Household Hazardous Waste (collectively, "Waste") at any places where FRANCHISEE transfers, transports, processes, stores or disposes of Solid Waste or other waste collected under this contract. The indemnity afforded indemnitees shall only be limited to exclude coverage for intentional wrongful acts and active negligence of indemnitees. The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9607(e), and California Health and Safety Code §25364, to defend, indemnify, and hold harmless, CITY, its agents, officers, contractors, servants, officers, volunteers, and employees from liability. Nothing in this provision shall prevent FRANCHISEE from seeking indemnification or

contribution from persons or entities other than indemnitees, for any liabilities incurred by the FRANCHISEE, or the indemnitees.

c. Indemnification for Failure to Meet AB 939 Goals. FRANCHISEE agrees to defend, with counsel agreed upon by both parties, indemnify, and hold harmless CITY, its agents, officers, contractors, agents, public officials, volunteers, and employees from and against all fines or penalties imposed by CalRecycle if the diversion goals specified in the California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by CITY with respect to the Materials Collected by FRANCHISEE and if the lack in meeting such goals are attributable to the failure of the FRANCHISEE to implement and operate the Recycling and/or Organics Recycling or other diversion plans and/or programs or related activities required by this Agreement. Such indemnification of CITY, its agents, officers, contractors, agents, public officials, volunteers, and employees by FRANCHISEE shall be proportionate to FRANCHISEE'S degree of fault for the penalty or fine imposed, as required under Public Resources Code § 40059.1.

# Section 22. Equipment.

a. Any and all containers provided to Customers by FRANCHISEE for storage, collection or transportation of Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials shall meet the requirements of the Citrus Heights Municipal Code and applicable California laws.

b. Any and all vehicles used by FRANCHISEE to perform Commercial Collection Services shall meet the requirements of the Citrus Heights Municipal Code and applicable California laws.

c. All collection equipment and vehicles used by FRANCHISEE shall have applicable safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

d. Each FRANCHISEE shall maintain collection equipment and vehicles in a clean condition and in good repair at all times, to the satisfaction of CITY.

e. FRANCHISEE shall insure that all Collection vehicle loads are covered while in transit and shall not litter premises in the process of providing Commercial Collection Services or while its vehicles are on the road. FRANCHISEE shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the FRANCHISEE'S vehicles. FRANCHISEE shall exercise all reasonable care and diligence in providing Commercial Collection Services so as to prevent spilling or dropping of Commercial Solid Waste or, Recyclable Materials or Organic Recyclable Materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

# Section 23. Abandoned Containers.

a. If FRANCHISEE abandons any container used to provide Commercial Collection Services, CITY, or its designated agent may remove the container and/or dispose of the contents of the container.

b. If CITY or its designated agent removes a container abandoned by FRANCHISEE and/or disposes of the contents of any container abandoned by FRANCHISEE, CITY may charge FRANCHISEE for CITY'S costs incurred in such removal/disposal and for CITY'S costs of storage of the container. FRANCHISEE shall reimburse CITY for such costs within ten (10) days of the date of CITY'S invoice for such costs.

- c. For the purposes of this Section, "abandoned" includes:
  - (1) FRANCHISEE'S failure to remove the container within the time period specified by the City Council upon termination of the this Agreement;
  - (2) FRANCHISEE's failure to remove the container within a reasonable period after the expiration of this Agreement except in the case where FRANCHISEE has been granted an extension of the term of this Agreement or FRANCHISEE has been granted a subsequent Commercial Solid Waste, Recycling and Organics Recycling Collection Franchise authorizing FRANCHISEE to Collect and transport the type or types of Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials for which the container was used pursuant to this Agreement.
  - (3) FRANCHISEE'S failure to dispose of the contents of the container within five (5) days after the Community Services Director issues written notice to FRANCHISEE to dispose of the contents.

# Section 24. FRANCHISEE Provided Commercial Solid Waste, Recyclables and Organics Containers.

- a. <u>General.</u> Containers used for storage of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials shall be designed and constructed to be watertight and prevent the leakage of liquids. All containers shall be painted and shall prominently display the name of FRANCHISEE. All containers shall prominently display the type of designated material for Source Separation.
- b. <u>Cleaning, Painting, Maintenance.</u> FRANCHISEE shall make reasonable efforts to replace, clean or repaint all containers as needed so as to present a clean appearance.

# Section 25. Signs.

FRANCHISEE shall have permanently displayed in a prominent place on the exterior of each truck utilized in the Collection, removal or transportation of Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials under this Agreement a sign which contains such information as is required by regulation of the

# CONTRACT NO. XXX

city engineer adopted pursuant to the provisions of the California Code of Regulations, Title 14, Section 17344.

#### Section 26. Personnel.

a. <u>Driver Qualifications</u>. FRANCHISEE agrees that all drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the applicable class, issued by the California Department of Motor Vehicles.

b. <u>Safety Training</u>. FRANCHISEE shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials, or who are otherwise directly involved in such collection.

#### Section 27. Local Office.

FRANCHISEE shall at all times maintain a central office within CITY, or within the metropolitan area immediately adjacent to CITY, where a representative of FRANCHISEE can be reached by telephone 8:00 a.m. through 5:00 p.m., Mondays through Fridays, legal holidays excepted. Such office shall have a local telephone number so that Customers served by the FRANCHISEE may contact the FRANCHISEE without the necessity of making a long distance telephone call.

#### Section 28. Compliance with Law.

FRANCHISEE shall perform all Collection, transportation and disposal operations in accordance with applicable federal, state, and local law, including the Citrus Heights Municipal Code, and in accordance with all regulations promulgated under such laws, and in accordance with the terms and conditions of this Agreement.

#### Section 29. Permits and Licenses.

FRANCHISEE shall obtain and maintain, at FRANCHISEE'S sole cost and expense, all permits and licenses applicable to FRANCHISEE'S operations under this Agreement required of FRANCHISEE by any governmental agency.

#### Section 30. Administrative Charges.

It shall be the duty of FRANCHISEE to perform services under this Agreement in such a manner as to ensure that services are of the highest caliber. In the event FRANCHISEE fails to perform the services set forth in this Agreement, CITY may assess administrative charges against FRANCHISEE in the following amounts:

a. Failure to clean up spillage or litter caused by FRANCHISEE. 1 <sup>st</sup> violation 3 <sup>rd</sup> violation 3 <sup>rd</sup> violation	n \$500.00;
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b.	Failure to maintain equipment in a clean, safe, and sanitary manner.	1 <sup>st</sup> violation \$200.00; 2 <sup>nd</sup> violation \$500.00; 3 <sup>rd</sup> violation \$1,000.00
C.	Failure to have a vehicle operator properly licensed.	1 <sup>st</sup> violation \$200.00; 2 <sup>nd</sup> violation \$500.00; 3 <sup>rd</sup> violation \$1,000.00
d.	Failure to properly cover materials in Collection vehicles.	1 <sup>st</sup> violation \$200.00; 2 <sup>nd</sup> violation \$500.00; 3 <sup>rd</sup> violation \$1,000.00
e.	Failure to return CITY or CITY's representative calls, e-mails or correspondence two or more times within thirty (30) consecutive days	\$200.00 per occurrence
f.	Disposal of Source Separated Recyclable Materials, and/or Organic Recyclable Materials in a disposal facility or landfill without first obtaining the written permission of CITY.	\$500.00 per occurrence
g	Disposal of Mixed C&D Debris at any facility other than a City-Approved C&D Sorting Facility without first obtaining the written permission of CITY.	\$500.00 per occurrence
h.	Failure to deliver any Collected materials to a disposal facility, City-Approved Material Recovery Facility, City-Approved Organics Processing Facility or other processing facility as applicable, except as otherwise expressly provided in this Agreement.	\$5,000.00 first failure; \$25,000.00 each subsequent failure
i.	Failure to submit complete and correct information or reports on time and in accordance with Section 8 and 18 of this Agreement.	\$50.00 per day for each business day delinquent up to the 15 <sup>th</sup> day;
		\$100 per day after the 15 <sup>th</sup> delinquent business day
j.	Failure to submit franchise fee payment in accordance with Section 7 and 8 of this Agreement.	\$100 per business day
k.	Failure to meet diversion requirements in accordance with Section 9 of this Agreement.	\$20.00 per one ton shortfall needed to meet 30% diversion requirement per quarter

Ι.	Failure to comply with the requirements of this	\$250.00 per incident
	Agreement or Citrus Heights Municipal Code not	
	specified in items a. through I. following written	
	notice from CITY to FRANCHISEE of deficiency.	

# Section 31. Changes in Law.

a. CITY and FRANCHISEE understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require CITY to make changes or modifications in some of the terms, conditions or obligations under this Agreement. FRANCHISEE agrees that the terms and provisions of the Citrus Heights Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of FRANCHISEE located within the CITY.

b. Starting January 1, 2020, FRANCHISEE shall not receive diversion credit for Designated Green Materials or other Designated Organic Recyclable Materials that are delivered to a City-Approved Organics Processing Facility or other facility for disposal if that facility uses such material for alternative daily cover and, as of that date, FRANCHISEE shall not report Designated Green Materials or other Designated Organic Recyclable Materials as diversion on its quarterly reports if such material is delivered to a City-Approved Organics Processing Facility or other facility for disposal if that facility uses such material for alternative daily cover.

# Section 32. Default, Termination.

a. <u>Default</u>. Except for the occurrence of Force Majeure, in the event of any material failure or refusal of FRANCHISEE to comply with any obligation or duty imposed on FRANCHISEE under this Agreement or the Citrus Heights Municipal Code, the Community Services Director and FRANCHISEE shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the City Council shall have the right to terminate this Agreement if:

- (1) Following the ten (10) day meeting period described above, the Community Services Director shall have given written notice to FRANCHISEE specifying that a particular default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of FRANCHISEE, and
- (2) FRANCHISEE fails to correct such default or fails to take reasonable steps to commence to correct such default within thirty (30) days from the date of the notice given by the Community Services Director under Section a. (1) above and FRANCHISEE thereafter fails to diligently continue to take reasonable steps to correct such default.

b. The following events shall also constitute a material breach and default under this Agreement:

- (1) <u>Misrepresentation.</u> Any misrepresentation or disclosure made to CITY by FRANCHISEE in connection with or as an inducement to entering this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.
- (2) <u>Fraud or Deceit</u>. If FRANCHISEE practices, or attempts to practice, any fraud or deceit upon CITY.
- (3) <u>Failure to Maintain Coverage.</u> If FRANCHISEE fails to provide or maintain in full force and effect any of the insurance coverage as required by this Agreement.
- (4) <u>Violations of Regulation.</u> If FRANCHISEE violates any permits, orders or filing of any regulatory body having jurisdiction over FRANCHISEE which violation or non-compliance materially affects FRANCHISEE'S ability to perform under this Agreement, provided that FRANCHISEE may contest any such orders or filings by applicable proceedings conducted in good faith, in which case no breach of the Franchise shall be deemed to have occurred during the pendency of the contestation or appeal, to the extent FRANCHISEE is able to adequately perform during that period.
- (5) <u>Acts or Omissions.</u> Any other act or omission by FRANCHISEE which materially violates the terms, conditions, or requirements of this Agreement, Citrus Heights Municipal Code, AB 939, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if FRANCHISEE cannot reasonably correct or remedy the breach within the time set forth in such notices, if FRANCHISEE should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- (6) <u>Termination of Service.</u> In the case of a breach related to the above Sections b. (1) through (5), and the breach continues for more than thirty (30) days ("Cure Term") after written notice from the Community Services Director for the correction thereof ("Breach Notice"), the City Council shall have the right to terminate this Agreement. Where such breach cannot be cured within the Cure Term, FRANCHISEE shall not be in default of this Agreement if within ten (10) days of receiving the Breach Notice, FRANCHISEE notifies the Community Services Director that cure of the breach cannot be completed within the Cure Term, and Community

Service Director agrees to extend the Cure Term for a specified amount of time ("Extended Period"). If FRANCHISEE fails to cure the breach within the Extended Period, the City Council shall have the right to terminate this Agreement.

c. <u>Termination</u>. Upon the occurrence of a material breach, the City Council shall have the right to terminate this Agreement. In the event FRANCHISEE fails to cure the material breach specified in a written notice from the Community Services Director, then failure to cure may result in a declaration of termination of this Agreement by CITY.

d. Force Majeure. The performance of this Agreement may be discontinued or temporarily suspended in the event of Force Majeure. FRANCHISEE shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if FRANCHISEE'S performance is prevented or delayed by Force Majeure. which FRANCHISEE could not have reasonably foreseen or anticipated. For purposes of this Section, Force Majeure means acts of God including landslides, lightening, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or government restraint. Notwithstanding anything to the contrary herein, CITY and FRANCHISEE agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of FRANCHISEE and FRANCHISEE may make settlement thereof at such time and on any such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive FRANCHISEE of the benefit of this Section. Should FRANCHISEE believe an event qualifying as force majeure has or will occur, FRANCHISEE shall give CITY written notice thereof, the details of such event, FRANCHISEE's proposed action to address the event, and the period of time which FRANCHISEE believes will cause delay. Depending on the length of the event, CITY shall have the option to seek alternative performance under this Agreement.

e. The Community Services Director shall serve written notice, either personally or by registered or certified mail, postage prepaid of the termination of a Franchise under this Agreement to the last place of business of FRANCHISEE and FRANCHISEE shall cease operation under its Franchise within ten (10) days.

# Section 33. Conditions Upon Termination.

- a. In the event this Agreement is terminated:
  - (1) FRANCHISEE shall have no right or authority to provide Commercial Collection Services in CITY.
  - (2) FRANCHISEE shall, however, remain liable to CITY for any and all franchise fees that would otherwise be payable by FRANCHISEE, for any and all late payment charges and interest assessed pursuant to Section 8 of this Agreement and for any and all delinquent report charges assessed pursuant to Section 18 of this Agreement.

(3) FRANCHISEE shall have a continuing obligation to submit to CITY all reports and forms required by Sections 8 and 18 of this Agreement that relate to Commercial Collection Services performed by FRANCHISEE up to and including the date of termination.

b. In the event this Agreement is terminated, then within the time period specified by the City Council and if directed by the Community Services Director, FRANCHISEE shall remove all of FRANCHISEE'S Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials containers from all of FRANCHISEE'S Collection Service locations within the City and shall properly dispose or process all Commercial Solid Waste, Recyclable Materials and Organic Recy

# Section 34. Notices.

Except as otherwise provided in this Agreement, all notices required by this Agreement shall be given by personal service or by deposit in the United States mail, postage pre-paid and return receipt requested, addressed to the parties as follows:

To CITY: Community Services Director City of Citrus Heights 6360 Fountain Square Drive Citrus Heights, CA 95621

# To FRANCHISEE: NAME, CONTACT INFO

Notice shall be deemed effective on the date personally served or, if mailed, three days after the date deposited in the mail unless otherwise specified in this Agreement.

# Section 35. Relationship of Parties.

The parties intend that FRANCHISEE shall perform the services required by this Agreement as an independent FRANCHISEE and not as an officer or employee of CITY nor as a partner of or joint venturer with CITY. No employee or agent of FRANCHISEE shall be deemed to be an employee or agent of CITY and shall not obtain any rights to retirement benefits, worker's compensation benefits, or any other benefits which accrue to the employees of CITY by virtue of their employment with said agency. Except as expressly provided herein, FRANCHISEE shall have the exclusive control over the manner and means of conducting the Commercial Collection Services performed under this Agreement and all persons performing such services. FRANCHISEE shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents.

FRANCHISEE agrees that this Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, Franchisee, association, organization, or corporation. FRANCHISEE has not directly or indirectly colluded, conspired, connived

# CONTRACT NO. XXX

or agreed with any person, partnership, FRANCHISEE, association, organization, or corporation to secure any advantage against CITY.

#### Section 36. Compliance with Law.

In providing the services required under this Agreement, FRANCHISEE shall at all times, at its sole cost, comply with all applicable laws of the United States, the State of California, CITY and other states, or counties which may have jurisdiction over any service provided in this Agreement and with all applicable regulations promulgated by any federal, state, regional or local administrative and regulatory agency, now in force and as they may be enacted, issued or amended during the term of this Agreement.

#### Section 37. Governing Law.

This Agreement, and all rights, obligations, duties, and liabilities pursuant to it, shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

#### Section 38. Jurisdiction.

The parties agree that any litigation concerning or arising out of this Agreement shall be filed and maintained exclusively in a court of competent jurisdiction in Sacramento County, California, to the fullest extent permitted by law. With respect to venue, the parties agree that this Agreement is made in and will be performed in the CITY. Each party consents to service of process in any manner authorized by California law.

#### Section 39. Assignment.

a. FRANCHISEE acknowledges that this Franchise Agreement involves rendering a vital service to the businesses within CITY, and that CITY has franchised FRANCHISEE to perform the services specified herein based on: (1) FRANCHISEE'S experience, skill and reputation for conducting its Commercial Collection Services in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good Commercial Solid Waste, Recyclable Materials and Organic Recyclable Materials management practices; and (2) FRANCHISEE's financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing FRANCHISEE to perform the services to be rendered by FRANCHISEE under this Agreement.

b. Any Franchise granted is a privilege to be held in trust by the original FRANCHISEE. This Franchise Agreement shall not be transferred, sold, leased, assigned, or relinquished, or delegated to another person, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy laws or otherwise, without the prior approval of the City Council. This restriction includes the transfer of ownership of FRANCHISEE, or a majority of the ownership or control of FRANCHISEE, or the conveyance of a majority of FRANCHISEE's stock to a new controlling interest. This Agreement shall become void upon the abandonment of same by FRANCHISEE. The City Council shall not unreasonably withhold approval of a Franchise assignment,

provided that such assignment does not unreasonably impact competition and the assignee is qualified to perform its obligations as required by this Franchise Agreement and any implementing CITY ordinance.

c. FRANCHISEE shall promptly notify the Community Services Director in writing in advance of any proposed assignment, sale, or transfer. In the event the City Council approves of any assignment, sale, or transfer, said approval shall not relieve FRANCHISEE of any of its obligations or duties under this Agreement unless this Agreement is modified in writing to that effect.

# Section 40. Binding on Successors.

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.

# Section 41. Waiver.

a. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

b. The subsequent acceptance by either party of any monies, which become due hereunder, shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

# Section 42. FRANCHISEE'S Investigation.

FRANCHISEE has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

# Section 43. Entire Agreement.

This Agreement, including any Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein.

# Section 44. Interpretation.

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

# Section 45. Amendment.

This Agreement may not be modified or amended in any respect except by a written agreement duly approved and signed by the parties.

# Section 46. Severability.

If any nonmaterial provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect

# CONTRACT NO. XXX

any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

# [SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above

<b>CITY OF CITRUS HEIGHTS</b> , a municipal corporation	FRANCHISEE
By Christopher W. Boyd, City Manager	By Name:
Date:	Date:
ATTEST:	
Amy Van, City Clerk	
APPROVED AS TO FORM:	
Ruthann G. Ziegler, City Attorney	

2891347.1

# Exhibit 1

# City of Citrus Heights, CA FRANCHISEE DIVERSION PLAN (to be included as part of FRANCHISEE's Application Packet)

# Exhibit 2 City of Citrus Heights, CA ANNUAL PLAN TEMPLATE Due October 1<sup>st</sup> Annually

Please complete the following annual plan, detailing your compliance with requirement Contract X Section 9 and 17.

- (1) Describe the methodology to meeting the City and State's diversion requirements as specified in Section 9 (30% diversion requirement).
- (2) Provide a description of the following related to AB 341 and AB 1826 Covered Generators:
  - a. Proposed methodology for identifying Covered Generators
  - b. Proposed methodology for tracking compliant and noncompliant Covered Generators
  - c. Proposed efforts for increasing subscription levels.
- (3) Complete details for your Company's three education and outreach campaigns: <u>Campaign #1 – Directed to all covered generators of AB 341 AND AB 1826. If efforts for</u> <u>each law are different, please specify.</u>
- a. Please provide the specific education and outreach material to be provided to business covered generators:
- b. Please provide the specific education and outreach material to be provided to multifamily residential property covered generators:
- c. Please attach the signage that will be provided to customers for <u>outdoor</u> solid waste, recyclable material and organic recyclable material carts, bins and roll-off containers. How will these signs be attached to the carts, bins and roll off containers?
- d. Please attach the signage that will be provided to customers for <u>indoor</u> signage for garbage, recyclable material and organic recyclable material carts and bins. Will this be made available to customers online and/or printed? Free or at charge?

# CONTRACT NO. XXX

<u>Campaign #2 – Directed to all non-compliant covered generators of AB 341 AND AB</u> 1826. If efforts for each law are different, please specify.

- a. Please provide the reinforcement mechanism you will use to follow-up with noncompliant businesses:
- b. Please provide the reinforcement mechanism you will use to follow-up with noncompliant multifamily residential properties:

#### Campaign #3 – Company's choice

a. Please provide details about the additional education and outreach campaign that you plan to engage (unrelated to AB 341 and AB 1826):

# Exhibit 3 City of Citrus Heights, CA ANNUAL REPORT

# Due March 1<sup>st</sup> Annually

Please complete the following report, detailing your compliance with requirement Contract X Section 18.

- **1. Report Back on 3 Campaigns (***Please provide a status update of the efforts made during the previous calendar year to implement the campaigns as provided in your annual plan in October*).
  - <u>Campaign #1 Directed to all covered generators of AB 341 AND AB 1826. If</u> <u>efforts for each law were different, please specify.</u>
  - <u>Campaign #2 Directed to all non-compliant covered generators of AB 341 AND</u> <u>AB 1826. If efforts for each law were different, please specify.</u>
  - <u>Campaign #3 Company's choice</u>
- 2. New Outreach Material Developed (Please indicate any outreach material that is new i.e. was created in previous calendar year –updates to existing outreach material to be mentioned in following question).
- **3. Updates to Ongoing Outreach Material** (*Please indicate if/what updates were made to existing outreach material such as your website, annual print material, etc.*).
- **4.** New Programs Developed (Please indicated any programs that were created in the previous calendar year include description, dates performed, and outcomes of each program).
- **5. Ongoing Program Updates** (*Please indicate any ongoing project updates include a description, dates performed, and outcomes of each program*).
- **6.** Events that were Provided Services (*Please indicate any events within the City that you provided disposal or diversion services to additionally, indicate any events that had*

Page 38 of 39

### CONTRACT NO. XXX

over 2,000 event attendees + staff, AND admission price was charged – Include if/how waste was diverted at the event).

- 7. Provide an update on end-markets for Recyclable Materials and any identified fluctuations from the previous calendar year.
- 8. Provide the methodology used to identify Covered Generators under AB 341 and AB 1826.
- Include (as an attachment) a list of Customers who are Covered Generators under AB 341 and AB 1826 as of December 31<sup>st</sup> of the previous calendar year.

Company:	Name (printed):	
Signature:		Date:

**Reminder:** The City will send a follow-up reminder in September notifying of the annual plan requirements for the following year. Additionally, if any information in the Application Packet for the Non-Exclusive Commercial Garbage, Recyclable Material, and Organic Waste Franchise changes, FRANCHISEE will be required to update the Application Packet and resubmit to the City by October 1<sup>st</sup>.



### **CITY OF CITRUS HEIGHTS**

### CITY COUNCIL STAFF REPORT MEMORANDUM

SUBJECT:	Amendment to Agreement with Sacramento Regional Transit for Provision of Transit Services in Citrus Heights
FROM:	Rhonda Sherman, Community Services Director Mary Poole, Operations Manager
TO:	Mayor and City Council Members Christopher W. Boyd, City Manager
DATE:	December 14, 2017

### Summary and Recommendation

Since 2001, the City and Sacramento Regional Transit District (SACRT) have had an agreement in place for the provision of transit services in Citrus Heights. The most recent agreement was initiated in 2015, and will terminate on December 31, 2017, unless the option to extend the agreement is exercised.

Staff recommends the City Council approve the attached resolution approving the amendment and authorizing the City Manager to execute the amendment.

#### Fiscal Impact

The agreement allows the City to provide SACRT with the full allocation of Transit Development Act (TDA) funds and State Transit Assistance (STA) funds less a portion of the TDA funds to cover the City's administrative and staffing costs associated with the City's transit program.

### **Background and Analysis**

Since 2001, SACRT and the City have had a service agreement for the provision of transit services. In December 2007, the City approved an agreement with SACRT for bus service operations, associated capital projects and maintenance activities. The agreement also allowed for the provision of customer service activities. In return for the services, Citrus Heights agreed to provide to SACRT an amount equal to the City's allocation of TDA funding minus an administrative fee.

The Transit Service agreement was reconstituted in 2015 with a termination date of December 31, 2017, to allow the City and SACRT to complete more in depth studies and develop a long term service plan and contract model. The agreement included the option to extend the term by amendment. The proposed amendment extends the term through

Subject: Transit Services Agreement Amendment Date: December 14, 2017 Page 2 of 2

December 31, 2019. The original agreement allows for termination by either party for convenience with an advance notice of 18 months (Article 15 in the agreement, attached).

The current agreement includes performance reporting, outreach and marketing, staff collaboration and City participation in service decisions. In addition, the agreement maintains the administrative fund allocation to the City, the cost-sharing structure for capital projects as well as a cost sharing plan for infrastructure maintenance. A separate agreement is being developed to provide for improved shelter cleaning and general bus stop maintenance.

Staff believes it is in the City's best interest to approve the amendment to the agreement with SACRT and to continue work on a formal comprehensive transit plan which will help guide the City in its long-term transit planning efforts.

#### **Conclusion**

Staff recommends the City Council approve the attached resolution approving the amendment and authorizing the City Manager to execute the amendment.

#### Attachments: (1) Resolution Approving Amendment No. 1 to the Transit Services Agreement with Sacramento Regional Transit District (2) Amendment (3) 2015 Agreement

### RESOLUTION NO. 2017-

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE TRANSIT SERVICES AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT DISTRICT

**WHEREAS**, the City entered into an agreement with Sacramento Regional Transit District (SACRT) effective July 1, 2007; and

WHEREAS, the Agreement was amended multiple times through December 31, 2014; and

**WHEREAS,** a new agreement was executed in January 2015 with a term through December 31, 2017 with options to extend the termination date; and

WHEREAS, the City is in the process of completing a comprehensive transit plan; and

**WHEREAS**, SACRT is in the process of conducting a comprehensive route optimization study; and

**WHEREAS**, these comprehensive planning tools will provide guidance to the City and SACRT for long term planning efforts relative to City transit services structure and operations for the future.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the City Council of the City of Citrus Heights hereby approves Amendment No. 1 to the Transit Services Agreement with Sacramento Regional Transit District and authorizes the City Manager to execute the Amendment.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14<sup>th</sup> day of December, 2017 by the following vote, to wit:

AYES:	<b>Council Members:</b>
NOES:	<b>Council Members:</b>
<b>ABSTAIN:</b>	<b>Council Members:</b>
<b>ABSENT:</b>	<b>Council Members:</b>

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

#### FIRST AMENDMENT TO AGREEMENT WITH CITY OF CITRUS HEIGHTS FOR BUS SERVICE

**THIS FIRST AMENDMENT** to the Agreement with City of Citrus Heights for Bus Service (the "Principal Agreement") made and entered into on March 2, 2015, between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation,( therein referred to as "RT"), and **CITY OF CITRUS HEIGHTS**, a municipal corporation (thereinafter referred to as "CITY") is entered into, on \_\_\_\_\_\_.

#### RECITALS

WHEREAS, CITY and RT entered into the Principal Agreement to provide bus service; and

WHEREAS, the Principal Agreement expires on December 31, 2017; and

**WHEREAS**, the parties desire to extend the term, and ensure that any new funding available for transit uses from the enactment of S.B. 1 and subsequent clean-up bills is allocated under the Principal Agreement in an equitable manner; and

**WHEREAS**, the parties desire for new transit funding apportioned to CITY from SB-1 and subsequent cleanup bills to benefit CITY via an equitable distribution of future transit service provided by RT, to be determined by ongoing transit studies being conducted by both CITY and RT.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and RT hereby amend the Principal Agreement as follows:

**SECTION 1: TERM.** Article 1 of the Principal Agreement, entitled "Term," is hereby revised in its entirety as follows:

"The term of this Agreement is five years, beginning January 1, 2015 and ending December 31, 2019. The Agreement can be extended for an additional one-year period upon agreement by both parties, unless sooner terminated or cancelled in the matter set forth in Articles 15 or 16."

**SECTION 2:** COST OF SERVICE. Article 11 of the Principal Agreement, entitled "Cost For Service," is hereby amended to read in its entirety as follows:

#### 11. COST FOR SERVICE.

"A. For each year of this Agreement, the annual charge to CITY for Bus Service (Charge for Service) will be determined using the following formula: (1) the amount of CITY's apportionment of Local Transportation Fund (LTF) and State Transit Assistance (STA) funds under the Mills-Alquist-Deddeh Act (Division 10, Part 11, Chapter 4 of the Public Utilities Code beginning with Section 99200, the "TDA") ("CITY TDA Apportionment") for that Fiscal Year, including all funds made available through changes to the TDA in the 2017 Legislative Session (S.B. 1, A.B. 115, A.B. 1113, etc.), minus(2) Transit State of Good Repair funds (SOGR), and (3) CITY's allowable Administrative Fee for that year. The cost for service for Fiscal Year 2018 is set out in Exhibit D.

In April of each year, RT will calculate the Charge for Service for the following Fiscal Year and send CITY a Revised Exhibit D. Approximately 11 months later, in March of the following fiscal year, RT will update the Charge for Service to reflect the final CITY TDA apportionment. If the updated Charge for Service for Fiscal Year 2018 increases or decreases by more than 15 percent from the amount stated in Exhibit D, or if the Charge for Service in any subsequent year increases or decreases by more than 15 percent from the prior year, the parties agree to negotiate in good faith to modify this section. In addition, if any other funding becomes available for the operation or maintenance of transit services, the parties agree to negotiate in good faith to modify this Agreement to ensure that such funds are allocated in an equitable manner.

First Amendment for Bus Service

- "B. With respect to the SOGR funds, the parties will meet and confer to determine proposed projects for those funds that will benefit CITY and RT (including but not limited to street improvement projects under Article 13) and which party will be the lead in carrying out the project(s). RT will assist CITY, as needed, in submitting applications for SOGR funding. If the parties agree to use the SOGR funds for Article 13 projects, the SOGR funds will be applied toward the project cost before the cost sharing amounts are determined.
- "C. The baseline amount for the CITY Administrative Fee shall be \$245,547. For each subsequent year, CITY shall be entitled to claim, as an Administrative Fee, its Administrative Fee for the prior fiscal year, adjusted in accordance with methodology set forth in Exhibit D.
- "D. CITY may request additional service beyond that detailed in Exhibit A and RT may agree to provide such service in its sole discretion.

**SECTION 3:** CAPITAL PROJECTS, IMPROVEMENTS, AND COST SHARING. Article 13 of the Principal Agreement, entitled "Capital Projects, Improvement, and Cost Sharing," is hereby amended to read in its entirety, as follows:

#### **"13. CAPITAL PROJECTS, IMPROVEMENTS, AND COST SHARING**

- "A. Reserved.
- "B. Reserved.
- "C. To facilitate pedestrian access to RT bus stops, CITY will endeavor to design its street improvements at existing or proposed RT bus stops to place the sidewalk immediately adjacently to the curb. Facility/amenity design will comply with the Americans with Disabilities Act. Additionally, CITY and RT will review and approve design elements of bus stops within CITY.
- "D. The cost sharing for projects beyond routine maintenance will be determined on a project-by-project basis. Cost sharing arrangements for such projects that bind either party to payment or reimbursement must be authorized in writing by the appropriate agent for the relevant party, as identified in Section 19, or his/her designee.
- "E. The cost sharing of the projects beyond routine maintenance will be determined by an engineer's estimate performed, by agreement, by either CITY or RT engineering staff. The estimate will include the cost of labor and materials as well as a detailed scope and schedule for the project. CITY and RT must agree on the cost sharing at least 30 days prior to start of construction.
- "F. Actual costs shall be amounts incurred for construction, without any additional City or RT management fees or mark-ups, but in no event shall exceed 110% of the engineer's estimate of costs.
- "G. If there is a dispute of an item on an invoice for a reasonable cause, CITY/RT may deduct that disputed item from the payment, but may not delay payment for the undisputed portions. The amount and reasons for such deductions must be documented to CITY/RT within ten (10) days from the date of receipt of the invoice. The parties must meet no later than ten (10) days after CITY/RT's receipt of CITY/RT's notice regarding the reasons for any deductions in an attempt to resolve any disputes.
- "H. Unless otherwise specifically provided herein, the CITY/RT must make any payment to the appropriate party to this Agreement not later than thirty (30) calendar days after receipt of an invoice for such payment.
- "I. The cost for the routine upgrades of the system will be shared as detailed below:
  - i. Bus Stop poles will be installed by the CITY. RT to reimburse the CITY 50% of the cost.
  - ii. Braille Signs and bus stops signs installed, maintained and replaced by RT. RT to assume 100% of the cost.
  - iii. No Parking Zones at bus stops installed by CITY. RT to reimburse the CITY 100% of the cost.
  - iv. Curb, gutter, passenger waiting and sidewalk repairs made by CITY. RT to reimburse the CITY 50% of the cost.
  - v. Concrete pads installed and maintained by CITY. RT to reimburse the CITY 50% of the cost.
  - vi. Curb cuts installed and maintained by CITY. CITY to assume 100% of the cost."

**SECTION 4: AMENDMENTS TO EXHIBITS.** Exhibits A, B, C, and D, are replaced with the attached Exhibits A1, B1, C1, and D1, which are incorporated by this reference.

**SECTION 5: EFFECTIVE DATE.** The effective date of this Amendment shall be January 1, 2018.

**SECTION 6: SEVERABILITY.** If any term of this Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions continue in full force and effect.

**SECTION 7: RATIFICATION.** Except as otherwise expressly set forth herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, CITY and RT have duly executed this Amendment as of the date first set forth above.

#### **CITY OF CITRUS HEIGHTS**

#### SACRAMENTO REGIONAL TRANSIT DISTRICT

By: \_\_\_\_\_\_ Christopher W. Boyd, City Manager By: \_\_\_\_\_ Andrew J. Morin, Chair

By: \_\_

Henry Li, General Manager/CEO

Approved as to Content:

Attest:

Bv:

By: \_\_\_\_\_\_ Amy Van, City Clerk

Laura Ham VP, Planning and Accountability

Approved as to Form:

By: \_

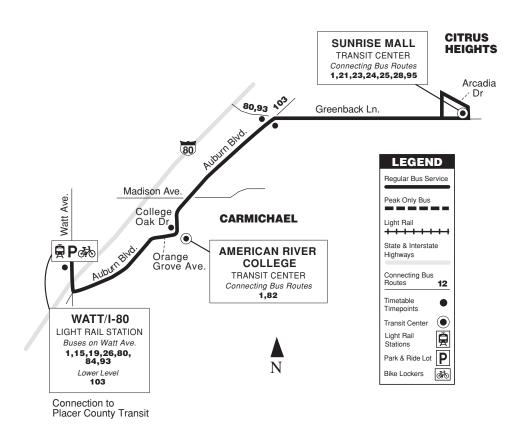
Ruthann G. Ziegler, City Attorney

I:\LG\CONTRACTS\2015to2019\K17Q4\CitrusHeightsBusService1KA.docx 2885992.1

First Amendment for Bus Service

**A** 

## 1 Greenback



### 1 Greenback



1 Sunrise	- ARC - W		
	Monday thro	ough Friday	
Sunrise Mall	Auburn	A.R.C.	Watt/I-80
Main Term	&	Orange	
	Greenback	Grove &	
		College Oak	
		oonogo ouk	夏
			APP
LV	LV	LV	AR
4:59a	5:09	5:19	5:28
5:14a	5:24	5:34	5:43
5:29a	5:39	5:49	5:58
5:44a	5:54	6:04	6:13
5:59a	6:09	6:19	6:28
<u>6:14a</u> 6:29a	<u>6:24</u> 6:39	<u>6:34</u> 6:49	<u>6:43</u> 6:58
6:44a	6:54	7:04	7:13
6:59a	7:09	7:19	7:28
7:14a	7:24	7:34	7:43
7:29a	7:39	7:49	7:58
<u>7:44a</u> 7:59a	7:54 8:09	<u>8:04</u> 8:19	8:13 8:28
8:14a	8:24	8:34	8:43
8:27a	8:38	8:49	8:58
8:42a	8:53	9:04	9:13
8:57a	9:08	9:19	9:28
<u>9:12a</u> 9:27a	<u>9:23</u> 9:38	<u>9:34</u> 9:49	9:43 9:58
9:42a	9:53	10:04	9.56 10:13
9:57a	10:08	10:19	10:28
10:12a	10:23	10:34	10:43
10:27a	10:38	10:49	10:58
10:42a	10:53	11:04	11:13
10:57a 11:11a	11:08 11:22	11:19 11:34	11:28 11:43
11:26a	11:37	11:49	11:58
11:41a	11:52	12:04	12:13
11:56a	12:07	12:19	12:28
12:11p	12:22	12:34	12:43
12:26p 12:41p	12:37 12:52	12:49 1:04	12:58 1:13
12:56p	1:07	1:19	1:28
1:11p	1:22	1:34	1:43
1:26p	1:37	1:49	1:58
1:41p	1:52	2:04	2:13
1:56p	2:07 2:22	2:19 2:34	2:28 2:43
2:11p 2:24p	2:22	2:34	2:43
2:39p	2:52	3:04	3:13
2:54p	3:07	3:19	3:28
<u>3:09p</u>	3:22	3:34	3:43
3:25p 3:40p	3:38 3:53	3:49 4:04	3:58 4:13
3:55p	4:08	4:19	4:28
4:10p	4:23	4:34	4:43
4:25p	4:38	4:49	4:58
4:40p	4:53	5:04	5:13
4:55p 5:10p	5:08 5:23	5:19 5:34	5:28 5:43
5:29p	5:23	5:49	5:58
5:44p	5:54	6:04	6:13
5:59p	6:09	6:19	6:28
6:14p	6:24	6:34	6:43
6:44p	6:54	7:04	7:13
7:14p 7:44p	7:24 7:54	7:34 8:04	7:43 8:13
8:14p	8:24	8:34	8:43
8:44p	8:54	9:04	9:13
9:14p	9:24	9:34	9:43
9:44p	9:54	10:04	10:13

vvall/I-u	80 - ARC - S		
	Monday thro	ough Friday	
Watt/I-80	A.R.C.	Greenback	Sunrise
	College	&	Mall
	Oak	Auburn	Main Term
	&		
	Orange Grove		
( Č			APP
LV	LV	LV	AFF
	v		
5:34a	5:44	5:54	6:06
5:49a	5:59	6:09	6:22
6:04a	6:14	6:24	6:37
6:19a	6:29	6:39	6:52
6:34a	6:44	6:54	7:07
<u>6:49a</u> 7:04a	<u>6:59</u> 7:14	7:09 7:24	7:22 7:37
7:19a	7:29	7:39	7:52
7:34a	7:44	7:54	8:07
7:49a	7:59	8:09	8:22
8:04a	8:14	8:24	8:37
8:19a	8:29	8:39	8:52
8:34a	8:44	8:54	9:07
8:49a	8:59	9:09	9:22
<u>9:04a</u> 9:19a	<u>9:15</u> 9:30	<u>9:26</u> 9:41	<u>9:40</u> 9:55
9:34a	9:45	9:56	10:10
9:49a	10:00	10:11	10:25
10:04a	10:15	10:26	10:40
10:19a	10:30	10:41	10:55
10:34a	10:45	10:56	11:10
10:49a	11:00	11:11	11:25
11:04a	11:15	11:26	11:40
<u>11:19a</u> 11:34a	<u>11:30</u> 11:45	<u>11:41</u> 11:56	<u>11:55</u> 12:10
11:49a	12:00	12:11	12:10
12:04p	12:15	12:26	12:41
12:19p	12:30	12:41	12:56
12:34p	12:45	12:56	1:11
12:49p	1:00	1:11	1:26
1:04p	1:15	1:26	1:41
1:19p 1:34p	1:30 1:45	1:41 1:56	1:56 2:11
1:49p	2:00	2:11	2:26
2:04p	2:15	2:26	2:41
2:19p	2:30	2:41	2:56
2:34p	2:45	2:56	3:11
2:49p	3:00	3:11	3:26
<u>3:04p</u>	3:15	3:26	3:42
3:19p	3:30	3:41	3:57
3:34p 3:49p	3:45 4:00	3:56 4:11	4:12 4:27
4:04p	4:15	4:26	4:42
4:19p	4:30	4:41	4:57
4:34p	4:45	4:56	5:12
4:49p	5:00	5:11	5:27
5:04p	5:15	5:26	5:42
5:19p	5:29	5:39	5:53
5:34p	5:44	5:54	6:08
5:49p	5:59	6:09	6:23
6:04p 6:19p	<u>6:14</u> 6:29	6:24	<u>6:38</u> 6:53
6:34p	6:44	6:39 6:54	7:08
6:49p	6:59	7:09	7:22
7:19p	7:29	7:39	7:52
7:49p	7:59	8:09	8:22
8:19p	8:29	8:39	8:52
8:49p	8:59	9:09	9:22
9:19p	9:29	9:39	9:52
9:49p	9:59	10:09	10:22

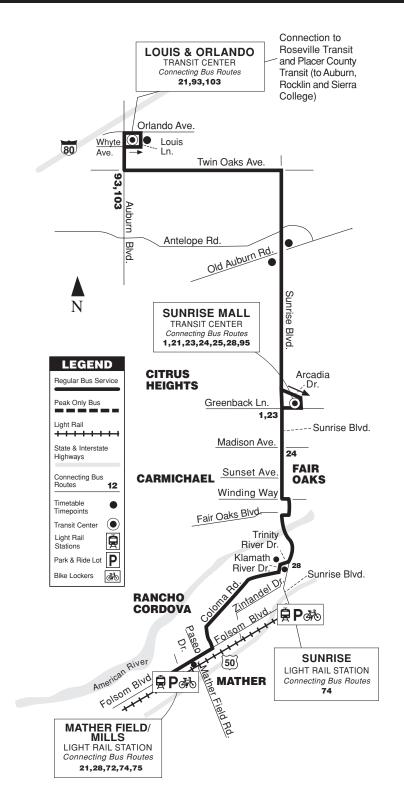
## 1 Greenback



1 Sunrise	- ARC - W	att/I-80	]
1 Outifier	Satur		
Sunrise Mall	Auburn	A.R.C.	Watt/I-80
Main Term	&	Orange	vvall/1-00
	Greenback	Grove	
		& Callana Oali	_
		College Oak	<u> </u>
			APP
LV	LV	LV	AR
5:41a	5:52	6:02	6:11
6:11a	6:22	6:32	6:41
6:41a	6:52	7:02	7:11
7:11a	7:22 7:52	7:32 8:02	7:41
7:41a 8:11a	8:22	8:02	8:11 8:41
8:40a	8:51	9:01	9:10
9:10a	9:21	9:31	9:41
<u>9:40a</u> 10:10a	9:51 10:21	<u>10:01</u> 10:31	<u>10:11</u> 10:41
10:40a	10:51	11:01	11:11
11:10a	11:21	11:31	11:41
11:40a	11:51 12:21	12:01 12:31	12:11 12:41
12:10p 12:40p	12:21	1:01	12:41
1:10p	1:21	1:31	1:41
1:40p	1:51	2:01	2:11
2:10p 2:41p	<u>2:21</u> 2:52	2:31 3:02	2:41 3:11
3:11p	3:22	3:32	3:41
3:41p	3:52	4:02	4:11
4:11p	4:22 4:52	4:32 5:02	4:41 5:11
4:41p 5:11p	5:22	5:32	5:41
5:41p	5:52	6:02	6:11
6:11p	6:22	6:32	6:41
<u>6:41p</u> 7:11p	6:52 7:22	7:02	7:11 7:41
7:41p	7:52	8:02	8:11
8:11p	8:22	8:32	8:41
8:41p 9:41p	8:52 9:52	9:02 10:02	9:11 10:11
9.41p	Sunday &		10.11
5:45a	5:54	6:03	6:11
6:15a 6:45a	6:24 6:54	6:33 7:03	6:41 7:11
7:15a	7:24	7:33	7:41
7:45a	7:54	8:03	8:11
<u>8:15a</u> 8:45a	<u>8:24</u> 8:54	<u>8:33</u> 9:03	<u>8:41</u> 9:11
9:15a	8.54 9:24	9:33	9:41
9:45a	9:54	10:03	10:11
10:15a	10:24 10:52	10:33	10:41
10:41a 11:11a	10:52	11:02 11:32	11:11 11:41
11:41a	11:52	12:02	12:11
12:11p	12:22	12:32	12:41
12:41p 1:11p	12:52 1:22	1:02 1:32	<u>1:11</u> 1:41
1:41p	1:52	2:02	2:11
2:11p	2:22	2:32	2:41
2:41p	2:52	3:02	3:11
3:11p 3:41p	3:22 3:52	3:32 4:02	3:41 4:11
4:11p	4:22	4:32	4:41
4:41p	4:52	5:02	5:11
5:11p 5:41p	5:22 5:52	5:32 6:02	5:41 6:11
6:15p	6:24	6:33	6:41
6:45p	6:54	7:03	7:11
7:15p	7:24	7:33	7:41
7:45p 8:15p	7:54 8:24	8:03 8:33	8:11 8:41
8:45p	8:54	9:03	9:11
		-	

1 Watt/I-8	0 - ARC - 9		
	Satur		
Watt/I-80	A.R.C.	Greenback	Sunrise Mall
	College Oak	& Auburn	Main Term
	&	Aubum	Main renn
	Orange Grove		
<u> </u>			
			APP
LV	LV	LV	AR
5:06a	5:14	5:23	5:33
5:36a	5:44	5:53	6:03
6:06a	<u>6:14</u> 6:44	6:23	6:33
6:36a 7:06a	7:14	6:53 7:23	7:03 7:33
7:36a	7:44	7:53	8:03
8:06a	8:14	8:23	8:33
8:36a	8:44	8:53	9:03
<u>9:06a</u> 9:36a	<u>9:14</u> 9:46	<u>9:23</u> 9:56	<u>9:33</u> 10:10
10:06a	10:16	10:26	10:40
10:36a	10:46	10:56	11:10
11:06a	11:16	11:26	11:40
11:36a 12:06p	11:46 12:16	11:56 12:26	12:10 12:40
12:36p	12:46	12:56	1:10
1:06p	1:16	1:26	1:40
1:36p	1:46	1:56	2:10
2:06p 2:36p	2:16 2:46	2:26	2:40 3:10
2:36p 3:06p	2:46 3:16	2:56 3:26	3:40
3:36p	3:46	3:56	4:10
4:06p	4:16	4:26	4:40
4:36p	4:46	4:56	5:10
5:06p 5:36p	5:16 5:44	5:26 5:53	5:40 6:03
6:06p	6:14	6:23	6:33
6:36p	6:44	6:53	7:03
7:06p	7:14	7:23	7:33
7:36p 8:06p	<u>7:44</u> 8:14	<u>7:53</u> 8:23	<u>8:03</u> 8:33
8:36p	8:44	8:53	9:03
9:06p	9:14	9:23	9:33
10:06p	10:14	10:23	10:33
	Sunday 8	Holidays	
5:06a	5:14	5:23	5:33
5:36a	5:44	5:53	6:03
6:06a	6:14	6:23	6:33
6:36a 7:06a	6:44 7:14	6:53 7:23	7:03 7:33
7:36a	7:44	7:53	8:03
8:06a	8:14	8:23	8:33
8:36a	8:44	8:53	9:03
<u>9:06a</u> 9:36a	<u>9:14</u> 9:46	<u>9:23</u> 9:56	<u>9:33</u> 10:10
10:06a	10:16	10:26	10:40
10:36a	10:46	10:56	11:10
11:06a	11:16	11:26	11:40
11:36a 12:06p	11:46 12:16	11:56 12:26	12:10 12:40
12:36p	12:46	12:56	1:10
1:06p	1:16	1:26	1:40
1:36p	1:46	1:56	2:10
2:06p 2:36p	2:16 2:46	2:26 2:56	2:40 3:10
2:36p 3:06p	3:16	3:26	3:40
3:36p	3:46	3:56	4:10
4:06p	4:16	4:26	4:40
4:36p	4:46	4:56	5:10
5:06p 5:36p	5:14 5:44	5:23 5:53	5:33 6:03
6:06p	6:14	6:23	6:33
6:36p	6:44	6:53	7:03
7:06p	7:14	7:23	7:33
7:36p	<u>7:44</u> 8:14	7:53	8:03
8:06p 8:36p	8:14 8:44	8:23 8:53	8:33 9:03
0.000	0.11	0.00	0.00

### 21 Sunrise - Citrus Heights



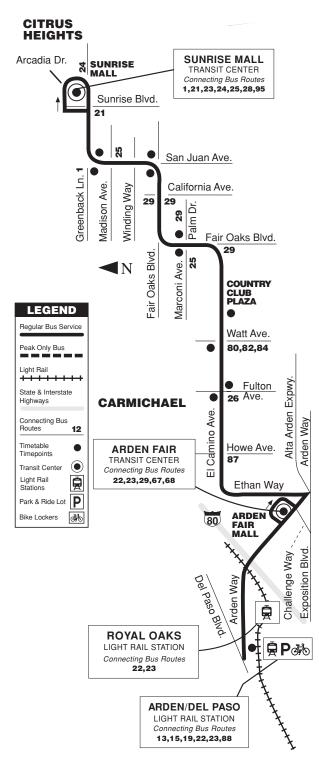
### 21 Sunrise - Citrus Heights 🗐 🗷

21 Ma	ther/Mills	to Loui	s/Orland	0
		ay through F		
Mather Fiel		Sunrise	Sunrise	Louis
Mills	River	Mall	&	& Orderende
	& Coloma	Main Term	Old Auburn	Orlando
<u> </u>	Ooloma	1 CIIII		100
LV	LV	LV	LV	APP AR
Lv	L v	Lv		
5:22a	5:32	5:48		0.07
5:52a 6:22a	6:05 6:35	6:21 6:51	6:28 6:58	6:37 7:07
6:52a	7:05	7:21	7:28	7:37
7:22a	7:35	7:51	7:58	8:07
7:52a 8:22a	<u>8:05</u> 8:35	<u>8:21</u> 8:51	8:28 8:58	<u>8:37</u> 9:07
8:52a	9:05	9:21	9:28	9:37
9:22a	9:35	9:51	9:58	10:07
9:52a	10:05	10:22	10:29	10:38
10:22a 10:52a	10:35 11:05	10:52 11:22	10:59 11:29	11:08 11:38
11:22a	11:35	11:52	11:59	12:08
11:52a	12:05	12:22	12:29	12:38
12:22p 12:52p	<u>12:35</u> 1:05	12:52 1:22	<u>12:59</u> 1:29	1:08 1:38
1:22p	1:35	1:52	1:59	2:08
1:52p	2:05	2:22	2:29	2:38
2:22p	2:35	2:52	2:59	3:08
2:52p 3:22p	3:05 3:35	3:22 3:52	3:29 3:59	3:38 4:08
3:52p	4:07	4:25	4:32	4:41
4:22p	4:37	4:55	5:02	5:11
4:52p 5:22p	<u>5:07</u> 5:37	<u>5:25</u> 5:55	<u>5:32</u> 6:02	<u>5:41</u> 6:11
5:52p	6:07	6:25	6:32	6:41
6:22p	6:37	6:55	7:02	7:11
6:52p 7:32p	7:06 7:46	7:22 8:02	7:29 8:09	7:38 8:18
8:02p	8:16	8:32	8:39	8:48
8:32p	8:46	9:02	9:09	9:18
9:02p	9:16 9:46	9:32	9:39	9:48
9:32p 10:02p	10:16	10:02		
		Saturday		
7:03a	7:18	7:36		
8:03a	8:18	8:36		
9:03a	9:18	9:36		
10:03a	10:18	10:36	10:45	10:52
10:33a 11:03a	10:48 11:18	11:06 11:36	11:45	11:52
11:33a	11:48	12:06	11.45	11.52
12:03p	12:18	12:36	12:45	12:52
12:33p	12:48	1:06	1.45	1.50
1:03p 1:33p	1:18 1:48	1:36 2:06	1:45	1:52
2:03p	2:18	2:36	2:45	2:52
2:33p	2:48	3:06	0.45	2.50
3:03p 3:33p	3:18 3:48	3:36 4:06	3:45	3:52
4:03p	4:18	4:36	4:45	4:52
4:33p	4:48	5:06	E.45	5.50
5:03p 6:03p	<u>5:18</u> 6:18	<u>5:36</u> 6:36	<u>5:45</u> 6:45	<u>5:52</u> 6:52
7:03p	7:18	7:36	0.40	0.02
8:03p	8:18	8:36		
9:03p	9:18	9:36		
	Su	nday & Holid	lays	
7:03a	7:18	7:36		
8:03a	8:18	8:36 9:36		
<u>9:03a</u> 10:03a	<u>9:18</u> 10:18	10:36	10:43	10:52
11:03a	11:18	11:36	11:43	11:52
12:03p	12:18	12:36	12:43	12:52
1:03p 2:03p	1:18 2:18	1:36 2:36	1:43 2:43	1:52 2:52
2:03p 3:03p	3:18	3:36	3:43	3:52
4:03p	4:18	4:36	4:43	4:52
5:03p 6:03p	5:18 6:18	5:36 6:36	5:43 6:43	5:52 6:52
	7:18	7:36	0.40	0.32
7:03p				
7:03p 8:03p 9:03p	8:18 9:18	8:36 9:36		

	s/Orland	o to Mai y through Fr		IS
Louis	Sunrise	Sunrise	Coloma	Mather Field
& Orlando	Old Auburn	Mall	- &	Mills
Unando	Old Auburn	Main Term	Trinity River	E
		Tohin	111701	
LV	1.17	1.17	1.17	APP
LV	LV	LV	LV	AR
		4:41a	4:58	5:11
		5:11a	5:28	5:41
		<u>5:41a</u> 6:10a	<u>5:58</u> 6:27	<u>6:11</u> 6:41
6:24a	6:33	6:40	6:57	7:11
<u>6:54a</u>	7:03	7:10	7:27	7:41
7:24a 7:54a	7:33 8:03	7:40 8:10	7:57 8:27	8:11 8:41
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8:28p 8:58p	<u>8:37</u> 9:07	<u>8:44</u> 9:14	<u>9:01</u> 9:31	<u>9:15</u> 9:45
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		10:12a	10:30	10:46
10:55a	11:04	<u>11:12</u> 11:42a	<u>11:30</u> 12:00	11:46
		1.428		12:16
	12.04			12.46
11:55a	12:04	12:12 12:42p	12:30 1:00	12:46 1:16
	12:04 1:04	12:12 12:42p 1:12	12:30 1:00 1:30	<u>1:16</u> 1:46
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## 23 El Camino





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			Mon	iday thro	ugh Frid	lay		
	Sunrise	San	Fair	Fair	El	El	Arden	Arden
	Mall	Juan	Oaks	Oaks	Camino	Camino	Fair	Del Pas
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	Term	-back	Juan	Marconi	wall	Fullon	& Chal-	
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	LV	LV	LV	LV	LV	LV	LV	AR
	5:07a	5:13	 5:21	5:31	5:43	 5:47	5:57	6:06
	5:47a	5:53	6:01	6:11	6:23	6:27	6:37	6:46
	6:10a	6:16	6:24	6:34	6:46	6:50	7:00	7:09
	6:37a	6:43	6:51	7:01	7:13	7:17	7:27	7:36
	7:02a	7:09	7:18	7:30	7:42	7:47	7:57	8:06
	7:32a 8:02a	7:39 8:09	7:48 8:18	8:00 8:30	8:12 8:42	8:17 8:47	8:27 8:57	8:36 9:06
	8:31a	8:38	8:47	8:59	9:11	9:16	9:26	9:35
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	9:34a	9:41	9:49	10:01	10:13	10:17	10:27	10:36
	10:19a	10:26	10:34	10:46	10:58	11:02	11:12	11:21
	<u>10:34a</u> 11:19a	<u>10:41</u> 11:26	<u>10:49</u> 11:34	<u>11:01</u> 11:46	<u>11:13</u> 11:58	<u>11:17</u> 12:02	<u>11:27</u> 12:12	<u>11:36</u> 12:21
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	12:19p	12:26	12:34	12:46	12:58	1:02	1:12	1:21
	12:34p	12:41	12:49	1:01	1:13	1:17	1:27	1:36
	1:19p	1:26	1:34	1:46	1:58	2:02	2:12	2:21
	1:49p	1:56	2:05	2:17	2:29	2:34	2:46 3:11	2:56 3:21
	2:14p	2:21	2:30	2.42	2:54 3:04p	2:59 3:09	3:21	3:21
	2:44p	2:51	3:00	3:12	3:24	3:29	3:41	3:51
	3:14p	3:21	3:30	3:42	3:54	3:59	4:11	4:21
	3:44 p	3:51	4:00	4:12	4:24	4:29	4:41	4:51
	4:17p	4:24	4:33	4:45	4:56	5:01	5:11	5:21
	4:47p 5:02p	4:54 5:09	5:03 5:18	5:15 5:30	5:26 5:41	5:31 5:46	5:41 5:56	5:51 6:06
	5:32p	5:39	5:48	6:00	6:11	6:16	6:26	6:36
	6:22p	6:29	6:38	6:48	6:59	7:03	7:12	7:21
	7:22p	7:28	7:36	7:46	7:56	8:00	8:09	8:17
	8:41p	8:47	8:55	9:05	9:15	9:19	9:28	9:36
	9:41p	9:47	9:55	10:05	10:15	10:19	10:28	10:36
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	6:27a	6:33	6:41	6:51	7:03	7:07	7:17	7:26
	7:03a	7:10	7:19	7:31	7:43	7:47	7:57	8:07
	7:28a	7:35	7:44	7:56	8:08	8:12	8:22	8:32
	7:58a 8:28a	8:05 8:35	8:14 8:44	8:26 8:56	8:38 9:08	8:42 9:12	8:52 9:22	9:02 9:32
	8:58a	9:05	9:14	9:26	9:38	9:42	9:52	10:02
	9:33a	9:40	9:49	10:01	10:13	10:17	10:27	10:37
	10:03a	10:10	10:19	10:31	10:43	10:47	10:57	11:07
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	11:03a	11:10 11:40	11.40	12.01	12.13	12.17		
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	11:03a	11:40		12:01 12:31 1:01				
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	11:03a 11:33a 12:03p 12:33p 1:03p 1:33p	11:40 12:10 12:40 1:10 1:40	12:19 12:49 1:19 1:49	12:31 1:01 1:31 2:01	12:43 1:13 1:43 2:13	12:47 1:17 1:47 2:17	12:57 1:27 1:57 2:27	1:07 1:37 2:07 2:37
	11:03a 11:33a 12:03p 12:33p 1:03p 1:33p 2:03p	11:40 12:10 12:40 1:10 1:40 2:10	12:19 12:49 1:19 1:49 2:19	12:31 1:01 1:31 2:01 2:31	12:43 1:13 1:43 2:13 2:43	12:47 1:17 1:47 2:17 2:47	12:57 1:27 1:57 2:27 2:57	1:07 1:37 2:07 2:37 3:07
	11:03a 11:33a 12:03p 12:33p 1:03p 1:33p 2:03p 2:33p	11:40 12:10 12:40 1:10 1:40 2:10 2:40	12:19 12:49 1:19 1:49	12:31 1:01 1:31 2:01	12:43 1:13 1:43 2:13	12:47 1:17 1:47 2:17	12:57 1:27 1:57 2:27	1:07 1:37 2:07 2:37
	11:03a 11:33a 12:03p 12:33p 1:03p 1:33p 2:03p 2:33p 3:03p 3:33p	11:40 12:10 12:40 1:10 1:40 2:10 2:40 3:10 3:40	12:19 12:49 1:19 1:49 2:19 2:49 2:49 3:19 3:49	12:31 1:01 1:31 2:01 2:31 3:01 3:31 4:01	12:43 1:13 1:43 2:13 2:43 3:13 3:43 4:13	12:47 1:17 1:47 2:17 2:47 3:17 3:47 4:17	12:57 1:27 1:57 2:27 2:57 3:27 3:57 4:27	1:07 1:37 2:07 2:37 3:07 3:37 4:07 4:37
	11:03a 11:33a 12:03p 12:33p 1:03p 1:33p 2:03p 2:33p 3:03p 3:03p 4:03p	11:40 12:10 12:40 1:10 1:40 2:10 2:40 3:10 3:40 4:10	12:19 12:49 1:19 1:49 2:19 2:49 3:19 3:49 4:19	12:31 1:01 1:31 2:01 2:31 3:01 3:31 4:01 4:31	12:43 1:13 1:43 2:13 2:43 3:13 3:43 4:13 4:13 4:43	12:47 1:17 1:47 2:17 2:47 3:17 3:47 4:17 4:47	12:57 1:27 1:57 2:27 2:57 3:27 3:57 4:27 4:57	1:07 1:37 2:07 2:37 3:07 3:37 4:07 4:37 5:07
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	11:03a 11:33a 12:03p 12:33p 1:03p 1:03p 2:03p 2:33p 3:03p 4:03p 4:03p 4:03p	11:40 12:10 12:40 1:10 2:10 2:40 3:10 3:40 4:10 4:40 5:10	12:19 12:49 1:19 1:49 2:19 2:49 3:19 3:49 4:19 4:49 5:19	12:31 1:01 1:31 2:01 2:31 3:01 3:31 4:01 4:31 5:01 5:31	12:43 1:13 1:43 2:13 2:43 3:13 3:43 4:13 4:43 5:13 5:43	12:47 1:17 1:47 2:17 2:47 3:17 3:47 4:17 4:47 5:17 5:47	12:57 1:27 1:57 2:27 2:57 3:27 3:57 4:27 4:57 5:27 5:57	1:07 1:37 2:07 2:37 3:07 3:37 4:07 4:37 5:07 5:37 6:07
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	11:03a 11:03a 12:03p 12:03p 2:03p 2:03p 2:03p 3:03p 3:03p 3:03p 3:03p 5:03p 5:03p 6:03p 6:03p	11:40 12:10 12:40 1:10 1:40 2:10 2:40 3:10 3:40 4:10 4:40 5:10 5:40	12:19 12:49 1:19 1:49 2:19 2:49 3:19 3:49 4:19 4:49 5:19 5:49	12:31 1:01 1:31 2:01 2:31 3:01 3:31 4:01 4:31 5:01 5:31 6:01 6:31 7:01 7:37	12:43 1:13 1:43 2:13 2:43 3:13 3:43 4:13 4:43 5:13 5:43 6:13	12:47 1:17 1:47 2:17 2:47 3:17 3:47 4:17 4:17 4:17 4:47 5:17 5:47 6:17 6:47 7:51	12:57 1:27 1:57 2:27 2:57 3:27 3:57 4:27 4:57 5:27 5:57 6:27	1:07 1:37 2:07 2:37 3:07 3:37 4:07 4:37 5:07 5:37 6:07 6:37
	11:03a 11:33a 12:03p 12:33p 1:03p 2:03p 2:33p 3:03p 4:03p 4:03p 4:03p 5:03p 5:03p 6:03p 6:03p	11:40 12:10 12:40 1:40 2:10 2:40 2:40 3:10 3:40 4:10 4:40 5:10 5:40 6:10 6:40	12:19 12:49 1:19 2:19 2:49 3:19 3:49 4:19 4:49 4:49 5:19 5:49 6:19 6:49	12:31 1:01 1:31 2:01 2:31 3:01 4:01 4:31 5:01 5:31 6:01 6:31 7:01	12:43 1:13 1:43 2:13 2:43 3:13 3:43 4:13 4:43 5:13 6:13 6:13 6:43 7:13	12:47 1:17 1:47 2:17 2:47 3:17 3:47 4:17 4:47 5:17 5:47 6:17 6:47 7:17	12:57 1:27 1:57 2:27 2:57 3:27 3:57 4:57 5:27 4:57 5:57 6:27 6:57 7:27	1:07 1:37 2:07 2:37 3:07 3:37 4:07 4:37 5:37 6:07 6:37 7:07 7:37

# 23 El Camino



23 Ar	don		960	to Su	nried	Mall	
23 AI	uen/			ugh Frid			
Arden/	Arden	E		Fair	San	Green	Sunrise
Del Paso	Fair	Camino	Camino	Oaks	Juan	-back	Mall
	Mall &	& Fulton	& Watt	& Marconi	& Fair	& San	Main
	Chal-				Oaks	Juan	Term
Ŕ	lenge						APP
LV	LV	LV	LV	LV	LV	LV	AR
5:53a	5:59	6:08	6:12	6:23	6:33	6:41	6:48
6:23a 6:58a	6:29 7:04	6:38 7:15	6:42 7:20	6:53 7:32	7:03 7:43	7:11 7:51	7:18 7:58
7:28a	7:34	7:45	7:50	8:02	8:13	8:21	8:28
7:58a 8:28a	8:04 8:34	8:14 8:44	8:18 8:48	8:31 9:01	8:42 9:12	8:50 9:20	8:57 9:27
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2:13p 2:43p	2:19 2:49	2:30 3:00	2:34 3:04	2:47 3:17	2:59 3:29	3:07 3:37	3:14 3:44
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9:45p 10:45p	9:51 10:51	<u>10:00</u> 11:00	<u>10:04</u> 11:04	<u>10:14</u> 11:14	<u>10:24</u> 11:24	10:32 11:32	10:38 11:38
10.400	10.01	11.00	Satur		11.24	11.52	11.50
8:18a	8:24	8:36	8:40	8:52	9:04	9:12	9:19
8:48a	8:54	9:06	9:10	9:22	9:34	9:42	9:49
<u>9:18a</u> 9:48a	9:24 9:54	9:36 10:06	<u>9:40</u> 10:10	9:52 10:22	<u>10:04</u> 10:34	10:12 10:42	10:19 10:49
10:18a	10:24	10:36	10:40	10:52	11:04	11:12	11:19
10:48a 11:18a	10:54	<u>11:06</u> 11:36	<u>11:10</u> 11:40	11:22 11:52	<u>11:34</u> 12:04	<u>11:42</u> 12:12	<u>11:49</u> 12:19
11:48a	11:54	12:06	12:10	12:22	12:34	12:42	12:49
12:18p 12:48p	12:24 12:54	12:36 1:06	<u>12:40</u> 1:10	12:52 1:22	1:04	1:12	1:19 1:49
1:18p	1:24	1:36	1:40	1:52	2:04	2:12	2:19
1:48p 2:18p	1:54 2:24	2:06	2:10 2:40	2:22 2:52	2:34 3:04	2:42	2:49 3:19
2:48p	2:54	3:06	3:10	3:22	3:34	3:42	3:49
<u>3:18p</u> 3:48p	3:24 3:54	3:36 4:06	3:40 4:10	3:52 4:22	4:04 4:34	4:12 4:42	4:19 4:49
4:18p	4:24	4:36	4:40	4:52	5:04	5:12	5:19
4:48p	4:54	5:06	5:10	5:22	5:34	5:42	5:49
5:18p 5:48p	5:24 5:54	5:36 6:06	5:40 6:10	5:52 6:22	6:04 6:34	6:12 6:42	6:19 6:49
6:18p	6:24	6:33	6:37	6:47	6:57	7:05	7:11
7:18p 8:18p	7:24 8:24	7:33 8:33	7:37 8:37	7:47 8:47	7:57 8:57	8:05 9:05	8:11 9:11
9:18p	9:24	9:33	9:37	9:47	9:57	10:05	10:11
10:18p	10:24	10:33	10:37	10:47	10:57	11:05	11:11

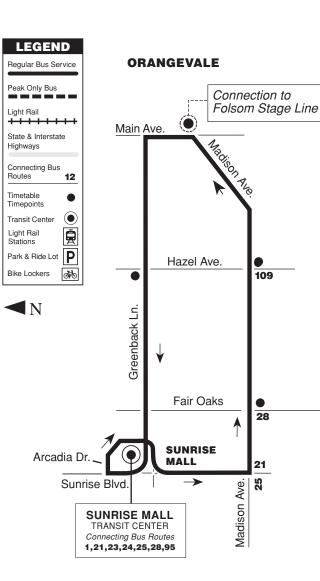
23 S	unris	e Ma	ll to	Arder	n/Del	Pasc	)
		S	unday &	Holiday	S		
Sunrise Mall	Juan &	Fair Oaks &	Fair Oaks &	El Camino	El Camino	Arden Fair Mall	Arden/ Del Paso
Main Term	Green -back	San Juan	Marconi	Watt	Fulton	& Chal- lenge	APP
LV	LV	LV	LV	LV	LV	LV	AR
6:43a	6:49	6:57	7:08	7:19	7:22	7:31	7:40
7:43a 8:43a		7:57 8:57	8:08 9:08	8:19 9:19	8:22 9:22	8:31 9:31	8:40 9:40
9:43a		9:57	10:08	10:19	10:22	10:31	10:40
10:43a		10:57	11:08	11:19	11:22	11:31	11:40
11:43a		11:57	12:08	12:19	12:22	12:31	12:40
12:43p		12:57	1:08	1:19	1:22	1:31	1:40
1:43p		1:57	2:08	2:19	2:22	2:31	2:40
2:43p		2:57	3:08	3:19	3:22	3:31	3:40
3:43p		3:57	4:08	4:19	4:22	4:31	4:40
4:43p		4:57	5:08	5:19	5:22	5:31	5:40
5:43p		5:57	6:08	6:19	6:22	6:31	6:40
6:43p		6:57	7:08	7:19	7:22	7:31	7:40
7:45p 8:45p		7:59 8:59	8:09 9:09	8:19 9:19	8:23 9:23	8:32 9:32	8:40 9:40
6.45p	0.01	0.59	9.09	9.19	9.23	9.32	9.40

23	Arden/Del Paso to Sunrise Mall
-	
	Sunday & Holidaye

			Su	nday & I	Holidays			
	Arden/ Del Paso	Arden Fair Mall	El Camino &	El Camino &	Fair Oaks &	San Juan &	Green -back	Sunrise Mall
	-	& Chal-	Fulton	Watt	Marconi	Fair Oaks	& San Juan	Main Term
	Ŕ	lenge						APP
	LV	LV	LV	LV	LV	LV	LV	AR
-	8:18a	8:24	8:34	8:37	8:48	8:58	9:06	9:13
	9:18a	9:24	9:34	9:37	9:48	9:58	10:06	10:13
	10:18a	10:24	10:34	10:37	10:48	10:58	11:06	11:13
	11:18a	11:24	11:34	11:37	11:48	11:58	12:06	12:13
	12:18p	12:24	12:34	12:37	12:48	12:58	1:06	1:13
	1:18p	1:24	1:34	1:37	1:48	1:58	2:06	2:13
	2:18p	2:24	2:34	2:37	2:48	2:58	3:06	3:13
	3:18p	3:24	3:34	3:37	3:48	3:58	4:06	4:13
	4:18p	4:24	4:34	4:37	4:48	4:58	5:06	5:13
	5:18p	5:24	5:34	5:37	5:48	5:58	6:06	6:13
	6:18p	6:24	6:34	6:37	6:48	6:58	7:06	7:13
	7:18p	7:24	7:33	7:37	7:47	7:57	8:05	8:11
	8:18p	8:24	8:33	8:37	8:47	8:57	9:05	9:11

## 24 Madison - Greenback



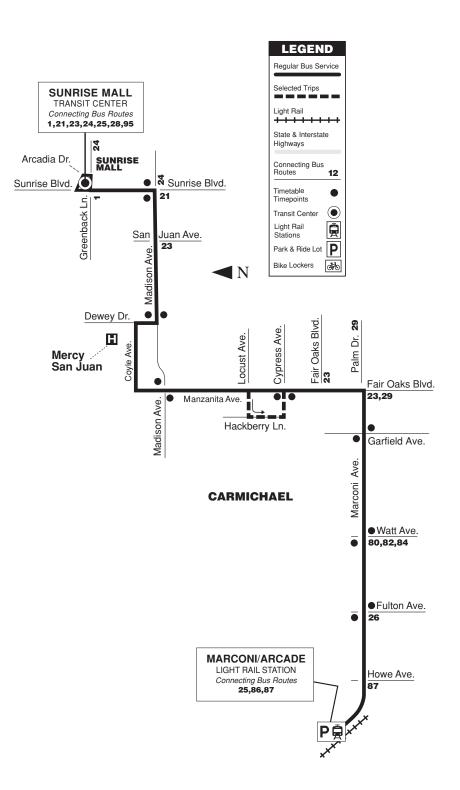


24 Orangeva	le to Sunrise	Mall
M	londay through Friday	y
Main & Madison	Greenback & Hazel	Sunrise Mall Main Terminal
LV	LV	APP AR
6:00a	6:04	6:12
6:50a	6:54	7:02
8:06a	8:10	8:18
9:06a	9:10	9:18
10:06a	10:10	10:18
11:06a	11:10	11:18
12:06p	12:10	12:18
1:06p	1:10	1:18
2:06p	2:10	2:18
3:06p	3:10	3:18
4:10p	4:14	4:22
5:10p	5:14	5:22
6:14p	6:18	6:26
7:10p	7:14	7:22

24 Sunrise	Mall to C	Drangeval	е
	Monday thro		
Sunrise Mall	Madison	Madison	Main
Main Terminal	& Fair Oaks	& Hazel	& Madison
			APP
LV	LV	LV	AR
6:21a	6:29	6:35	6:41
7:41a	7:49	7:55	8:01
8:41a	8:49	8:55	9:01
9:41a	9:49	9:55	10:01
10:41a	10:49	10:55	11:01
11:41a	11:49	11:55	12:01
12:41p	12:49	12:55	1:01
1:41p	1:49	1:55	2:01
2:41p	2:49	2:55	3:01
3:41p	3:49	3:55	4:01
4:41p	4:49	4:55	5:01
5:45p	5:53	5:59	6:05
6:41p	6:49	6:55	7:01

### 25 Marconi





### 25 Marconi



		М	onday th	nrough F	- riday							Monda	y throug	gh Frida	y		
Mall Main	Madison & Sunrise	& `	Manza -nita & Madison	Manza -nita & Cypress	Mar- coni & Garfield	Mar- coni & Watt	Mar- coni & Fulton	Mar- coni/ Arcade	Mar- coni/ Arcade	Mar- coni & Fulton	Mar- coni & Watt	Mar- coni & Garfield	Manza -nita & Cypress	Manza -nita & Madison	&	Sunrise & Madison	
Term								<b>Ē</b> APP									
LV	LV	LV	LV	LV	LV	LV	LV	AR	LV	LV	LV	LV	LV	LV	LV	LV	
		5:56a 6:26a	6:02 6:32		6:14 6:44	6:24 6:54	6:28 6:58	6:34 7:04	6:47a 7:17a	6:54 7:24	6:59 7:29	7:10 7:40	7:47	7:22	7:30	7:36	
7.00	7.10	<u>6:56a</u>	7:02		7:14	7:24	7:28	7:34	7:47a	7:54	7:59	8:10	0.47	8:22	8:30	8:36	
7:09a	7:16	7:22	7:31	8:06a	7:43 8:13	7:53 8:23	7:57 8:27	8:04 8:34	8:17a 8:47a	8:24 8:54	8:29 8:59	8:40 9:10	8:47	9:22	9:30	9:36	
8:09a	8:16	8:22	8:31	9:06a	8:43 9:13	8:53 9:23	8:57 9:27	<u>9:04</u> 9:34	<u>9:17a</u> 9:47a	<u>9:24</u> 9:54	9:29 9:59	<u>9:40</u> 10:10	9:47	10:22	10:30	10:36	
9:09a	9:16	9:22	9:31	9.00a 10:06a	9:43 10:13	9:53 10:23	9:57 10:27	10:04 10:34	10:17a 10:47a	10:24 10:54	10:29 10:59	10:40 11:10	10:47	11:22	11:30	11:36	
10:09a	10:16	10:22	10:31	10.000	10:43	10:53	10:57	11:04	11:17a	11:24	11:29	11:40	11:47	11.66	11.00	11.00	
11:09a	11:16	11:22	11:31	11:06a	11:13 11:43	11:23 11:53	11:27 11:57	11:34 12:04	11:47a 12:17p	11:54 12:24	11:59 12:29	12:10 12:40	12:47	12:22	12:30	12:36	
12:09p	12:16	12:22	12:31	12:06p	12:13 12:43	12:23 12:53	12:27 12:57	12:34 1:04	12:47p 1:17p	12:54 1:24	12:59 1:29	1:10 1:40	1:47	1:22	1:30	1:36	
				1:06p	1:13	1:23	1:27	1:34	1:47p	1:54	1:59	2:10		2:22	2:30	2:36	
1:09p	1:16	1:22	1:31	2:06p	1:43 2:13	1:53 2:23	1:57 2:27	2:04 2:34	2:17p 2:47p	2:24 2:54	2:29 2:59	2:40 3:10	2:47	3:22	3:30	3:36	
2:09p	2:16	2:22	2:31		2:43	2:53	2:57	3:04	3:17p	3:24	3:29	3:40	3:47				_
3:09p	3:16	3:22	3:31	3:06p	3:13 3:43	3:23 3:53	3:27 3:57	3:34 4:04	3:47p 4:17p	3:54 4:24	3:59 4:29	4:10 4:40	4:47	4:22	4:30	4:36	
4:09p	4:16	4:22	4:31	4:06p	4:13 4:43	4:23	4:27 4:57	<u>4:34</u> 5:04	<u>4:47p</u> 5:17p	4:54 5:24	4:59 5:29	<u>5:10</u> 5:40	5:47	5:22	5:30	5:36	
4.03p	5:16	5:22	5:31	5:06p	5:13 5:43	5:23 5:53	5:27 5:57	5:34 6:04	5:47p 6:17p	5:54 6:24	5:59 6:29	6:10 6:40	6:47	6:22	6:30	6:36	
5.05p	5.10	5.22	0.01	6:06p	6:13	6:23	6:27	6:34	6:47p	6:54	6:59	7:10	0.47	7:22	7:30	7:36	-
6:09p	6:16	6:22	6:31	7:06p	6:43 7:13	6:53 7:23	6:57 7:27	7:04 7:34	7:17p 7:47p	7:24 7:54	7:29 7:59	7:40 8:10	7:47	8:22	8:30	8:36	
7:09p	7:16	7:22	7:31		7:43	7:53	7:57	8:04					Saturda	av			
			Sa	turday					8:57a	9:02	9:05	9:13		9:23	9:30	9:37	-
8:00a	8:06	8:12	8:19		8:30	8:38	8:41	8:46	9:57a	10:02	10:05	10:13		10:23	10:30	10:37	
9:00a	9:06	9:12	9:19		9:30	9:38	9:41	9:46	10:57a	11:02	11:05	11:13		11:23	11:30	11:37	
10:00a	10:06	10:12	10:19		10:30	10:38	10:41	10:46	11:57a	12:02	12:05	12:13		12:23	12:30	12:37	
11:00a	11:06	11:12	11:19		11:30	11:38	11:41	11:46	12:57p	1:02	1:05	1:13		1:23	1:30	1:37	
12:00p	12:06	12:12	12:19		12:30	12:38	12:41	12:46	1:57p	2:02	2:05	2:13		2:23	2:30	2:37	
1:00p 2:00p	1:06	1:12	1:19 2:19		1:30 2:30	1:38 2:38	<u>1:41</u> 2:41	1:46 2:46	2:57p	3:02	3:05	3:13		3:23	3:30	3:37	
2:00p 3:00p	2:06	3:12	3:19		2:30	2.30	2:41	2.46	3:57p	4:02 5:02	4:05	4:13 5:13		4:23 5:23	4:30 5:30	4:37 5:37	
4:00p	4:06	4:12	4:19		4:30	4:38	4:41	4:46	4:57p 5:57p	6:02	5:05 6:05	6:13		6:23	6:30	6:37	_
5:00p	5:06	5:12	5:19		5:30	5:38	5:41	5:46	5.57p	0.02	0.03	0.15		0.20	0.50	0.07	_
6:00p	6:06	6:12	6:19		6:30	6:38	6:41	6:46									

### 28 Fair Oaks - Butterfield

SUNRISE MALL

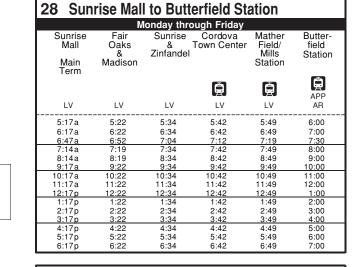
TRANSIT CENTER

Connecting Bus Routes

1,21,23,24,25,28,95

Arcadia Dr.







		Monday throu	igh Friday		
Butter- field Station	Mather Field/ Mills	Cordova Town Center	Sunrise & Zinfandel	Fair Oaks &	Sunrise Mall
Station	Station		Linandor	Madison	Main Term
Ŕ	<b>Ē</b>	<b>Þ</b>			
LV	LV	LV	LV	LV	APP AR
6:27a 7:27a	6:37 7:37	6:44 7:44	6:52 7:52	7:04 8:04	7:11 8:11
8:27a	8:37	8:44	8:52	9:04	9:11
9:27a	9:37	9:44	9:52	10:04	10:11
10:27a	10:37	10:44	10:52	11:04	11:11
<u>11:27a</u> 12:27p	11:37 12:37	<u>11:44</u> 12:44	11:52 12:52	<u>12:04</u> 1:04	12:11 1:11
1:27p	12:37	12:44	1:52	2:04	2:11
2:27p	2:37	2:44	2:52	3:04	3:11
3:27p	3:37	3:44	3:52	4:04	4:11
4:27p	4:37	4:44	4:52	5:06	5:13
5:27p	5:37	5:44	5:52	6:06	6:13
5:57p	6:07	6:14	6:22	6:34	6:41
6:27p	6:37	6:44	6:52	7:04	7:11
7:00p	7:10	7:17	7:25	7:37	7:44



LEGEND

Regular Bus Service

CITRUS

Greenback Ln.

HEIGHTS

Peak Only Bus

+++++++

State & Interstate Highways

Connecting Bus

Routes

+

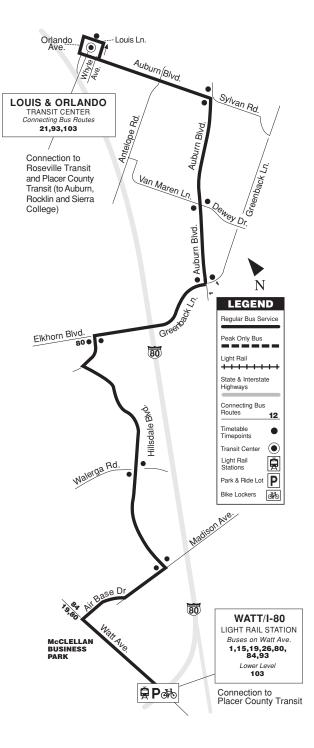
12

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Light Rail

### 93 Hillsdale



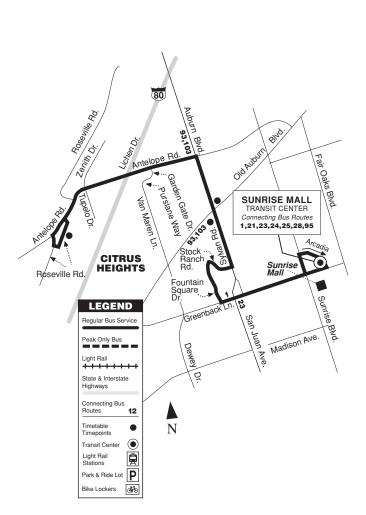


## 93 Hillsdale



	Μ	londay thro	ugh Friday	/			М	onday thro	ugh Friday	,	
Louis & Orlando	Auburn & Sylvan	Auburn & Van Maren	Green -back & Auburn	Madison & Hillsdale	Watt/ I-80	Watt/ I-80	Hillsdale & Madison	Green -back & Auburn	Auburn & Van Maren	Auburn & Sylvan	Loui & Orlan
		ind. on	1000111		<u> </u>	<u>à</u>		APP			APP
LV	LV	LV	LV	LV	APP AR	LV	LV	AR	LV	LV	AR
 5:41a	5:46	5:49	5:52	6:05	6:13	6:04a 6:49a	6:13 6:58	6:25 7:10	6:30 7:15	6:34 7:19	6:4 7:2
6:41a	6:46	6:49	6:52	7:05	7:13	7:19a	7:28	7:40	7:45	7:49	7:5
7:35a	7:40	7:43	7:46	7:59	8:07	7:49a	7:58	8:10	8:15	8:19	8:2
8:05a 8:35a	8:10 8:40	8:13 8:43	8:16 8:46	8:29 8:59	8:37 9:07	8:19a 8:49a	8:28 8:58	8:40 9:10	8:45 9:15	8:49 9:19	8:5 9:2
9:05a	9:10	9:13	9:16	9:29	9:37	9:19a	9:28	9:40	9:45	9:49	9:2
9:35a	9:40	9:43	9:46	9:59	10:07	9:49a	9:58	10:10	10:15	10:19	10:2
):05a	10:10	10:13	10:16	10:29	10:37	10:19a	10:28	10:40	10:45	10:49	10:5
0:35a	<u>10:40</u> 11:10	<u>10:43</u> 11:13	<u>10:46</u> 11:16	10:59 11:29	11:07 11:37	10:49a	10:58	11:10	11:15	11:19	11:2
1:05a 1:35a	11:40	11:43	11:46	11:59	12:07	11:19a 11:49a	11:28 11:58	11:40 12:10	11:45 12:15	11:49 12:19	11:5 12:2
12:05p	12:10	12:13	12:16	12:29	12:37	12:19p	12:28	12:40	12:45	12:49	12:5
12:35p	12:40	12:43	12:46	12:59	1:07	12:49p	12:58	1:10	1:15	1:19	1:2
1:05p	1:10	1:13	1:16	1:29	1:37	1:19p	1:28	1:40	1:45	1:49	1:5
1:35p	1:40	1:43	1:46	1:59	2:07	1:49p	1:58	2:10	2:15	2:19	2:2
2:02p	2:07 2:37	2:10 2:40	2:13 2:43	2:29 2:59	2:37 3:07	2:19p 2:49p	2:28 2:58	2:40 3:10	2:45 3:15	2:49 3:19	2:5 3:2
2:32p 3:02p	2.37 3:07	2:40	2:43	3:29	3:37	3:19p	3:28	3:40	3:45	3:49	3:5
3:32p	3:37	3:40	3:43	3:59	4:07	3:49p	3:58	4:10	4:15	4:19	4:2
4:02p	4:07	4:10	4:13	4:29	4:37	4:19p	4:28	4:40	4:45	4:49	4:5
1:32p	4:37	4:40	4:43	4:59	5:07	4:49p	4:58	5:10	5:15	5:19	5:2
5:02p	5:07	5:10	5:13	5:29	5:37	5:19p 5:49p	5:28 5:58	5:40 6:08	5:45 6:13	5:49 6:17	5:5 6:2
:32p :07p	5:37 6:10	5:40 6:13	5:43 6:16	5:59 6:29	6:07 6:37	6:19p	6:28	6:38	6:43	6:47	6:5
:37p	6:40	6:43	6:46	6:59	7:07	7:19p	7:28	7:38	7:43	7:47	7:5
37p	7:40	7:43	7:46	7:59	8:07	8:19p	8:28	8:38	8:43	8:47	8:5
:37p	8:40	8:43	8:46	8:59	9:07	9:19p	9:28	9:38	9:43	9:47	9:5
		Satur				8:00 a	8,00	Satur 8:18		0.07	0.0
8:35a	8:40	8:43	8:46	9:00	9:06	8:00a 9:14a	8:06 9:20	9:32	8:23 9:37	8:27 9:41	8:3 9:4
9:35a 10:35a	9:40 10:40	9:43 10:43	9:46 10:46	10:00 11:00	10:06 11:06	10:14a	10:21	10:34	10:39	10:43	10:4
0.35a 1:35a	11:40	11:43	11:46	12:00	12:06	11:14a	11:21	11:34	11:39	11:43	11:4
12:35p	12:40	12:43	12:46	1:00	1:06	12:14p	12:21	12:34	12:39	12:43	12:4
1:35p	1:40	1:43	1:46	2:00	2:06	<u>1:14p</u> 2:14p	1:21 2:21	1:34 2:34	1:39 2:39	<u>1:43</u> 2:43	1:4
2:35p	2:40	2:43	2:46	3:00	3:06	3:14p	3:21	3:34	3:39	3:43	3:4
3:35p 4:35p	3:40 4:40	3:43 4:43	3:46 4:46	4:00 5:00	4:06 5:06	4:14p	4:21	4:34	4:39	4:43	4:4
5:35p	5:40	5:43	5:46	6:00	6:06	5:14p	5:21	5:34	5:39	5:43	5:4
6:35p	6:40	6:43	6:46	7:00	7:06	6:14p	6:21	6:34	6:39	6:43	6:4
		Sunday &	Holidays					Sunday &	,		
8:35a	8:40	8:43	8:46	9:00	9:06	8:00a 9:14a	8:06 9:20	8:18 9:32	8:23 9:37	8:27 9:41	8:3 9:4
9:35a	9:40	9:43	9:46	10:00	10:06	10:14a	10:21	10:34	10:39	10:43	9.4 10:4
10:35a	10:40	10:43	10:46	11:00	11:06	11:14a	11:21	11:34	11:39	11:43	11:4
11:35a	11:40	11:43	11:46	12:00	12:06	12:14p	12:21	12:34	12:39	12:43	12:4
12:35p 1:35p	12:40 1:40	12:43 1:43	12:46 1:46	1:00 2:00	1:06 2:06	1:14p	1:21	1:34	1:39	1:43	1:4
2:35p	2:40	2:43	2:46	3:00	3:06	2:14p 3:14p	2:21 3:21	2:34 3:34	2:39 3:39	2:43 3:43	2:4 3:4
3:35p	3:40	3:43	3:46	4:00	4:06	4:14p	4:21	3:34 4:34	4:39	4:43	4:4
4:35p	4:40	4:43	4:46	5:00	5:06	5:14p	5:21	5:34	5:39	5:43	5:4
:35p	5:40	5:43	5:46	6:00	6:06	6:14p	6:21	6:34	6:39	6:43	6:4

### 95 Citrus Heights - Antelope Rd. 🗐 🗷



95	Antelope	e to Sunrise Mall	
		Monday through Friday	
	Antelope & Roseville	Auburn & Sylvan	Sunrise Mall Main Term
	LV	LV	APP AR
	6:34a	6:42	6:54
	7:34a	7:42	7:54
	8:34a	8:42	8:54
	9:34a	9:42	9:54
	10:34a	10:42	10:54
	11:34a	11:42	11:54
	12:34p	12:42	12:54
	1:34p	1:42	1:54
	2:34p	2:42	2:54
	3:34p	3:42	3:54
	4:34p	4:42	4:54
	5:34p	5:42	5:54

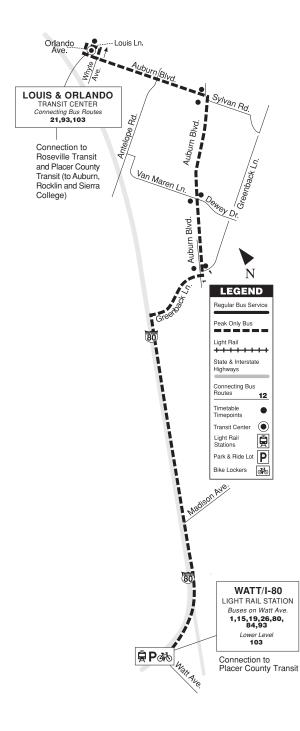
95	Sunrise	Mall to Antelope	
		Monday through Friday	
	Sunrise Mall Main Term	Auburn & Sylvan	Antelope & Roseville
	LV	LV	APP AR
	7:09a	7:20	7:29
	8:09a	8:20	8:29
	9:09a	9:20	9:29
	10:09a	10:20	10:29
	11:09a	11:20	11:29
	12:09p	12:20	12:29
	1:09p	1:20	1:29
	2:09p	2:20	2:29
	3:09p	3:20	3:29
	4:09p	4:20	4:29
	5:09p	5:20	5:29

leichborhood

Route deviation service is not available on this route.

### 103 Auburn Blvd.



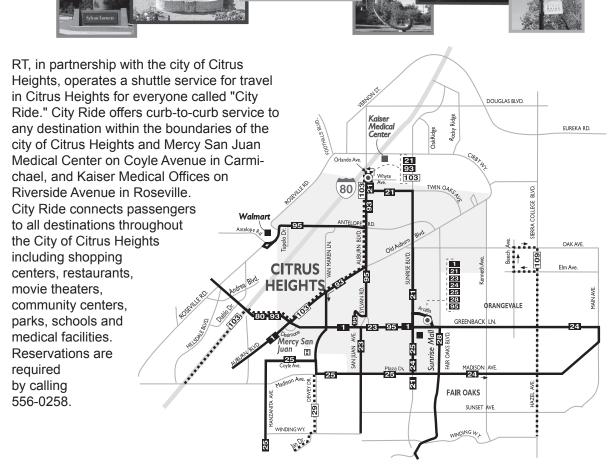


103	Citrus H	leights to Watt	/I-80
		Monday through Friday	
	Louis & Orlando	Greenback & Auburn	Watt/ I-80
	LV	LV	APP AR
	5:51a 6:21a <u>6:36a</u> 6:51a	6:03 6:33 6:48 7:03	6:13 6:43 6:58 7:13

103	Watt/I-80	to Citrus Hei	ghts
	N	londay through Friday	
	Watt/ I-80	Auburn & Greenback	Louis & Orlando
		LV	APP AR
	4:33p 5:03p 5:33p	4:40 5:10 5:40	4:55 5:25 5:55
	6:03p	6:10	6:25

### **Citrus Heights City Ride**

### CITRUS HEIGHTS City Ride



Fare: Valid RT Basic and Discount fares apply

Service Days: Monday through Friday

Service Time: 7 a.m. to 7:30 p.m.

**Connections to RT:** The Citrus Heights City Ride connects with RT at the Louis and Orlando Transit Center, Sunrise Mall Transit Center and at various bus stops in Citrus Heights

### Wheelchair Accessibility: Yes

#### Bikes Permitted: Yes

**Reservations Required:** 556-0258 (no earlier than one business day in advance) **Website:** sacrt.com/citrusheightscityride

#### **RESOLUTION NO. 15-12-**\_\_0137

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

#### December 14, 2015

### **REPEALING AND RESTATING RESOLUTION NO. 13-08-0125, REPEALING AND RESTATING SACRAMENTO REGIONAL TRANSIT DISTRICT'S SERVICE AND** FARE CHANGE POLICIES, AND ADOPTING A NEW SERVICE CHANGE POLICY

WHEREAS, Resolution No. 13-08-0125 established Service and Fare Change Policies for the Sacramento Regional Transit District; and

WHEREAS, Resolution No. 15-11-0129 established a Fare Change Policy for the Sacramento Regional Transit District, superseding the fare change provisions of Resolution No. 13-08-0125; and

WHEREAS, this resolution has come before the Board as an open session agenda item of a regular meeting properly noticed in accordance with the Ralph M. Brown Act; and

WHEREAS, the Board of Directors of the Sacramento Regional Transit District has taken into consideration public comments on the proposed resolution.

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, Resolution No. 13-08-0125 is hereby repealed; and

THAT, the Board of Directors of the Sacramento Regional Transit District hereby adopts a new Service Change Policy as set forth in Exhibit A.

CHENIRER Chair

ATTEST:

MICHAEL R. WILEY, Secretary

May Burles y Brooks, Assistant Secretary Bv:



### Service Change Policy

December 14, 2015



Service Change Policy

### 1. INTRODUCTION

It is the policy of the Sacramento Regional Transit District (RT) to provide quality service to all customers regardless of race, color, national origin, or income. This document establishes RT policy and describes several policies and procedures relating to fixed-route service changes.

This document is intended to satisfy Title VI of the Civil Rights Act of 1964, Executive Order 12898, and related federal civil rights laws, which help ensure that RT's services are provided in a non-discriminatory manner, specifically with regards to minority populations and low-income populations. This document also provides guidelines for meeting the requirements of the California Environmental Quality Act (CEQA) as they relate to service changes.

Title VI requires RT to adopt a numerical standard defining what constitutes a major service change. This definition and policy is discussed in Section 2. RT's 2012 TransitRenewal study also established a sunset clause for new routes which is incorporated in Section 3. Section 4 describes RT's public involvement process for major service changes.

Prior to adopting major service changes, Title VI and federal environmental justice regulations require RT to prepare an equity analysis to determine if the proposed changes are likely to result in adverse and disparate impacts (DI) on minority populations and/or disproportionate burdens (DB) on low-income populations. These definitions and policies are set forth in Section 5. Section 6 discusses their application.

Section 7 discusses RT's requirements under CEQA as they relate to service changes.

### 2. MAJOR SERVICE CHANGE DEFINITION

RT categorizes service changes as either minor or major according to their size and likely impact. Minor service changes can be authorized by RT's General Manager/CEO. Major service changes require a public hearing (discussed in Section 4 of this document), a Title VI equity analysis (discussed in Sections 5 and 6 of this document) and approval by the RT Board.

A major service change is defined as follows:

- Creation of any new bus route exceeding 150 daily revenue miles; or
- Creation of any new light rail route or extension of any existing light rail routes; or
- Any change to an existing bus or light rail route that affects more than 15 percent of daily revenue miles





Any service change that does not meet the criteria for a major service change is considered a minor service change. Additionally, the following exceptional cases are considered minor service changes:

- Automatic elimination of a bus route according to RT's route sunset process set forth in Section 3 of this document (RT will, however, notify riders prior to the effective date)
- RT Board action to temporarily exempt a bus route from RT's route sunset process
- Schedule adjustments (RT will, however, notify riders prior to the effective date)
- Creation, alteration, or elimination of a supplemental route<sup>1</sup>
- Emergency changes made to respond to natural or man-made disasters or to a state of fiscal emergency
- Creation, alteration, or elimination of temporary or demonstration service lasting one year or less
- Creation, alteration, or elimination of special event service (RT Board approval may be necessary for certain aspects of the service, e.g., acceptance of event tickets as fare media)
- Adjustments made to major service changes after Board approval but prior to the effective date that would otherwise be considered minor changes

If an Environmental Impact Report (EIR) or an Environmental Impact Statement (EIS) has been prepared for a project, the EIR/EIS review and approval process is considered to satisfy all review and approval requirements for a major service change, with the exception of the Title VI equity analysis, which is still required if the project meets the definition of a major service change. FTA explicitly requires a Title VI equity analysis be approved by the RT Board prior to the beginning of revenue service for any project funded by the FTA's New Starts program.

Contract service operated by RT and included in vehicle hour and mile reporting to FTA's National Transit Database is considered RT service for purposes of this policy. Any changes to such service that meet RT's major service change definition are subject to RT's Title VI requirements, public hearing requirements, and approval requirements.

All revenue mile calculations made for the purpose of classifying the service change must include the cumulative impact from service changes implemented in the twelve months preceding the effective date of the proposed new changes. Light rail revenue miles are counted at the level of entire trains rather than individual light rail vehicles.

<sup>&</sup>lt;sup>1</sup> Supplemental routes are peak-only routes that are designed to accommodate heavy passenger volumes that would otherwise overload RT's regular routes. Supplemental routes usually operate only seasonally and often must be adjusted on short notice to respond to changing demand conditions.



Service Change Policy

### 3. ROUTE SUNSET PROCESS

RT's TransitRenewal study set forth a "sunset clause" whereby newly-created fixedroute bus routes must meet RT's productivity standards within two years of implementation.<sup>2</sup> This sunset clause, as an element of TransitRenewal, was accepted by the RT Board as a guideline for future service development, and has been incorporated here as RT policy. Pursuant to this policy, RT reviews route productivity on a quarterly basis, maintains a "watch list" of deficient bus routes, and makes annual recommendations to improve productivity.

If a new bus route fails to meet RT's productivity standards within two years of operation, RT will initiate an automatic elimination process (sunset elimination) that consists of the following steps:

- Staff advises the RT Board of the pending route elimination during a meeting of the Board of Directors.<sup>3</sup>
- Through a motion or a resolution, the RT Board may temporarily exempt the route in question from RT's route sunset process. See Appendix A for an example.
- Absent any Board action, staff will (1) determine an appropriate date for elimination,<sup>4</sup> (2) notify riders of the route's pending elimination and alternative routes, if applicable, and (3) identify areas where resources could be redeployed.

Although a route elimination would ordinarily be considered a major service change, since new routes are implemented with an understanding of RT's sunset clause, elimination of a route through RT's route sunset process is considered a minor service change. It will therefore be exempt from RT's public hearing and equity analysis requirements, and all other requirements that apply only to major service changes. As noted above, RT will notify riders prior to the route's actual elimination.

### 4. PUBLIC INVOLVEMENT

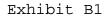
To assure meaningful public involvement, especially from minority and low-income populations, Title VI requires RT to develop a Public Participation Plan. The provisions of this section are intended to summarize RT's public involvement program as it relates to service changes.<sup>5</sup>

<sup>&</sup>lt;sup>2</sup> RT's productivity standards are set forth in RT's Service Standards document.

<sup>&</sup>lt;sup>3</sup> Previous productivity reports and watch list reports may be referenced or provided to document the failure of the route to meet RT's productivity standards.

<sup>&</sup>lt;sup>4</sup> As an example, RT may want to eliminate the route when other major changes are being made, so that outreach efforts can be consolidated, printed materials will be up-to-date, etc.

<sup>&</sup>lt;sup>5</sup> The Public Participation Plan will be adopted separately. This section is intended to be only a summary.





Service Change Policy

### **Public Review**

A public hearing and a 30-day public review period are required prior to the adoption of major service changes. Staff will make a plan of the proposed changes as well as a draft Title VI service change equity analysis publicly available. Prior to adoption of any proposed changes, staff will consider and summarize all comments and make any necessary revisions to the service change proposal and Title VI service change equity analysis. The Board will consider the public comments prior to adoption of the changes and the final equity analysis.

### Public Notice

On or before the beginning of the comment period, RT will distribute a notice to riders and members of the public on the materials available for review, including:

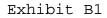
- A title, a one or two sentence description of the proposed changes, and a statement that RT is seeking public comments
- Notice of documents available for review (e.g., draft service plan, Title VI equity analysis, and/or CEQA documents)
- All routes that may be changed, listed by number, or, in the case of light rail lines, by name (e.g., Blue Line)
- The final date and time to submit comments
- The date, time, and location of the hearing and transit routes serving the location
- Contact information and where to find additional information

RT will post the notice on RT's web site in English as well as any non-English languages determined by RT policy on language assistance.<sup>6</sup> RT will also display the notice in RT vehicles, at major stops and stations, to applicable mailing list subscribers, and in RT's monthly newsletter, if time permits. RT may notify riders through press releases or through social media. At least one presentation will typically be made to RT's Mobility Advisory Council. RT staff may also make presentations at the meetings of other interested organizations and groups.

### Language Assistance

If requested, and given sufficiently advance notice (usually 3 business days or more), RT will provide an interpreter (including sign language) at the public hearing. RT's Language Line service also provides interpretation services over the phone for patrons calling for additional information, to make comments, or to arrange interpretation services at the public hearing.

<sup>&</sup>lt;sup>6</sup> In addition to a Public Participation Plan, Title VI requires RT to develop a Language Assistance Plan (LAP), which will be adopted separately. The provisions of this section are intended to be only a summary of RT language assistance policy specifically related to service changes.





### 5. EQUITY ANALYSIS – GENERAL

### Requirements

Prior to adopting major service changes, Title VI and federal environmental justice regulations require RT to prepare an equity analysis to determine if the proposed changes are likely to result in disparate impacts (DI) on minority populations or disproportionate burdens (DB) on low-income populations.<sup>7</sup> RT's DI and DB definitions must measure adverse effects on passengers and must be developed with public engagement.

#### **Disparate Impacts**

Title VI requires RT to analyze proposed major service changes to identify any possible DI on minority populations.<sup>8</sup> If a statistically significant adverse effect on minority populations is found to be likely, Title VI requires RT to provide a substantial legitimate justification, including a finding that there are no alternatives that would have a less disparate impact on minority riders but would still accomplish RT's legitimate program goals, before adopting the changes.<sup>9</sup>

FTA defines a minority person as anyone who is an American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, or Native Hawaiian or other Pacific Islander.

#### Disproportionate Burdens

Executive Order 12898 on Environmental Justice requires RT to analyze major proposed service changes to determine if they are likely to result in a disproportionate burden on low-income populations.<sup>10</sup> A finding of disproportionate burden requires RT to take steps to avoid, minimize, or mitigate impacts where practicable<sup>11</sup> and to describe alternatives available to low-income passengers affected by the changes.<sup>12</sup>

<sup>&</sup>lt;sup>7</sup> Due to the similarity of the DI and DB processes and definitions, both requirements are usually satisfied with a single equity analysis that addresses both requirements.

<sup>&</sup>lt;sup>8</sup> A disparate impact is defined as a facially neutral policy or practice that disproportionately affects minority populations where the policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect. (See FTA Circular 4702.1B, Chapter 1, Section 5.)

<sup>&</sup>lt;sup>9</sup> See FTA Circular 4702.1B, Chapter 4, Section 7.

 <sup>&</sup>lt;sup>10</sup> A disproportionate burden is defined as a neutral policy or practice that disproportionately affects low-income populations more than non-low-income populations. (See FTA Circular 4702.1B, Chapter 1, Section 5.)

<sup>&</sup>lt;sup>11</sup> See FTA Circular 4702.1B, Chapter 1, Section 5.

<sup>&</sup>lt;sup>12</sup> See FTA Circular 4702.1B, Chapter 4, Section 7g.



Service Change Policy

FTA defines a low-income person as a person whose household income is at or below the U.S. Department of Health and Human Services (DHHS) poverty guidelines.<sup>13</sup> The DHHS definition varies by year and household size. For 2015, DHHS poverty guidelines ranged from \$11,770 for a single-person household to \$40,890 for a household of eight. The poverty guidelines for a household of four were \$24,250.

FTA encourages transit agencies to use a locally-developed threshold for low-income status, provided that the threshold is at least as inclusive as the DHHS poverty guidelines. Since survey data often excludes household size and rarely includes exact household income, RT will, when necessary, define low-income status according to the poverty guideline for a household of four, rounded up to the nearest bracket boundary. For example, if household income data was available in \$15,000 brackets, and the DHHS poverty guideline for a household of four persons was \$24,250, then RT would round up the poverty guideline to \$30,000, so that any person reporting household income less than \$30,000 would be considered low-income.

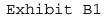
### Data Sources

In accordance with FTA guidance, when feasible, RT will use data from on-board passenger surveys for Title VI equity analyses. For service changes, if sufficient on-board survey data is not available or deemed unreliable, RT may substitute demographic data on the service area of the affected routes.

When using service area data, RT uses data from the U.S. Census Bureau's most recent five-year American Community Survey aggregated at the level of census tracts. Using Geographic Information Systems (GIS) software, RT computes a population estimate (broken down by minority and low-income status) for each affected route and for the overall RT system. As recommended by FTA, RT will usually assume a walk distance of a quarter mile from bus routes and a half mile from light rail stations.

For major proposed service changes, in addition to the above calculations, RT will prepare maps showing the potentially affected routes overlaid on a demographic map of the service area.

<sup>&</sup>lt;sup>13</sup> See FTA Circular 4702.1B, Chapter 1, Section 5.





### 6. SERVICE CHANGE EQUITY ANALYSIS

### Requirements

As discussed in Section 5 of this document, RT is required to conduct an equity analysis prior to adopting major service changes. Title VI requires RT to establish a locally-developed definition for determining DI/DB on minority/low-income populations, including thresholds for statistical significance.

### **Definitions and Methodology**

RT uses revenue miles to objectively quantify the effects of service changes. When major service changes are proposed, RT computes the change in revenue miles for minority populations at the route level and in aggregate. This is compared to the minority percentage of RT's overall ridership.

RT's Title VI goal is for minority populations to receive at least their share of the benefits in the case of a net service increase, and no more than their share of the adverse effects, in the case of net service reductions. A potential DI may exist if there is a statistically significant deficiency from this goal. RT defines a deficiency as statistically significant if it exceeds 15 percentage points.

*Example:* Assume that RT's overall ridership is 55 percent minority and that RT proposed a major service increase. Minority populations would be expected to consume 55 percent of the new service, measured in revenue miles. Deviations from this goal exceeding 15 percentage points would be considered statistically significant. Therefore, if minority populations received *less than* 40 percent of the benefits, this would constitute a potential DI.

If a potential DI on minority populations exists, then the service change may be implemented only if: (1) a substantial legitimate justification has been prepared in written form, and (2) there are no alternatives that would have a less DI on minority riders but would still accomplish RT's legitimate program goals.<sup>14</sup>

DBs on low-income populations are determined in like fashion, with the threshold of statistical significance also being 15 percentage points. If a potential DB on low-income populations exists, then RT must take steps to avoid, minimize, or mitigate impacts where practicable.<sup>15</sup>

A sample cover sheet summarizing all key findings for a service change equity analysis has been provided as Appendix B.

<sup>&</sup>lt;sup>14</sup> FTA Circular 4702.1B, Chapter 4, Section 7a1f.

<sup>&</sup>lt;sup>15</sup> FTA Circular 4702.1B, Chapter 4, Section 7a2g.



Service Change Policy

### 7. ENVIRONMENTAL REQUIREMENTS

California law statutorily exempts the restoration, increasing, or inception of transit service on any rail, street, or highway rights-of-way that are already in use for vehicular travel from requirements under the California Environmental Quality Act (CEQA).<sup>16</sup> If RT declares a state of fiscal emergency, then transit service reductions are also statutorily exempt.<sup>17</sup> These exemptions do not extinguish any requirements for Federal project (e.g., New Starts rail expansions) under the National Environmental Policy Act (NEPA).

For any major service changes that RT determines are non-exempt, RT will prepare an Initial Study according to state CEQA guidelines to determine if the changes are likely to have significant effects on the environment.

If the Initial Study finds that there would be no significant effects, the RT Board may adopt a Negative Declaration (ND) affirming this finding. If the Initial Study finds that there would be potentially significant effects but that they can be avoided or mitigated, a Mitigated Negative Declaration (MND) may be adopted. If the Initial Study finds that there would be one or more significant effects which cannot be avoided or mitigated, an Environmental Impact Report (EIR) is required.<sup>18</sup>

A ND/MND consists of a one-page project summary and declaration that is attached to the front of the Initial Study, both of which must be approved by the RT Board prior to adoption of the major service changes.<sup>19</sup>

### **Public Review**

CEQA requires a public review and comment period of at least 20 calendar days for an Initial Study prior to adoption of a ND/MND. RT accepts comments by phone, mail, email, or testimony before the RT Board.

CEQA also requires RT to file a Notice of Intent with Sacramento County at least 20 calendar days prior to adoption of a ND/MND. If the Initial Study finds that there are no effects on biological resources, then a No Effect Determination waiver must also be requested from the California Department of Fish and Wildlife (DFW).<sup>20</sup>

Upon adoption of a ND, MND, or EIR, RT files a Notice of Determination with Sacramento County within five business days.

<sup>&</sup>lt;sup>16</sup> See California Public Resources Code, Section 21080(b)(10).

<sup>&</sup>lt;sup>17</sup> See California Public Resources Code, Section 21080.32.

<sup>&</sup>lt;sup>18</sup> Most transit service changes that are not statutorily exempt will require only a ND or MND. It would be unusual to find an EIR necessary for transit service changes.

<sup>&</sup>lt;sup>19</sup> The ND/MND will customarily be part of the same agenda item as the service changes.

<sup>&</sup>lt;sup>20</sup> DFW charges a higher administrative fee for a No Effect Determination waiver if it is not requested prior to the filling of the Notice of Intent with Sacramento County.



Service Change Policy

If a service change, major or minor, is determined by the RT General Manger/CEO, or his/her designee, to be exempt from CEQA, a Notice of Exemption may be filed with Sacramento County.



### RESOLUTION NO. YY-MM-\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

Month DD, YYYY

### TEMPORARILY EXEMPTING ROUTE X FROM SACRAMENTO REGIONAL TRANSIT DISTRICT'S SUNSET CLAUSE

WHEREAS, Route X is designated to be eliminated, pursuant to Section 3 of Regional Transit's Service Change Policy; and

WHEREAS, the Board of Directors finds that special circumstances justify that Route X be temporarily exempted from this policy.

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, Route X shall be exempt from the sunset clause provisions of Section 3 of Regional Transit's Service Change Policy for a period of \_\_\_\_\_\_.

[CHAIR'S NAME], Chair

ATTEST:

[GENERAL MANAGER], Secretary

By:

[BOARD CLERK], Assistant Secretary



Service Change Policy Appendix B – Service Change Equity Analysis Template

Project Title/Descript	ion			
			CURRENT SYSTEM STATISTICS	
RT Average Weekda Bus and Light Rail	y Rider	ship:		
Minority Ridership:				% (A1)
Low-Income Ridershi Household income less than	i <b>p:</b> \$30,000			% (B1)
Data Source for Dem Ex: 2010 On-Board Survey	lograph	ics:		
			SERVICE CHANGE IMPACTS	
Data Source for Dem Ex: 2010 On-Board Survey (should match above)	iograph	ics:		
Net Revenue Miles: Annualized	All Ric	lers:		
	Minority:		·	% (A2)
	Low-Ir	ncome:		% (B2)
Disparate Impact:		Yes No	Is there an adverse disparity between A1 and RT's 15 percent threshold of statistical signif If yes, then the change may be implemented only if (1) a has been prepared in written form and (2) there are no a disparate impact on minority riders but would still accome goals.	icance? substantial legitimate justification ilternatives that would have a less
Disproportionate Burde	n: 🗆	Yes No	Is there an adverse disparity between B1 and RT's 15 percent threshold of statistical signif If yes, then RT must take steps to avoid, minimize, or mi and must also describe alternatives available to low-inco	icance? tigate impacts where practicable
			Prepared by	Date
			Reviewed by	Date

Regional Transit

### **Customer Services & Fares**

### Single & Daily Pass Fares

If you are:	Your fare is:	Single	Daily Pass	
Age 19 - 61	Basic	\$ 2.75	\$ 7.00	
Senior (age 62 and over)	Discount	1.35	3.50	
Disabled	Discount	1.35	3.50	
Student (age 5 - 18)	Discount	1.35	3.50	

### **Pre-Paid Tickets**

	# of Tickets	Book Price	
Basic Single Fare	10	\$ 27.50	
Discount Single Fare	10	13.50	
Basic Daily Pass	10	70.00	
Discount Daily Pass	10	35.00	

### **Monthly Passes & Stickers**

Basic Monthly Pass	\$ 110.00
Basic Semi-Monthly Pass	60.00
Senior/Disabled Monthly Sticker	55.00
Senior/Disabled Semi-Monthly Sticker	30.00
Super Senior Monthly Sticker (age 75 and over)	42.00
Student Semi-Monthly Sticker	27.50
Yolo Express	25.00

Stickers must be affixed to an RT Photo ID for use as a monthly pass.

#### ALL FARES ARE SUBJECT TO CHANGE

FARES ARE NOT TRANSFERABLE, REFUNDABLE OR EXCHANGEABLE

### **Parking Pass**

Monthly Parking Pass	\$ 15.00
CRC Monthly Parking Pass	\$ 20.00

A daily parking pass can be purchased at the Park-Payand-Ride parking kiosk by entering your car's license plate number and paying \$1 when prompted. A receipt will be given.

### **Fare Categories**

#### 1) Basic

All passengers must pay the Basic fare unless eligible for Discount fare or free fare.

#### 2) Discount

Requires certain forms of identification (ID) or age verification as follows:

a) Seniors (age 62 and over), Persons with Disabilities and Medicare Cardholders - Proof of indentification is required upon boarding, and can include an RT Senior or Disabled photo ID card, a Senior or Disabled photo ID card issued by another transit agency, a driver's license, a State of California ID card, a passport or identification card issued by any governmental entity containing a photo of the cardholder (and also showing verification of age - for Seniors only). A Personal Care Attendant (PCA) of persons with disabilities may ride for the Discount fare if he or she is accompanying an individual with disabilities who possess an RT Disabled photo ID card with an Attendant eligibility notation. PCAs must have the same beginning and ending destination as the disabled passenger.

b) **Super Senior (age 75+)** - Proof of age verification is required to purchase a Super Senior monthly sticker. The Super Senior monthly sticker is only available for purchase at RT's Customer Service and Sales Center located at 1225 R Street.

c) **Students (age 5 - 18)** - Must be pursuing a high school diploma; eligible to purchase RT monthly Student stickers with an RT Student photo ID card. RT Student stickers must be affixed to an RT Student photo ID card, not a school ID. **Students are eligible to purchase Discount single fares and daily passes with their school ID**.

d) **Class Pass** - RT offers the Class Pass, which permits unlimited use for groups traveling during the hours of 9 a.m. - 3:30 p.m. The Class Pass is available to any group with 10 or more students who are pursuing a high school diploma. The cost of the Class Pass is \$2.75 for each student and \$5.50 for each accompanying adult.

RT Customer Service Representatives are available to answer questions about your group travel. **Please call RT at 321-BUSS (2877) at least 10 business days before your day of travel.** 

RT photo ID cards are only available at RT's Customer Service and Sales Center – see page 4 for details

#### **Cost for Service**

The following methodology will be used to determine the annual costs for service:

#### Summary:

For each year of the Contract, Citrus Heights will remit its entire apportionment of Transportation Development Act (TDA) funds to SacRT, excluding State of Good Repair funds, and less the allowable transit-related administrative fees. These funds consist of LTF (Local Transportation Funds) and STA (State Transit Assistance) funds. STA funds include funds made available for transit as a result of Senate Bill 1 of 2017. These funds will be reduced by the allowable transit-related administrative fees, determined as set forth in the following paragraph.

#### Calculation of Admin Fees:

The allowable annual administrative fee for Fiscal Year 2018 is \$245,547. Each subsequent year, by April 30, the City must provide SacRT with a schedule of the budgeted and actual costs for the prior fiscal year. During the following fiscal year, the City may claim its actual prior fiscal year transit-related costs, not to exceed the initial admin fee of \$245,547, adjusted annually, based on the All Urban Consumers Price Index (West Size Class A).

Note: The CPI percentage should be based on the All Urban Consumers Index (West-Size Class A). SacRT reserves the right to review the administrative fees.

#### Calculation of Revenues:

The billing amount is based on the SACOG apportionment schedule. This schedule is provided to the region between March and April. This schedule will be initially used to estimate the first year's cost for service. The following year, upon receipt of the revised apportionment schedule, a revision will be made to reconcile the final LTF and STA revenue numbers, at which time, SacRT will update the calculation and adjust the billing accordingly, as shown below. At the same time, SACOG will provide the future year's LTF and STA estimate; SacRT will use that information to create a revised Exhibit D for the applicable fiscal year.

#### For FY 2018, the methodology is:

Initial Budgeted Amount:		
Estimated LTF funds (as approved by SACOG):	\$3,320,752	
Estimated STA funds (as approved by SACOG):	<u>\$636,497</u>	
Total revenues:	\$3,957,249	
Less State of Good Repair funds:	<u>(\$116,463)</u>	
Eligible revenues:	\$3,840,786	
Fixed administrative fee:	<u>(\$245,547)</u>	
Net charge for service due to SacRT:	\$3,595,239	

### Reconciliation (complete around March 2018)

Change to estimated LTF funds:

Change to estimated STA funds:

Change to State of Good Repair funds:

Admin costs (no change required):

Net change to billing:

#### AGREEMENT WITH CITY OF CITRUS HEIGHTS FOR BUS SERVICE

#### RECITALS

WHEREAS, CITY was incorporated as a general law city on January 1, 1997; and

**WHEREAS**, CITY desires to contract with RT for public transit service to be provided within CITY; and

**WHEREAS**, CITY and RT intend to work together to improve mobility, access, and convenience for transit riders to, from, and within the CITY; and

**WHEREAS**, CITY and RT intend to work together to improve accessibility at bus stops and to comply with the Americans with Disabilities Act; and

WHEREAS, the parties desire to enter into this Agreement setting out RT's obligation to provide bus and complementary paratransit service, CITY's obligation to pay RT for that service, and the obligations of the parties regarding construction, installation, maintenance, and repair of CITY and RT improvements at RT bus stops.

#### WITNESS

#### NOW, THEREFORE, RT AND CITY DO AGREE AS FOLLOWS:

#### 1. TERM

The initial term of this Agreement is three years beginning January 1, 2015 and ending December 31, 2017. The agreement can be extended for up to three successive one-year periods upon agreement by both parties, unless sooner terminated or cancelled in the matter set forth in Articles 15 or 16.

#### 2. OPERATION OF BUS SERVICE

A. The definition of bus service includes maintenance and operation of vehicles and equipment, as well as related support services including procurement, marketing, security, customer service, planning and accounting.

- B. During the term hereof and in consideration for the compensation paid by CITY, RT will operate bus service along transportation corridors within the jurisdictional limits of the CITY. The description of the bus service is attached as Exhibit A. During the term of this Agreement, if RT adopts changes to CITY Bus Service as set out in Section E., below, Exhibit A must be revised, the revised exhibits will be approved as evidenced by the signatures of CITY Manager and the RT General Manager, and those exhibits will be labeled as Revised Exhibits "A" and "B" and attached hereto and incorporated herein.
- C. RT is entitled to change the CITY Bus Service, as set forth in Exhibit A or Revised Exhibit A as applicable, without providing prior notice to CITY if the reason for the change is any of the following:

1. Service is reduced, delayed, or prevented by: an act of God or of the public enemy; acts of the government in its sovereign or contractual capacity; fires; floods; epidemics or quarantine restrictions; strikes, work stoppages, or similar labor disputes; or by any other force majeure event; or

2. Notwithstanding RT's adherence to the bus manufacturer's preventative maintenance schedule, service is reduced, delayed, or prevented due to equipment failure or for safety reasons; or

3. Due to construction work or other events, all or part of a street is inaccessible or some of the bus stops on a street are inaccessible. A street or a part of a street is inaccessible if: (a) it is closed, blocked, or contains some obstacle, or (b) in the opinion of RT management or the bus operator, a bus being operated in an otherwise reasonable manner through the inaccessible part of the street would: (i) violate the vehicle Code, any other applicable law, or any directive of a law enforcement officer, or (ii) create an unacceptable level of risk related to bodily injury or death of the bus occupants or any other person, or damage to the bus or any other property.

4. If the change includes the cancellation or rerouting of service, RT will inform CITY of bus service changes due to any of the foregoing reasons by calling CITY's General Services Director, or his or her designee assigned to administer the contract Transit Program and by posting a message on RT's web-site as soon as reasonably possible.

- D. In the case of emergency service changes due to equipment failure, construction, hazard or act of God, RT may make changes to bus routing and bus/rail schedules. RT will notify the CITY by phone, text message and or e-mail within one hour of the emergency change. For any emergency service change lasting longer than 36 hours that would constitute a "major service change" as defined by RT's Service and Fare Change Policies (Exhibit B), approval must be given by the CITY Manager/designee.
- E. During the term of this agreement, RT may recommend or implement major service changes that affect CITY Bus Service. Major changes to routes that operate primarily within the jurisdictional boundaries of CITY must be approved by both the RT Board of Directors and the CITY. RT may make all other major service changes to the bus/rail service without CITY approval, but must provide 90 days' written notification to CITY unless the change is required due to an emergency as defined above. A major service change is defined by RT's Service and Fare Change Policies, Exhibit B.

- F. Upon completion of construction of the Transit Center located at Louis Ln. and Orlando Ave. and when City Ride exceeds fifty (50) trips per week to the Kaiser Permanent Medical Facility (on Eureka Rd. and Riverside Ave.) for four (4) consecutive weeks, the City of Roseville will evaluate RT's authorization to provide curb to curb demand response service to Kaiser Permanente Medical Facility in Roseville to general public residents of CITY. RT's ability to provided curb to curb demand response service to Kaiser Permanente Medical Facility in Roseville to general public residents of the CITY is dependent on authorization from the City of Roseville.
- G. RT may make minor changes to the bus/rail service without CITY approval, but must provide 60 days' written notification to CITY unless the change is required due to an emergency as defined above. Minor changes are defined in RT's Service and Fare Change Policies (Exhibit B).
- H. CITY may request minor changes in service frequency, routing and bus stop locations. RT will respond to the CITY's written request within 30 days.
- I. CITY may submit written requests for changes to the location of bus routes, frequency of service, or service enhancements. RT will respond to CITY's written request within 30 days. RT may deny such requests in its sole and absolute discretion.
- J. Modification or installation of traffic control devices by CITY may necessitate a change in bus service. Traffic control devices are defined as all signs, signals, markings, and other devices used to regulate, or guide traffic, placed on, over, or adjacent to street, highway, pedestrian facility, bikeway or provide road open to public travel. CITY must provide RT with 90 days' advance notice of its intent to install traffic control devices on a street or portion of a street traversed by CITY Bus Service. After receipt by RT of such notice, RT and CITY may meet and confer regarding the proposed traffic control device. If CITY decides to proceed with installation of the proposed traffic control device and RT reasonably concludes that installation of the proposed traffic control device will have a detrimental effect on safety or buses traveling over the segment of the roadway containing the proposed traffic control device, then RT may modify its Bus Service to avoid such effects and promptly provide notice to CITY of its decision. If CITY proceeds with installation of traffic control device, then RT will be entitled to make the service change. If CITY fails to notify or consult with RT regarding proposed traffic control devices, then RT may, without prior notice to or approval of CITY, modify CITY Bus Service as necessary.
- K. CITY will be entitled to participate in any technological improvements as well as special marketing campaigns or promotions as is appropriate.

#### 3. RESPONSIBILITY FOR SERVICE

RT will select, furnish, maintain and have responsibility for deploying all equipment and labor necessary to provide CITY transit service and complementary paratransit service. The planning, adjustment, operation of service, service standards, type of service, level of performance, and

control thereof shall rest solely with RT, subject only to those local, federal and state laws and regulations in effect during the term of this agreement.

#### 4. MARKETING AND PLANNING

- A. CITY may participate in any systemwide activities related to marketing and planning as part of the cost of service as discussed in this Agreement.
- B. This includes advertising campaigns, including print and electronic media, web sites, printed route and schedule information, electronic signage, and billboards that provide information regarding service.
- C. RT will include the service operating in the CITY as part of its service planning activities. RT will develop surveys, community forums, route analysis and evaluation, federal/state/local data collection and reporting, recommendations for service improvements or other activities designed to improve service and increase service efficiency.
- D. CITY may decide on a unique livery for the vehicles used for service. RT will coordinate with CITY to develop a coordinated and consistent graphic appearance.
- E. Final decisions on graphics and messaging will be made by RT in coordination with CITY.

CITY may choose to develop localized marketing activities beyond those conducted by RT. RT and CITY will coordinate development of the messaging for the marketing activity. RT may charge CITY for its costs to participate in such localized marketing activities. CITY may not use RT's service marks or logos without RT's prior written permission.

#### 5. RESPONSIBILITY FOR COMPLIANCE WITH ADA

During the term of this Agreement, RT will be responsible for contracting for the provision of complementary paratransit service and for determining that RT's equipment, facilities, and operations conform to the requirements of the Americans with Disabilities Act as set out in 42 USC Sections 12101 through 12213, 47 USC Sections 225 and 611, and 49 CFR Parts 27, 37 and 38 (herein "ADA"). Unless disapproved by the City of Roseville, RT will provide paratransit service for CITY residents from locations within CITY to Medical Facilities within the City of Roseville and related return trips. Medical Facilities means the following facilities located within the City of Roseville: Kaiser Permanente Medical Facilities (on Eureka Rd. and Riverside Ave.) and Sutter Roseville Hospital.

CITY is responsible for compliance with ADA requirements for CITY's facilities.

#### 6. ADHERENCE TO TITLE VI

RT is responsible for complying with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d. RT policy regarding Title VI as it relates to service changes is provided for in RT's Service and Fare Change Policies (Exhibit B).

#### 7. FARE STRUCTURE AND FARE MEDIA

- A. RT fares and accepted fare media in effect on the date of execution of this Agreement are detailed on Exhibit C.
- B. RT is entitled to collect and retain the fares for any bus/rail service it operates within CITY limits.
- C. RT may choose to modify its fares to address customer convenience or budgetary needs. RT will notify the CITY of any plans to modify its fares at least 60 days prior to the public input process.
- D. All fare changes are subject to the processes detailed in RT's Title VI plan.
- E. RT will incorporate the Connect Card into its list accepted fare media upon its implementation.

#### 8. PLACEMENT OF TRANSIT FACILITIES

- A. CITY, through this Agreement, hereby grants an encroachment permit for all existing bus stops, bus stop poles, shelters and benches located within CITY right-of-way. RT will obtain an encroachment permit for any new bus stops, stop poles, shelters or benches. Any advertising on shelters and benches will conform to the RT Shelter and Bench Placement contract, including, but not limited to, prohibitions on advertising the sale or use of alcohol, tobacco or firearms. CITY hereby finds that RT's placement of bus shelters and benches that contain commercial advertisements are in conformity with CITY's General Plan.
- B. Bus Stops, Waiting Areas, Signage and Poles
  - i. On a semi-annual basis at the beginning of a calendar year and the beginning of July, RT will provide CITY with a list of desired new bus stop locations. CITY must provide RT with any comments or modifications to the list, in written form, within 30 days of receipt. If a response is not received during the designated period, the request for a new stop will be deemed approved and CITY must grant an encroachment permit for that location.
  - ii. RT will provide CITY with 45-days' written notice prior to installation of a new bus stop and CITY must install a new sign pole for the stop and designate the area as a "No Parking" prior to RT's planned installation date unless there is an existing CITY sign pole or light standard that is useable. A CITY sign pole or light standard is unusable if it contains CITY signage other than a "No Parking" sign.
  - iii. RT will install bus stop signs at the designated bus stop locations. RT or its contractor will apply to CITY for permits prior to construction. CITY will not charge RT or its contractor for such permits.
  - iv. RT will be solely responsible for the placement of bus stop signs. These signs will conform to a size and design approved by both parties. RT may choose to add signs which can be read in Braille.
  - v. CITY is responsible for designating no parking zones with red painted curbs and "No Parking signs" at all bus stops.

- vi. RT may request that CITY install concrete pads within CITY right of way at RT bus stops for use as passenger waiting areas. CITY will install a concrete pad in conjunction with a CITY project if there is sufficient right of way and that pad can be installed in compliance with CITY's existing specifications for construction. Concrete Pads will be programmed and their costs will be shared pursuant to Section 13J.
- vii. At locations requested by RT, and subject to CITY approval, CITY will require the owner of a new development project, as a condition of approval of the project or issuance of a building permit, to install a concrete pad within CITY right of way at locations that are existing bus stops or designated as future bus stops where there is currently no passenger waiting area. CITY's imposition of this condition is contingent upon the existence of a sufficient nexus to require the developer of a given project to construct and/or to dedicate right of way for such a facility. CITY's imposition of this condition may be limited by pre-existing developer agreements for some projects. CITY's imposition of this condition is also contingent on the availability of sufficient right of way, including whether CITY may require the develop to dedicate additional right of way to CITY to construct this concrete pad and whether the pad can be installed in compliance with CITY's then-existing specifications or requirements.
- C. Bus Pads and Curbs
  - i. At agreed upon bus stop locations, RT may request that the CITY install concrete pads of sufficient size to accommodate the number of buses expected to load at the same time within CITY street right-of way. The pads will be constructed of materials agreed upon by both parties. Bus stop pad requests will be included in the annual CIP planning process as set forth in Section 15 and the parties will share the cost as set forth in Section 15.1.
  - ii. RT may request that CITY modify curbs at intersections adjacent to bus stops to facilitate access to service by people with disabilities. CITY will place such qualifying locations on CITY's priority list of intersections scheduled for curb cut modifications. The curbs must be consistent with design guidelines mandated by the ADA.
- D. Shelters and Benches
  - i. On an annual basis at the beginning of the calendar year, CITY and RT will agree upon the placement of new and/or replacement benches and shelters within the CITY limits, in accordance with RT's Shelter Advertising Contract.

#### 9. FACILITIES

- A. Bus Stops, Bus Pads, Signage and Poles
  - i. In the normal course of business, the CITY may request removal or relocation of a bus stop. CITY and RT will confer and make a decision on the removal within 15 days after receipt of a written request.

- ii. In the normal course of business, RT may decide to remove a bus stop. RT will provide CITY with at least 15 days' advance notice of its intent to remove a bus stop and the parties will meet and confer prior to the removal..
- iii. The City will establish a No Parking Zone at RT bus stops. The No Parking Zone must include No Parking signs and a red painted curb and bus stop poles.
- iv. RT will provide written notification to the CITY of any damaged No Parking signs or poles.
- v. RT is responsible for reporting to CITY any known damage to CITY's curbs, gutters, and sidewalks located immediately adjacent to an RT bus stop. Upon the receipt by CITY of such notice, CITY must temporarily, and within 36 hours, repair all damage to CITY's curbs, gutters, and sidewalks that creates a risk of injury to pedestrians using the bus stop or immediately adjacent sidewalk with due care. CITY must make permanent repairs to CITY's curb, gutters, and sidewalks, and the repairs will be scheduled based on the severity of the damage and available funding. RT and CITY may share in the cost of the permanent repair if damage is determined to be caused as a result of usage/activity at the bus stop. Any cost sharing arrangement for the repairs will be determined as specified in Article 13 of this Agreement.
- vi. To the extent known to CITY, CITY must notify RT in writing to discontinue the use of an RT bus stop if the curb, gutter, or sidewalk immediately adjacent to the bus stop is damaged or deteriorated to the extent that it creates a risk of injury to pedestrians using the bus stop or immediately adjacent sidewalk with due care, until such time as CITY makes repairs thereto.
- vii. If an emergency occurs which makes a bus facility hazardous, either party may take immediate action to remedy the hazard with a phone call notification to the designated party within each jurisdiction.
- viii. Notwithstanding anything to the contrary set out in this Agreement: (a) RT has no duty to act as an inspector for CITY, nor is RT obligated to indemnify CITY for claims arising out of or resulting from the condition of CITY Facilities, except to the extent such condition is caused by a negligent or wrongful act of RT; and (b) CITY has no duty to act as an inspector for RT, nor is CITY obligated to indemnify RT for Claims arising out of or resulting from the condition of RT Facilities, except to the extent such condition is caused by a negligent or a wrongful act of CITY.
- ix. CITY may choose to conduct maintenance or improvements on streets used as bus routes. CITY must provide at least 60 days' prior written notice to RT prior to project implementation of any projects that impede the operation of buses and work with RT to determine a re-routing plan a minimum of 30 days prior to project implementation.

#### 10. STANDARDS FOR MAINTENANCE

RT and CITY will collaborate on the development of a separate agreement to define specific standards for maintenance of transit facilities within CITY, including all bus stops, shelters, and layover locations. Until such time as the separate agreement is full executed, all facilities within CITY will be maintained by RT based on RT's districtwide standards.

#### 11. COST FOR SERVICE

A. For each year of this Agreement, the annual charge to CITY for Bus Service shall be determined using the following formula: (1) The amount of CITY's apportionment of local transportation funds under the Mills-Alquist-Deddeh Act (Division 10, Part 11, Chapter 4 of the Government Code beginning with Section 99200) ("CITY TDA Apportionment") that Fiscal Year, minus (2) CITY's allowable Administrative Fee for that year. The cost for service for the first year of the Agreement is set out in Exhibit D.

In April of each year, RT will calculate the Charge for Service for the following Fiscal Year and send CITY a Revised Exhibit D. In the event Government Code Section 99231 or any successor provision is amended after this Agreement is approved by either party and the CITY TDA Apportionment is affected as a result of the amendment (whether increased, decreased or eliminated), the parties agree to negotiate in good faith to modify this Agreement to address such amendment.

- B. The baseline amount for the CITY Administrative Fee shall be \$233,581. For each subsequent year, CITY shall be entitled to claim, as an Administrative Fee, its Administrative Fee for the prior fiscal year, adjusted in accordance with methodology set forth in Exhibit D.
- C. CITY may request additional service beyond that detailed in Exhibit A and RT may agree to provide such service in its sole discretion.

#### 12. PAYMENT FOR SERVICE

On a monthly basis, CITY shall remit to RT one-twelfth (1/12th) of the amount set out in Section 11, subparagraph A. This payment constitutes payment in full by CITY for CITY Bus Service rendered by RT during that month pursuant to this Agreement. RT will invoice CITY on the 1st day of each month during the term of this Agreement and CITY must pay the invoice within thirty (30) days from the date of the invoice. CITY must remit the monthly payment to RT regardless of CITY's ability to obtain approval of a TDA claim by the Sacramento Area Council of Governments. An invoice past due more than 60 days will accrue daily interest at an annualized rate of 8% from the payment due date.

CITY's cost reduction for services not provided shall be calculated as follows:

A. If, for any month, the number of Bus Trips Cancelled within CITY is at least 5% of the total number of scheduled bus trips within CITY for that month, the Monthly Charge for Service for the following month will be reduced by the estimated cost of the trips actually cancelled.

B. "Bus Trip Cancelled" means a bus trip along a route within CITY that is cancelled by RT, excluding bus trips cancelled by RT due to traffic congestion or the reasons set out in Section 2 of this agreement.

#### 13. CAPITAL PROJECTS, IMPROVEMENTS, AND COST SHARING

- A. On an annual basis at the beginning of the calendar year, but no later than February 1st, RT and CITY will submit a list of desired capital improvement projects to the other party. The list should include a detailed description of the improvements, including the benefit provided and an estimated cost.
- B. Both parties will confer to determine which projects will be included in the costsharing for the following fiscal year.
- C. To facilitate pedestrian access to RT bus stops, CITY will endeavor to design its street improvements at existing or proposed RT bus stops to place the sidewalk immediately adjacently to the curb. Facility/amenity design will comply with the Americans with Disabilities Act. Additionally, CITY and RT will review and approve design elements of bus stops within CITY.
- D. RT and the CITY will continue to seek Local, State and Federal funding for projects that provide transit benefit within the CITY. The cost sharing for projects beyond routine maintenance will be determined on a project-by-project basis with the goal being an equal share of financial support from both parties.
- E. The cost of the program will be determined by an engineer's estimate performed, by agreement, by either CITY or RT engineering staff. The estimate will include the cost of labor and materials as well as a detailed scope and schedule for the project. CITY and RT must agree on the cost at least 30 days prior to start of construction.
- F. The invoice shall not exceed 110% of the engineer's estimate of costs.
- G. If, because of unforeseen circumstances, the invoice exceeds 110% of the cost estimate, a written explanation verifying the unforeseen circumstance must be provided.
- H. If there is a dispute of an item on an invoice for a reasonable cause, CITY/RT may deduct that disputed item from the payment, but may not delay payment for the undisputed portions. The amount and reasons for such deductions must be documented to CITY/RT within ten (10) days from the date of receipt of the invoice. The parties must meet no later than ten (10) days after CITY/RT's receipt of CITY/RT's notice regarding the reasons for any deductions in an attempt to resolve any disputes.
- I. Unless otherwise specifically provided herein, the CITY/RT must make any payment to the appropriate party to this Agreement not later than thirty (30) calendar days after receipt of an invoice for such payment.
- J. The capital cost for the routine upgrades of the system will be shared as detailed below:
  - i. Bus Stop poles will be installed by the CITY. RT to reimburse the CITY 50% of the cost.

- ii. Braille Signs and bus stops signs installed, maintained and replaced by RT. RT to assume 100% of the cost.
- iii. No Parking Zones at bus stops installed by CITY. RT to reimburse the CITY 100% of the cost.
- iv. Curb, gutter, passenger waiting and sidewalk repairs made by CITY. RT to reimburse the CITY 50% of the cost.
- v. Concrete pads installed and maintained by CITY. RT to reimburse the CITY 50% of the cost.
- vi. Curb cuts installed and maintained by CITY. CITY to assume 100% of the cost.

#### 14. RECORDS, REPORTS & MEETINGS

- A. RT will establish and maintain accounting and reporting procedures that conform to the uniform system of accounts and records for transit operators, as adopted by the State Controller pursuant to Public Utilities Code Section 99243. RT will permit CITY, or its duly-authorized representative, to inspect and audit all data and records maintained by RT pertaining to the services provided under this Agreement.
- B. RT staff will meet with CITY staff to review all transit services within CITY on a monthly basis. This monthly performance monitoring meeting will include, but is not limited to, a review of system performance, upcoming changes or revisions to RT service, passenger complaints, and any other issues wishing to be addressed by RT and CITY staff.
- C. During the term of this Agreement, RT will send CITY the following reports:
  - i. On a monthly basis, RT will provide a copy of RT's Monthly Ridership Report to CITY. RT reserves the right to change the contents and format of this report; however, at a minimum, this report will include average daily ridership broken down by route, plus historical trends. RT will supplement this report with additional performance statistics on demand-response service operated in CITY.
  - ii. On a quarterly basis, RT will provide a more detailed ridership report. RT reserves the right to change the contents and format of this report; however, at a minimum, this report will include route-specific statistics on average daily ridership, revenue hours, productivity, and on-time performance and will include year-over-year comparisons.
  - iii. On a quarterly basis, RT will provide a report summarizing the number of passenger complaints and compliments received by route within CITY. Reports will provide a rolling month-to-month comparison for the previous year to enable tracking of system performance on an ongoing basis.
  - iv. On a quarterly basis, RT will submit financial statements detailing the financial health of the RT.
  - v. On an annual basis, RT will provide a report indicating ridership levels broken down by specific vehicle trips or time of day.

- vi. On an annual basis, RT will provide, at the request of CITY, detailed ridership reports for individual routes indicating ridership at individual stops at specific times or on specific trips.
- vii. RT's Adopted Budget, and Comprehensive Annual Financial Report will be made available on RT's web site.

#### **15. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement for its convenience by providing written notice of termination to the other party addressed in the manner provided under Article 19. Said notice must be provided at least 18 months in advance of the effective date of termination. This right of termination for convenience may be exercised by either party without prejudice to any other remedy to which the party may be entitled at law, equity or under this Agreement.

#### **16. CANCELLATION FOR BREACH**

- A. If either party fails to substantially perform its obligations in accordance with the provisions of this Agreement, the other party must thereupon have the right to cancel this Agreement by giving written notice addressed in the manner provided under Article 19 and specifying the effective date of cancellation. The date of cancellation must be at least ninety (90) days from the date of the written notice. The parties must meet within thirty (30) days after the date of the notice in an attempt to resolve the dispute.
- B. In the event of breach by either party, RT is entitled to be compensated for the bus and complementary paratransit service provided to CITY prior to the cancellation date. The amount owed will be based on the prorated amount of CITY's Charge for Service for the Fiscal Year in which the Agreement is cancelled.

The foregoing notwithstanding, neither party waives its right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate the other party for all detriment proximately caused by the other party's failure to perform its obligations hereunder or which in the ordinary course of things would likely result there from. This right of cancellation for breach may be exercised by either party without prejudice to any other remedy to which the party may be entitled at law, equity or under this Agreement.

#### **17. INDEMNIFICATION**

A. Pursuant to California Government Code Section 895.4: (1) each party as Indemnitor, must defend, hold harmless and indemnify the other party, as Indemnitee, against any claim, obligation, loss, penalty, fine, demand, damage, cost, expense or liability, including attorneys' fees, (hereafter collectively referred to as "Claim(s)") caused by the negligent or wrongful act or omission of the Indemnitor (including, without limitation, Indemnitor's officers, agents or employees) arising out of or resulting from Indemnitor's performance of this Agreement; and (2) if a party is held liable upon any judgment for damages caused by negligent or wrongful act or omission occurring in the performance of this Agreement and that party pays in excess of its share based on principles of comparative fault, that party is entitled to a contribution from the other party to the extent of the other party's

comparative fault. If any excess amount remains outstanding after the foregoing contribution is made, the other party will contribute a fraction of that excess equal to its percentage of fault divided by the total percentage of fault of the parties to this Agreement.

- B. Indemnitor must, upon Indemnitee's request, defend at its sole cost any suit asserting a Claim covered by this indemnity. The parties must cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. In addition, Indemnitor must reimburse Indemnitee for all costs, including reasonable attorney's fees, associated with efforts to enforce this indemnification provision.
- C. The foregoing right to indemnity is in addition to, and not exclusive of, any other legal, equitable or statutory right(s) of indemnification or insurance to which a party may be entitled."

#### 18. INSURANCE

RT, at RT's sole cost and expense and for the full term of this Agreement or any renewal thereof, must obtain and maintain at least all of the following minimum insurance requirements. These requirements may be satisfied by a self-insurance program.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$5,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1. Premises Operations
- 2. Blanket Contractual
- B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of RT.

- 1. This policy must provide coverage for Workers' Compensation (Coverage A).
- 2. This policy must also provide coverage of \$100,000 Employers' Liability (Coverage B).

CITY agrees that its obligation to indemnify RT pursuant to the provisions of Article 17 will be supported by its self-insurance program.

#### 19. NOTICE

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or is address from time

to time by giving notice to the other party in accordance with the procedures set forth in this Article.

To CITY: David Wheaton

General Services Director

City of Citrus Heights

6237 Fountain Square Drive

Citrus Heights, CA 95621

COPIES TO: Mary Poole

**Operations Manager** 

General Services Director

City of Citrus Heights

6237 Fountain Square Drive

Citrus Heights, CA 95621

To RT: Sacramento Regional Transit District Attn: RoseMary Covington, AGM of Planning and Transit System Development P.O. Box 2110 Sacramento, CA 95812-2110

#### 20. NO AGENCY

This Agreement will not create among the parties a joint venture, partnership, or any other relationship of association or agency. Neither RT, nor any of RT's employees, contractors or subcontractors are or will be considered agents of CITY in connection with the performance of RT's obligations under this Agreement. Neither CITY, nor any of CITY's employees, contractors or subcontractors are or will be considered to be agents of RT in connection with the performance of any of CITY's obligations under this Agreement.

#### 21. THIRD PARTY BENEFICIARY

Nothing herein must create and nothing herein must establish a standard of care for, or create any rights in, any person not a party to this Agreement.

#### 22. FEDERAL GRANT CONDITIONS

This Agreement is subject to a financial assistance contract between RT and the United States Department of Transportation, Federal Transit Administration (FTA). Both parties agree to comply with all terms and conditions respectively required of them by virtue of that fact. If FTA requires any change to this Agreement to comply with its requirements, both parties agree to amend this Agreement as required by FTA. If such changes cause an increase or decrease in the services to be performed, then the compensation to be paid by CITY must be equitably adjusted.

#### 23. GOVERNING LAW

The interpretation and enforcement of this Agreement must be governed by the laws of the State of California, the state in which the Agreement is signed. The parties agree to submit any disputes arising under this Agreement to a court of competent jurisdiction located in Sacramento, California.

#### 24. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties there under, the prevailing party in said proceeding must recover, in addition to all court costs, reasonable attorneys' fees.

#### 25. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement must be valid unless made in writing and signed by the authorized parties hereof.

#### 26. SUCCESSORS AND ASSIGNS

This Agreement is binding on the respective parties hereof, including their successors and assigns in interest.

#### 27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which must be deemed to be an original, but all of which together must constitute but one and the same instrument.

#### 28. CAPTIONS

The headings or captions to the Articles of this Agreement are not a part of the Agreement and must have no effect upon the construction or interpretation of any part thereof.

#### 29. AMBIGUITIES

The parties have each carefully reviewed this Amendment and have agreed to each term of this Agreement. No ambiguity is presumed to be construed against either party.

#### 30. SURVIVAL

The terms and conditions in this Agreement that represent continuing obligations and duties of the parties and that have not been satisfied prior to the termination, cancellation or expiration of this Agreement will survive such termination, cancellation or expiration and will continue to be binding on the respective obligated party in accordance with their terms.

#### **31. AUTHORITY**

Each of the signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Agreement.

#### 32. INTEGRATION

This Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first hereinabove appearing.

By:

CITY OF CITRUS HEIGHTS

By:

By:\_

Approved as to Content:

Ву:\_\_\_\_\_

.

SACRAMENTO REGIONAL TRANSIT DISTRICT

JAY SCHENIRER , Chair

h -f-By:

MICHAEL R. WILEY General Manager/CEO

x act By:

ROSEMARY COVINGTON AGM Planning and Transit System Development

Approved as to Legal Form:

By:\_\_\_\_\_

By:\_\_\_\_\_\_RT Attorney

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first hereinabove appearing.

#### **CITY OF CITRUS HEIGHTS**

By:\_\_\_\_\_

By:\_\_\_\_\_

Approved as to Content:

By:\_\_\_\_\_

By:\_\_\_\_\_\_\_JAY SOMENIRER , Chair

By:\_\_

MICHAEL R. WILEY General Manager/CEO

By: \_

AGM Planning and Transit System Development

ROSEMARY COVINGTON

By:

Chief Legal Counsel

Approved as to Legal Form:

### 1 Greenback

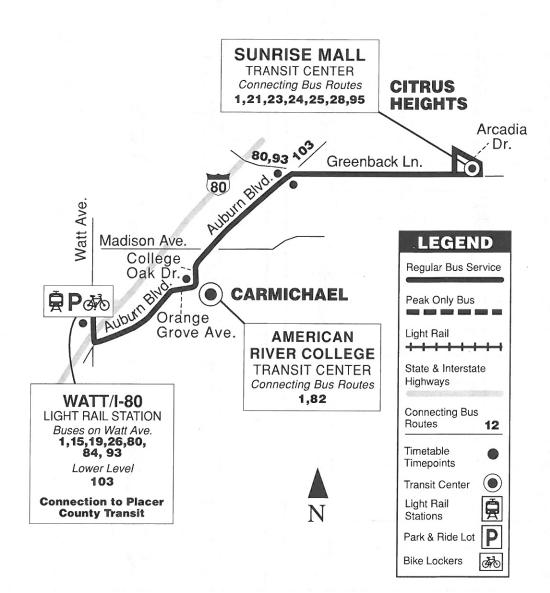


Exhibit A

Q &

# 1 Greenback

BB

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	Sunrise Mall	Auburn &	A.R.C. Orange	
	Main Term	Greenback	Grove	& I-80
			& Callaga Oak	
			College Oak	<u></u>
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	5:02a	5:12	5:22	5:31
	5:17a	5:27	5:37	5:46
	5:32a	5:42	5:52	6:01
	5:47a	5:57	6:07	6:16
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-	7:17a	7:27	7:37	7:46
	7:32a	7:42	7:52	8:01
	7:47a	7:57	8:07	8:16
	8:02a	8:12	8:22	8:31
	8:17a	8:27	8:37	8:46
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	10:00a	10:11	10:22	10:31
-	10:15a	10:26	10:37	10:46
	10:30a	10:41	10:52	11:01
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	2:57p	3:10	3:22	3:31
	3:12p	3:25	3:37	3:46
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	4:13p 4:28p	4:41	4:52	5:01
	4:43p	4:56	5:07	5:16
-	4:58p	5:11	5:22	5:31
	5:13p	5:26	5:37	5:46
	5:32p	5:42	5:52	6:01
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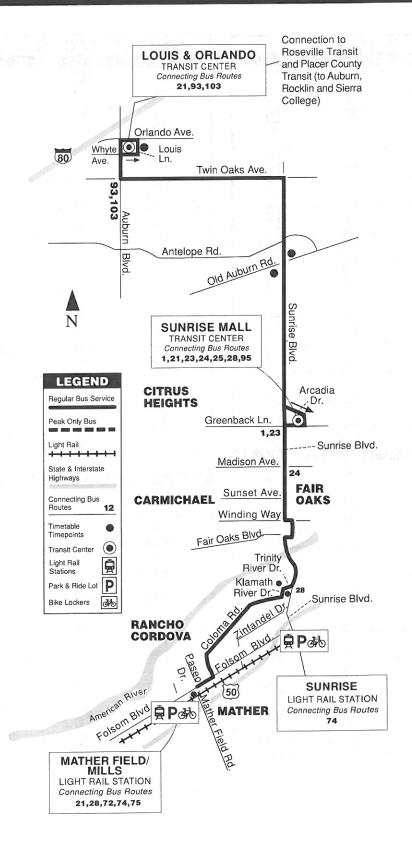
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	I-80	Oak	Auburn	Main Term
		& Orange Grove		
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	2:07p	2:18 2:33	2:29 2:44	2:59
	2:22p 2:37p	2:48	2:59	3:14
	2:52p	3:03	3:14	3:30
	3:07p	3:18	3:29	3:45
	3:22p	3:33	3:44 3:59	4:00 4:15
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# 1 Greenback

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		& College Oak	63		& Orange Grove		
		oonogo our	<u>à</u>	F	Change Grove		
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6:06a	6:17	6:27	6:36	5:46a	5:54	6:03	6:13
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7:36a	7:47	7:57	8:06	6:46a 7:16a	6:54 7:24	7:03 7:33	7:13 7:43
8:06a	8:17	8:27	8:36	7:46a	7:54	8:03	8:13
8:35a 9:05a	8:46 9:16	8:56 9:26	9:06 9:36	8:16a	8:24	8:33	8:43
9:35a	9:46	9:56	10:06	8:46a 9:16a	8:54 9:26	9:03 9:36	9:13 9:50
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1135a	11:46	<u>11:26</u> 11:56	11:36 12:06	10:46a	10:56	11:06	11:20
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1235p	12:46	12:56	1:06	12:16p	12:26	12:36	12:50
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	Sunday &	Holidavs		9:16p	9:24	9:33	9:13
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1:36p	1:47	1:57	2:06	12:16p	12:26	12:36	12:20
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3:06p	3:17	3:27	3:36	1:16p	1:26	1:36	1:50
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### 21 Sunrise - Citrus Heights



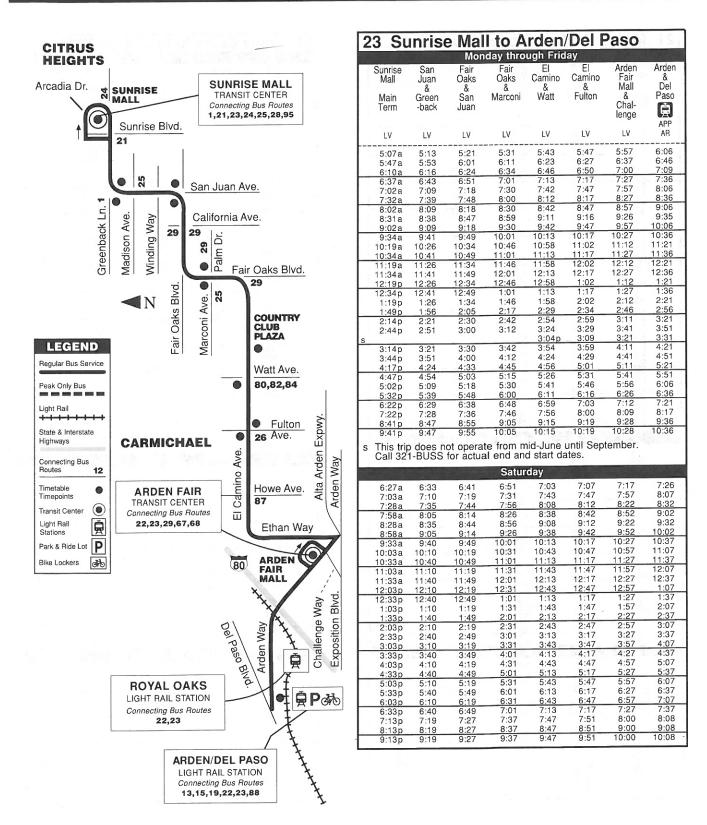
# 21 Sunrise - Citrus Heights 🗐 🗟

			s/Orland	
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Mills	River	Mall	&	LOUIS &
	&	Main	Old Auburn	Orlando
a	Coloma	Term		
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7:55a	8:08	8:24	8:31	8:40
8:25a	8:38	8:54	9:01	9:10
8:55a 9:25a	9:08 9:38	9:24 9:54	9:31 10:01	9:40 10:10
9:55a	10:08	10:25	10:32	10:41
10:25a	10:38	10:55	11:02	11:11
10:55a 11:25a	11:08	11:25	11:32	11:41
11:55a	12:08	12:25	12:32	12:11 12:41
12:25p	12:38	12:55	1:02	1:11
12:55p	1:08	12:55 1:25	1:32	1:41
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1:55p 2:25p	2:08	2:25	2:32 3:02	2:41 3:11
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5:25p	5:40	5:58	6:05	6:14
5:55p	6:10	6:28	6:35	6:44
6:25p 6:55p	6:40 7:09	6:58 7:25	7:05	7:14
7:35p	7:49	8:05	8:12	7:41 8:21
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6:03p 7:03p 8:03p 9:03p 7:03a 8:03a 9:03a	6:18 7:18 8:18 9:18 Sund 7:18 8:18 9:18	6:36 7:36 8:36 9:36 day & Holida 7:36 8:36 9:36	6:45	6:52
6:03p 7:03p 8:03p 9:03p 7:03a 8:03a	6:18 7:18 8:18 9:18 <b>Sun</b> 7:18 8:18 9:18 10:18	6:36 7:36 9:36 day & Holida 7:36 8:36 9:36 10:36	6:45 ays 10:43	6:52
6:03p 7:03p 8:03p 9:03p 7:03a 8:03a 9:03a 10:03a 11:03a 11:03a	6:18 7:18 8:18 9:18 7:18 8:18 9:18 10:18 10:18 10:18 11:18 12:18	6:36 7:36 9:36 day & Holida 7:36 8:36 9:36 10:36 11:36 12:36	6:45 ays 10:43 11:43 12:43	6:52 10:52 11:52 12:52
6:03p 7:03p 8:03p 9:03p 7:03a 8:03a 9:03a 10:03a 11:03a 11:03a 12:03p 1:03p	6:18 7:18 9:18 9:18 7:18 8:18 9:18 10:18 11:18 12:18 1:18	6:36 7:36 9:36 <b>day &amp; Holida</b> 7:36 8:36 9:36 10:36 11:36 12:36	6:45 hys 10:43 11:43 12:43 1:43	6:52 10:52 11:52 12:52 1:52
6:03p 7:03p 9:03p 7:03a 8:03a 9:03a 10:03a 11:03a 11:03a 11:03a 12:03p 2:03p	6:18 7:18 8:18 9:18 <b>Sun</b> 7:18 8:18 9:18 10:18 10:18 11:18 12:18 1:18 2:18	6:36 8:36 9:36 day & Holida 7:36 8:36 9:36 10:36 11:36 12:36 2:36	6:45 ays 10:43 11:43 12:43 1:43 2:43	6:52 10:52 11:52 12:52 1:52 2:52
6:03p 7:03p 8:03p 9:03p 7:03a 8:03a 9:03a 10:03a 11:03a 11:03a 12:03p 1:03p 2:03p 3:03p	6:18 7:18 8:18 9:18 7:18 8:18 9:18 10:18 10:18 10:18 11:18 12:18 1:18 12:18 3:18	6:36 7:36 9:36 <b>day &amp; Holida</b> 7:36 9:36 10:36 10:36 11:36 12:36 1:36 3:36	6:45 hys 10:43 11:43 12:43 1:43	6:52 10:52 11:52 12:52 1:52 2:52 3:52
6:03p 7:03p 8:03p 9:03p 7:03a 8:03a 9:03a 10:03a 11:03a 12:03p 1:03p 2:03p 3:03p 5:03p	6:18 7:18 8:18 9:18 <b>Sun</b> 7:18 8:18 9:18 10:18 11:18 12:18 11:18 12:18 3:18 4:18 5:18	6:36 7:36 9:36 9:36 day & Holida 7:36 8:36 9:36 10:36 11:36 12:36 12:36 3:36 4:36 5:36	6:45 10:43 11:43 12:43 1:43 2:43 3:43 4:43 5:43	6:52 10:52 11:52 12:52 2:52 3:52 4:52 5:52
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6:03p 7:03p 8:03p 9:03p 7:03a 8:03a 9:03a 10:03a 11:03a 12:03p 1:03p 2:03p 3:03p 5:03p	6:18 7:18 8:18 9:18 <b>Sun</b> 7:18 8:18 9:18 10:18 11:18 12:18 11:18 12:18 3:18 4:18 5:18	6:36 7:36 9:36 9:36 day & Holida 7:36 8:36 9:36 10:36 11:36 12:36 12:36 3:36 4:36 5:36	6:45 10:43 11:43 12:43 1:43 2:43 3:43 4:43 5:43	6:52 10:52 11:52 12:52 2:52 3:52 4:52 5:52

#### Louis/Orlando to Mather/Mills 21 Monday through Friday Mather Field/ Mills Louis Sunrise Sunrise Mall Coloma & & Old Auburn & Trinity Orlando Main Term River <u>à</u> APP LV LV LV LV AR 5:11 5:41 4:41a 4.58 5:28 5:11a 5:41a 5:58 6:11 6:10a 6:27 6:41 6:33 7:03 7:33 6:40 7:10 7:40 7:11 7:41 8:11 6:24a 6:57 6:54a 7:24a 7:27 7:54a 8:03 8:10 8:27 8:41 8:24a 8:52a 8:40 9:08 8:57 9:26 9:11 9:41 8:33 9:01 9:31 10:01 10:31 10:11 10:41 11:11 9.222 9:38 9:56 10:08 9:52a 10:22a 10:26 10:52a 11:01 11:08 11:26 11:41 12:11 11:22a 11:52a 11:31 11:38 11:56 12:22p 12:31 12:38 12:56 1:11 12:52p 1:22p 1:01 1:41 1:08 1:26 1:52p 2:01 2:08 2:26 2:41 2:22p 2:50p 3:20p 2:31 2:59 3:29 2:56 2:38 3.1 3:07 3.41 3:55 4:11 3:50p 4:20p 3:59 4:07 4:25 4:4 5:11 4:50p 4:59 5:07 5:25 `5:41 6:11 5:20p 5:54p 5:29 6:03 5:37 6:10 5:55 6:24p 6:57 6:33 6:40 7:11 7:03 7:10 7:40 7:27 7:41 8:11 6:54p 7:24p 8:27 9:01 9:31 7:54p 8:03 8:10 8:41 7:54p 8:28p 8:58p 9:15 9:45 8:37 8:44 9:14 9:28p 9:37 9:44 10:01 10:15 9:58p 10:07 10:14 10:31 10:45 Saturday 6:48 7:48 6:14a 6:32 7:32 7·14a 8:14a 8:32 8:48 9:14a 9:48 10:14a 10:32 10:48 11:06 10:57a <u>11:14</u> 11:44a 11:32 12:02 11:48 12:18 11:57a 12:06 12:14 12:32 12:48 12:44p 1:02 1:18 12:57p 1:06 1:14 1:32 1:48 1:44p 2:02 2:18 1:57p 2:06 2:14 2:44p 2:32 3:02 2:48 2:57p 3:06 3:14 3:32 3:48 <u>3:44p</u> 4:14 4:02 4:18 4:48 3:57p 4:06 4:57p 5:06 5:14 5:32 5:48 6:32 7:32 8:32 6:06 5:57p 6:57p 6:14 6:48 7:14 8:14p 7:48 8:48 Sunday & Holidays 6:14a 6:32 6:48 7:14a 7:32 7:48 8:32 9:32 10:32 8:14a 8:48 9:14a 10:14a 10:48 11:06 12:06 <u>11:14</u> 12:14 11:32 11:48 12:48 <u>10:57a</u> 11:57a 12:57p 1:06 1:14 1:32 1:48 2:32 3:32 4:32 1:57p 2:57p 2:06 3:06 2:14 3:14 2:48 3:57p 4:14 4:06 4:48 4:57p 5:57p 5:06 5:14 6:14 5:32 6:32 7:32 5:48 6:48 6:57p 7:06 7:14 7:48 8:14p 8:32 8:48

### 23 El Camino

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# 23 El Camino

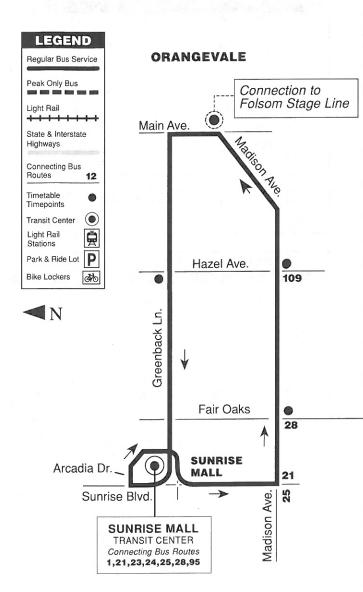
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23 A	rden	Del I	aso	to Su	Inrise	e Mal	Part
			Number of Street, Stre	ough Frie			
Arden	Arden	EI	El	Fair	San	Green	Sunrise
& Del	Fair Mall	Camino &	Camino &	Oaks &	Juan &	-back &	Mall
Paso	&	Fulton	Watt	Marconi	Fair	San	Main
6	Chal- lenge				Oaks	Juan	Term
	0						APP
LV	LV	LV	LV	LV	LV	LV	AR
5:53 a		6:08	6:12	6:23	6:33	6:41	6:48
6:23a 6:58a	6:29 7:04	6:38 7:15	6:42 7:20	6:53 7:32	7:03 7:43	7:11 7:51	7:18 7:58
7:28a	7:34	7:45	7:50	8:02	8:13	8:21	8:28
7:58a 8:28a	8:04 8:34	8:14 8:44	8:18 8:48	8:31 9:01	8:42 9:12	8:50 9:20	8:57 9:27
8:58a	9:04	9:14	9:18	9:31	9:42	9:50	9:57
9:28a 10:13a	9:34 10:19	9:44 10:29	9:48 10:33	10:01 10:46	10:12 10:57	10:20 11:05	10:27 11:12
10:28a	10:34	10:44	10:48	11:01	11:12	11:20	11:27
10:58a 11:28a	11:04 11:34	11:14 11:44	11:18 11:48	11:31 12:01	11:42 12:12	11:50 12:20	11:57 12:27
12:15p	12:21	12:31	12:35	12:48	12:59	1:07	1:14
12:43p 1:13p	12:49 1:19	12:59 1:29	1:03	1:16 1:46	1:27 1:57	1:35 2:05	1:42 2:12
1:43p	1:49	2:00	2:04	2:17	2:29	2:37	2:44
2:13p 2:43p	2:19 2:49	2:30 3:00	2:34 3:04	2:47 3:17	2:59 3:29	3:07 3:37	3:14 3:44
3:13p	3:19	3:30	3:34	3:47	3:59	4:07	4:14
3:43p 3:58p	3:49 4:04	4:00 4:15	4:04 4:19	4:17 4:32	4:29 4:44	4:37 4:52	4:44 4:59
4:13p	4:19	4:30	4:34	4:47	4:59	5:07	5:14
4:28p 4:43p	4:34 4:49	4:45 5:00	4:49 5:04	5:02 5:17	5:14 5:29	5:22 5:37	5:29 5:44
4:58p	5:04	5:16	5:20	5:32	5:43	5:51	5:58
5:13p 5:28p	5:19 5:34	5:31 5:46	5:35 5:50	5:47 6:02	5:58 6:13	6:06 6:21	6:13 6:28
5:58p	6:04	6:16	6:20	6:32	6:43	6:51	6:58
6:30p 6:58p	6:36 7:04	6:46 7:14	6:50 7:18	7:01 7:29	7:11 7:39	7:19 7:47	7:26
7:43p	7:49	7:58	8:02	8:12	8:22	8:30	7:54 8:36
8:28p 9:45p	8:34 9:51	8:43 10:00	8:47 10:04	8:57 10:14	9:07 10:24	9:15	9:21
10:45p	10:51	11:00	11:04	11:14	11:24	10:32	10:38 11:38
			Satur	day			
8:14a	8:20	8:32	8:36	8:48	9:00	9:08	9:15
8:44a 9:14a	8:50 9:20	9:02 9:32	9:06 9:36	9:18 9:48	9:30	9:38	9:45
9:44a	9:50	10:02	10:06	10:18	10:00 10:30	10:08 10:38	10:15 10:45
10:14a 10:44a	10:20 10:50	10:32 11:02	10:36 11:06	10:48 11:18	11:00 11:30	11:08 11:38	11:15 11:45
11:14a	11:20	11:32	11:36	11:48	12:00	12:08	12:15
11:44a 12:14p	11:50 12:20	12:02 12:32	12:06 12:36	12:18 12:48	12:30 1:00	12:38 1:08	12:45 1:15
12:44p	12:50	1:02	1:06	1:18	1:30	1:38	1:45
1:14p 1:44p	1:20 1:50	1:32 2:02	1:36 2:06	1:48 2:18	2:00	2:08	2:15
2:14p	2:20	2:02	2:06	2:18	2:30 3:00	2:38 3:08	2:45 3:15
2:44p	2:50	3:02	3:06	3:18	3:30	3:38	3:45
<u>3:14p</u> 3:44p	3:20 3:50	3:32 4:02	3:36 4:06	3:48 4:18	4:00 4:30	4:08	4:15
4:14p	4:20	4:32	4:36	4:48	5:00	5:08	5:15
4:44p 5:14p	4:50 5:20	5:02 5:32	5:06 5:36	<u>5:18</u> 5:48	5:30 6:00	5:38 6:08	5:45 6:15
5:44p	5:50	6:02	6:06	6:18	6:30	6:38	6:45
<u>6:14p</u> 7:10p	6:20	6:32	6:36	6:48	7:00	7:08	7:15 8:03
8:10p	8:16	8:25	8:29	8:39	8:49	8:57	9:03
9:10p 10:10p	9:16 10:16	9:25 10:25	9:29 10:29	9:39 10:39	9:49 10:49	9:57 10:57	10:03 11:03

23 Si	unris	e Ma	II to A	Arder	n/Del	Paso	)
		S	unday &	Holidays	3		
Sunrise Mall	San Juan &	Fair Oaks &	Fair Oaks &	El Camino &	El Camino &	Arden Fair Mall	Arde & De
Main Term	Green -back	San Juan	Marconi	Watt	Fulton	& Chal- lenge	Pas
LV	LV	LV	LV	LV	LV	LV	AR
6:39a	6:45	6:53	7:04	7:15	7:18	7:27	7:36
7:39a	7:45	7:53	8:04	8:15	8:18	8:27	8:36
8:39a	8:45	8:53	9:04	9:15	9:18	9:27	9:36
9:39a	9:45	9:53	10:04	10:15	10:18	10:27	10:36
10:39a	10:45	10:53	11:04	11:15	11:18	11:27	11:36
11:39a	11:45	11:53	12:04	12:15	12:18	12:27	12:36
12:39p	12:45	12:53	1:04	1:15	1:18	1:27	1:36
1:39p	1:45	1:53	2:04	2:15	2:18	2:27	2:36
2:39p	2:45	2:53	3:04	3:15	3:18	3:27	3:36
3:39p	3:45	3:53	4:04	4:15	4:18	4:27	4:36
4:39p	4:45	4:53	5:04	5:15	5:18	5:27	5:36
5:39p	5:45	5:53	6:04	6:15	6:18	6:27	6:36
6:39p	6:45	6:53	7:04	7:15	7:18	7:27	7:36
7:39p	7:45	7:53	8:03	8:13	8:17	8:26	8:34
8:39p	8:45	8:53	9:03	9:13	9:17	9:26	9:34

23 Ai	den/	Del P	aso t	o Su	nrise	e Mall	
		Su	nday & I	Holidays			
Arden & Del Paso	Arden Fair Mall &	El Camino & Fulton	El Camino & Watt	Fair Oaks & Marconi	San Juan & Fair	Green -back & San	Sunrise Mall Main
ē	Chal- lenge			2	Oaks	Juan	Term APP
LV	LV	LV	LV	LV	LV	LV	AR
8:12a	8:18	8:28	8:31	8:42	8:52	9:00	9:07
9:12a 10:12a	9:18 10:18	9:28 10:28	9:31 10:31	9:42 10:42	9:52 10:52	10:00 11:00	10:07 11:07
11:12a	11:18	11:28	11:31	11:42	11:52	12:00	12:07
12:12p	12:18	12:28	12:31	12:42	12:52	1:00	1:07
1:12p	1:18	1:28	1:31	1:42	1:52	2:00	2:07
2:12p	2:18	2:28	2:31	2:42	2:52	3:00	3:07
3:12p	3:18	3:28	3:31	3:42	3:52	4:00	4:07
4:12p	4:18	4:28	4:31	4:42	4:52	5:00	5:07
5:12p	5:18	5:28	5:31	5:42	5:52	6:00	6:07
6:12p	6:18	6:28	6:31	6:42	6:52	7:00	7:07
7:12p	7:18	7:27	7:31	7:41	7:51	7:59	8:05
8:12p	8:18	8:27	8:31	8:41	8:51	8:59	9:05

# 24 Madison - Greenback



#### 24 Orangevale to Sunrise Mall

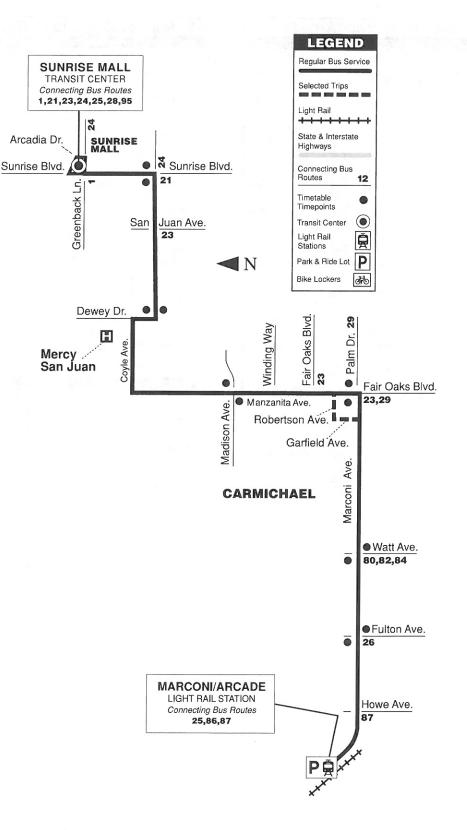
A. C.		Monday through Friday	
n 41	Main & Madison	Greenback & Hazel	Sunrise Mall Main Terminal
	LV	LV	APP AR
	6:00a	6:04	6:12
	6:50a	6:54	7:02
	8:06a	8:10	8:18
	9:06a	9:10	9:18
	10:06a	10:10	10:18
	11:06a	11:10	11:18
	12:06p	12:10	12:18
	1:06p	1:10	1:18
	2:06p	2:10	2:18
	3:06p	3:10	3:18
	4:10p	4:14	4:22
	5:10p	5:14	5:22
	6:14p	6:18	6:26
	7:10p	7:14	7:22

E

24 Sunrise	Mall to C	Drangeval	е
	Monday thro	ugh Friday	
Sunrise Mall	Madison &	Madison &	Main &
Main Terminal	Fair Oaks	Hazel	Madison
			APP
LV	LV	LV	AR
6:21a	6:29	6:35	6:41
7:41a	7:49	7:55	8:01
8:41a	8:49	8:55	9:01
9:41a	9:49	9:55	10:01
10:41a	10:49	10:55	11:01
11:41a	11:49	11:55	12:01
12:41p	12:49	12:55	1:01
1:41p	1:49	1:55	2:01
2:41p	2:49	2:55	3:01
3:41p	3:49	3:55	4:01
4:41p	4:49	4:55	5:01
5:45p	5:53	5:59	6:05
6:41p	6:49	6:55	7:01

## 25 Marconi

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# 25 Marconi

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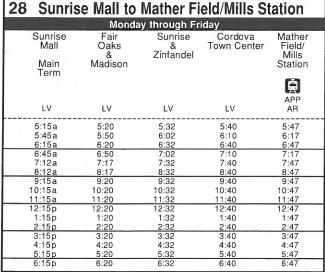
25 S	unrise	e Mal	I to I	<b>Marco</b>	ni/A	rcade	
		Mon	day thro	ugh Frid	ay		
Sunrise Mall Main	Madison & Sunrise	Dewey & Madison	Manza -nita & Madison	Fair Oaks & Marconi	Ma & Watt	r c o & Fulton	n i & Arcade
Term							APP
LV	LV	LV	LV	LV	LV	LV	AR
		5:58a 6:28a 6:58a	6:04 6:34 7:04	6:15 6:45 7:15	6:26 6:56 7:26	6:30 7:00 7:30	6:36 7:06 7:36
7:11a	7:18	7:24	7:33	7:44	7:55	7:59	8:06
8:11a	8:18	8:24	8:33	8:14a 8:44	8:25 8:55	8:29 8:59	8:36
9:11a	9:18	9:24	9:33	9:14a 9:44 10:14a	9:25 9:55 10:25	9:29 9:59 10:29	9:36 10:06 10:36
10:11a	10:18	10:24	10:33	10:44 11:14a	10:55 11:25	10:59 11:29	11:06 11:36
11:11a	11:18	11:24	11:33	11:44	11:55 12:25	11:59 12:29	12:06
12:11p	12:18	12:24	12:33	12:14p 12:44 1:14p	12:55	12:59	1:06
1:11p	1:18	1:24	1:33	1:44 2:14p	1:55 2:25	1:59 2:29	2:06 2:36
2:11p	2:18	2:24	2:33	2:44 3:14p	2:55 3:25	2:59	3:06 3:36
3:11p	3:18	3:24	3:33	3:44 4:14p	3:55 4:25	3:59 4:29	4:06 4:36
4:11p	4:18	4:24	4:33	4:44 5:14p	4:55 5:25	4:59 5:29	5:06 5:36
5:11p	5:18	5:24	5:33	5:44 6:14p	5:55 6:25	5:59 6:29	6:06 6:36
6:11p	6:18	6:24	6:33	6:44 7:14p	6:55 7:25	6:59 7:29	7:06 7:36
7:11p	7:18	7:24	7:33	7:44	7:55	7:59	8:06
			Satur	day			
8:05a 9:05a	9:11	8:17 9:17	8:24 9:24	8:33 9:33	8:43 9:43	8:46 9:46	8:51 9:51
<u>10:05a</u> 11:05a	<u>10:11</u> 11:11	<u>10:17</u> 11:17	<u>10:24</u> 11:24	10:33	<u>10:43</u> 11:43	10:46	10:51
12:05p 1:05p	12:11 1:11	12:17 <u>1:17</u>	12:24 1:24	12:33 1:33	12:43 1:43	12:46 1:46	12:51 1:51
2:05p 3:05p	2:11 3:11	2:17 3:17	2:24 3:24	2:33	2:43 3:43	2:46 3:46	2:51 3:51
4:05p 5:05p 6:05p	<u>4:11</u> 5:11 6:11	4:17 5:17 6:17	4:24 5:24 6:24	4:33 5:33 6:33	4:43 5:43 6:43	4:46 5:46 6:46	4:51 5:51 6:51
0.050	0.11	0.17	0.27	0.00	0.10	0110	0.01

25 M	arcor	i/Arc	ade	to Su	nrise	Mall	
		Mon	day thro	ugh Frid	ay		
M a & Arcade	r c o & Fulton	n i & Watt	Fair Oaks & Marconi	Manza -nita & Madison	Dewey & Madison	Sunrise & Madison	Sunrise Mall Main Term
<b>A</b>	LV	LV	LV	LV	LV	LV	APP AR
6:47a	6:54	6:59	7:11	7:22	7:30	7:36	7:42
7:17a	7:24	7:29	7:41				
7:47a	7:54	7:59	8:11	8:22	8:30	8:36	8:42
8:17a 8:47a	8:24 8:54 9:24	8:29 8:59 9:29	8:41 9:11 9:41	9:22	9:30	9:36	9:42
<u>9:17a</u> 9:47a	9:54	9:59	10:11	10:22	10:30	10:36	10:42
9.47a 10:17a	10:24	10:29	10:41	10.22	10.00	10.00	10.12
10:47a	10:24	10:59	11:11	11:22	11:30	11:36	11:42
11:17a	11:24	11:29	11:41	11.66			1 77 100
11:47a	11:54	11:59	12:11	12:22	12:30	12:36	12:42
12:17p	12:24	12:29	12:41				
12:47p	12:54	12:59	1:11	1:22	1:30	1:36	1:42
1:17p	1:24	1:29	1:41				
1:47p	1:54	1:59	2:11	2:22	2:30	2:36	2:42
2:17p	2:24	2:29	2:41				
2:47p	2:54	2:59	3:11	3:22	3:30	3:36	3:42
3:17p	3:24	3:29	3:41				
3:47p	3:54	3:59	4:11	4:22	4:30	4:36	4:42
4:17p	4:24	4:29	4:41				
4:47p	4:54	4:59	5:11	5:22	5:30	5:36	5:42
5:17p 5:47p	5:24 5:54	5:29 5:59 6:29	5:41 6:11 6:41	6:22	6:30	6:36	6:42
6:17p 6:47p	6:24	6:59	7:11	7:22	7:30	7:36	7:42
7:17p	7:24	7:29	7:41	1.22	1.00	1.00	
7:47p	7:54	7:59	8:11	8:22	8:30	8:36	8:42
Carlos and Carlos			Satur	day			
9:02a	9:07	9:10	9:19	9:28	9:35	9:42	9:48
10:02a	10:07	10:10	10:19	10:28	10:35	10:42	10:48
11:02a	11:07	11:10	11:19	11:28	11:35	11:42	11:48
12:02p	12:07	12:10	12:19	12:28	12:35	12:42	12:48
1:02p	1:07	1:10	1:19	1:28	1:35	1:42	1:48
2:02p	2:07	2:10	2:19	2:28	2:35	2:42	2:48
3:02p	3:07	3:10	3:19	3:28	3:35	3:42	3:48
4:02p	4:07	4:10	4:19	4:28	4:35	4:42	4:48
5:02p	5:07	5:10	5:19	5:28	5:35	5:42	5:48
6:02p	6:07	6:10	6:19	6:28	6:35	6:42	6:48

### 28 Fair Oaks - Mather Field/Mills

SUNRISE MALL

TRANSIT CENTER





LEGEND

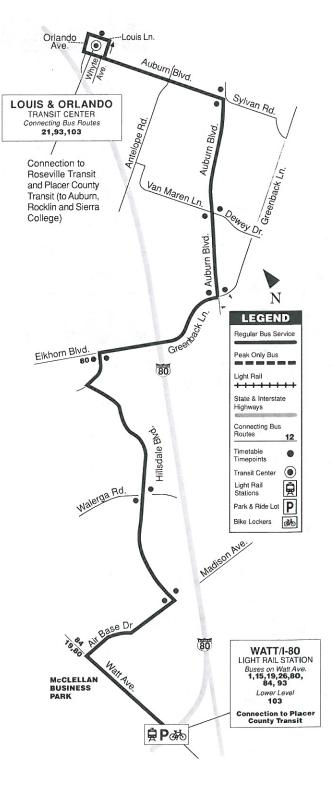
Regular Bus Service

28 Math	er Field/Mi	Is Statio	n to Sunris	se Mall
	Monda	y through F	riday	
Mather Field/ Mills	Cordova Town Center	Sunrise & Zinfandel	Fair Oaks &	Sunrise Mall
Station			Madison	Main Term
良				APP
LV	LV	LV	LV	AR
6:34a	6:41	6:49	7:01	7:08
7:04a 7:34a	7:11 7:41	7:19 7:49	7:31 8:01	7:38 8:08
8:34a	8:41	8:49	9:01	9:08
9:34a 10:34a	9:41 10:41	9:49 10:49	10:01 11:01	10:08 11:08
11:34a 12:34p	11:41 12:41	11:49 12:49	12:01 1:01	12:08 1:08
1:34p	1:41	1:49	2:01	2:08
2:34p 3:34p 4:34p	2:41 3:41 4:41	2:49 3:49 4:49	3:01 4:01 5:03	3:08 4:08 5:10
5:34p 6:04p	5:41 6:11	5:49	6:03 6:31	6:10 6:38
6:34p 7:04p	<u>6:41</u> 7:11	6:49 7:19	7:01 7:31	7:08

Agenda Packet Page 171

## 93 Hillsdale





# 93 Hillsdale

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9	3 Citr	us Hei	ghts -	Hillsda	ale - Wa	att/ <b>I-80</b>
		M		ough Friday		
	Louis	Auburn	Auburn	Green	Madison	Watt
1	& Orlando	& Sylvan	& Van	-back	& Hillsdale	& I-80
	Onando	Sylvan	Maren	Auburn	niisuale	1-00
			March	Adounn		A
						层
	LV	LV	1.14	1.14	LV	APP
L	LV	LV	LV	LV	LV	AR
	5:39a	5:44	5:47	5:50	6:03	6:11
	6:45a	6:50	6:53	6:56	7:09	7:17
	7:30a	7:35	7:38	7:41	7:54	8:02
	8:00a 8:30a	8:05 8:35	8:08 8:38	8:11 8:41	8:24 8:54	8:32 9:02
	9:00a	9:05	9:08	9:11	9:24	9:32
	9:30a	9:35	9:38	9:41	9:54	10:02
1	10:00a	10:05	10:08	10:11	10:24	10:32
	10:30a	10:35	10:38	10:41	10:54	11:02
1	11:00a 11:30a	11:05 11:35	11:08 11:38	11:11 11:41	11:24 11:54	11:32 12:02
	12:00p	12:05	12:08	12:11	12:24	12:32
	12:30p	12:35	12:38	12:41	12:54	1:02
	1:00p	1:05	1:08	1:11	1:24	1:32
	1:30p	1:35	1:38	1:41	1:54	2:02
1.0	1:57p 2:27p	2:02 2:32	2:05 2:35	2:08 2:38	2:21 2:54	2:29 3:02
	2:57p	3:02	2:35	3:08	3:24	3:32
	3:27p	3:32	3:35	3:38	3:54	4:02
	3:57p	4:02	4:05	4:08	4:24	4:32
	4:27p	4:32	4:35	4:38	4:54	5:02
	4:57p 5:27p	5:02 5:32	5:05 5:35	5:08 5:38	5:24 5:54	5:32 6:02
	5:57p	6:02	6:05	6:08	6:24	6:32
	6:26p	6:29	6:32	6:35	6:48	6:56
1	7:26p	7:29	7:32	7:35	7:48	7:56
	8:26p	8:29	8:32	8:35	8:48	8:56
			Satur			
1	8:35a	8:40	8:43	8:46	9:00	9:06
1	9:35a	9:40	9:43	9:46	10:00	10:06
$\vdash$	10:35a 11:35a	10:40	10:43	10:46	11:00	<u>11:06</u> 12:06
1	12:35p	12:40	12:43	12:46	1:00	1:06
	1:35p	1:40	1:43	1:46	2:00	2:06
	2:35p	2:40	2:43	2:46	3:00	3:06
1	3:35p	3:40	3:43	3:46	4:00	4:06
$\vdash$	4:35p 5:35p	4:40 5:40	4:43	4:46	5:00	5:06 6:06
1	6:35p	6:40	6:43	6:46	7:00	7:06
			Sunday &	Holidays		No. I All States
	8:35a	8:40	8:43	8:46	0:00	0.00
	9:35a	9:40	9:43	9:46	9:00 10:00	9:06 10:06
	10:35a	10:40	10:43	10:46	11:00	11:06
	11:35a	11:40	11:43	11:46	12:00	12:06
1	12:35p	12:40	12:43	12:46	1:00	1:06
	1:35p	1:40	1:43	<u>1:46</u> 2:46	2:00	2:06
	2:35p 3:35p	2:40 3:40	3:43	3:46	3:00 4:00	3:06 4:06
	4:35p	4:40	4:43	4:46	5:00	5:06
	5:35p	5:40	5:43	5:46	6:00	6:06
1	6:35p	6:40	6:43	6:46	7:00	7:06

93 Wa	tt/ <b>I-80</b> -	Hillsd	ale - C	itrus H	leiahts
55 Wa		and the second sec	ugh Friday		leights
Watt	Hillsdale	Green	Auburn	Auburn	Louis
& I-80	& Madison	-back & Auburn	& Van Maren	& Sylvan	& Orlando
	LV	APP AR	LV	LV	APP AR
5:57a 6:44a	6:06 6:53	6:18 7:05	6:23 7:10	6:27 7:14	6:34 7:21
7:14a 7:44a	7:23	7:35	7:40	7:44	7:51
7:44a 8:14a 8:44a	7:53 8:23 8:53	8:05 8:35 9:05	8:10 8:40 9:10	8:14 8:44 9:14	8:51 9:21
9:14a	9:23	9:35	9:40	9:44	9:51
9:44a 10:14a	9:53 10:23	10:05 10:35	10:10 10:40	10:14 10:44	10:21 10:51
10:44a	10:53	11:05	11:10	11:14	11:21
11:14a 11:44a	11:23 11:53	11:35 12:05	11:40 12:10	11:44 12:14	11:51 12:21
12:14p	11:53 12:23	12:35	12:40	12.44	12:51
12:44p 1:14p	12:53 1:23	1:05 1:35	1:10 1:40	1:14 1:44	1:21 1:51
1:44p	1:53	2:05	2:10	2:14	2:21
2:14p	2:23	2:35	2:40	2:44	2:51
2:44p 3:14p	2:53	3:05	3:10	3:14	3:21 3:51
3:44p	3:53	4:05	4:10	4:14	4:21
4:14p	4:23	4:35	4:40	4:44	4:51
4:44p 5:14p	4:53 5:23	5:05 5:35	5:10 5:40	5:14 5:44	5:21 5:51
5:44p	5:53	6:05	6:10	6:14	6:21
6:14p 7:14p	6:23 7:23	6:33 7:33	6:38 7:38	6:42 7:42	6:49 7:49
8:14p	8:23	8:33	8:38	8:42	8:49
9:14p	9:23	9:33	9:38	9:42	9:49
		Sature	day		
8:00a	8:06	8:18	8:23	8:27	8:32
9:14a 10:14a	9:20 10:21	9:32 10:34	9:37 10:39	9:41 10:43	9:46 10:48
11:14a	11:21	11:34	11:39	11:43	11:48
12:14p	12:21	12:34	12:39	12:43	12:48
<u>1:14p</u> 2:14p	2:21	2:34	1:39 2:39	1:43 2:43	1:48 2:48
3:14p	3:21	3:34	3:39	3:43	3:48
4:14p	4:21	4:34	4:39	4:43	4:48
5:14p 6:14p	5:21 6:21	5:34 6:34	5:39 6:39	5:43 6:43	5:48 6:48
		Sunday & H	lolidays		
8:00a	8:06	8:18	8:23	8:27	8:32
9:14a 10:14a	9:20 10:21	9:32 10:34	9:37 10:39	9:41 10:43	9:46 10:48
11:14a	11:21	11:34	11:39	11:43	11:48
12:14p	12:21	12:34 1:34	12:39	12:43	12:48
1:14p 2:14p	2:21	2:34	1:39 2:39	2:43	1:48
3:14p	3:21	3:34	3:39	3:43	3:48
4:14p 5:14p	4:21 5:21	4:34	<u>4:39</u> 5:39	4:43	4:48 5:48
6:14p	6:21	6:34	6:39	6:43	6:48

## 95 Citrus Heights - Antelope Rd. 🗐 🗟



95 Antelope to Sunrise Mall		
Мо	nday through Friday	
Antelope & Roseville	Auburn & Sylvan	Sunrise Mall Main Term
LV	LV	APP AR
6:34a	6:42	6:54
7:34a	7:42	7:54
8:34a	8:42	8:54
9:34a	9:42	9:54
10:34a	10:42	10:54
11:34a	11:42	11:54
12:34p	12:42	12:54
1:34p	1:42	1:54
2:34p	2:42	2:54
3:34p	3:42	3:54
4:34p	4:42	4:54
5:34p	5:42	5:54

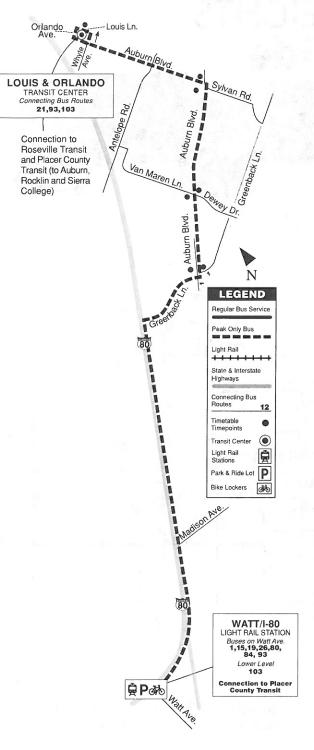
95	Sunrise	Mall to Antelope	and the second
		Monday through Friday	
1	Sunrise Mall Main	Auburn & Sylvan	Antelope & Roseville
	Term		APP
	LV	LV	AR
	7:09a	7:20 8:20	7:29 8:29
	8:09a 9:09a	9:20	9:29
	10:09a 11:09a 12:09p	10:20 11:20 12:20	10:29 11:29 12:29
	1:09p 2:09p	1:20 2:20	1:29 2:29
	3:09p 4:09p 5:09p	3:20 4:20 5:20	3:29 4:29 5:29

horhood

Route deviation service is not available on this route.

## 103 Auburn Blvd.

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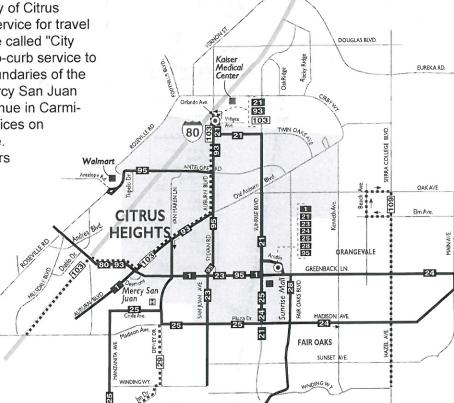
103	Citrus H	eights to Watt/	I-80
		londay through Friday	
	Louis & Orlando	Greenback & Auburn	Watt & I-80
	LV	LV	APP AR
	5:53a 6:23a 6:38a	6:05 6:35 6:50	6:15 6:45 7:00
	6:53a	7:05	7:15

103	Watt/I-80 to Citrus Heights				
Monday through Friday					
	Watt & I-80	Auburn & Greenback	Louis & Orlando		
	È LV	LV	APP AR		
	4:36p 5:06p 5:36p 6:06p	4:43 5:13 5:43 6:13	4:58 5:28 5:58 6:28		

### **Citrus Heights City Ride**

### CITRUS HEIGHTS City Ride

RT, in partnership with the city of Citrus Heights, operates a shuttle service for travel in Citrus Heights for everyone called "City Ride." City Ride offers curb-to-curb service to any destination within the boundaries of the city of Citrus Heights and Mercy San Juan Medical Center on Coyle Avenue in Carmichael, and Kaiser Medical Offices on Riverside Avenue in Roseville. City Ride connects passengers to all destinations throughout the City of Citrus Heights including shopping centers, restaurants, movie theaters. community centers, parks, schools and medical facilities. Reservations are required by calling 556-0258.



Fare: Valid RT Basic and Discount fares apply

Service Days: Monday through Friday

Service Time: 7 a.m. to 7:30 p.m.

**Connections to RT:** The Citrus Heights City Ride connects with RT at the Louis and Orlando Transit Center, Sunrise Mall Transit Center and at various bus stops in Citrus Heights **Wheelchair Accessibility:** Yes

#### Bikes Permitted: Yes

**Reservations Required:** 556-0258 (no earlier than one business day in advance) **Website:** sacrt.com/citrusheightscityride

### Exhibit B

### **Regional Transit**

### Service & Fare Change Policies



August 26, 2013

# Regional Transit

#### Service and Fare Change Policies

#### **1. INTRODUCTION**

It is the policy of the Sacramento Regional Transit District (RT) to provide quality service to all customers regardless of race, color, national origin, or income. This document formally establishes RT policy and describes several policies and procedures relating to fixed-route service changes and fare structure changes.

This document is intended to satisfy Title VI of the Civil Rights Act of 1964, Executive Order 12898, and related federal civil rights laws, which help ensure that RT's services are provided in a non-discriminatory manner, specifically with regards to minority populations and low-income populations. This document also provides guidelines for meeting the requirements of the California Environmental Quality Act (CEQA) as they relate to service changes.

Title VI requires RT to adopt a numerical standard defining what constitutes a major service change. This definition and policy is discussed in Section 2. RT's 2012 TransitRenewal also established a sunset clause for new routes which is incorporated in Section 3. RT policy requires a public hearing prior to adoption of major service changes or any changes to the fare structure. Section 4 describes RT's public involvement process for major service changes and fare structure changes in more detail.

Prior to adopting major service changes or any change to the fare structure, Title VI and federal environmental justice regulations require RT to prepare an equity analysis to determine if the proposed changes are likely to result in adverse and disparate impacts (DI) on minority populations and/or disproportionate burdens (DB) on low-income populations. These definitions and policies are set forth in Section 5. Sections 6 and 7 discuss their application with regards to service changes and fare changes respectively.

Section 8 discusses RT's requirements under CEQA as they relate to service changes.

#### 2. MAJOR SERVICE CHANGE DEFINITION

RT categorizes service changes as either minor or major according to their size and likely impact. In order to maximize responsiveness, minor service changes can be authorized by RT's General Manager/CEO. Major service changes require a public hearing (discussed in Section 4 of this document), a Title VI equity analysis (discussed in Sections 5 and 6 of this document), and approval by the RT Board.

A major service change is defined as follows:

- Creation of any new bus route exceeding 150 daily revenue miles; or
- Creation of any new light rail route or extension of any existing light rail routes; or
- Any change to an existing bus or light rail route that affects more than 15 percent of daily revenue miles



Any service change that does not meet the criteria for a major service change is considered a minor service change. Additionally, the following exceptional cases are considered minor service changes:

- Automatic elimination of a bus route according to RT's route sunset process set forth in Section 3 of this document (RT will, however, notify riders prior to the effective date)
- RT Board action to temporarily exempt a bus route from RT's route sunset process
- Schedule adjustments (RT will, however, notify riders prior to the effective date)
- Creation, alteration, or elimination of a supplemental route<sup>1</sup>
- Emergency changes made to respond to natural or man-made disasters or to a state of fiscal emergency
- Creation, alteration, or elimination of temporary or demonstration service lasting one year or less
- Creation, alteration, or elimination of special event service (RT Board approval may be necessary for certain aspects of the service, e.g., acceptance of event tickets as fare media)
- Adjustments made to major service changes after Board approval but prior to the effective date that would otherwise be considered minor changes

If an Environmental Impact Report (EIR) or an Environmental Impact Statement (EIS) has been prepared for a project, the EIR/EIS review and approval process is considered to have satisfied all review and approval requirements for a major service change, with the exception of the Title VI equity analysis, which is still required if the project meets the definition of a major service change. FTA explicitly requires a Title VI equity analysis be approved by the RT Board prior to the beginning of revenue service for any project funded by the FTA's New Starts program.

Changes to contract service operated by RT that meet RT's major service change definition are subject to RT's Title VI requirements, including RT's public hearing requirement, equity analysis requirement, and Board approval.

All revenue mile calculations made for the purpose of classifying the service change must include the cumulative impact from service changes implemented in the twelve months preceding the effective date of the proposed new changes. Light rail revenue miles are counted at the level of entire trains rather than individual light rail vehicles.

<sup>&</sup>lt;sup>1</sup> Supplemental routes are peak-only routes with no more than four daily trips that are designed to accommodate heavy passenger volumes that would otherwise overload RT's regular routes. Supplemental routes usually operate only seasonally and often must be adjusted on short notice to respond to changing demand conditions.

## Regional Transit

#### Service and Fare Change Policies

#### **3. ROUTE SUNSET PROCESS**

RT's TransitRenewal study set forth a "sunset clause" whereby newly-created fixedroute bus routes must meet RT's productivity standards within two years of implementation.<sup>2</sup> This sunset clause, as an element of TransitRenewal, was accepted by the RT Board as a guideline for future service development, and has been incorporated here as RT policy.

Pursuant to this policy, RT reviews route productivity on a quarterly basis, maintains a "watch list" of deficient bus routes, and considers ways to improve productivity, as specified in RT's Service Standards document.

If a new bus route fails to meet RT's productivity standards within two years of operation, RT will initiate an automatic elimination process (sunset elimination) that consists of the following steps:

- Staff advises the RT Board of the pending route elimination during a meeting of the Board of Directors.<sup>3</sup> At that point, the RT Board may take action to temporarily exempt the route from RT's sunset clause.
- Through a motion or a resolution, the RT Board may temporarily exempt the route in question from RT's route sunset process.
- Absent any Board action, staff will (1) determine an appropriate date for elimination,<sup>4</sup> (2) notify riders of the route's pending elimination and alternative routes, if applicable, and (3) identify areas where resources could be redeployed.

Although a route elimination would ordinarily be considered a major service change, since new routes are implemented with an understanding of RT's sunset clause, elimination of a route through RT's route sunset process is considered a minor service change. It will therefore be exempt from RT's public hearing and equity analysis requirements, and all other requirements that apply only to major service changes. As noted above, RT will notify riders prior to the route's actual elimination.

#### 4. PUBLIC INVOLVEMENT

In order to assure meaningful public involvement, especially from minority and lowincome populations, Title VI requires RT to develop a Public Participation Plan. The provisions of this section are intended to summarize RT's public involvement program as it relates to service and fare changes.<sup>5</sup>

<sup>&</sup>lt;sup>2</sup> RT's productivity standards are set forth in RT's Service Standards document.

<sup>&</sup>lt;sup>3</sup> Previous productivity reports and watch list reports may be referenced or provided to document the failure of the route to meet RT's productivity standards.

<sup>&</sup>lt;sup>4</sup> As an example, RT may want to eliminate the route when other major changes are being made, so that outreach efforts can be consolidated, printed materials will be up-to-date, etc.

<sup>&</sup>lt;sup>5</sup> The Public Participation Plan will be adopted separately. This section is intended to be only a summary.

Regional Transit

#### Service and Fare Change Policies

#### Hearing Requirement

A public hearing is required prior to the adoption of major service changes, as well as prior to any fare structure change, with the exception of Spare the Air days, temporary fare reductions (e.g., mitigating measures for other actions), and promotional fare reductions lasting no more than six months. Public hearings held for either purpose are usually held during a meeting of the RT Board of Directors.

#### Public Notice

All meetings of the RT Board of Directors are noticed pursuant to the Brown Act. In addition, prior to holding the public hearing, RT will prepare and distribute a notice to riders and members of the public, an example of which has been provided as Appendix A.

The public notice must include:

- A title and one or two sentence description of the proposed changes and a statement that RT is seeking public comments
- Notice of documents available for review (e.g., draft service plan, Title VI equity analysis, and/or CEQA documents)
- All routes that may be changed, listed by number, or, in the case of light rail lines, by name, e.g., Blue Line (service changes only)
- The date, time, and location of the hearing and transit routes serving the location
- Contact information and where to find additional information
- The final date and time to submit comments

RT will post the notice on RT's web site and will accept comments on the proposed changes for at least 30 calendar days. The notice will be posted in English as well as any non-English languages determined by RT policy on language assistance.<sup>6</sup> RT will also provide information on the hearing in RT vehicles, at major stops and stations, to applicable mailing list subscribers, and in RT's monthly newsletter, *Next Stop News*, if time permits. RT may also notify riders through press releases or through social media.

For major service changes, RT will typically hold public outreach events at major bus stops and/or light rail stations. At least one presentation will typically be made to RT's Mobility Advisory Council. RT staff may also make presentations at the meetings of other interested organizations and groups.

<sup>&</sup>lt;sup>6</sup> In addition to a Public Participation Plan, Title VI requires RT to develop a Language Assistance Plan (LAP), which will be adopted separately. The provisions of this section are intended to to be only a summary of RT language assistance policy specifically related to service and fare changes.



#### Language Assistance

If requested, and given sufficiently advance notice (usually 3 business days or more), RT will provide an interpreter (including sign language) at the public hearing. RT's Language Line service also provides interpretation services over the phone for patrons calling for additional information, to make comments, or to arrange interpretation services at the public hearing.

#### 5. EQUITY ANALYSIS – GENERAL

#### Requirements

Prior to adopting major service changes or any change to the fare structure, Title VI and federal environmental justice regulations require RT to prepare an equity analysis to determine if the proposed changes are likely to result in disparate impacts (DI) on minority populations or disproportionate burdens (DB) on low-income populations.<sup>7</sup> RT's DI and DB definitions must measure adverse effects on passengers and must be developed with public engagement. See Appendices C and D for service and fare equity analysis checklists provided by FTA.

#### **Disparate Impacts**

Title VI requires RT to analyze proposed major service changes and/or proposed changes to the fare structure to identify any possible disparate impacts on minority populations.<sup>8</sup> If a statistically significant adverse effect on minority populations is found to be likely, Title VI requires RT to provide a substantial legitimate justification, including a finding that there are no alternatives that would have a less disparate impact on minority riders but would still accomplish RT's legitimate program goals, before adopting the changes.<sup>9</sup>

FTA defines a minority person as anyone who is an American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, or Native Hawaiian or other Pacific Islander.

#### Disproportionate Burdens

Executive Order 12898 on Environmental Justice requires RT to analyze major proposed service changes and proposed changes to the fare structure to determine if

<sup>&</sup>lt;sup>7</sup> Due to the similarity of the DI and DB processes and definitions, both requirements are usually satisfied with a single equity analysis that addresses both requirements.

<sup>&</sup>lt;sup>8</sup> A disparate impact is defined as a facially neutral policy or practice that disproportionately affects minority populations where the policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect. (See FTA Circular 4702.1B, Chapter 1, Section 5.)

<sup>&</sup>lt;sup>9</sup> See FTA Circular 4702.1B, Chapter 4, Section 7.



they are likely to result in a disproportionate burden on low-income populations.<sup>10</sup> A finding of disproportionate burden requires RT to take steps to avoid, minimize, or mitigate impacts where practicable<sup>11</sup> and to describe alternatives available to low-income passengers affected by the changes.<sup>12</sup>

FTA defines a low-income person as a person whose household income is at or below the U.S. Department of Health and Human Services (HHS) poverty guidelines.<sup>13</sup> The HHS definition varies by year and household size. For 2012, poverty guidelines ranged from \$11,170 for a single-person household to \$38,890 for a household of eight. The poverty guidelines for a household of four were \$23,050.

FTA encourages transit agencies to use a locally-developed threshold for low-income status, provided that the threshold is at least as inclusive as the HHS poverty guidelines. Since survey data does not always include household size or exact household income, RT shall, when necessary, define low-income status according to the poverty guideline for a household of four, rounded up to the nearest bracket boundary. For example, if household income data is available in \$15,000 brackets, RT will consider household income less than \$30,000 to be low-income.

#### Data Sources

In accordance with FTA guidance, when feasible, RT will use data from on-board passenger surveys for Title VI equity analyses. For service changes, if sufficient onboard survey data is not available or deemed unreliable, RT may substitute demographic data on the service area of the affected routes.

When using service area data, RT uses data from the U.S. Census Bureau's most recent five-year American Community Survey aggregated at the level of census tracts. Using GIS software, RT computes a population estimate (broken down by minority and low-income status) for each affected route and for the overall RT system. As recommended by FTA, RT will usually assume a walk distance of a quarter mile from bus routes and a half mile from light rail stations.

For major proposed service changes, in addition to the above calculations, RT will prepare maps showing the potentially affected routes overlaid on a demographic map of the service area.

<sup>&</sup>lt;sup>10</sup> A disproportionate burden is defined as a neutral policy or practice that disproportionately affects lowincome populations more than non-low-income populations. (See FTA Circular 4702.1B, Chapter 1, Section 5.)

<sup>&</sup>lt;sup>11</sup> See FTA Circular 4702.1B, Chapter 1, Section 5.

<sup>&</sup>lt;sup>12</sup> See FTA Circular 4702.1B, Chapter 4, Section 7g.

<sup>&</sup>lt;sup>13</sup> See FTA Circular 4702.1B, Chapter 1, Section 5.



#### 6. SERVICE CHANGE EQUITY ANALYSIS

#### Requirements

As discussed in Section 5 of this document, RT is required to conduct an equity analysis prior to adopting major service changes. Title VI requires RT to establish a locally-developed definition for determining disparate impacts/disproportionate burdens (DI/DB) on minority/low-income populations, including thresholds for statistical significance.

#### **Definitions and Methodology**

RT uses revenue miles to measure adverse effects. Revenue miles provide an objective way of quantifying the level of service on a route as well as the impact of a proposed service change. When major service changes are proposed, RT computes the change in revenue miles for minority populations at the route level and in aggregate. This is compared to the minority percentage of RT's overall ridership.

RT's Title VI goal is for minority populations to receive at least their share of the benefits in the case of a net service increase, and no more than their share of the adverse effects, in the case of net service reductions. A disparate impact may exist if there is a statistically significant deficiency from this goal. RT defines a deficiency as statistically significant if it exceeds 15 percent.

As an example, assume that RT's overall ridership is 55 percent minority and that RT proposed a major service increase. Minority populations would be expected to receive 55 percent of the benefits, measured in revenue miles. Deviations from this goal exceeding 15 percent would be considered statistically significant. Therefore, if minority populations received less than 40 percent of the benefits, this would constitute a potential disparate impact.

If a potential disparate impact on minority populations exists, then the service change may be implemented only if: (1) a substantial legitimate justification has been prepared in written form, and (2) there are no alternatives that would have a less disparate impact on minority riders but would still accomplish RT's legitimate program goals.<sup>14</sup>

Disproportionate burdens on low-income populations are determined in like fashion, with the threshold of statistical significance also being 15 percent. If a potential disproportionate burden on low-income populations exists, then RT must take steps to avoid, minimize, or mitigate impacts where practicable.<sup>15</sup>

A sample cover sheet summarizing all key findings for a service change equity analysis has been provided as Appendix E.

<sup>&</sup>lt;sup>14</sup> FTA Circular 4702.1B, Chapter 4, Section 7a1f.

<sup>&</sup>lt;sup>15</sup> FTA Circular 4702.1B, Chapter 4, Section 7a2g.



#### **Review and Approval**

The Title VI equity analysis must be approved by the RT Board prior to adoption of major service changes. Upon adoption of the equity analysis and the service changes, RT will submit a copy of the resolution to FTA documenting the RT Board's consideration, awareness, and approval of the Title VI equity analysis.

#### 7. FARE EQUITY ANALYSIS

#### Requirements

As discussed in Section 5 of this document, RT is required to conduct an equity analysis prior to the adoption of fare structure changes (including fare reductions), with the exception of Spare the Air days, temporary fare reductions that are mitigating measures for other actions, and promotional fare reductions lasting no more than six months.<sup>16</sup> Paratransit and dial-a-ride fares are also outside the scope of FTA's Title VI fare equity analysis program.<sup>17</sup> Title VI requires RT to establish a locally-developed definition for determining disparate impacts/disproportionate burdens (DI/DB) on minority/low-income populations, including a threshold for statistical significance.

#### Definitions and Methodology

RT uses two different surveys to capture information on fare payment. First, an annual fare survey provides an estimate of ridership by mode and fare type, both in absolute and percent terms. Second, at least once every five years, RT conducts an on-board passenger survey that includes fare type, ethnicity, and household income.

When a fare change is proposed, RT uses data from the annual fare survey to determine ridership by fare type, media type, and mode (bus or light rail). Using data from the on-board survey, this data is further split into subsets for minority and low-income riders. RT then prepares a table comparing all fare categories to one another, including percent use by minority and low-income populations, and the proposed percent increase in fare.

Disparate impacts from fare changes are determined by comparing the average fare for all minority riders (aggregated over all fare types) to that for non-minority riders. RT's Title VI goal is for the percent increase in average fare for minority populations to be less than or equal to that for non-minority populations in the case of a net fare increase and equal or greater to that for non-minority populations in the case of a net fare increase decrease. A disparate impact may exist if there is a statistically significant deficiency from this goal. RT defines a deficiency as statistically significant if the rates of change differ by more than 20 percent.

<sup>&</sup>lt;sup>16</sup> See FTA Circular 4702.1B, Chapter 4, Section 7b.

<sup>&</sup>lt;sup>17</sup> See FTA Circular 4702.1B, Chapter 4, Section 1.



As an example, assume an increase is proposed to RT's single, daily, and monthly fares. RT's analysis finds that the rate of increase to the overall average fare for nonminority populations is likely to be 10 percent. Differences exceeding 2 percent (20 percent of 10 percent) are considered statistically significant. Therefore, if the rate of increase in overall average fare for minority populations exceeds 12 percent, there may be a potential disparate impact.

If a potential disparate impact on minority populations exists, then the fare change may be implemented only if (1) a legitimate justification has been prepared in written form, and (2) there are no alternatives that would have a less disparate impact on minority riders but would still accomplish RT's legitimate program goals.<sup>18</sup>

Disproportionate burdens on low-income populations are determined in like fashion. If a potential disproportionate burden on low-income riders exists then RT must take steps to avoid, minimize, or mitigate impacts where practicable and must also describe alternatives to low-income passengers affected by the fare change.<sup>19</sup>

A sample cover sheet summarizing all key findings for a fare change equity analysis has been provided as Appendix F.

#### **Review and Approval**

The Title VI fare equity analysis must be approved by the RT Board prior to adoption of any fare change, except as exempted above. Upon adoption of the equity analysis and the fare change, RT will submit a copy of the resolution to FTA documenting the RT Board's consideration, awareness, and approval of the Title VI equity analysis. See Appendix D for a fare equity analysis checklist provided by FTA.

#### 8. CEQA GUIDELINES FOR SERVICE CHANGES

The California Environmental Protection Act (CEQA) requires an Initial Study be prepared prior to adoption of any major service changes (defined by RT in Section 2 of this document) to determine if the changes are likely to have significant effects on the environment.

If the Initial Study finds that there would be no significant effects, the RT Board may adopt a Negative Declaration (ND) affirming this finding. If the Initial Study finds that there would be potentially significant effects but that they can be avoided or mitigated, a Mitigated Negative Declaration (MND) may be adopted. If the Initial Study finds that

<sup>&</sup>lt;sup>18</sup> See FTA Circular 4702.1B, Chapter 4, Section 7b3d.

<sup>&</sup>lt;sup>19</sup> See FTA Circular 4702.1B, Chapter 4, Section 7b3f.



there would be one or more significant effects which cannot be avoided or mitigated, an Environmental Impact Report is required.<sup>20</sup>

A ND/MND consists of a one-page project summary and declaration that is attached to the front of the Initial Study, both of which must be approved by the RT Board prior to adoption of the major service changes.<sup>21</sup>

#### Public Review

CEQA requires a public review and comment period of at least 20 calendar days for an Initial Study prior to adoption of a ND/MND. RT accepts comments by phone, mail, email, or testimony before the RT Board.

CEQA also requires RT to file a Notice of Intent with Sacramento County at least 20 calendar days prior to adoption of a ND/MND. If the Initial Study finds that there are no effects on biological resources, then a No Effect Determination waiver must also be requested from the California Department of Fish and Wildlife (DFW).<sup>22</sup>

Upon adoption of a ND, MND, or EIR, RT files a Notice of Determination with Sacramento County within five business days.

#### Minor Service Changes

If a minor service change is determined by the RT General Manger/CEO, or his/her designee, to be exempt from CEQA under Section 15061(b)(3) of the California Code of Regulations, a Notice of Exemption may be filed with Sacramento County.

<sup>&</sup>lt;sup>20</sup> Most transit service changes will require only a ND or MND. It would be unusual to find an EIR necessary for transit service changes.

<sup>&</sup>lt;sup>21</sup> The ND/MND will customarily be part of the same agenda item as the service changes.

<sup>&</sup>lt;sup>22</sup> DFW charges a higher administrative fee for a No Effect Determination waiver if it is not requested prior to the filling of the Notice of Intent with Sacramento County.



Service and Fare Change Policies Appendix A - Example Public Notice

#### Public Notice RT to Hold Public Hearing On Service Changes

NOTICE IS HEREBY GIVEN that the Sacramento Regional Transit District (RT) will hold a public hearing to receive comments regarding proposed changes to RT's bus and light rail system, including Bus Routes X, X, and X and the [Blue, Gold, Green] Line. If adopted by the RT Board of Directors on [Month DD, YYYY], the proposed changes would take effect on [Month DD, YYYY]. The hearing will be held on [Day, Month DD, YYYY] at the RT auditorium at 1400 29th Street. This location is served by Routes 38, 67, 68 and light rail at the 29th Street light rail station. The meeting will be streamed live on www.sacrt.com and will be replayed on Metrocable Channel 14 and at www.sacretrocable.tv.

Additional information, including the draft plan, a Title VI equity analysis, and an Initial Study prepared in accordance with the California Environmental Quality Act is available at www.sacrt.com or by request. A Notice of Intent to Adopt a Negative Declaration has also been filed with the County of Sacramento. Comments may be submitted in writing or by phone but must be received within 48 hours from the closing of the hearing. RT will provide language interpretation services if requested prior to 5:00 p.m. on [Day, Month DD, YYYY].

All comments and inquiries can be directed to RT Planning Dept., P.O. Box 2110, Sacramento, CA 95812-2110 or emailed to servicechanges@sacrt.com. To comment by phone please call 916-556-XXXX. To request documents or arrange interpretation services only please call 916-556-XXXX.



Service and Fare Change Policies Appendix B - Example Route Sunset Exemption

#### RESOLUTION NO. YY-MM-\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

#### Month DD, YYYY

#### TEMPORARILY EXEMPTING ROUTE X FROM SACRAMENTO REGIONAL TRANSIT DISTRICT'S SUNSET CLAUSE

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

WHEREAS, Route X is designated to be eliminated, pursuant to Section 3 of Regional Transit's Service and Fare Change Policies; and

WHEREAS, the Board of Directors finds that special circumstances justify that Route X be temporarily exempted from this policy,

THAT, Route X shall be exempt from the sunset clause provisions of Section 3 of Regional Transit's Service and Fare Change Policies for a period of \_\_\_\_\_.

#### [CHAIR'S NAME], Chair

ATTEST:

[GENERAL MANAGER], Secretary

By:

[BOARD CLERK], Assistant Secretary



#### Service and Fare Change Policies Appendix C - FTA Service Change Equity Analysis Checklist

FTA C 4702.1B

App. K-1

#### APPENDIX K

#### SERVICE AND FARE EQUITY ANALYSIS QUESTIONNAIRE CHECKLIST (REQUIREMENT FOR TRANSIT PROVIDERS THAT OPERATE 50 OR MORE FIXED ROUTE VEHICLES IN PEAK SERVICE AND ARE LOCATED IN URBANIZED AREAS (UZA) OF 200,000 OR MORE PEOPLE, OR THAT OTHERWISE MEET THE THRESHOLD DEFINED IN CHAPTER IV)

#### Background

Transit providers that operate 50 or more fixed route vehicles in peak service and are located in urbanized areas (UZA) of 200,000 or more people, or that otherwise meet the threshold defined in Chapter IV, must conduct a Title VI equity analysis whenever they plan a fare change and/or a major service change. Equity analyses are required regardless of whether proposed changes would cause positive or negative impacts to riders. In other words, transit providers must conduct an equity analysis for all fare changes and for major service reductions and major service expansions. Financial exigencies and other special circumstances (e.g., economic hardships, size of transit provider's service area or staff) do not exempt transit providers from the requirement to conduct equity analyses.

The checklist below is provided for the purposes of guidance only.

#### Service and Fare Equity Questionnaire Checklist

#### (1) Considerations for Service Equity Analysis

- A. Major Service Change Policy
  - □ We have briefly and clearly stated our Major Service Change Policy.
  - We have briefly and clearly explained how this particular service change meets or exceeds our Major Service Change Policy.
  - Our Major Service Change Policy is presented as a numerical standard, applies to both service reductions and service increases, and is not set so high as to never require an analysis.
  - We have included a description of the public engagement process for setting the major service change policy.
  - We have included a copy of board meeting minutes or a resolution demonstrating the board's or governing entity or official(s)'s consideration, awareness, and approval of the major service change policy.



#### App. K-2

FTA C 4702.1B

#### B. Adverse Effects

□ We have defined and analyzed adverse effects related to major service changes, paying attention to the fact that elimination of a route will likely have a greater adverse effect that a reduced frequency (headway change) in service. We have analyzed service between the existing and proposed service, and have considered the degree of the adverse effects when planning service changes.

#### C. Disparate Impact Policy

- □ We have briefly and clearly stated our policy to determine when a "disparate impact" occurs in the context of major service changes, including both service reductions and/or expansions. In particular, our agency has established a threshold for determining whether adverse effects are borne disproportionately by minority populations.
- Our agency applies the disparate impact policy uniformly to all major service changes, regardless of mode.
- Our policy describes how we engaged the public in developing our policy for measuring disparate impacts.
- We have included a copy of board meeting minutes or a resolution demonstrating the board's or governing entity or official(s)'s consideration, awareness, and approval of the disparate impact policy.

#### D. Disproportionate Burden Policy

- We have briefly and clearly stated our policy to determine when a disproportionate burden occurs in the context of major service changes. In particular, our agency has established a threshold for determining whether adverse effects are borne disproportionately by low-income populations.
- Our agency applies the disparate impact policy uniformly to all major service changes, regardless of mode
- Our policy describes how we engaged the public in developing the disproportionate burden policy.
- We have included a copy of board meeting minutes or a resolution demonstrating the board's or governing entity or official(s)'s consideration, awareness, and approval of the disproportionate burden policy.



#### FTA C 4702.1B

App. K-3

#### E. Analysis Framework

- □ We have described the dataset(s) used in the analysis and provided the reason for the dataset(s) selected, as well as the techniques and/or technologies used to collect the data.
- □ If using general population for the comparison population, we have described the geographic level (e.g., Census block, Census block group, TAZ, etc.) at which we have measured minority and low-income concentrations.
- □ If using ridership as the comparison population, we have described how we determined the minority and low-income ridership of affected routes and the system as a whole.

#### F. Assessing Impacts

- □ We have shown how the proposed major service changes would impact minority and low-income populations at the geographic level by including the following:
  - Overlay maps showing proposed service changes as well as demographic data in order to study the affected population
  - Tables showing impacts associated with each type of route or service change (e.g., routing, frequency, span of service, addition or elimination of routes).
- We have used our adverse effects definition and our disparate impact policy and compared the proportion of minorities adversely affected to the proportion of nonminorities adversely affected.
- We have provided a step-by-step description of the analytical methodology we followed to determine whether the proposed change(s) would have a disparate impact on minority populations.
- □ We have identified whether minority populations will experience disparate impacts.
- If we have determined that a disparate impact exists, we have considered modifying our proposal to remove these impacts. If we modified our proposal, we have analyzed the modified proposal to determine whether minority populations will experience disparate impacts.
- □ If we have determined that a disparate impact exists and we will make the service changes despite these impacts, we have also:
  - Clearly demonstrated that we have a substantial legitimate justification for the proposed service changes; and



#### App. K-4

#### FTA C 4702.1B

- Clearly demonstrated that we analyzed alternatives to determine whether the proposed service changes are the least discriminatory alternative.
- We have used our adverse effects definition and our disproportionate burden policy and compared the proportion of low-income persons adversely affected to the proportion of non-low-income persons adversely affected.
- We have provided a step-by-step description of the analytical methodology we followed to determine whether the proposed change(s) would have a disproportionate burden on low-income populations.
- We have identified whether low-income populations will experience disproportionate burdens.
- □ If we have determined that a disproportionate burden exists, we have also taken steps to avoid, minimize, or mitigate impacts where practicable. We have also described alternatives available to low-income passengers affected by the service changes.
  - Note: Alternatives could include the availability of other lines or services, potentially involving transfers and/or other modes, which connect affected riders with destinations that they commonly access. Depending on the nature of impacts, service-related mitigation could include strategies such as alignment or frequency changes to nearby lines or services to offer more convenient access to affected areas.
- If we are proposing a service improvement, we have analyzed accrual of benefits for minority populations as compared to non-minority populations, and low-income populations as compared to non-low-income populations, using the comparison population we selected (i.e., ridership or service area).
- □ If service is proposed to be increased and/or expanded, but minority and/or low-income populations are not expected to benefit from the expansion as much as non-minority and/or non-low-income populations, then we have explained how our agency plans to improve service to the minority and/or low-income populations.
- We have described any plans our agency has developed to restore service as additional funds become available.



Service and Fare Change Policies Appendix D - FTA Fare Equity Analysis Checklist

#### FTA Circular 4702.1B - Appendix K

(2	) Co	onsiderations for a Fare Equity Analysis
		We have briefly and clearly stated our policy to determine when a "disparate impact" occurs in the contexts of fare changes. In particular, our agency has developed policy thresholds (in terms of absolute numbers or proportions) for identifying disparate impacts.
		Our policy specifies how we engaged the public in developing our policy for measuring disparate impacts.
		We have briefly and clearly stated our disproportionate burden policy, and our policy describes how we engaged the public in developing the disproportionate burden policy.
		We have analyzed the fare media generated from ridership surveys indicating whether minority and/or low-income riders are disproportionately more likely to use the mode of service, payment type, or fare media that would be subject to the fare increase or decrease (see sample, page K-12).
	٥	We have determined the number and percent of users of each fare media proposed for increase or decrease.
		<ul> <li>Our analysis includes a profile of fare usage by group—minority, low-income, and overall ridership—as shown below.</li> </ul>
		<ul> <li>If the proposed changes would only affect certain fare media, the analysis should address whether focusing changes on those fare media may lead to a disparate impact or disproportionate burden.</li> </ul>
		We have clearly depicted the information in tabular format.
		• The table depicts the fare media comparing the existing cost, the percent change, and the usage of minority groups as compared to overall usage and low-income groups as compared to overall usage. We have clearly analyzed fare media for minority groups distinct from low-income.
		We have compared the differences in impacts between minority users and overall users.
		We have compared the differences in impacts between low-income users and overall users.
		We have analyzed any alternative transit modes, fare payment types, or fare media available for people affected by the fare change.
		<ul> <li>Analysis compared the fares paid by the proposed changes with fares that would be paid through available alternatives.</li> </ul>



Service and Fare Change Policies Appendix D - FTA Fare Equity Analysis Checklist

#### FTA Circular 4702.1B - Appendix K

- Analysis shows whether vendors that distribute/sell the fare media are located in areas that would be convenient to impacted populations.
- We have identified whether minority populations will experience disparate impacts.

□ If we have determined that a disparate impact exists, we have considered modifying our proposal to remove these impacts. If we modified our proposal, we have analyzed the modified proposal to determine whether minority populations will experience disparate impacts.

If we have determined that a disparate impact exists and we will make the fare changes despite these impacts, we have also:

- Clearly demonstrated that we have a substantial legitimate justification for the proposed fare changes; and
- Clearly demonstrated that we analyzed alternatives to determine whether the proposed fare changes are the least discriminatory alternative.

If we have documented a disparate impact or a disproportionate burden, we have explored alternatives and mitigation, including the timing of implementing the fare increases, providing discounts on passes to social service agencies that serve the impacted populations, and other alternatives as appropriate.



Service and Fare Change Policies Appendix E - Service Change Equity Analysis Template

Project Title/Descript	ion		
		CURRENT SYSTEM STATISTICS	
RT Average Weekda <sup>Bus and Light Rail</sup> Minority Ridership:	y Ridership:	ne se	% (A1)
Low-Income Ridersh	in:		% (B1)
Household income less than Data Source for Dem	\$30,000		
Ex: 2010 On-Board Survey	lographico.		
		SERVICE CHANGE IMPACTS	
Data Source for Dem Ex: 2010 On-Board Survey (should match above)	ographics:		
Net Revenue Miles: Annualized	All Riders:		
	Minority:		% (A2)
	Low-Income:		% (B2)
Disparate Impact:	□ Yes □ No	Is there an adverse disparity between A1 ar RT's 15 percent threshold of statistical sign If yes, then the change may be implemented only if (1) has been prepared in written form and (2) there are no disparate impact on minority riders but would still accor- goals.	ificance? a substantial legitimate justification alternatives that would have a less
Disproportionate Burde	n: □ Yes □ No	Is there an adverse disparity between B1 ar RT's 15 percent threshold of statistical sign If yes, then RT must take steps to avoid, minimize, or r and must also describe alternatives available to low-inc	ificance? nitigate impacts where practicable
Prepared by:		Analyst	Date
Reviewed by:		Senior Staff	Date



#### Service and Fare Change Policies Appendix F - Fare Change Equity Analysis Template

Project Title/Description								
			Current <u>Avg. Fare</u>		Projected <u>Avg. Fare</u>		ercent hange	
Overall RT Ridership				··· ··				(A)
Minority Riders							a para s 85 Milia - San	(B)
Non-Minority Riders			n					(C)
Low-Income Riders								(D)
Non-Low-Income Riders					14 95 914			(E)
Attach supporting tables showing	ng cha	ange in fai	res broken down by f	are cate	gory and minor	ty/low-incor	me status.	
Source for Fare Breakdo Ex: FY 2013 Fare Survey	owns							
Source for Fare Demogr Ex: 2010 On-Board Survey	aphi	CS:						
DI Threshold = Note: Use 80% multiplier for fare redu	ction		(C)	x	120% Multiplier		Threshold	
Disparate Impact:		Yes No	Does (B) exceed If yes, then the chan has been prepared in disparate impact on goals.	ge may l n written	be implemented form and (2) the	re are no alt	ernatives that	would have a less
DB Threshold = Note: Use 80% multiplier for fare reduction		(E)	x	120% Multiplier		Threshold		
Disproportionate Burden: Ves No		Does (D) exceed the DB threshold? If yes, then RT must take steps to avoid, minimize, or mitigate impacts where practicable and must also describe alternatives available to low-income passengers affected.						
Prepared by:			Analyst				Date	
Reviewed by:			Senior Staff		ner -		Date	

### <u>Exhibit</u>C

Regional Transit

# **Customer Services & Fares**

#### Single & Daily Pass Fares

If you are:	Your fare is:	Single	Daily Pass	
Age 19 - 61	Basic	\$ 2.50	\$ 6.00	
Senior (age 62 and over)	Discount	1.25	3.00	
Disabled	Discount	1.25	3.00	
Student (age 5 - 18)	Discount	1.25	3.00	

#### **Pre-Paid Tickets**

	# of Tickets	Book Price
Basic Single Fare	10	\$ 25.00
Discount Single Fare	10	12.50
Basic Daily Pass	10	60.00
Discount Daily Pass	10	30.00

#### **Monthly Passes & Stickers**

Basic Monthly Pass	\$ 100.00
Basic Semi-Monthly Pass	50.00
Senior/Disabled Sticker	50.00
Senior/Disabled Semi-Monthly Sticker	25.00
Super Senior Monthly Sticker (age 75 and over)	40.00
Student Monthly Sticker	50.00
Student Semi-Monthly Sticker	25.00

Stickers must be affixed to an RT Photo ID for use as a monthly pass.

#### ALL FARES ARE SUBJECT TO CHANGE

FARES ARE NOT TRANSFERABLE, REFUNDABLE OR EXCHANGEABLE

#### Parking Pass

Monthly Parking Pass

\$ 15.00

A daily parking pass can be purchased at the Park-Pay-and-Ride parking kiosk by entering the four-digit space number and paying \$1 when prompted. A receipt will be given.

#### **Fare Categories**

#### 1) Basic

All passengers must pay the Basic fare unless eligible for Discount fare or free fare.

#### 2) Discount

Requires certain forms of identification (ID) or age verification as follows:

a) Seniors (age 62 and over), Individuals with Disabilities and Medicare Cardholders - Proof of indentification is required upon boarding, and can include an RT Senior or Disabled photo ID card, a Senior or Disabled photo ID card issued by another transit agency, a driver's license, a State of California ID card, a passport or identification card issued by any governmental entity containing a photo of the cardholder (and also showing verification of age - for Seniors only). A Personal Care Attendant (PCA) of individuals with disabilities may ride for the Discount fare if he or she is accompanying an individual with disabilities who possess an RT Disabled photo ID card with an Attendant eligibility notation. PCAs must have the same beginning and ending destination as the disabled passenger.

b) **Super Senior (age 75+)** - Proof of age verification is required to purchase a Super Senior monthly sticker. The Super Senior monthly sticker is only available for purchase at RT's Customer Service and Sales Center located at 1225 R Street.

c) **Students (age 5 - 18)** - Must be pursuing a high school diploma; eligible to purchase RT monthly Student stickers with an RT Student photo ID card. RT Student stickers must be affixed to an RT Student photo ID card, not a school ID. **Students are eligible to purchase Discount single fares and daily passes with their school ID.** 

d) **Class Pass** - RT offers the Class Pass, which permits unlimited use for groups traveling during the hours of 9 a.m. - 3:30 p.m. The Class Pass is available to any group with 10 or more students who are pursuing a high school diploma. The cost of the Class Pass is \$2.50 for each student and \$5 for each accompanying adult.

RT Customer Service Representatives are available to answer questions about your group travel. Please call RT at 321-BUSS (2877) at least 10 business days before your day of travel.

RT photo ID cards are only available at RT's Customer Service and Sales Center - see page 4 for details

#### Exhibit D Cost For Service

The following methodology will be used to determine the annual costs for service:

#### Summary:

For each year of the Contract, Citrus Heights will remit its entire apportionment of Transportation Development Act (TDA) funds to RT less the allowable transit-related administrative fees. These funds consist of LTF (Local Transportation Funds) and STA (State Transit Assistance) funds. These funds will be reduced by the allowable transit-related administrative fees, determined as set forth in the following paragraph.

#### Calculation of Admin Fees:

The allowable annual administrative fee for Fiscal Year 2015 is \$233,581. Each subsequent year, by April 30, the City must provide RT with a schedule of the budgeted and actual costs for the prior fiscal year. During the following fiscal year, the City's may claim its actual prior fiscal year transit related costs, not to exceed the initial admin fee of \$233,581 adjusted annually, based on the All Urban Consumers Price Index (West Size Class A).

Note: The CPI percentage should be based on the All Urban Consumers Index (West-Size Class A). RT reserves the rights to review the administrative fees.

#### Calculation of Revenues:

The billing amount is based on the SACOG apportionment schedule. This schedule is provided to the region between March and April. This schedule will be initially used to estimate the first year's cost for service. The following year, upon receipt of the revised apportionment schedule, a revision will be made to reconcile to the final LTF and STA revenue numbers, at which time RT will update the calculation and adjust the billing accordingly, as shown below. At the same time, SACOG will provide the future year's LTF and STA estimate; RT will use that information to create a revised Exhibit D for the applicable Fiscal Year.

#### For FY2015, the methodology is:

#### Initial Budgeted Amount:

Estimated LTF funds (as approved by SACOG):	\$2,836,631
Estimated STA funds (as approved by SACOG):	\$414,423
Total Revenues:	\$3,251,054
Fixed administrative fee:	<u>(\$ 233,581)</u>
Net Charge for Service due to RT:	\$3,017,473

# Reconciliation (complete around March 2015)

Change to Estimated LTF funds:

Change to Estimated STA funds:

Admin costs (no change required):

Net change to billing:



### **CITY OF CITRUS HEIGHTS**

#### CITY COUNCIL STAFF REPORT MEMORANDUM

SUBJECT:	Letter of Public Convenience and Necessity Hop Crawler – 7291 Greenback Lane
	Lieutenant David Gutierrez
	Alison Bermudez, Associate Planner
	Colleen McDuffee, Planning Manager
FROM:	Rhonda Sherman, Community Services Director
	Christopher W. Boyd, City Manager
TO:	Mayor and City Council Members
DATE:	December 14, 2017

#### Summary and Recommendation

The City's authority to issue Letters of Public Convenience and Necessity (PCN) provides the City Council the ability to approve or deny alcohol license applications when the area surrounding the proposed location has "undue concentration" of licenses. The current request is to allow the issuance of a Type 42 license for a new business "Hop Crawler". A Type 42 license allows for the sale of beer and wine for on-site consumption and packaged product retail sales. Hop Crawler is a new business whose primary focus is retail sales through the filling of approved containers with local craft beer for take-home purposes.

*Staff recommends approval*, for the following reason:

Hop Crawler is a unique business concept that does not exist in the local area. Staff supports the request for issuance of a PCN and the following motion is recommended:

Motion: Move to approve the Letter of Public Convenience and Necessity that will allow for the issuance of a Type 42 license for the sale of beer and wine for Hop Crawler located at 7291 Greenback Lane.

#### **Fiscal Impact**

No fiscal impact.

#### **Background**

#### Letter of Public Convenience and Necessity / ABC Requirements

The California Department of Alcoholic Beverage Control (ABC) requires an applicant to obtain a PCN from the affected jurisdiction, in areas of undue concentration. As defined in the California Business and Profession Code section 23958.4(a) undue concentration exists when:

- The applicant's premises are located in a crime reporting district that has a 20 percent greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the local law enforcement agency's jurisdiction.
- For both on-and-off-sale retail license applications, the ratio of on-and-off-sale retail licenses to population in the census tract in which the applicant premises are located exceeds the ratio of on-and-off-sale retail licenses to population in the city in which the applicant premises are located.

An area of undue concentration is commonly found in commercial areas because these areas are primarily comprised of retail and office uses, and typically fewer residents live in these census tracts.

#### City Municipal Code: PCN Procedures

Chapter 4.60 of the Citrus Heights Municipal Code regulates the issuance of PCN's. In essence, the Chapter outlines a process by which a variety of departments and agencies review PCN applications. Department review is related to any current or past problems at the proposed location, including criminal activity, building code violations, business license renewal, zoning approval, health violations, zoning enforcement and complaints to ABC. Each department reviews the application and can recommend denial based upon problems with the site. The City Council is not obligated to approve the license request even if the business has not violated any department's provisions. While Chapter 4.60 contains standards for reviewing departments to recommend denial of this type of application, it does not contain any standards for approving such applications and determining "public convenience and necessity" are met. There are no criteria for spacing of these uses or other limitations found within the Code. The Council has the full discretion to approve, or deny the PCN request. The City Council's action will be forwarded to ABC.

#### Hop Crawler Application

Hop Crawler is a unique business and will be the first "filling station" in the local area. A filling station offers a variety of beers on tap, mostly local craft beer products not available in the mass market. At a filling station, customers purchase a container and have it filled with beer of the customer's choice. The empty container, called a growler or crowler, is purchased on-site, filled, sealed, and labeled according to ABC regulations thereby allowing legal transportation to the consumer's destination. Filling station operation requires the issuance of a Type 42 license. Although a Type 42 license allows the consumption of products on-site, it also allows packaged

retail sales for off-site consumption. Hop Crawler's focus is filled container retail sales; the only on-site consumption will be regulated sampling of the products prior to purchase.

Hop Crawler will be located within the Safeway Shopping Center at the corner of Greenback Lane and San Juan Ave. The center is within Census Tract 81.36 and is considered over concentrated by ABC standards. As shown on the map provided as Attachment 1, the census tract has seven issued on-sale licenses (restaurants and bars) exceeding the allowed number of licenses by ABC standards. Of the seven existing licenses two are specialty licenses, four are associated with a restaurant, and one is a traditional on-sale location (bar). Hop Crawler would be the eighth license in the census tract but would be the only business with a filling station.

The applicant has provided an overview of the business concept (Attachment 2) including operational plan, conformance with ABC regulations, target audience, future goals, and information on the containers and the filling process.

#### City Alcohol Ordinance Requirements

In order to capture the emergence of the craft beer industry, in 2015 the City's Zoning Code was amended to provide a streamlined, business friendly permit review process allowing the operation of a brewery/tavern without a Use Permit if the business closed no later than 10 p.m. Sunday through Thursday, and 11 p.m. on Friday and Saturday. Hop Crawler, considered a brewery by Zoning Code definitions, will meet these operational restrictions and therefore does not require a Use Permit.

#### Analysis & Recommendation

The planning division and police department staff met on several occasions with the business owner and reviewed the business model and operational plan. Based upon the information provided by the applicant (Attachment 2), staff believes the issuance of the Type 42 license will meet a Public Convenience and Necessity based upon the following:

- Hop Crawler will serve as a convenience as they will operate a filling station where consumers will have the ability to purchase craft beer from local breweries not typically found in retail stores without having to travel to the individual brewery;
- This is a unique business and cannot be found in the local area; and
- The applicant has demonstrated their proposed business will operate in a manner that will not be a burden to police services and will provide a community benefit.

Subject: Letter of Public Convenience and Necessity Hop Crawler Date: December 14, 2017 Page 4 of 4

#### Public Outreach

A public hearing notice for the project was published in a newspaper of general circulation and mailed to property owners within 500 feet of the project boundaries. Notification of the application was provided to the Arcade Creek Neighborhood Association and at the time of writing this report, no comments have been received on the application.

#### **Conclusion**

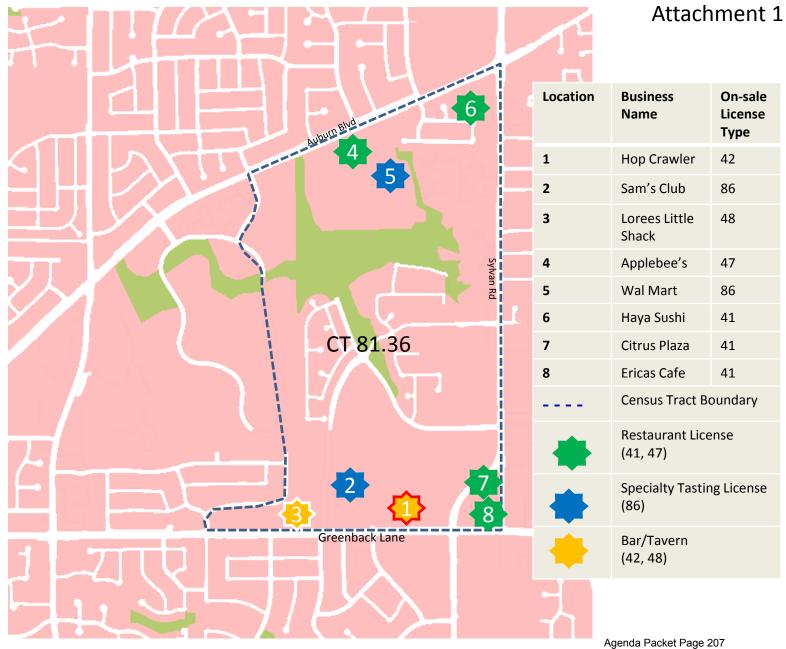
Based upon the information discussed in this report, staff recommends approval of the Letter of Public Convenience and Necessity.

Motion: Move to approve the Letter of Public Convenience and Necessity that will allow for the issuance of a Type 42 license (on-sale beer/wine) for Hop Crawler located at 7291 Greenback Lane.

Attachments:

- 1. Census Tract Map
- 2. Applicant's Business Plan and Justification

### **On-Sale Locations within Census Tract**



#### Tuesday, October 17th of 2017

#### Statement of Justification

To The Council of Citrus Heights,



Our latest venture will utilize the space that is currently Omega Vapor Supply (Located at 7291 Greenback Lane, Suite 1 [Next to Cash Advance America & Sprint]), but will completely disband the brand and signage of our current business model; our new DBA is titled Hop Crawler, a play on words of the conventional "bar-crawlings and bar-hopping" with the additional connotation of Hop as a critical ingredient of all beer. Our mission is not to replace the conventional Spirits Bars, or act as a liquor store. Our mission is focused on the art of craft beer in a very unconventional method. This will sunset the entire Omega Vapor Supply brand and there will be no longer any sales of electronic cigarettes or smoking cessation tools.

We will be first to market to make a necessary change to the conventionalism of 2AM spirits bars, whereas we will focus on understanding the art and rich history of beer that spans thousands of years, and we will do so with a medium powered by local breweries, having spotlights for brewers and breweries to visit and hold workshops to learn more about the types of beer (which is much more vast than what is sold at liquor stores and bars). We plan to have tasting classes, much like fine wines and coffees, to understand the depth, breadth and complexities of each beer, based on ingredients and brewing styles.

The interior will have a warming feel, one reminiscent of popular coffee shops such as Starbucks® and TEMPLE®. This transformation will occur after we procure proper licensing from Citrus Heights and ABC. ABC has played a pivotal role to help ensure that we fully comply with all regulations and has been as welcoming of the new idea as Citrus Heights City staff. We could not execute our plans properly without the guidance of the two agencies so welcoming to the transformations of location. During this transformation, our doors will be closed for a full facelift that focuses on our business model.

We will maintain hours to appeal to professionals of our fine city and to mirror current traffic of the complex our business is located in. We will not remain open past 9PM and will limit all alcohol consumption to sample volumes. Our motivation is to create a flagship location, outlined in full within our business plan, as a platform for our end goal of franchising across California and The United States in full.

In closing, we feel Hop Crawler will be a fine fit to the positive transformations that are occurring within the city of Citrus Heights. Citrus Heights is a young city, but with vast potential of growth due to the expedient drive visible with all the improvements that have occurred since the incorporation of the city.

Adam Marks,

President and Chief Operations Officer

#### AMERICA'S TINEST BREWS HIGH B

# FLAGSHIP PROPOSAL

# 7291 GREENBACK LANE SUITE 1 CITRUS HEIGHTS, CA 95621

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# TABLE % CONTENTS

**Executive Summary** 1 **Mission Statement** 2 3 **Organization & Management** 4 **Funding Request** 5 **Company Description** 6 **Flagship Operation Hours** 7 Service & Product Line **Financial Projections** 8 9 Market Analytics Common Questions & Terminology 10

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The partnership of Paul Lamberty and Adam Marks began in 2014 with the venture of Omega Vapor Supply. This goal was solely focused on cigarette smoking cessation. During this time Paul Lamberty and Adam Marks have continued to define roles for ourselves and our employees that drive brand integrity through a chain of suppliers and wholesalers. However, with the downturn of our current market caused by legislation, we have chosen to sunset our current brand identities and begin a new venture. We will remain as vigilant to the growth of our brands and continue to be an example of a business run with customer service as a sole principle that will always be the most critical part of all of our business ventures.

NERICA'S TINEST BREWS

Hop Crawler will operated by owner-managers Paul Lamberty and Adam Marks, under the limited liability company AMPL Supply LLC. We will run our business as our previous businesses, with Paul Lamberty being the Chief Executive, focusing efforts on strategic command of the health and growth of our business. Adam Marks will focus energies on the development of branding, marketing, and customer experience. Our initial aim after approval is to obtain a Type-42 license from ABC and begin brand development and franchise development. All stores will be required to notate "Founded in Citrus Heights, California"

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# MISSION Statement

# "Hop Crawler provides an extensive library of local craft beer, sustaining the local economy, and from field to bottle, we strive to absolute excellence."

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# ORGANIZATION And MANAGMENT

#### **Executive Team:**

Chief Executive Office: Paul Lamberty President and Chief Operations Officer: Adam Marks

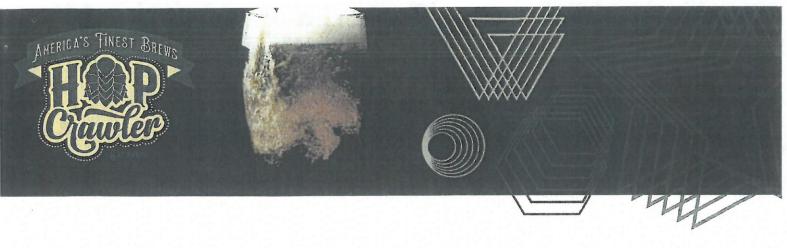
#### **Employment Opportunities:**

We will follow all equal opportunities for employment and will require all employees to be of the age of 21 and will undergo training including but not limited to responsible alcohol consumption, crafting of beer from the growth of the plant to the style of the beer of which is served using common terms that will clearly state the ABV (Alcohol by Volume in percentage) and IBU (International Bitterness Unit).

We will not require any employees to consume any products we sell based on religious or other requirements satisfied by the employee (e.g. pregnancy, religious or theological requirements) but will require extensive training and knowledge of the products we sell.

We will also require employees to impress upon all patrons about safe alcohol consumption and will have all Federal, State, and City Surgeon General statements and notifications.

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## SEED FUNDING Requests & Inquiries

Hop Crawler is not currently accepting any seed or venture funding for Q3-Q4 of 2017, but will revisit any and all funding and investment opportunities in Q3 of 2018 during the franchise timeline.



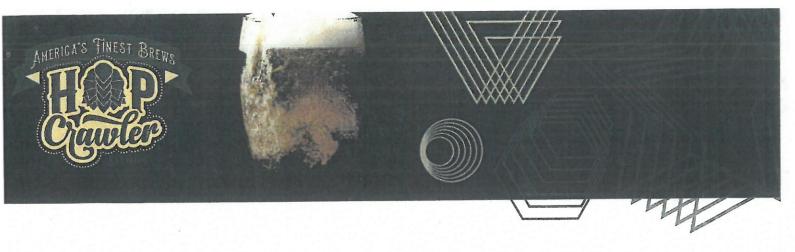
Hop Crawler, a play on words that is reminiscent of fine craft beers. During the transformation, we will be installing taps that will consist of local microbrews from around the Sacramento and surrounding locations. We will not carry any common beers (Coors, Budweiser, Miller, et cetera) and will focus on the most popular and sought-after microbrews from local breweries such as Track-7, Rubicon, Mraz, as well as superbly popular brews from the Northern California region.

AMERICA'S TINEST BREWS

The beers will be bottled in-house with sizes ranged from 64-ounce growlers, 32-ounce growlers, and 16-ounce bottles (our bottles will be select and very limited). This venture utilizes the Type 42 ABC license noted as general sale with on-site consumption with restriction to hours of operation; which was recommended by both Citrus Heights & California ABC.

The transformation will bring new life to our unit, providing a Starbucks®-like feel, where patrons will be limited to no more than three 4-ounce tumblers total for sampling purposes only. Our mission is to provide a nexus of local breweries where an individual can purchase an array of brands without traveling around the greater sacramento area.

Per our current standard, no patron under the age of 21 is allowed to enter our premises and we will continue to provide that level of abidance to all laws set forth. We do not aim to be a pub or a 'watering hole', but a stop-and-shop where individuals can place orders online or over-the-phone to picked up with valid ID or Driver License. We estimate the entry-to-exit time to be no more than 20 minutes per patron.



# FLAGSHIP LOCATION Hours of Operation & Security

Our hours of operation are projected to run from 1PM to 9PM Monday-Sunday, preventing unwanted "drinker's bar" experience of the patrons who are solely focused on understanding and enjoying the artisan craft beers and select local wines.

We will work with our entitled security provided with our lease and expand upon that with full-time and part-time security employees if needed. We are seeking to emphasize the craftsmanship of beer making and not create an unsafe environment for any patron of the age 21 or older. We will utilize these employees to verify age of all entrants into our place of business.

## SERVICE And PRODUCT LINE

Hop Crawler's sole focus is the exposure to small microbreweries of the greater Sacramento area and the surrounding Northern California area. Hop Crawler will be purchasing kegs (15.5 Gallons) of each microbrew and will be broken down for patrons in 64-ounce and 32-ounce growlers, as well as 16-ounce bottles, all prepared with amber glass.

MERICA'S TINEST BREWS

We will be expanding through 2017 to expand into a full-fledged delivery service where patrons can order online using a third-party service that verifies identifications, and as a further check and balance, the purchaser must sign and provide visual proof when we deliver our products in Hop Crawler branded vehicles. This will be based on a first-come, first-serve basis where an individual can schedule delivery based on availability. During sporting events, we expect to have lead times 7 days in advance. We will start at a 25-mile radius and expand as rapidly as we can employ individuals. All drivers will be required to pass a criminal background check, including, but not limited to any DUI or Open-Container violations, which will bar the individual from employment.

Beyond 2017, we expect to begin the process of allowing franchise business owners, who must abide to our strict market image, as our intellectual property (design, marketing materials, et. cetera) is absolutely critical to the success of Hop Crawler as a global brand, founding in the great city of Citrus Heights, California.





#### Initial Projections

AMERICA'S TINEST BREWS

Q4 2017 Gross Projection: \$250,000-\$300,000 Q1 2018 Gross Projection: \$400,000 Q2 2018 Gross Projection: \$500,00

#### **Future Projections**

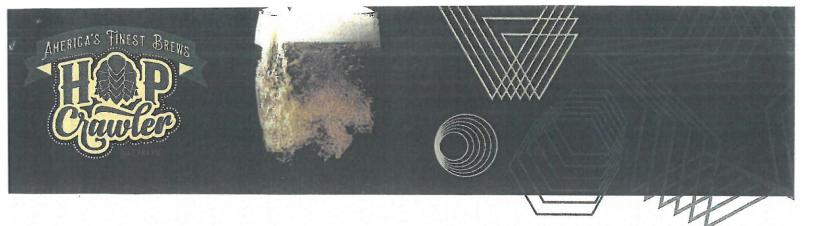
Future Projections will be revisited in Q1 in 2018, to focus on the franchise development.

(These projections are based on in-store & delivery-based sales.)





- During our development, we currently do not have local competition, and we find our expedited actions to be critical to the growth of our business.
- Our market analysis will fulfill a niche market that Citrus Heights succinctly requires, with expected clientele based on household income of \$75,000+.
- Because of the unique nature of this business, we will advertise to markets outside of Citrus Heights, including clients from surrounding cities such as Roseville, Folsom, and Midtown Sacramento.
- We will utilize all digital marketing options, including but not limited to Facebook, Twitter, Instagram, as well as paid marketing such as AdWords and Print Advertisement in media such as SacTown magazine and Sacramento News and Review.



## COMMON QUESTIONS & Beer-Related Terminology

- IBU: What is IBU and how does it effect each beer? IBU, or International Bitterness Unit, is the common measurement to how bitter or tanic a beer can be. Coors® is often considered much more mild in terms of bitterness and maintains a low IBU where as darker beers like many craft beer and Sierra Nevada® Ales will be much higher, as their bitterness increases. This is caused by the ratio of hops to rice or barley.
- ABV: What is ABV and how is it measured? ABV, or Alcohol By Volume, is measured in percentage of the liquid volume at any size. Standard American style beers like Coors® maintains relatively low alcohol content between 5-6%, usually not notated on the can. The craft brews we sell will range from 4-8% and will all be notated so the consumer understands the alcohol content of their beverage. For contrast, both white and red wines range from 10-15%, while blush wines are lower due to a shortened fermentation period. Moreover, grain liquor like Vodka or Whiskey follow standards based on region but are all roughly 40% ABV or 80 PROOF.
- Proof: What is Proof relative to ABV? Alcohol proof in the United States is defined as twice the percentage of alcohol by volume. Consequently, 100-proof whiskey contains 50% alcohol by volume; 86-proof whiskey contains 43% alcohol. In the United States the term "degrees proof" is normally not used.

Keg: What is a Keg? A Keg is a container where the beer is sealed post production by the manufacturer. When passing from Keg to Growler, the keg is to be punctured and using nitrogen the beer is expelled from the keg to the glass or growler for consumption. Growler: What is a Growler? A Growler is generally a glass bottle generally sized at 64 fluid ounces and 32 fluid ounces. This is the common medium for safe transportation as our growlers will have a sealer band during the transportation of our business to residence.

ić.



AMERICA'S FINEST BREWS

To Be Enjoyed From The Safety and Comfort of Your Home

SST.MMXVII

Hop Crawler and our ability to fill both class bottles, 'Growler', on-site and ready to be enjoyed from the luxury of your home. as well as the revolutionary 'Crowler' a canned version filled Lhe Beer Enthusiast will be given a myriad of options with

# The Growler

The Traditional method of beer-to-go is the glass growler, ranging from 16-64 ounces of beer and has a shelf-life of 1-2 weeks. This is common-place in the industry and has been used for decades to fill and house microbrews from keg to glass.



# The Crowler®\*

Ball®, the leading brand of aluminum cans, the likes of which major brands such as PepsiCo and Coca-Cola have used to house their beverages has innovated a system where small businesses can fill and safely seal beverages at their leasure ensuring a much longer shelf-life relative to Growlers.



Color: Silver Material: High-Recycle Aluminum Safety Sealing: In-house pressure-closure

Size Availability: 32oz, 16oz, 12oz

\*CROWLER IS A REGISTERED TRADEMARK OF BALL INDUSTRIES

# The Classic, The Growler A Classic On The Pleasure of Beer Consumption

FINEST BREWS

AMERICA'S

become a flagship carrier of all types of beer; a classic forever. SST.MMXVII dating back over a century, and through technologies, has The Growler is a true classic to the beer connoisseur,

requirements of proper sanitation. Each Growler will come ready for pour production Our Growlers will be sold as a package with every fill, and will not be reused per and sealing to ensure the highest quality and satisfaction of our customer-base.

Agenda Packet Page 223



To Pour Line & Tap From 38°f Keg

Sealed, Properly Labeled for Brand, ABV, & IBU Once Filled, The Growler will be Shrink-band For Safe-Travel to The Comfort of Home











AMERICA'S TINEST BREWS	There are many delivery services, including but not limited to quick eats; beer, wine, & spirits deliveries; and almost anything you can buy can be delivered to your door with haste.	a delivery system ch location will have ing selection of craft ation, we take the to a 2-step ID Check.	Enjoyment
ay should Be	es, including bu deliveries; and your door with	s, as we will provide s or a phone-call. Ea fe-travel of our amazi th our in-store verific ously and will adhere	Order Delivery Vetted driver will require a second layer of ID Verification
A Click or Call Away Hop travier is Hastle-Free, The Way It Should Be	There are many delivery services, including but not limited to quick eats; beer, wine, & spirits deliveries; and almost anythin you can buy can be delivered to your door with haste.	Hop Crawler will not be an exception to this, as we will provide a delivery system that gets your order to you with a few clicks or a phone-call. Each location will have proximity-based delivery that allows for safe-travel of our amazing selection of craft beers from The Sacramento Region. As with our in-store verification, we take the legal age of alcohol consumption very seriously and will adhere to a 2-step ID Check.	Order Fill & Prep All Orders are filled upon request and Quality Assured
ck o r Is Hast	e many s; beer uy can	will not r order t sed deliv he Sacra ulcohol c	ment r Is ve using tr.net
A Clic Hop crawler	There are quick eat: you can b	Hop Crawler that gets you proximity-ba beers from T legal age of a	Order Placement Once Order Is Recieved, we verify age using AgeChecker.net
			Agenda Packet Page 225



#### **CITY OF CITRUS HEIGHTS**

#### CITY COUNCIL STAFF REPORT MEMORANDUM

SUBJECT:	Approval of Neighborhood Improvement Project (NIP) Funding Applications
FROM:	Ronda Rivera, Assistant City Manager Katherine Cooley, Assistant to the City Manager
TO:	Mayor and City Council Members Christopher W. Boyd, City Manager
DATE:	December 14, 2017

#### Summary and Recommendation

The City of Citrus Heights is committed to supporting quality of life issues within Citrus Heights. Each year since incorporation, the City Council has allocated funds to support capital projects and programs that address quality of life issues. In Fiscal Year 2017-2018, the City Council implemented a competitive NIP application process for neighborhood association projects. City staff reviews the applications and makes a recommendation to the City Council for funding. The deadline for submitting applications for the Fiscal 2017-2018 budget year was September 30, 2017. City staff received five NIP applications from three neighborhood associations. Staff has reviewed the applications and is recommending the City Council approve four of the applications submitted.

#### Fiscal Impact

The City Council allocated \$15,000 for the NIP program for Fiscal Year 2017-2018. The NIP applications received as of September 30, 2017 total \$5,075. Staff is recommending approving four of the NIP applications for a total of \$4,897 as shown below:

Neighborhood Association	Project	Application Amount	Staff Award Recommendation
2	Project Lifesaver	1,500	1,500
10	Turkey Crossing Signs	178	-
10	Sylvan Community Center Bench	1,316	1,316
10	SOAR Serves Seniors	600	600
11	SJUSD Skycrest Picnic Tables	1,481	1,481
Total		5,075	4,897

#### **Background and Analysis**

The City of Citrus Heights has supported neighborhood associations since the City incorporated in 1997. Recognizing the value of community involvement, the City has budgeted funds each year to support the associations' operating expenses and projects. For Fiscal Year 2017-2018, the City Council has adopted a competitive grant process to empower associations to create their own projects and programs as determined by the residents. The FY 2017-2018 NIP Application Form was distributed to all neighborhood associations beginning in June 2017. The City received five funding applications by the September 30 deadline from three neighborhood associations. See Attachment 1 for a summary of the applications received as well as a summary of projects completed in Fiscal Year 2016-2017.

Neighborhood Association 10 (SOAR) submitted an application for turkey crossing signs. Staff is not recommending the City Council approve funding this request at this time. In general, the General Services Department (GSD) recommends that prior to any new sign installations the City should develop a standard practice for animal crossing signs including research to determine if these signs are effective in reducing vehicle-animal related collisions. Research could include statistics regarding driver impact on local wildlife, but would require time and staff resources.

Previously, the multi-jurisdictional Neighborhood Traffic Management Team had discussed requests for animal crossing signs. The team did not support animal crossing signs as observations indicate that signs that bring attention to situations that do not occur at specific locations nor are consistently present, have little impact on driver behavior. Instead, the Traffic Management Team has found that these types of signs contribute to sign pollution and can cause additional distraction. GSD also had concerns regarding safety and liability should an unessential sign injure an individual.

City staff has provided all of the neighborhood associations with the NIP application form for funding requests for Fiscal Year 2018-2019. The applications are by December 31, 2017 for funding consideration for the Fiscal Year 2018-2019. The matching funds requirement also becomes effective in Fiscal Year 2018-2019 at the 5% level. Neighborhood associations will be required to provide 5% matching funds unless the project is a partnership with a non-City funded partner.

#### Conclusion

Staff recommends the Council approve a resolution authorizing neighborhood funding awards as outlined in this staff report.

#### Attachments:

- (1) Summary of NIP Applications\*
- (2) Resolution 2017-\_\_\_\_ Approving the Neighborhood Improvement Project Awards for Fiscal Year 17/18

\*Original applications on file and available upon request

#### Neighborhood Improvement Project Funding Applications Fiscal Year 2017-2018, Available Funding \$15,000

NA #	Project Name	Project Description	FY 17/18 Requested Amount	Matching Funds	Total Project Cost	Staff Comments	FY 16/17 Project(s)	FY 16/17 Award
Applic	ations Submitted							
2	Project Lifesaver	To provide 6 devices to residents who have Alzheimer's disease, autism or other conditions that make them likely to wander away from caregivers.	1,500	-	1,500	CHPD continually adds clients to this useful program	Project Lifesaver	1,750
10	Turkey Crossing Signs	To install 2 crossing signs to slow traffic.	178	-	178	Prior to any new installations the city should determine standard practice for animal crossing signs include research into sign effectiveness.		
	Sylvan Community Center Bench	To install 1 bench at Sylvan CC with SOAR's logo.	1,316	619	1,935	NA 10 will work in cooperation with city staff to determine bench specifications in accordance with city guidelines. Installation costs are not included in this budget.		
	SOAR Serves Seniors	To partner with Meals on Wheels and Lions providing additional food, clothing, paper products, pet food and toys in re-usable bags to 24 Seniors.	600	600	1,200		Food for Seniors	247
			-	-	-		SOAR Senior Health Fair	1,500
11	SJUSD Skycrest	To provide round picnic tables for the school.	1,481	1,481	2,962	Applicant has confirmed SJUSD will match 50% of the project costs	SJUSD Kingswood tables & trash cans	1,422
			-	-	-		NA 6 Sign Toppers	175
•	plication Submitted	1					T	
1			-	-	-		NA 6 Sign Toppers SJUSD Lichen School Picnic Tables & Benches	1,200 407
3			-	-	-		NA 3 Sign Install	500
			-	-	-		NA 3 Speed Reminder Signs	206
			-	-	-		Veteran's Community Center	1,000
4			-	-	-		SRPD Crosswoods Park Drinking Fountain	1,750
5			-	_	-		SRPD Brooktree Park Restrooms	1,750
6			-	-	-		NA 6 Sign Toppers	1,750
7/8			-	-	-		Painting of Soundwall (FO & Old Auburn)	497
9			-	-	-		SRPD Tempo Park Benches	1,750
Total	NIP Allocations		5,075	2,700	7,775			15,904

#### RESOLUTION NO. 2017-\_\_\_\_

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPROVING NEIGHBORHOOD IMPROVEMENT PROJECT FUNDING AWARDS

**WHEREAS**, the City wishes to empower neighborhood associations to make their own determinations on how to improve their neighborhoods and promote their associations;

**WHEREAS**, the City wishes to provide a vehicle with which neighborhood associations can apply for funding to implement independent and proactive projects;

**WHEREAS**, the City released an application form and directed neighborhood associations to submit proposals no later than September 30, 2017 for Fiscal Year 2017-2018 projects;

**WHEREAS**, City staff has reviewed all applications and developed funding recommendations for Council review.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the City of Citrus Heights does hereby approve Neighborhood Improvement Project funding awards as follows:

Neighborhood Association	Project	Grant Award
2	Project Lifesaver	1,500
10	Sylvan Community Center Bench	1,316
10	SOAR Serves Seniors	600
11	SJUSD Skycrest Picnic Tables	1,481
TOTAL		\$4,897

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14<sup>th</sup> day of December 2017 by the following vote, to wit:

AYES:	<b>Council Members:</b>
NOES:	<b>Council Members:</b>
<b>ABSTAIN:</b>	<b>Council Members:</b>
<b>ABSENT:</b>	<b>Council Members:</b>

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk