

December 13, 2018

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

12-13-18 Agenda Packet

Documents:

12-13-18 AGENDA PACKET.PDF

CALL SPECIAL MEETING TO ORDER

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

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. 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.

CLOSED SESSION

 Public Employee Performance Evaluation
 Title: City Manager
 Pursuant to Government Code Section 54957(e)

ADJOURNMENT

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

SPECIAL ITEMS

4. SUBJECT: Certification Of November 6, 2018 Election Results STAFF REPORT: A. Van RECOMMENDATION: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California, Reciting the Fact of the General Municipal Election Held on November 6, 2018, Declaring the Result and Other Such

- 5. Swearing In Of Newly Elected Council Members
- 6. Selection Of Mayor And Vice Mayor

PRESENTATIONS

7. Introduction Of New K-9 Officer

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.

8. SUBJECT: Approval Of Minutes

RECOMMENDATION: Approve the Minutes of the Regular Meeting of Thursday, October 25, 2018, the Minutes of Regular Meeting of Thursday, November 8, 2018 and the Minutes of the Adjourned Regular Meeting of Thursday, November 15, 2018.

9. SUBJECT: Quarterly Treasurer's Report

STAFF REPORT: R. Rivera

RECOMMENDATION: Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2018

10. SUBJECT: Legal Services Agreements With The Law Office Of Ruthann G. Ziegler And Meyers, Nave, Riback, Silver & Wilson

STAFF REPORT: K. Cooley

RECOMMENDATION: Staff Recommend the Following:

- a. Adopt Resolution No. 2018-___; A Resolution of the City Council of the City of Citrus Heights, California Authorizing the City Manager to Execute an Agreement for Legal Services with the Law Office of Ruthann G. Ziegler; and
- b. Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California Authorizing the City Manager to Execute an Agreement for Legal Services with the Law Firm Meyers, Nave, Riback, Silver & Wilson

PUBLIC HEARINGS

REGULAR CALENDAR

11. SUBJECT: Approval Of A Side Letter Agreement With The Citrus Heights Police Officers Association (CHPOA) To The Memorandum Of Understanding Covering The Period Of October 1, 2017 To September 30, 2020

STAFF REPORT: R. Rivera / M. Alejandrez / A. Turcotte RECOMMENDATION: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California, Adopting a Side Letter Agreement with the Citrus Heights Police Officers Association (CHPOA)

12. SUBJECT: Adopting An Agreement With Members Of Unrepresented Safety Units For Cost Sharing Pursuant To Government Code Section 20516

STAFF REPORT: C. Boyd / R. Rivera

RECOMMENDATION: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California, Adopting an Agreement with Members of Unrepresented Safety Units for Cost Sharing Pursuant to Government Code Section 20516

13. SUBJECT: Adopting Adjustments To Broadband Ranges STAFF REPORT: R. Rivera / M. Alejandrez / S. Neilson RECOMMENDATION: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California, Approving Adjustments to the 14. SUBJECT: Implementing Changes In Executive Management Compensation STAFF REPORT: C. Boyd

RECOMMENDATION: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California, Implementing Changes in Executive Compensation

- 15. SUBJECT: Amended Salary Table Effective December 23, 2018 STAFF REPORT: R. Rivera / S. Neilson RECOMMENDATION: Adopt Resolution No. 2018-___; A Resolution of the City Council of the City of Citrus Heights Adopting the Amended Salary Table
- 16. SUBJECT: Amendment To Chapter 102, Article II Of The Citrus Heights Municipal Code Regarding Street And Landmark Trees

STAFF REPORT: R. Sherman / A. Bermudez

RECOMMENDATION: Introduce for a First Reading Ordinance No. 2018-____; and Waive the Reading of the Entire Ordinance, an Ordinance of the City of Citrus Heights Amending Article II of Chapter 102 of the City of Citrus Heights Municipal Code Regarding Street Trees and Landmark Trees

- 17. SUBJECT: Submission Of Application For Tree City USA Designation STAFF REPORT: R. Sherman / C. McDuffee / A. Bermudez RECOMMENDATION: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Submission of an Application to the National Arbor Day Foundation for Consideration of Citrus Heights Being Designated a Tree City USA Community
- 18. SUBJECT: Annexation Agreement With Sacramento Regional Transit District (SacRT)

STAFF REPORT: R. Sherman / M. Poole

RECOMMENDATION: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California, Approving the Negotiated Annexation Agreement with Sacramento Regional Transit

19. SUBJECT: Consider Adoption Of A Resolution Declaring A Shelter Crisis Pursuant To Senate Bill 850 (Chapter 48, Statutes Of 2018) And Government Code Section 8698.2 As Required To Receive State Homeless Emergency Aid Program (HEAP) Funds

STAFF REPORT: R. Sherman / S. Cotter

RECOMMENDATION: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California Declaring a Shelter Crisis Pursuant to Senate Bill 850 (Chapter 48, Statutes Of 2018) and Government Code Section 8698.2

DEPARTMENT REPORTS

 SUBJECT: Electric Greenway Trail Project DEPARTMENT: General Services Department

CITY MANAGER ITEMS

- 21. SUBJECT: Winter Homeless Services Update, Options, And Possible Direction To Staff
- 22. SUBJECT: Strategic Planning Retreat Update

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

CLOSED SESSION

23. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Government Code Section 54956.9 (d) (2) 1 Case

ADJOURNMENT



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

CITY OF CITRUS HEIGHTS CITY COUNCIL

Special/Regular Meeting of Thursday, December 13, 2018 City Hall Council Chambers 6360 Fountain Square Dr., Citrus Heights, CA Special Meeting 6:00 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 7, 2018

Amy Van, City Clerk

Please turn off all cellular phones and pagers while the City Council meeting is in session.

SPECIAL MEETING 6:00 PM

CALL SPECIAL MEETING TO ORDER

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

PUBLIC COMMENT

CLOSED SESSION

Public Employee Performance Evaluation
 Title: City Manager
 Pursuant to Government Code Section 54957(e)

ADJOURNMENT

REGULAR MEETING 7:00 PM

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

SPECIAL ITEMS

4. **SUBJECT**: Certification of November 6, 2018 Election Results **STAFF REPORT**: A. Van

RECOMMENDATION: Adopt Resolution No. 2018-___; A Resolution of the City Council of the City of Citrus Heights, California, Reciting the Fact of the General

Municipal Election Held on November 6, 2018, Declaring the Result and Other Such Matters as Provided By Law

5. Swearing in of Newly Elected Council Members

6. Selection of Mayor and Vice Mayor

PRESENTATIONS

7. Introduction of New K-9 Officer

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

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 - **RECOMMENDATION**: Approve the Minutes of the Regular Meeting of Thursday, October 25, 2018, the Minutes of Regular Meeting of Thursday, November 8, 2018 and the Minutes of the Adjourned Regular Meeting of Thursday, November 15, 2018.
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STAFF REPORT: R. Rivera

RECOMMENDATION: Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2018

10. <u>SUBJECT</u>: Legal Services Agreements with the Law Office of Ruthann G. Ziegler and Meyers, Nave, Riback, Silver & Wilson

STAFF REPORT: K. Cooley

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PUBLIC HEARING

16.

REGULAR CALENDAR

11. **SUBJECT**: Approval of a Side Letter Agreement with the Citrus Heights Police Officers Association (CHPOA) to the Memorandum of Understanding Covering the Period of October 1, 2017 to September 30, 2020 **STAFF REPORT**: R. Rivera / M. Alejandrez / A. Turcotte **RECOMMENDATION**: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California, Adopting a Side Letter Agreement with the Citrus Heights Police Officers Association (CHPOA)

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- 14. **SUBJECT**: Implementing Changes in Executive Management Compensation STAFF REPORT: C. Boyd **RECOMMENDATION**: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California, Implementing Changes in Executive Compensation
- 15. SUBJECT: Amended Salary Table effective December 23, 2018 STAFF REPORT: R. Rivera / S. Neilson RECOMMENDATION: Adopt Resolution No. 2018-___; A Resolution of the City Council of the City of Citrus Heights Adopting the Amended Salary Table
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- 18. <u>SUBJECT</u>: Annexation Agreement with Sacramento Regional Transit District (SacRT) <u>STAFF REPORT</u>: R. Sherman / M. Poole <u>RECOMMENDATION</u>: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California, Approving the Negotiated Annexation Agreement with Sacramento Regional Transit
- 19. <u>SUBJECT</u>: Consider Adoption of a Resolution Declaring a Shelter Crisis Pursuant to Senate Bill 850 (Chapter 48, Statutes of 2018) and Government Code Section 8698.2 as Required to Receive State Homeless Emergency Aid Program (HEAP) Funds <u>STAFF REPORT</u>: R. Sherman / S. Cotter <u>RECOMMENDATION</u>: Adopt Resolution No. 2018-____; A Resolution of the City Council of the City of Citrus Heights, California Declaring a Shelter Crisis Pursuant to Senate Bill 850 (Chapter 48, Statutes Of 2018) and Government Code Section 8698.2

DEPARTMENT REPORTS

20. <u>SUBJECT</u>: Electric Greenway Trail Project **DEPARTMENT**: General Services Department

CITY MANAGER ITEMS

- 21. **SUBJECT**: Winter Homeless Services Update, Options, and Possible Direction to Staff
- 22. **SUBJECT**: Strategic Planning Retreat Update

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

CLOSED SESSION

23. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation Pursuant to Government Code Section 54956.9 (d)(2) 1 Case

ADJOURNMENT



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

Christopher W. Boyd, City Manager

FROM: Amy Van, City Clerk

SUBJECT: Certification of November 6, 2018 General Municipal Election Results

Summary and Recommendation

Sacramento County Voter Registration and Elections has provided the certification document for the November 6, 2018, General Municipal Election.

Staff recommends the City Council adopt Resolution No. 2018-___ reciting the fact of the General Municipal Election Held on November 6, 2018, declaring the result and other such matters as provided by law.

Fiscal Impact

There is no cost associated with the certification process.

Background and Analysis

Pursuant to Elections Code 10263 the City Council, as the governing body of the city, shall adopt a resolution reciting the fact of the election for each City Council office voted on at a municipal election. As a result of the election, the following Council Members have been re-elected and elected to the City Council for full, four-year terms:

Jeannie Bruins Steve "Sparky" Miller Porsche Middleton

Attachments

1. Resolution Reciting the Fact of the General Municipal Election Held on November 6, 2018

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018, DECLARING THE RESULT AND OTHER SUCH MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Citrus Heights, California, on Tuesday, November 6, 2018, as required by law;

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed; and the returns made and declared in the time, form and manner required by the provisions of the Elections Code of the State of California for the holding of election in general law cities; and

WHEREAS, the Sacramento County Voter Registration and Elections Department canvassed the returns of the election and has certified the results to this City Council, and the results are received, attached and made a part hereof as "Exhibit A."

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby determine:

- 1. That the names of persons voted for at the election for Member of the City Council are as follows: Albert Fox, Steve "Sparky" Miller, Porsche Middleton, Treston Shull and Jeannie Bruins.
- 2. That the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are listed in Exhibit "A" attached.
- 3. The City Council does declare and determine that:

Jeannie Bruins, Steve "Sparky" Miller, and Porsche Middleton were elected as Members of the City Council for the full term of four years.

That the City Clerk shall certify to 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 13th day of December 2018, by the following vote, to wit:

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

CERTIFICATE OF FACTS

I, COURTNEY BAILEY-KANELOS, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in Sacramento County in the **City of Citrus Heights** for the purpose of electing **Three (3) Councilmembers** at the November 6, 2018 General Election.

The results of the Official Canvass conducted by this office are as follows:

Name	Votes Cast
Jeannie Bruins*	15,817
Steve "Sparky" Miller*	12,786
Porsche Middleton*	12,448
Albert Fox	10,551
Treston Shull	7,804

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness My Hand and Seal this 30th day of November, 2018.

*Elected



COURTNEY BAILEY-KANELOS
REGISTRAR OF VOTERS
County of Sacramento
State of California

CITY OF CITRUS HEIGHTS CITY COUNCIL MINUTES

Special/Regular Meeting of Thursday, October 25, 2018 City Hall Council Chambers 6360 Fountain Square Drive, Citrus Heights, CA

CALL SPECIAL MEETING TO ORDER

The special meeting was called to order at 6:30 p.m. by Mayor Miller.

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

Council Members absent: None

Staff present: Boyd, Cave, Van, Ziegler and department

directors.

PUBLIC COMMENT

None

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
 Significant Exposure to Litigation Pursuant to Government Code Section 54956.9 (d)
 1 Case

There was no reportable action from closed session.

ADJOURNMENT

Mayor Miller adjourned the special meeting at 6:40 p.m.

CALL REGULAR MEETING TO ORDER

The regular meeting was called to order at 7:00 p.m.

- 1. The flag salute was led by Boy Scout Grant.
- 2. Roll Call: Council Members present: Daniels, Fox, Slowey, Bruins, Miller

Council Members absent: None

Staff present: Boyd, Bermudez, Cave, Gutierrez, Sherman, Van, Ziegler and

department directors

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

APPROVAL OF AGENDA

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

AYES: Daniels, Fox, Slowey, Bruins, Miller

NOES: None ABSENT: None

PRESENTATIONS

4. Proclamation of the City of Citrus Heights in Recognition of Manufacturing Awareness and Appreciation Month October 2018

Mayor Miller read and presented a proclamation to Tim Schaefer proclaiming the month of October as Manufacturing Awareness and Appreciation Month.

5. Presentation on the 10th Annual Holiday Referral Program

Support Services Manager Maraviov introduced the 10th Annual Holiday Referral Program that 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.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Fox attended the Howl-o-Ween Parade and Harvest Festival. He provided an update from Sacramento Metropolitan Air Quality Management District board meeting.

Council Member Daniels attended the Antelope Crossing Spooktacular and the Howl-o-Ween Parade and Harvest Festival. He highlighted the upcoming National Prescription Drug Take Back Day held on October 27.

Council Member Slowey attended the Finance Committee meeting. He provided updates from the Sacramento Area Council of Governments and the Sacramento Public Library Authority Board meetings. He announced the Citrus Heights Vote Center locations and hours of Monday – Sunday 9:00 a.m. – 5:00 p.m., and 7:00 a.m. – 8:00 p.m. on Election Day.

Vice Mayor Bruins spoke at a Sacramento Area Realtors Association meeting and announced the upcoming Community Help Day held on October 27.

Mayor Miller attended the ribbon cutting for the Oars Senior Living Facility and the Howl-o-Ween Parade. He also attended the Art in the Park event and he met with Sacramento Metropolitan Fire District Board member Randy Orzalli and Jason Sample with Gateway Community Charters. He commended Nicole Piva for doing a great job assisting with the Community Development Block Grant Program.

PUBLIC COMMENT

Mel Ball expressed concerns with speeding drivers near Holly Drive and Cherry Glen Ave.

Robert Baker expressed concerns with speeding drivers near Holly Drive and Cherry Glen Ave. He submitted a petitions signed by residents

J. Williams expressed concerns regarding increasing rental rates within the city.

CONSENT CALENDAR

6. **SUBJECT**: Approval of Minutes

RECOMMENDATION: Approve the Minutes of the Regular Meeting of Thursday, September 27, 2018

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

AYES: Daniels, Fox, Slowey, Bruins, Miller

NOES: None ABSENT: None

LIMITED PUBLIC HEARING

7. **SUBJECT**: Resolution Determining that the Public Interest and Necessity Require the Acquisition of Certain Real Property Interests for the Auburn Boulevard Complete Streets Revitalization Phase 2 Project - APN 204-0471-010

STAFF REPORT: R. Sherman / R. Cave

RECOMMENDATION: Adopt Resolution No. 2018-111; Determining That the Public Interest and Necessity Require the Acquisition of Certain Property Interests and Directing the Filing of Eminent Domain Proceedings for the Auburn Boulevard Complete Streets Revitalization Project Phase 2 – APN 204-0471-010

Operations Manager Cave reported that staff is recommending the approval of a resolution of necessity which authorizes the commencement of eminent domain proceedings for the parcel located at 8244 Auburn Boulevard. She stated that the subject property was appraised and an offer to acquire the property rights at fair market value have been made to the property owners. These eminent domain proceedings are necessary to obtain possession of the needed properties to keep the Auburn Boulevard Complete Streets Revitalization project on schedule and will allow the city to proceed with grant applications for the ultimate construction goal. She stated that no residences or buildings are being taken and that no person or business will be displaced or relocated as a result of these actions.

Mayor Miller opened the limited public hearing at 7:47 p.m., hearing no speakers he closed the public hearing.

<u>ACTION</u>: On a motion by Council Member Fox, seconded by Vice Mayor Bruins, the City Council adopted Resolution No. 2018-111; Determining That the Public Interest and Necessity Require the Acquisition of Certain Property Interests and Directing the Filing of Eminent Domain Proceedings for the Auburn Boulevard Complete Streets Revitalization Project Phase 2 – APN 204-0471-010.

AYES: Daniels, Fox, Slowey, Bruins, Miller

NOES: None ABSENT: None

PUBLIC HEARING

SUBJECT: Second Reading – Ordinance amending Chapter 38 Article II of the City of Citrus Heights Municipal Code relating to Fire Prevention and Protection STAFF REPORT: R. Sherman / G. Anderson RECOMMENDATION: Adopt Ordinance 2018-006; An Ordinance of the City of Citrus Heights Amending Chapter 38 of the Citrus Heights Code Relating to Fire Prevention and Protection

Chief Building Official Anderson stated on October 11, 2018, the City Council introduced an Ordinance amending Chapter 38 Article II of the City of Citrus Heights Municipal Code to adopt local amendments to the 2016 California Fire Code relating to fire protection and prevention.

Council comments and questions followed.

Mayor Miller opened the public hearing at 7:49 p.m., hearing no speakers he closed the public hearing.

<u>ACTION</u>: On a motion by Council Member Slowey, seconded by Council Member Fox, the City Council adopted Ordinance 2018-006; An Ordinance of the City of Citrus Heights Amending Chapter 38 of the Citrus Heights Code Relating to Fire Prevention and Protection.

AYES: Daniels, Fox, Slowey, Bruins, Miller

NOES: None ABSENT: None

- 9. **SUBJECT**: Rental Housing Inspection Program
 - a. <u>SUBJECT</u>: Ordinance Establishing a Rental Housing Inspection Program
 <u>STAFF REPORT</u>: R. Lawrence / D. Gutierrez
 <u>RECOMMENDATION</u>: Staff Recommends the City Council Introduce, Read by
 Title Only, and Waive the First Full Reading of Ordinance No. 2018-007;
 An Ordinance of the City of Citrus Heights to Establish a Rental Housing Inspection
 Program
 - b. <u>SUBJECT</u>: Adopting a Fee Schedule for the Rental Housing Inspection Program <u>STAFF REPORT</u>: R. Lawrence / D. Gutierrez <u>RECOMMENDATION</u>: Adopt Resolution No. 2018- 112; A Resolution of the City Council of the City of Citrus Heights, California, Adopting a Fee Schedule for the Rental Housing Inspection Program

Lieutenant Gutierrez highlighted the proposed city ordinance and fee schedule for the Rental Housing Inspection Program. The goals of the program are to provide decent, safe, sanitary, and appropriately maintained rental properties within the city. Routine and periodic inspections are to be conducted of both the exterior and interior of single family and multifamily residences being rented, or intended to be rented to identify and correct code violations. The ordinance would allow self-certification for all rental properties located in the city. The annual registration fee will be billed on a tiered fee structure based on the size of the property. The existing Housing Stock Fee is \$12 annually per rental unit. It is proposed to increase the annual Housing Stock Fee as follows: one to four units \$27; five to ninety-nine units \$20; and 100 or more units \$17. Additionally, an annual

registration fee is being proposed as follows: \$65 for single-family units; \$105 for properties with two to four units; and \$140 for properties with five or more units. The program registration forms will be mailed January 2019. Staff has learned that the Consolidated Utility Billing System with the County of Sacramento who collects current housing stock fee will also be able to collect the registration fees. As a result of that, the city is going to start incurring costs as of January 1, 2019, the new Housing Stock Fee will be collected for the full calendar year of 2019. He noted a change to the ordinance under Section 50-246 – Fees Established, subsection A. Annual Registration Fee, to remove the following language "...with the first year of the Program Pro-rated..."

Chief Building Official Anderson provided an overview of the types of service calls the Building Division receives related to failures with elevated elements of a multi-family structure.

Mayor Miller opened the public hearing at 8:09 p.m.

Public Comment

Diana Beals expressed concerns about the Rental Housing Inspection Program fees.

Jim Lofgren with California Apartment Association spoke in support of the Rental Housing Inspection Program.

Robert Kerby spoke in support of the Rental Housing Inspection Program.

Caitlyn Wright with Sacramento Association of Realtors spoke in support of the Rental Housing Inspection Program.

Steve Beals asked how many of the code enforcement calls relate to rental properties.

Mayor Miller closed the public hearing at 8:23 p.m.

Council comments and questions followed.

<u>ACTION</u>: On a motion by Council Member Slowey, seconded by Council Member Fox, the City Council

- a. Introduced, read by title only, and waived the first reading of Ordinance No. 2018-007; An Ordinance Establishing a Rental Housing Inspection Program as amended in Section 50-246 to remove "...with the first year of the Program Pro-rated..."
- b. Adopted Resolution No. 2018-112; A Resolution of the City Council of the City of Citrus Heights, California, Adopting a Fee Schedule for the Rental Housing Inspection Program

AYES: Fox, Slowey, Bruins, Miller

NOES: Daniels ABSENT: None

REGULAR CALENDAR

10. **SUBJECT**: Repeal and Replace Chapter 34 Article II of the Citrus Heights Municipal Code Regarding Smoking

STAFF REPORT: R. Sherman / R. Lawrence / A. Bermudez / D. Gutierrez **RECOMMENDATION**: Staff Recommends the Council Introduce for a First Reading Ordinance No. 2018-008, and Waive the Reading of the Entire Ordinance, An Ordinance of the City of Citrus Heights Repealing and Replacing Article II of Chapter 34 of the City of Citrus Heights Municipal Code Regarding Clean Indoor Air

Associate Planner Bermudez stated that upon incorporation in 1997, the city adopted Sacramento County's existing Code. Over the years, many sections of the code have been updated but Chapter 34, Article II, the Clean Indoor Air section has remained the same. Due to a number of changes in state and federal smoking laws, including the smoking of cigarettes and marijuana, staff recommends updating current regulations to match the consistency of state and federal laws. She provided an overview of the legislation changes, proposed amendments, law enforcement plan and the benefits for the community.

Council questions and comments followed.

Dave Mitchell with Sunrise Parks and Recreation District spoke in support of the ordinance.

Public Comment

Jim Lofgren with the California Apartment Association proposed an amendment to the ordinance that provides disclosure to the tenant of the smoking policy. He also suggested revising section 34-36 to clarify as owner occupied residences

City Attorney Ziegler suggested adding a change in language to article section 34-36 that this article shall not to be construed to affect smoking in private residences. She recommended not adding the language suggested by Mr. Lofgren which was to add that every lease or rental agreement shall include a provision that specifies the areas on the property where smoking is not prohibited.

Marissa Greenband with Breathe California Sacramento Region spoke in support of the proposed smoking ordinance, and they encouraged the addition of a disclosure policy to the ordinance at the time of lease agreement.

Kimberly Bankston-Lee with The Saving Our Legacy African-Americans for Smoke Free Safe Places spoke in support of the ordinance.

Tim Gibbs with the American Cancer Society spoke in support of the ordinance.

Council Member Daniels spoke in support of removing the golf courses from the ordinance.

Council Member Slowey and Council Member Fox requested that disc/golf courses be exempt from the ordinance.

City Attorney Ziegler stated

<u>ACTION</u>: On a motion by Council Member Slowey, seconded by Council Member Daniels, the City Council Introduced for a First Reading Ordinance No. 2018-008, and Waived the Reading of the Entire Ordinance, An Ordinance of the City of Citrus Heights Repealing and Replacing Article II of Chapter 34 of the City of Citrus Heights Municipal Code Regarding Clean Indoor Air as

amended to remove the term "disc/golf courses" and amending section 34-36 to read that this article shall not be construed to affect smoking in private residences.

AYES: Daniels, Fox, Slowey, Bruins, Miller

NOES: None ABSENT: None

11. **SUBJECT**: City Board and Commission Appointment Process

STAFF REPORT: A. Van

RECOMMENDATION: Staff Recommends the City Council Provide Direction and Feedback Concerning a Video Interview Process for Board and Commission Applicants

City Clerk Van stated that currently at least one month prior to the terms expiring on the Planning Commission and Construction Board of Appeals the City Clerk's office gives notice of those vacancies and accepts applications. Those applications are compiled and distributed to the City Council for independent review. Subsequently, those appointments are made at a regular city council meeting. To enhance the current appointment process staff is recommending to update the application questionnaire and require that each applicant participle in a video interview. She provided an overview of the proposed application process.

The City Council concurred to move forward with the proposed Boards and Commission application process.

DEPARTMENT REPORTS

12. **SUBJECT**: Tree Photo Contest **DEPARTMENT**: Community and Economic

Associate Planner Bermudez provided an overview of the Tree Assistance Program and encouraged residents to participate in the Tree Planting Ceremony in honor of National Arbor Day to be held on October 27. She highlighted the tree photo contest and encouraged residents to participate.

CITY MANAGER ITEMS

None

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

None

<u>ADJOURNMENT</u>

Mayor Miller adjourned the meeting at 9:52 p.m.

Respectfully Submitted,

Amy Van, City Clerk

CITY OF CITRUS HEIGHTS **CITY COUNCIL**

MINUTES

Regular Meeting of Thursday, November 8, 2018 **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 Miller.

1. The Flag Salute was led by Mayor Miller.

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

> Council Members absent: None

Staff present: Boyd, Cotter, Saario, Rivera, Van, Ziegler and

department directors.

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

APPROVAL OF AGENDA

ACTION: On a motion by Vice Mayor Bruins, seconded by Council Member Fox, the City Council approved the agenda.

Daniels, Fox, Slowey, Bruins, Miller AYES:

NOES: None ABSENT: None

PRESENTATIONS

4. Presentation on the Annual Tree Lighting Event – December 6, 2018

Events and Community Center Technician Saario announced the 22nd Annual Christmas Tree Lighting Event will be held on December 6th 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.

5. Presentation by the Sunrise MarketPlace – Holiday Festivities

Julie DePrada with Sunrise MarketPlace highlighted the upcoming 2018 holiday festivities, some of which include a Victorian Holiday, Laser Light Show, pictures with Santa, Winterfest and the Nutcracker.

6. Presentation by the Sacramento Regional County Sanitation District on the EchoWater **Project**

Vick Kyotani with Sacramento County Regional Sanitation District provided an overview of the Echo Water Project's planning schedule, program cash flow, and progress.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Slowey provided a report from the Sacramento Area Council of Governments Transportation Committee meeting. He announced that a Veterans Day service will be held at Sylvan Cemetery.

Council Member Daniels announced the Toys for the Troops 16th Annual Toy Drive held on December 8.

Council Member Fox participated in mock interviews for the Mesa Verde High School Job Readiness Program. He provided an update from the Sacramento Transportation Authority Board meeting.

Vice Mayor Bruins commended city staff and community groups for participating in the bark restoration volunteer project at City Hall. She attended the Citrus Heights Employee Appreciation Luncheon. She also accepted the 2018 Outstanding Partner Award on behalf of the city from the Homeless Assistance Resource Team.

Mayor Miller announced the city is now accepting applications for the Planning Commission and Construction Board of Appeals. All applicants must file their completed application by Wednesday, December 12 and come in for an interview with the City Clerk.

PUBLIC COMMENT

Cendrinne DeMattei with the Citrus Heights Chamber of Commerce provided a report on how their Economic Development Grant funds are utilized.

Arthur Ketterling had questions about the Sacramento Regional Transit District Community Open House Workshop.

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.

- 7. <u>SUBJECT</u>: Approval of Minutes <u>RECOMMENDATION</u>: Approve the Minutes of the Regular Meeting of Thursday, October 11, 2018.
- 8. <u>SUBJECT</u>: Second Reading Repeal and Replace Chapter 34 Article II of the Citrus Heights Municipal Code Regarding Smoking <u>STAFF REPORT</u>: R. Sherman / R. Lawrence / A. Bermudez / D. Gutierrez <u>RECOMMENDATION</u>: Adopt Ordinance No. 2018-008; An Ordinance of the City of Citrus Heights Repealing and Replacing Article II of Chapter 34 of the City of Citrus Heights Municipal Code Regarding Clean Indoor Air and Smoking
- 9. Pulled for discussion.
- 10. **SUBJECT**: Striping and Marking Maintenance Services 2018 2025 Award of Contract

STAFF REPORT: R. Sherman / S. Hodgkins / L. Blomquist

RECOMMENDATION: Adopt Resolution No. 2018-118; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Centerline Striping Company, Inc. for Striping and Marking Maintenance Services 2018 - 2025

11. **SUBJECT**: Resolution Adopting the Amended Payrate Schedule for the City of Citrus Heights

STAFF REPORT: M. Alejandrez / S. Neilson

RECOMMENDATION: Adopt Resolution No. 2018-117; A Resolution of the City Council of the City of Citrus Heights Adopting the Amended Payrate Schedule

12. **SUBJECT**: Approval of Economic Development Support Fund for the Citrus Heights Chamber of Commerce

STAFF REPORT: R. Sherman

RECOMMENDATION: Adopt Resolution No. 2018-114; A Resolution of the City Council of the City of Citrus Heights, Approving a \$10,000 Sponsorship to the Citrus Heights Chamber of Commerce from the Economic Development Support Fund – Part I

<u>ACTION</u>: On a motion by Council Member Slowey, seconded by Vice Mayor Bruins, the City Council adopted Consent Calendar Items 7, 8, 10, 11, and 12.

AYES: Daniels, Fox, Slowey, Bruins, Miller

NOES: None ABSENT: None

CONSENT CALENDAR ITEM PULLED FOR DISCUSSION

Council Member Daniels requested to pull Item 9 from the Consent Calendar for separate action.

9. <u>SUBJECT</u>: Second Reading – Ordinance Establishing a Rental Housing Inspection Program

STAFF REPORT: R. Lawrence / D. Gutierrez

RECOMMENDATION: Adopt Ordinance No. 2018-007; An Ordinance of the City of Citrus Heights to Establish a Rental Housing Inspection Program

<u>ACTION</u>: On a motion by Council Member Slowey, seconded by Vice Mayor Bruins, the City Council adopted Consent Calendar Item 9.

AYES: Fox, Slowey, Bruins, Miller

NOES: Daniels ABSENT: None

PUBLIC HEARING

13. <u>SUBJECT</u>: Final Allocation of Federal 2019 Community Development Block Grant Funds (Continued from September 27, 2018 City Council Meeting)

STAFF REPORT: R. Sherman / S. Cotter / N. Piva

RECOMMENDATION: Adopt Resolution No. 2018-113; A Resolution of the City Council of the City of Citrus Heights, California Adopting the 2019 Community Development Block Grant Action Plan and Authorizing the City Manager or Designee to Execute Contracts to Implement the Adopted 2019 Community Development Block Grant Action Plan

Mayor Miller opened the public hearing at 7:47 p.m., hearing no speakers he closed the public hearing.

Council questions followed.

<u>ACTION</u>: On a motion by Council Member Slowey, seconded by Council Member Fox, the City Council adopted Resolution No. 2018-113; A Resolution of the City Council of the City of Citrus Heights, California Adopting the 2019 Community Development Block Grant Action Plan and Authorizing the City Manager or Designee to Execute Contracts to Implement the Adopted 2019 Community Development Block Grant Action Plan.

AYES: Daniels, Fox, Slowey, Bruins, Miller

NOES: None ABSENT: None

REGULAR CALENDAR

14. <u>SUBJECT</u>: Proposed Modifications to the City's Compensation Policy Guidelines <u>STAFF REPORT</u>: R. Rivera / S. Neilson <u>RECOMMENDATION</u>: Adopt Resolution No. 2018-120; A Resolution of the City Council for the City of Citrus Heights, California, Adopting Modifications to the City's Compensation Policy Guidelines

Mayor Miller stated the following "This item incudes a recommendation to approve an increase in the fringe benefit of severance pay from eight months to twelve months effective November 8, 2018. This change affects benefits for the position of Chief of Police. This benefit is provided on base salary and applies only when separation is for reasons other than criminal conduct or behavior."

Assistant City Manager Rivera provided a summary of the updates to the compensation policy guidelines. She said there has been a culmination of updates to the compensation policy guidelines since it was last approved by Council in 2013. The guidelines set a parameter for how the city's compensation program is implemented. Everything that has changed in the policy as presented is something that Council has already seen and approved with the exception of the update to the severance provision for Chief of Police.

<u>ACTION</u>: On a motion by Council Member Slowey, seconded by Vice Mayor Bruins, the City Council adopted Resolution No. 2018-120; A Resolution of the City Council for the City of Citrus Heights, California, Adopting Modifications to the City's Compensation Policy Guidelines.

AYES: Daniels, Fox, Slowey, Bruins, Miller

NOES: None ABSENT: None

DEPARTMENT REPORTS

City Clerk Van announced that the November 22, 2018 City Council meeting is cancelled due to the Thanksgiving holiday.

CITY MANAGER ITEMS

City Manager Boyd informed Council that the Citrus Heights Police Chief has sent twenty-two personnel over a four-day period to help assist with the Paradise fires. He stated that during the budget approval process last May, staff presented a balanced budget and advised the council that additional funding for anticipated operating and capital costs will be required until the city begins to receive property tax revenue. He asked for direction from council to adjourn the meeting to Thursday, November 15, 2018, at 6:00 p.m. in the City Council Chambers.

Council provided consensus to adjourn the meeting to Thursday, November 15, 2018, at 6:00 p.m. in the City Council Chambers.

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

ADJOURNMENT

Mayor Miller adjourned the meeting at 7:55 p.m. to November 15, 2018 6:00 p.m., at the City Council Chambers, 6360 Fountain Square Drive, Citrus Heights, CA.

CITY OF CITRUS HEIGHTS CITY COUNCIL MINUTES

Regular Meeting of Thursday, November 15, 2018 Adjourned from November 8, 2018 City Hall Council Chambers 6360 Fountain Square Dr., Citrus Heights, CA

CALL REGULAR MEETING TO ORDER

The regular council meeting was called to order at 6:00 p.m. by Mayor Miller.

1. The Flag Salute was led by Mayor Miller.

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

Council Members absent: None

Staff present: Boyd, Rivera, Van, Ziegler and department directors.

PUBLIC COMMENT

None

REGULAR CALENDAR

3. **SUBJECT**: Revolving Line of Credit

STAFF REPORT: R. Rivera

RECOMMENDATION: Adopt Resolution No. 2018-121; A Resolution of the City Council of the City of Citrus Heights Authorizing the Execution and Delivery of a Site Lease, a Sublease and a Credit Agreement and Authorizing Certain Actions in Connection therewith in Order to Finance Certain Capital Improvements and Operating Expenditures

City Manager Boyd for last 2 years in particular the council has been clear that we want to make sure that in emerging economy city is positioned the best we can be for an conditions and opportunities that we are faced with to grow our city and to improve our economic development opportunities. He said staff is proposing a revolving line of credit and this option allows a nimble and flexible way for the city to meet its needs. In accordance with the Council's direction and belief the city needs to be in a position to invest in the community for return.

Assistant City Manager Rivera noted that upon incorporation, the city entered into a 25-year revenue neutrality agreement with Sacramento County. The terms of the agreement allow the county to keep property taxes that are allotted for Citrus Heights. During the recent budget process and update of the city's Ten Year Financial Model, it was determined that additional funding for anticipated operating and capital costs would be required over the next four year period until the city begins to receive its property tax revenue allocation in 2022. Staff has worked with the city's municipal advisor to find the best short-term solution. It was determined that a revolving line of credit would be the best solution. The proposed twelve million dollar line of credit has been structured as a site lease with the Community Center building pledged as collateral. The city will be able to draw on the line of credit when capital and operating needs arise and will be making interest payments on the drawn amounts every six months on March 1 and September 1, beginning in March 2019. She provided an overview of the updated Ten-Year Financial Model.

Council questions and comments followed.

Public Comment

Dave Warren spoke in opposition to Item 3.

Bill Van Duker spoke in support of Item 3.

Kelly Severin spoke in opposition to Item 3.

Kathilynn Carpenter spoke in support of Item 3.

Council comments followed.

<u>ACTION</u>: On a motion by Council Member Slowey, seconded by Vice Mayor Bruins, the City Council adopted Resolution No. 2018-121; A Resolution of the City Council of the City of Citrus Heights Authorizing the Execution and Delivery of a Site Lease, a Sublease and a Credit Agreement and Authorizing Certain Actions in Connection therewith in Order to Finance Certain Capital Improvements and Operating Expenditures.

AYES: Daniels, Fox, Slowey, Bruins, Miller

NOES: None ABSENT: None ABSTAIN: None

CLOSED SESSION

4. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6 Agency Designated Representative: Christopher W. Boyd, City Manager Employee Organizations: Citrus Heights Police Officers Association; Citrus Heights Police Employees Association; and Unrepresented Employees (All)

5. Pursuant to Government Code Section 54957 Public Employee Evaluation: City Attorney

There was no reportable action from closed session.

ADJOURNMENT

Mayor Miller adjourned the meeting at 7:40 p.m.

Respectfully submitted,	
Amy Van, City Clerk	

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CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

Christopher W. Boyd, City Manager

FROM: Ronda Rivera, Assistant City Manager

SUBJECT: Quarterly Treasurer's Report

Summary and Recommendation

Staff recommends the City Council receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2018.

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

California Government Code Section 53646(b) states the "treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, internal auditor, and the legislative body" within 30 days of the quarter's end.

On September 30, 2018, the market value of the city's cash and investments was \$12,467,068, down from \$14,237,650 at the quarter ended June 30, 2018. This report satisfies California Government Code Section 53646(b).

Attachments

1. Treasurer's Report as of September 30, 2018

RCM Robinson Capital Management LLC

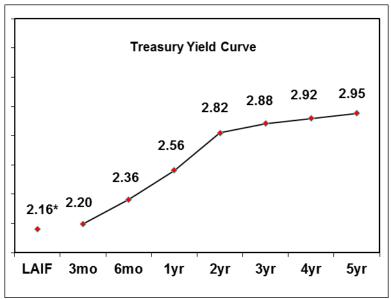
27 Reed Boulevard Mill Valley, CA 94941 Phone: 415-771-9421

Fax: 415-762-1980

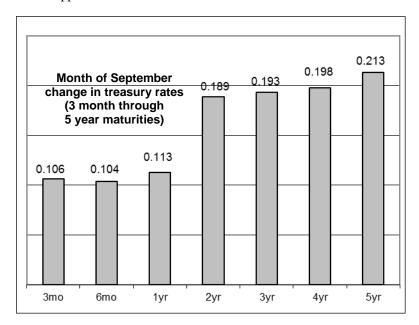
City of Citrus Heights

Report period September 1, 2018 – September 30, 2018

Institutional Fixed Income Market Review September 30, 2018



*LAIF apportionment rate.



Source: Bloomberg; rates as of market close 9/28/18.

Consumer and business confidence

The Conference Board's consumer confidence index surged to 138.4 in September, an 18-year high and exceeded the highest forecast of the Bloomberg survey of economists. U.S. consumers witnessing a strong job market aided by tax cuts and deregulation are very optimistic about the state of the economy. The September reading came close to the all-time high of 144.7 reached in 2000.

Small business optimism, as measured by the National Federation of Independent Business (NFIB), rose to a record 108.8 in August and exceeded projections as companies planned the most capital spending since 2007. Hiring reached an all-time high.

Manufacturing strengthens

The Institute for Supply Management (ISM) manufacturing index jumped from 58.1 in July to 61.3 in August, reaching a 14-year high. New orders surged to 65.1 from 60.2, and production moved to 63.3 from 58.5.

Fed watch

Members of the Federal Reserve voted to raise the Fed Funds target 25bps to 2.00-2.25 at the September FOMC meeting and removed the accommodative language from the Fed's policy statement, possibly signaling that policy may be shifting to a neutral state. Chair Powell reiterated the economy has steadily gained strength and the Fed will gradually raise interest rates closer to the levels that are accustom in a healthy economy.

According to the Bloomberg Fed Funds futures implied rates function, there is a 80 percent probability of a 25bps increase in the Fed Funds target rate range to 2.25 - 2.50 at the December 19th meeting FOMC meeting and a 58 percent probability of an additional 25bps increase by the March 20th 2019 meeting 6

CITY OF CITRUS HEIGHTS SUMMARY OF INVESTMENTS INVESTMENT PORTFOLIO SEPTEMBER 30, 2018

	COST	FACE	MARKET	PERCENT	DAYS TO MATURITY	YIELD TO MATURITY	WEIGHTED YIELD
STATE-LOCAL AGENCY INVESTMENT FUNDS	7,508,038.06	7,508,038.06	7,508,038.06	59.8%	1	2.160%	1.292%
GENERAL ACCOUNT/US BANK	2,182,217.69	2,182,217.69	2,182,217.69	17.4%	1	0.000%	0.000%
FEDERAL AGENCIES/TREASURIES/CD'S/SCHWAB	2,847,358.25	2,857,032.89	2,776,811.94	22.8%	975	1.908%	0.434%
GRAND TOTAL INVESTMENT PORTFOLIO	12,537,614.00	12,547,288.64	12,467,067.69	100%	268	2.068%	1.727%
LOCAL AGENCY INVESTMENT FUND (LAIF) RATE OF RETURN		2.160%					
CITY WEIGHTED AVERAGE RATE OF RETURN (including non-inte	rest bearing checking)	1.727%					

CITY WEIGHTED AVERAGE RATE OF RETURN (including non-interest bearing checking)

CITY EFFECTIVE RATE OF RETURN SEPTEMBER 2018 2.110%

CITY EFFECTIVE RATE OF RETURN FISCAL YEAR TO DATE 2.100%

CITY INTEREST EARNINGS FISCAL YEAR TO DATE 60,094.74

In accordance with California Government Code Section 53646 as amended, the following certification accompanies this report:

The Finance Director of the City of Citrus Heights hereby certifies that sufficient investment liquidity exists and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months. In addition, it is hereby certified that investments in the City's portfolio comply with the requirements of the City of Citrus Height's adopted investment policy.

Respectfully submitted,

Ronda Rivera Finance Director

CITY OF CITRUS HEIGHTS DETAIL OF PORTFOLIO INVESTMENTS SEPTEMBER 2018

	SymPro	Cusip Number	Moody's Rating	S & P Rating	Book Value	Face Value	Market Value	Rate	YTM Purchase Date	Maturity Date	Maturity/Call Days
LOCAL AGENCY INVESTMENT FUND											
Local Agency Investment Fund					7,508,038.06	7,508,038.06	7,508,038.06	2.160%	2.160%		1
тот	AL				7,508,038.06	7,508,038.06	7,508,038.06				1
GENERAL ACCOUNT/US BANK											
US Bank Corporate Checking					2,182,217.69	2,182,217.69	2,182,217.69	0.000%	0.000%		1
TOT	AL				2,182,217.69	2,182,217.69	2,182,217.69	0.00070	0.00070		1
					, ,	, ,	, ,				
CUSTODY ACCOUNT/SCHWAB											
Schwab Bank Sweep (FDIC)					7,032.89	7,032.89	7,032.89	0.300%	0.300%		1
тот	AL				7,032.89	7,032.89	7,032.89				1
MEDIUM TERM NOTES/FEDERAL AGENCY/	CERTIFICAT	TES OF DEPO	OSIT/ TRE	EASURY (COUPON SECUR	ITIES					
Fannie Mae (c)		3136G4GU1	Aaa	AA+	997,919.16	1,000,000.00	984,764.00	1.400%	1.585 03/30/201	7 11/25/2019	420
Freddie Mac (c)		3134GBAE2	Aaa	AA+	1,842,406.20	1,850,000.00	1,785,015.05	2.000%	2.124 03/30/201		
707		0101027122	7144	, , , , ,	2,840,325.36	2,850,000.00	2,769,779.05	2.00070	21121 00/00/201	00/20/2022	1,210
(c) callable	AL.				2,040,323.30	2,030,000.00	2,103,113.03				
TOTAL INVESTMENT PORTFORM	.IO				12,537,614.00	12,547,288.64	12,467,067.69				

City of Citrus Heights Portfolio Management

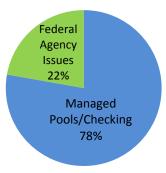
Portfolio Statistics and Performance September 30, 2018

Portfolio Liquidity

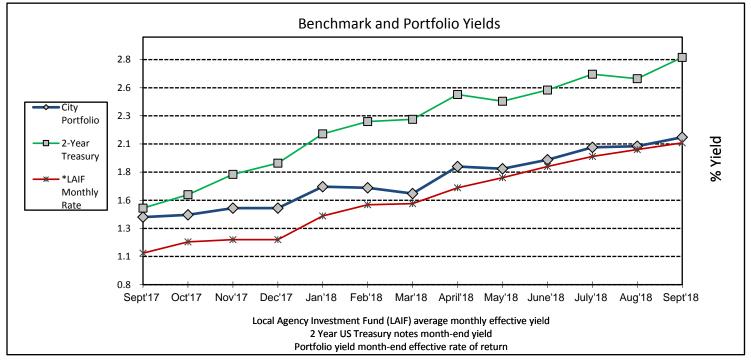
Aging Interval	Par Value
1 - 90 Days	9,697,289
91 Days - 1 Year	0
1 - 2 Years	1,000,000
2 - 3 Years	0
3 - 4 Years	1,850,000
4 - 5 Years	0
TOTAL	12,547,289
*To maturity (does	not include call date)

Portfolio Composition

Investment Type	Market Value
Managed Pools/Checking	9,697,289
Federal Agency Issues	2,769,779
U.S. Treasuries	0
Corporate Notes	0
Certificates of Deposit	0



To maturity (abes not include can date)



Run Date:



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

Christopher W. Boyd, City Manager

FROM: Katherine Cooley, Assistant to the City Manager

SUBJECT: Legal Services Agreements with the Law Office of Ruthann G. Ziegler

and Meyers, Nave, Riback, Silver & Wilson

Summary and Recommendation

Since the city's incorporation in 1997, Ruthann Ziegler has served as the City Attorney for the City of Citrus Heights. As of January 1, 2019, Ruthann Ziegler will no longer be with the law firm of Meyers, Nave, Riback, Silver & Wilson, but rather will be practicing law through the Law Office of Ruthann G. Ziegler.

Due to the transition, Staff recommends:

- 1. the City Council adopt Resolution No. 2018-___ A Resolution of the City Council of the City of Citrus Heights, California authorizing the City Manager to Execute an Agreement for Legal Services with the Law Office of Ruthann G. Ziegler; and
- 2. the City Council adopt Resolution No. 2018-___ A Resolution of the City Council of the City of Citrus Heights, California authorizing the City Manager to Execute an Agreement for Legal Services with the law firm Meyers, Nave, Riback, Silver & Wilson.

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

City Attorney services have been provided to the city, since its incorporation, by Ruthann Ziegler and her law firm. As of January 1, 2019, Ms. Ziegler will no longer be with the law firm Meyers, Nave, Riback, Silver & Wilson, but rather be practicing law through the Law Office of Ruthann G. Ziegler. Due to this transition, staff is recommending the city execute a contract with the Law Office of Ruthann G. Ziegler for the continuation of City Attorney services. A supplemental

Subject: Legal Services Agreements

Date: December 13, 2018

Page 2 of 2

contract with the law firm of Meyers, Nave, Riback, Silver & Wilson is recommended in the event the city requires specialized legal services outside of the scope of Ms. Ziegler's legal expertise.

Staff also recommends the city execute a contract with the Law Office of Ruthann G. Ziegler and Meyers, Nave, Riback, Silver & Wilson; staff will also undertake an analysis of the long-term provision of City Attorney services under direction from the City Council.

Attachments

All attachments should be listed at the end of the staff report with a complete title so that users can find the information they need.

- 1. Resolution No. 2018-___ A Resolution of the City Council of the City of Citrus Heights, California authorizing the City Manager to Execute an Agreement for Legal Services with the Law Office of Ruthann G. Ziegler; and
- 2. Resolution No. 2018-___ A Resolution of the City Council of the City of Citrus Heights, California authorizing the City Manager to Execute an Agreement for Legal Services with the law firm Meyers, Nave, Riback, Silver & Wilson.

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES WITH THE LAW OFFICE OF RUTHANN G. ZIEGLER

WHEREAS, Since the city's incorporation in 1997, Ruthann Ziegler has served as the City Attorney for the City of Citrus Heights;

WHEREAS, as of January 1, 2019, Ruthann Ziegler will no longer be with the law firm Meyers, Nave, Riback, Silver & Wilson, but rather will be practicing law through the Law Office of Ruthann G. Ziegler;

WHEREAS, the City desires to retain the legal services of Ruthann Ziegler; and

WHEREAS, the City desires to execute a contract with the Law Office of Ruthann G. Ziegler.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby authorize the City Manager to execute an agreement for legal services with the Law Office of Ruthann G. Ziegler.

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 13th day of December 2018 by the following vote, to wit:

AYES: NOES: ABSTAIN: ABSENT:	Council Members: Council Members: Council Members: Council Members:		
ATTEST:		Steve Miller, Mayor	
Amy Van, C	ity Clerk		

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES WITH THE LAW FIRM MEYERS, NAVE, RIBACK, SILVER & WILSON

WHEREAS, Since the city's incorporation in 1997, Ruthann Ziegler has served as the City Attorney for the City of Citrus Heights;

WHEREAS, as of January 1, 2019, Ruthann Ziegler will no longer be with the law firm Meyers, Nave, Riback, Silver & Wilson, but rather will be practicing law through the Law Office of Ruthann G. Ziegler;

WHEREAS, the City desires to retain the legal services of Meyers, Nave, Riback, Silver & Wilson for specialized legal services outside the scope of the City Attorney's expertise; and

WHEREAS, the City desires to execute a contract with Meyers, Nave, Riback, Silver & Wilson.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby authorize the City Manager to execute an agreement for legal services with the law firm Meyers, Nave, Riback, Silver & Wilson.

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

A TITE

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 13th day of December 2018 by the following vote, to wit:

AIES:	Council Members:		
NOES:	Council Members:		
ABSTAIN:	Council Members:		
ABSENT:	Council Members:		
		Steve Miller, Mayor	
ATTEST:			
Amy Van, C	ity Clerk		



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

Christopher W. Boyd, City Manager

FROM: Ronda Rivera, Assistant City Manager

Monica Alejandrez, Human Resources Manager

Alex Turcotte, Commander

SUBJECT: Approval of a Side Letter Agreement with the Citrus Heights Police

Officers Association (CHPOA) to the Memorandum of Understanding

covering the Period of October 1, 2017 to September 30, 2020

Summary and Recommendation

Pursuant to the City Council's direction, the city's labor negotiations representatives met and conferred with the representatives of the Citrus Heights Police Officers Association (CHPOA) regarding proposed amendments to the CHPOA's Memorandum of Understanding (MOU) expiring September 30, 2020. The intent of the meetings was to discuss CHPOA members' salary range administration and compensation increases for the remainder of Fiscal Year 2018-2019 and implementation of cost sharing of the employer share of the retirement contribution for "classic" members. The city and CHPOA have reached agreement as reflected in the Side Letter Agreement attached as Exhibit A to Resolution No. 2018 -_____.

Staff recommends the City Council adopt Resolution No. 2018-___ A Resolution of the City Council of the City of Citrus Heights, California, approving a Side Letter Agreement with the Citrus Heights Police Officers Association.

Fiscal Impact

The proposed Agreement will not have a negative fiscal impact to the approved Fiscal Year 2018/2019 Budget.

Background and Analysis

The CHPOA is the exclusive bargaining representative for the Sworn Officers Unit as defined by the city's Employer/Employee Relations Policy. City representatives and CHPOA representatives began the meet and confer process in March 2018 regarding amendments to the current MOU. Pursuant to direction and authority provided by the City Council, the city's labor negotiations representatives conferred with the Association's representatives. On November 29, 2018, the parties reached a tentative agreement on the subject of amendments to the current

Subject: Adopting a Side Letter Agreement with the CHPOA

Date: December 13, 2018

Page 2 of 3

contract addressing: salary range administration and compensation increases for the remainder of Fiscal Year 2018-2019 and implementation of cost sharing of the employer share of the retirement contribution for "classic" members.

The specifics of the parties' agreement to modify the current MOU are set forth in the Side Letter Agreement attached to Resolution No. 2018 - _____ as Exhibit A. They include the following changes:

- 1. Effective December 23, 2018, the low of the salary range will increase by three percent (3%), the high of the salary range will increase by four percent (4%). Changes to the salary range will not increase individual salaries.
- Effective December 23, 2018, individual salaries for officers participating in the 2.7
 © 57 (PEPRA) plan with the California Public Employees' Retirement System (CalPERS)
 - a. Base salary will increase by 3%.
- 3. Effective December 23, 2018, individual salaries for Officers participating in the 3@ 50 and 3@ 55 Retirement Plans (Classic Members)
 - a. Base salary will increase by 4%
 - b. Employees will contribute 3% toward the employer contribution to CalPERS as follows:
 - Effective December 23, 2018 Classic members agree to implement cost sharing of three percent (3%) pursuant to Government Code 20516(f). The foregoing contributions shall be over and above the normal contribution rate required by Public Employee Retirement Law (PERL). Such contributions shall continue until such date as CalPERS approves a contract amendment implementing cost sharing under Government Code 20516.
 - ii. Cost sharing of three percent (3%) pursuant to Government Code Section 20516 effective on such date as CalPERS approves a contact amendment implementing a cost sharing agreement. The foregoing contributions shall be over and above the normal contribution rate required by Public Employee Retirement Law (PERL).
- 4. City agrees to initiate the contract amendment process with CalPERS for cost sharing of three percent (3%) pursuant to Government Code Section 20516 following adoption of the Side Letter Agreement.

There are several steps required to amend the city's contract with CalPERS. CalPERS requires that the agreement to implement cost sharing via contract amendment under Government Code Section 20516 be contained in an MOU or Agreement approved by the governing body prior to initiation of the contract amendment process.

Subject: Adopting a Side Letter Agreement with the CHPOA

Date: December 13, 2018

Page 3 of 3

1. Following adoption by the City Council, the approved Side Letter will be submitted to CalPERS to initiate the contract amendment process.

- 2. No later than thirty (30) days following the submission to CalPERS, CalPERS will provide an exhibit contract amendment, timeline, and the ballots required for the secret voting process.
- 3. The proposed contract amendment is then brought before the City Council for Introduction and First Reading of the Intent to Amend the contract.
- 4. Following approval by City Council of the Resolution of Intent to Amend, a secret ballot election is held. A majority of fifty percent (50%) plus one (1) of the votes cast must be in agreement in order for the contract amendment to proceed. City Clerk may certify the results of the election.
- 5. Upon certification of the vote, but no sooner than 20 calendar days following the First Reading, a Second Reading of the Intent to Amend the contract will be brought before City Council.
- 6. Upon approval by City Council of the Second Reading, the contract amendment then becomes effective 30 days following the second reading.

It is the intent of the city to coordinate the process for amendment of the contract with Classic safety members in the unrepresented Executive Management, Mid-Management and Sworn Supervisory units.

Upon implementation of the contract amendment, contributions under Government Code Section 20516 may be deducted, on a pre-tax basis, the first pay period following the effective date of the amended contract. Employee contributions under the contract amendment pursuant to Section 20516 are deducted and submitted directly to CalPERS.

Contributions under Government Code Section 20516(f) do not require a contract amendment. Such contributions are not deducted on a pre-tax basis and are retained by the City.

Attachments

- (1) Resolution 2018 ____Adoption of Side Letter Agreement with the Citrus Heights Police Officers Association
 - a. Exhibit A: Side Letter Agreement between the City of Citrus Heights and the Citrus Heights Police Officers Association

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, ADOPTING A SIDE LETTER AGREEMENT WITH THE CITRUS HEIGHTS POLICE OFFICERS ASSOCIATION (CHPOA)

WHEREAS, the City of Citrus Heights (City) and Citrus Heights Police Officers Association (CHPOA) entered into a Memorandum of Understanding (MOU) with the term of October 1, 2017 through September 30, 2020;

WHEREAS, representatives of the City and CHPOA have met and conferred in good faith regarding proposed amendments to the MOU and reached a tentative agreement that has been ratified by the membership of the CHPOA;

WHEREAS, this Agreement would provide for the following changes:

- 1. Effective December 23, 2018, the low of the salary range will increase by three percent (3%), the high of the salary range will increase by four percent (4%). Changes to the salary range will not increase individual salaries.
- 2. Effective December 23, 2018, individual salaries for officers participating in the 2.7 @ 57 (PEPRA) plan with the California Public Employees' Retirement System (CalPERS)
 - a. Base salary will increase by 3%.
- 3. Effective December 23, 2018, individual salaries for Officers participating in the 3@ 50 and 3@ 55 Retirement Plans (Classic members)
 - a. Base salary will increase by 4%
 - b. Employees will contribute 3% toward the employer contribution to CalPERS as follows:
 - i. Effective December 23, 2018 Classic members agree to implement cost sharing of three percent (3%) pursuant to Government Code 20516(f). The foregoing contributions shall be over and above the normal contribution rate required by Public Employee Retirement Law (PERL). Such contributions shall continue until such date as CalPERS approves a contract amendment implementing cost sharing under Government Code 20516.
 - ii. Cost sharing of three percent (3%) pursuant to Government Code Section 20516 effective on such date as CalPERS approves a contact amendment implementing a cost sharing agreement. The foregoing contributions shall be over and above the normal contribution rate required by Public Employee Retirement Law (PERL).
 - c. City agrees to initiate the contract amendment process with CalPERS for cost sharing of three percent (3%) pursuant to Government Code Section 20516 following adoption of the Side Letter Agreement.

WHEREAS, this Council finds that the provisions and agreements contained in said Agreement are fair and proper and in the best interest of the City; and

WHEREAS, the Association has previously ratified the terms and conditions of the Side Letter Agreement attached as Exhibit A to this Resolution.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City of Citrus Heights that the terms and conditions contained in the Side Letter Agreement attached as Exhibit A to this Resolution are hereby adopted.

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 13th day of December, 2018 by the following vote, to wit:

AYES: NOES: ABSTAIN: ABSENT:	Council Members: Council Members: Council Members: Council Members:		
ATTEST:		Steve Miller, Mayor	
Amy Van, C	ity Clerk		

SIDE LETTER TO AGREEMENT BETWEEN CITRUS HEIGHTS POLICE OFFICERS ASSOCIATION AND CITY OF CITRUS HEIGHTS

The City of Citrus Heights ("City") and Citrus Heights Police Officers Association ("CHPOA") hereby agree to modify Section 11.3 (Salary Administration) of Article 11 (Salary) and Article 20 (Retirement Benefits) to the existing "Agreement Between Citrus Heights Police Officers Association and City of Citrus Heights, 10/01/17 through 09/30/20" ("Agreement") pursuant to the reopeners referenced in Section 11.3 and Article 20 of the Agreement as follows:

Article 11 Salary

Section 11.3 Salary Administration

Effective October 29, 2017, the City agrees to the following modifications to employee salaries:

- Modification in salary range with an increase of 3% to the top and bottom of the range as noted in the revised salary range enclosed as Attachment "A" to this MOU;
- 2% increase in salary of all employees.

Effective December 23, 2018, the City agrees to the following modifications to employee salaries:

- Modification in salary range with an increase of 4% to the top and 3% to the bottom of the range as noted in the revised salary range enclosed as Attachment "B" to this MOU;
- 4% base salary increase for Police Officers eligible for the 3% @ 50 retirement formula as provided in Article 20 of this Agreement.
- 4% base salary increase for Police Officers eligible for the 3% @ 55 retirement formula as provided in Article 20 of this Agreement.
- 3% base salary increase for Police Officers eligible for the 2.7% @ 57 retirement formula as provided in Article 20 of this Agreement.

The parties agree to an annual reopener on the issue of salary only to determine if an agreement can be reached with respect to salary increases only. The parties agree to meet and confer on the reopener no later than the end of May in 2019 respectively with any changes effective on October 1st of 2019 unless agreed otherwise. If the parties cannot agree on a salary increase during the time period this reopener, there shall be no salary adjustment.

Article 20 Retirement Benefits

The City contracts with the California Public Employees' Retirement System (CalPERS) for retirement benefits for eligible employees. All employees regardless of hire date, pay the member contribution rate as determined by CalPERS. The retirement formula is determined by an employee's date of hire, classification and status with CalPERS.

Police Officers subject to the provisions of the California Public Employees' Pension Reform Act (PEPRA) shall be eligible for the 2.7% @ 57 retirement formula, three year average compensation method, as defined by the PEPRA legislation.

Police Officers determined by CalPERS to be classic members, hired by Citrus Heights Police Department on or after August 15, 2011, shall be eligible for the 3% @ 55 retirement formula, three year average compensation method.

Police Officers hired prior to August 15, 2011, shall be eligible for the 3% @ 50 retirement formula, single highest year compensation method.

CalPERS has the final determination regarding determining an employee's status with CalPERS.

Effective December 23, 2018, Police Officers eligible for the 3% @ 50 retirement formula or the 3% @ 55 retirement formula as provide in this Article agree to pay an additional 3% toward the Employer Contribution (for a total employee contribution of 12%) pursuant to Government Code section 20516(f) until such time that the City's CalPERS retirement contract can be amended to provide for such Police Officers to pay the additional 3% toward the Employer Contribution pursuant to Government Code section 20516(a).

CITY OF CITRUS HEIGHTS	CITRUS HEIGHTS POLICE OFFICERS ASSOCIATION (CHPOA)
Christopher W. Boyd, City Manager	Anthony Boehle, CHPOA President
Ronda Rivera, Lead Negotiator	Larry Menth, CHPOA Representative

ATTACHMENT B

Agreement Between Citrus Heights Police Officers Association and City of Citrus Heights 10/01/17 through 09/30/20

Police Officer Salary Range: \$33.3224 to \$43.2014 hourly (Effective December 23, 2018)



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

FROM: Christopher W. Boyd, City Manager

Ronda Rivera, Assistant City Manager

SUBJECT: Adopting an Agreement with Members of Unrepresented Safety Units

for Cost Sharing Pursuant to Government Code Section 20516

Summary and Recommendation

Staff recommends the City Council adopt Resolution No. 2018-___ A Resolution of the City Council of the City of Citrus Heights, California, adopting an agreement with members of the unrepresented safety Units for cost sharing pursuant to Government Code Section 20516.

- 1. This agreement applies to members in the 3@50 and 3@55 safety retirement plans ("Classic Members") contracted with the California Public Employees Retirement System (CalPERS).
- 2. Classic Members agree to cost sharing of three percent (3%) of the employer contribution pursuant to Government Code Section 20516(f) effective December 23, 2018. The foregoing contributions shall be over and above the normal contribution rate required by Public Employee Retirement Law (PERL) and shall continue until such date as CalPERS approves a contract amendment implementing cost sharing under Government Code 20516.
- 3. Classic Members agree to cost sharing of three percent (3%) pursuant to Government Code Section 20516, effective on such date as CalPERS approves a contract amendment implementing a cost sharing agreement. The foregoing contributions shall be over and above the normal contribution rate required by Public Employee Retirement Law (PERL).
- 4. City agrees to initiate the contract amendment process with CalPERS for cost sharing of three percent (3%) pursuant to Section 20516 upon adoption of the Agreement attached hereto as Exhibit A.

Subject: Agreement to Implement Cost Sharing Pursuant to Government Code 20156

Date: December 13, 2018

Page 2 of 3

5. The contract amendment process shall be coordinated in conjunction with agreement for a contract amendment for cost sharing under Section 20516 for safety members represented by the Citrus Heights Police Officers Association (CHPOA).

Fiscal Impact

The proposed contract amendment will not have a negative fiscal impact to the approved Fiscal Year 2018/2019 Budget.

Background and Analysis

On December 12, 2001, the City Council of the City of Citrus Heights adopted Resolution No. 2001-110 implementing the City's Employer Employee Relations Policy. The Policy was amended on April 13, 2006 by Resolution No. 2006-27. The Policy outlines employee and management rights and describes the process for creating a representative unit. The City Manager has authority to assign classifications into appropriate representative units. The Appropriate Unit List was last updated on September 21, 2018. The following unrepresented Units contain sworn classifications:

Appropriate Unit Designation:

Executive Management – Chief of Police Mid-Management – Assistant Chief of Police , Police Commander, Police Lieutenant Sworn Supervisory – Police Sergeant

There are several steps required to amend the City's contract with CalPERS. CalPERS requires that the agreement to implement cost sharing under Government Code Section 20516(a) be contained in an MOU or Agreement approved by the governing body prior to initiation of the contract amendment process.

- 1. Following adoption by the City Council, the approved Resolution and the attached Agreement, signed a majority of fifty percent (50%) plus one (1) of the affected members, will be submitted to CalPERS to initiate the contract amendment process.
- 2. No later than thirty (30 days) following the submission to CalPERS, CalPERS will provide an exhibit contract amendment, timeline, and the ballots required for the secret voting process.
- 3. The proposed contract amendment is then brought before the City Council for Introduction and First Reading of the Intent to Amend the contract.
- 4. Following approval by City Council of the Resolution of Intent to Amend, a secret ballot election is held. A majority of fifty percent (50%) plus one (1) of the votes cast must be in agreement in order for the contract amendment to proceed. City Clerk may certify the results of the election.
- 5. Upon certification of the vote, but no sooner than 20 calendar days following the First Reading, a Second Reading of the Intent to Amend the contract will be brought before City Council.
- 6. Upon approval by City Council of the Second Reading, the contract amendment then becomes effective 30 days following the second reading.

Subject: Agreement to Implement Cost Sharing Pursuant to Government Code 20156

Date: December 13, 2018

Page 3 of 3

It is the intent of the City to coordinate the amendment of the contract with classic members in the safety plans represented by the Citrus Heights Police Officers Association (CHPOA).

Upon implementation of the contract amendment, contributions under Government Code Section 20516 may be deducted, on a pre-tax basis, the first pay period following the effective date of the amended contract. Employee contributions under the contract amendment pursuant to Section 20516 are deducted and submitted directly to CalPERS.

Contributions under Government Code Section 20516(f) do not require a contract amendment. Such contributions are not deducted on a pre-tax basis and are retained by the City.

Attachments

- 1. Resolution 2018 ____ Adopting an Agreement with Members of Unrepresented Safety Classes for Cost Sharing Pursuant to Government Code Section 20516
 - a. Exhibit A Agreement with Members of Unrepresented Safety Units to Implement Cost Sharing Pursuant to Government Code Section 20516

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, ADOPTING AN AGREEMENT WITH MEMBERS OF UNREPRESENTED SAFETY UNITS FOR COST SHARING PURSUANT TO GOVERNMENT CODE SECTION 20516

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

WHEREAS, the City Council of the City of Citrus Heights wishes to approve an agreement with members of the unrepresented safety Units (sworn Executive Management, sworn Mid-Management, and Sworn Supervisory), as defined by the City's Employer Employee Relations Appropriate Unit List, to implement cost sharing of the employer's contribution toward retirement.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby adopt the attached Agreement (attached hereto as Exhibit A) implementing cost sharing for Classic members in the unrepresented Safety Units with the California Public Employees' Retirement System as follows:

- Three percent (3%) under Government Code Section 20516(f) effective December 23, 2018 until such time that the City's CalPERS retirement contract can be amended to provide for members in the unrepresented safety Units in the 3@50 and 3@55 benefit plans (Classic Members) to pay the additional 3% toward the Employer Contribution pursuant to Government Code Section 20516. The foregoing three percent (3%) shall be over and above the normal contributions required by Public Employee Retirement Law (PERL).
- Effective on such date as CalPERS approves a contract amendment to implement cost sharing pursuant to Government Code Section 20156 ("Section 20156"), members in the unrepresented safety Units in the 3@50 and 3@55 benefit plans (Classic Members) shall pay three percent (3%) of their compensation towards the City of Citrus Heights employer contribution rate pursuant to Section 20516. The foregoing three percent (3%) shall be over and above the normal contributions required by PERL.

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 13th day of December, 2018 by the following vote, to wit:

AYES: NOES:	Council Members: Council Members:		
ABSTAIN:	Council Members:		
ABSENT:	Council Members:		
ATTEST:		Steve Miller, Mayor	
Amy Van, C	ity Clerk		

AGREEMENT BETWEEN MEMBERS OF THE UNREPRESENTED SAFETY UNITS AND THE CITY OF CITRUS HEIGHTS TO SHARE THE COSTS OF THE EMPLOYER CONTRIBUTION PURSUANT TO GOVERNMENT CODE SECTION 20516

The undersigned sworn members of the unrepresented Executive Management, Mid-Management, and Sworn Supervisory Units hereby agree to participate in cost sharing of the required employer contribution. Cost sharing pursuant to this agreement is applicable to members in the 3@50 and 3@55 retirement benefit plans ("Classic members") with the California Public Employees' Retirement System (CalPERS).

Effective December 23, 2018, Classic members agree to pay an additional three percent (3%) under Government Section 20516(f) until such time that the City's CalPERS retirement contract(s) can be amended to provide for cost sharing pursuant to Government Code Section 20516. The foregoing three percent (3%) shall be over and above the normal contributions required by Public Employee Retirement Law (PERL).

Effective on such date as CalPERS approves a contract amendment to implement cost sharing pursuant to Government Code Section 20156 ("Section 20156"), unrepresented safety members shall pay three percent (3%) of their compensation towards the City of Citrus Heights employer contribution rate pursuant to Section 20516. The foregoing three percent (3%) shall be over and above the normal contributions required by PERL.

The City agrees to implement the contract amendment process with CalPERS in a timely manner following the approval of the agreement contained herein by the City Council of the City of Citrus Heights.

City of Citrus Heights

Christopher W. Boyd, City Manager			
UNREPRESENTED CLASSIC SAFETY MEMBERS			
Name Signature	Date		

Aguilar, Joseph A	
Anderson, Gina L	
Baldwin, Jason H	
Barron, Brian K	
Bayer, Deborah L	

AGREEMENT BETWEEN MEMBERS OF THE UNREPRESENTED SAFETY CLASSES AND THE CITY OF CITRUS HEIGHTS Page 2

rage 2		
Name	Signature	Date
Dias, Eric		
2105, 2110		
Evans, James		
Frey, Kristopher M		
Garing, Nicole M		
Garrison, Jeremy L		
Gualco, Shaun		
Gutierrez, David A		
Herman, Wesley J		
Lawrence, Ronald		
Lewis, Ken G		
Morris, Chad L		
Russo, Jason E		
Schaefer, Janet M		
Turcotte, Alexander A		
Wells, Michael R		

Wheaton, Richard T



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

Christopher W. Boyd, City Manager

FROM: Ronda Rivera, Assistant City Manager

Monica Alejandrez, Human Resources Manager Sharon Neilson, Senior Management Analyst

SUBJECT: Adopting Adjustments to Broadband Ranges

Summary and Recommendation

Staff recommends that the Council adopt Resolution No. 2018-__approving adjustments to the broadband range structure outlined below to be effective upon approval.

Broadband Categories	Proposed
Executive Management (exempt)	130,000 - 250,000
Management (exempt)	70,000 – 195,000
Supervisory/Administrative (exempt/non-exempt)	50,000 - 150,000
Professional/Technical (non-exempt)	30,000 - 120,000
Support Staff (non-exempt)	25,000 - 75,000

Fiscal Impact

No fiscal impact.

Background and Analysis

Broadband ranges were established in 1999 as part of the city's salary structure. The city's broadband categories group a wide range of classifications into five categories or bands. The City Council establishes the ranges for the bands. City classifications are assigned to one of the five bands based on responsibilities, supervision, work performed, eligibility for overtime, and other factors. Salary ranges for specific classifications within each band are administratively established by the City Manager. These ranges are determined through studies and/or through internal relationships between classifications.

Broadband ranges are designed to encapsulate a wide range of classifications. The range high and low act as brackets or bookends for each band. In the private sector, broadbands are

Subject: Update to Broadband Ranges

Date: December 13, 2018

Page 2 of 2

typically used without the use of other salary ranges. In the public sector, typically each classification is assigned a salary range and placed within a band based on such factors as eligibility to receive overtime pay, the level of the duties performed, the degree of responsibility and independent judgment required, and the degree of technical expertise or knowledge necessary.

In the city's broadband structure, exempt classifications ineligible for overtime pay fall within the Executive Management (Directors), Management (Division Managers), and Supervisory/Administrative Broadbands. Classifications in these bands are differentiated by the level of responsibility, independence of judgment required, and the degree of significant expertise or technical knowledge. Non-exempt classifications eligible for overtime pay typically fall within the Professional/Technical and Support Staff Broadbands. These bands are differentiated by the level of the duties performed, the type of supervision given and received, and the level of knowledge necessary.

The City Council last adopted changes to the broadband ranges in August 2017. In order to implement the Council's approved Compensation Plan for FY 18/19, the broadbands need to be adjusted.

The chart below shows the current and proposed broadband ranges:

Broadband Categories	Current	Proposed	
Executive Management (exempt)	130,000 - 250,000	130,000 - 250,000	
Management (exempt)	70,000 - 180,000	70,000 - 195,000	
Supervisory/Administrative (exempt/non-exempt)	50,000 - 150,000	50,000 - 150,000	
Professional/Technical (non-exempt)	30,000 - 120,000	30,000 - 120,000	
Support Staff (non-exempt)	25,000 - 75,000	25,000 - 75,000	

Attachments:

(1) Resolution 2018-___ Resolution Approving Adjustments to the Broadband Ranges

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPROVING ADJUSTMENTS TO THE BROADBAND RANGES

WHEREAS, according to the City's Compensation Policy, City classifications will be grouped into different levels called broadband ranges. Each classification will be assigned a salary range that falls within the ranges outlined below. Periodically, the City Council will adopt revised broadband ranges; and

WHEREAS, the proposed change will become effective December 13, 2018.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Citrus Heights does hereby adopt the following broadband ranges.

Broadband Categories	Proposed	
Executive Management (exempt)	130,000 - 250,000	
Management (exempt)	70,000 - 195,000	
Supervisory/Administrative (exempt/non-exempt)	50,000 - 150,000	
Professional/Technical (non-exempt)	30,000 - 120,000	
Support Staff (non-exempt)	25,000 - 75,000	

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 13th day of December 2018 by the following vote, to wit:

AYES: NOES: ABSTAIN:	Council Members: Council Members: Council Members:		
ABSENT:	Council Members:		
		Steve Miller, Mayor	
ATTEST:			
Amy Van, C	ity Clerk		



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

FROM: Christopher W. Boyd, City Manager

SUBJECT: Implementing Changes in Executive Management Compensation

Summary and Recommendation

Staff recommends the City Council adopt Resolution No. 2018-___ A Resolution of the City Council of the City of Citrus Heights, California implementing changes in Executive Management compensation effective December 23, 2018 as follows:

- Total of three percent (3%) merit increase for Assistant City Manager and Community Services Director either as salary increase, or combination of salary increase and monetary payout if less than three percent (3%) from the top of the range.
- Four percent (4%) merit increase with corresponding range adjustment for Chief of Police
 - Chief of Police agrees to pay an additional 3% toward the employer contribution for retirement pursuant to Government Code section 20516(f) until such time that the City's CalPERS retirement contract(s) can be amended to provide for unrepresented safety members in the 3@50 and 3@55 benefit plans to pay the additional 3% toward the Employer Contribution pursuant to Government Code Section 20516. The foregoing three percent (3%) shall be over and above the normal contributions required by Public Employee Retirement Law.

CLASSIFICATION	CURRENT RANGE		PROPOSI	ED RANGE
Chief of Police	\$167,794.43	\$221,910.83	\$174,506.21	\$230,787.26

Consistent with Government Code Section 54953(c)(3) the Council must orally state a summary of Council action on salaries, salary schedules, and fringe benefits for Executive Managers. For ease of records, that statement is as follows, and must be read orally:

Subject: Implementing Changes to Executive Management Compensation

Date: December 13, 2018

Page 2 of 2

"This item is a recommendation to approve a total of three percent (3%) merit increase for Assistant City Manager and Community Services Director either as salary increase, or combination of salary increase and monetary payout if less than three percent (3%) from the top of the range.

And, a recommendation to approve a four percent (4%) merit increase with corresponding range adjustment for Chief of Police.

In addition, Chief of Police agrees to pay three percent (3%) toward the employer contribution for retirement under Government Code Section 20516(f) until such time as the contract with California Public Employees Retirement System (CalPERS) for unrepresented safety members can be amended to allow payment of three percent (3%) toward the Employer Contribution pursuant to Government Code Section 20516.

These changes will become effective on December 23, 2018."

Fiscal Impact

No fiscal impact to the adopted 2018/2019 Budget.

Background and Analysis

The City Council of the City of Citrus Heights adopted Resolution 2017-086 on October 12, 2017, implementing the classifications of Assistant City Manager and Community Services Director, and adopted an Amended Payrate Table which included the salary ranges for executive management classifications. The City Council of the City of Citrus Heights adopted Resolution 2017-074 on August 24, 2017, implementing revised Broad Bands which established the Executive Management Broad Band range at \$130,000 to \$250,000. The proposed increases to the executive management salary ranges are within the Broad Band range limits.

CalPERS regulations allow employees to agree to cost sharing of the employer contribution towards retirement through a written agreement under Government Code Section 20156(f), or via contract amendment under Government Code 20156(a). The Chief of Police has agreed to cost share three percent (3%) of the employer share of retirement contribution via written agreement until such time as the contract amendment process has been completed.

Attachments

(1) Resolution 2018-_Implementing Changes in Executive Compensation

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, IMPLEMENTING CHANGES IN EXECUTIVE COMPENSATION

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

WHEREAS, the City of Citrus Heights has employees rendering valuable service to the City; and

WHEREAS, the City Council of the City of Citrus Heights wishes to approve changes to executive compensation.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby adopt the following changes to be effective December 23, 2018:

- Total of three percent (3%) merit increase for Assistant City Manager and Community Services Director either as salary increase, or combination of salary increase and monetary payout if less than three percent (3%) from the top of the range.
- Four percent (4%) merit increase with corresponding range adjustment for Chief of Police.

CLASSIFICATION	REVISED SALARY RANGE			
	Range Low	Range High		
Chief of Police	\$174,506.21	\$230,787.26		

• Chief of Police agrees to pay an additional three percent (3%) toward the Employer Contribution pursuant to Government Code section 20516(f) until such time that the City's CalPERS retirement contract can be amended to provide for unrepresented safety members in the 3@50 and 3@55 benefit plans to pay the additional three percent (3%) toward the Employer Contribution pursuant to Government Code section 20516. The foregoing three percent (3%) shall be over and above the normal contributions required by Public Employee Retirement Law.

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 13th day of December 2018 by the following vote, to wit:

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

Printed on Recycled Paper

Steve Miller, Mayor

ATTEST:	
	_
Amy Van, City Clerk	



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

Christopher W. Boyd, City Manager

FROM: Ronda Rivera, Assistant City Manager

Sharon Neilson, Senior Management Analyst

SUBJECT: Amended Salary Table effective December 23, 2018

Summary and Recommendation

Staff recommends the Council adopt Resolution No. 2018-___ adopting the amended Salary Table for the City of Citrus Heights effective December 23, 2018.

Fiscal Impact

There is no additional fiscal impact on the adopted budget for FY 2018-2019.

Background and Analysis

California Code of Regulations, Title 2, Section 570.5 and requirements of the California Public Employees' Retirement System (CalPERS) requires that 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 Salary Table (Exhibit A) revises the salary ranges for the following classifications:

Subject: Adopting Updated Salary Table

Date: December 13, 2018

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- 1) Chief of Police
- 2) Assistant Chief of Police
- 3) Police Commander
- 4) Police Lieutenant
- 5) Police Sergeant
- 6) Police Officer
- 7) Police Officer Reserve Level 1 Extra Help

Attachments

- 1. Resolution 2018-___ Adopting the Amended Salary Table for the City of Citrus Heights
 - a. Exhibit A: Amended Salary Table for the City of Citrus Heights effective December 23, 2018

RESOLUTION NO. 2018 -___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS ADOPTING THE AMENDED SALARY TABLE

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

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

AVES.

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 Salary Table attached to this resolution as Exhibit A effective December 23, 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 13th day of December 2018 by the following vote, to wit:

Amy Van, City Cler	·k		
ATTEST:		Steve Miller, Mayor	
ABSTAIN: ABSENT:	Council Members: Council Members:		
NOES:	Council Members:		
	Council Michigans.		

Council Members



CITY OF CITRUS HEIGHTS SALARY TABLE

Effective: December 23, 2018

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY
ACCOUNTANT			33.0195	42.3972
ACCOUNTING TECHNICIAN			24.3892	31.3157
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 CHIEF OF POLICE	144,900.50	186,052.25		
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	174,506.21	230,787.26		
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 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

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
EXECUTIVE ASSISTANT			29.5107	37.8917
FACILITY AND GRNDS MANAGER	103,855.71	133,350.93		
FACILITY AND GRNDS SUPERVISOR	86,881.22	111,555.34		
FACILITY ATTENDANT			15.8000	15.8000
FACILITY ATTENDANT TRAINEE			14.0000	14.0000
FINANCE DIRECTOR	142,858.65	188,933.27		
FINANCE MANAGER	103,855.71	133,350.93		
FINANCIAL ASSISTANT II			19.0463	24.4555
FLEET TECHNICIAN			24.1881	31.0575
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			12.0000	12.0000
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 ANALYST I	68,680.75	88,186.01		
MANAGEMENT ANALYST II	75,548.90	97,004.61		
MANAGEMENT INTERN - EXTRA HELP			14.5081	18.6284
OFFICE ASSISTANT			17.6496	22.6620
OFFICE ASSISTANT - XTRA			17.6496	22.6620
OPERATIONS MANAGER	103,855.71	133,350.93		
PAYROLL SPECIALIST			33.0195	42.3972
PAYROLL TECHNICIAN			26.8279	34.4472
PLANNING MANAGER	103,855.71	133,350.93		
PLANNING TECHNICIAN			23.9877	30.8002
POLICE COMMANDER	131,727.82	169,138.40		
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	112,822.03	144,863.69		
POLICE OFFICER			33.3224	43.2014
POLICE OFFICER – R1 TRAINEE-XTRA			15.6000	16.6920
POLICE OFFICER - RESERVE I-XTRA			33.3224	43.2014
POLICE OFFICER – RESERVE II-XTRA			12.0000	15.4800
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			41.0858	52.7541
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			32.0240	41.1188
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			19.4145	24.9281
SENIOR PLANNER	78,601.56	100,924.40		
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 2017-096 passed 12-14-2017 eff. 01-01-2018 Resolution 2018-046 passed 05-24-2018 eff, retroactive to 02-17-2018 Resolution 2018-117 passed 11-08-2018 eff. 11-08-2018 Resolution 2018- passed 12-13-2018 eff. 12-23-2018



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

Christopher W. Boyd, City Manager

FROM: Rhonda Sherman, Community Services Manager

Alison Bermudez, Associate Planner

SUBJECT: Amendment to Chapter 102, Article II of the Citrus Heights

Municipal Code Regarding Street and Landmark Trees

Summary and Recommendation

Staff is requesting the City Council adopt an ordinance that provides definitive standards for the removal, alteration, and maintenance of street trees and identifies a method in which a tree may become classified as a landmark tree.

Staff recommends the Council Introduce for a First Reading Ordinance No. 2018-_____, and waive the reading of the entire ordinance, an ordinance of the City of Citrus Heights amending Article II of Chapter 102 of the City of Citrus Heights Municipal Code regarding street trees and landmark trees.

Fiscal Impact

There is no fiscal impact with the adoption of this ordinance.

Background and Analysis

Currently, the city does not have any regulations that identify the responsibilities for the inspection, maintenance, removal and replacement of street trees planted within rights-of-way or planting easements. Therefore, the proposed ordinance was drafted in regard to the maintenance and planting of street trees. The work described within the ordinance is not changing the current city operations; this work is currently being performed by the General Services Department.

The ordinance also authorizes the removal of certain trees if they are deemed to be unhealthy, hazardous, or causing excessive damage to existing public or private improvements, or other street trees. The overall regular care, trimming, root pruning, and maintenance will contribute to

Subject: Chapter 102 – Street and Landmark Trees

Date: December 13, 2018

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the preservation of trees and will provide numerous tangible and intangible benefits to residents, visitors, and neighboring communities.

The ordinance also establishes the process in which a property owner may submit a request for their tree to be identified as a "Landmark Tree". Landmark trees are a way to publicly acknowledge a tree of significance. A landmark tree can meet any of the following criteria:

- (a) The tree is an outstanding specimen of a desirable species;
- (b) The tree is one of the largest or oldest trees in Citrus Heights;
- (c) The tree is of historical interest;
- (d) The tree is of distinctive form; or,
- (e) The tree is an unusual species, significant grove or is otherwise unique.

If a tree is awarded the designation of a Landmark Tree, the property owner will be presented with a resolution of appreciation from the City Council and the tree will receive complimentary arborist services from the city's arborist.

The adoption of this ordinance will implement two goals, policies and actions of the General Plan:

Goal 3: Maintain safe and high-quality neighborhoods

Policy 3.4: Enhance the visual quality of City neighborhoods.

Action D: Adopt a Street Tree Ordinance.

Goal 6: Preserve and enhance the character, distinct identity, and livability of the City's rural neighborhoods

Policy 6.3: Enhance and improve the City's tree cover as a valuable

community resource.

Action A: Adopt a Street Tree Ordinance.

Attachments

1. Ordinance Amending Chapter 102 of the Citrus Heights Municipal Code.

ORDINANCE NO. 2018-

AN ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING ARTICLE II OF CHAPTER 102 OF THE CITY OF CITRUS HEIGHTS MUNICIPAL CODE REGARDING STREET TREES AND LANDMARK TREES

The City Council of the City of Citrus Heights does ordain as follows:

SECTION 1. Amendment. Chapter 102, Article II, is hereby amended to add Division 3, Sections 102-106 through 102-117 "Street Trees" and Division 4, Sections 102-130 through 102-131 "Landmark Trees" to the Citrus Heights Municipal Code to read as set forth below:

Article II. Street Trees and Landmark Trees

DIVISION 3. Trees

102-106 Purpose.

The purpose of this Division is to protect the urban forest which consists of thousands of public trees. These trees contribute long-term aesthetic, environmental, and economic benefits to the city. Aesthetically, trees offer dimensions in the form of color, shape, texture, scale and variety and provide numerous tangible and intangible benefits to residents, visitors, and neighboring communities.

Environmental benefits derived by trees include the filtering of air pollutants; increasing atmospheric oxygen levels; stabilizing soils; reducing heat convection; decreasing wind speed; and reducing the negative effects of solar glare. The biological diversity of wildlife and plant communities is enhanced by the favorable conditions created by trees.

Trees are a major capital asset to the city and like any valuable asset they require appropriate care and protection.

The economic benefits derived from trees include increased property values, and additional revenue generated by businesses, visitors and new residents attracted to the urban forest image of the city.

The City of Citrus Heights hereby finds that this Division will:

- (a) Preserve and grow Citrus Heights' canopy cover by protecting landmark, native and specimen trees and expanding the protection of street trees and trees on public property.
- (b) Safeguard the city's urban forest by providing for the regulation of the protection, planting, maintenance and removal of trees in the city.
- (c) Protect the visual and aesthetic character of the city.
- (d) Improve and enhance property values by conserving and adding to the distinctive and unique aesthetic character of the many areas of Citrus Heights.
- (e) Improve the quality of life for residents, visitors and wildlife.

- (f) Create favorable conditions for the protection of designated landmark, native and specimen trees, for the benefit of current and future residents of Citrus Heights.
- (g) Maintain and enhance the general health, safety and welfare of the city and its residents by assisting in counteracting air pollution and in minimizing soil erosion and other related environmental damage.
- (h) Protect and maintain healthy trees in the land use planning processes as set forth herein.
- (i) Establish procedures and practices for fulfilling the purposes of this city tree and tree protection ordinance.

102-107 Definitions.

For the purpose of this Division, the words and phrases used herein shall have the following meaning:

- (a) *Alter or alteration* means cutting, trimming, replacing, spraying, mutilating, causing injury to, interfering with the natural growth of, and/or impairing a street tree.
- (b) *Base* means the point at which a plant's roots and top structure join (usually at or near the soil line).
- (c) *Director* means the Community Services Director or designee.
- (d) *Maintain* or *maintenance*, when used in reference to street trees, means and includes pruning, spraying, mulching, fertilizing, cultivating, supporting, treating for disease or injury, promoting public safety, or any other similar act which promotes the life, growth, health or beauty of street trees not to include the control of vertebrate pests.
- (e) *Planting easement* means that portion of land made available as an easement, and/or land that the City owns in fee title, for the purpose of planting and maintaining City Street Trees.
- (f) *Plant Material* means a living thing that usually produces seeds and typically has a stem, leaves, roots, and sometimes flowers.
- (g) *Private tree* means any tree which has the center of its trunk located on private property when any part of such tree overhangs or touches public property, including, but not limited to, City streets, sidewalks, alleys, rights-of-way, easements, or parks, regardless of the form of ownership of such public property. Shrubs with multiple, or single, trunk(s) are included in this definition of private tree. The Director shall determine whether any specific woody plant shall be considered a private tree.
- (h) *Right-of-way* means land which by deed, conveyances, agreement, easement, dedication, usage, or process of law is reserved for and dedicated to the use of the general public for street or highway purposes.
- (i) Street tree means any tree that has the center of its trunk at ground level located within the right-of-way or planting easement. Shrubs with multiple, or single, trunk(s) are included in this definition of street tree. The Director shall determine whether any specific woody plant shall be considered a street tree.

102-108 Street Tree Rules, Regulations and Policies.

The Director is authorized to render interpretations of all provisions, rules, regulations and policies, including but not limited to the administration and implementation of the provisions of this Division.

102-109 Responsibilities, duties and authority of the Director.

The Director, under the general supervision of the City Manager, shall have the authority and responsibility to do the following:

- (a) Carry out the provisions of this Division;
- (b) Remove, alter or replace any tree located within a right-of-way or planting easement, in accordance with the provisions of this Division;
- (c) Enter in or upon any part of a right-of-way or planting easement or adjacent property as is reasonably necessary for the purpose of planting and maintaining street trees.

102-110 Removal, alteration, and maintenance.

- (a) The Director shall be responsible for inspection, maintenance, removal and replacement of street trees planted within rights-of-way or planting easements. The Director may cause street trees or other plant material planted in a right-of-way or planting easement to be removed by the City if deemed by the Director to be unhealthy, hazardous, or causing excessive damage to existing public or private improvements, or other street trees.
- (b) The Director shall have the authority to require property owners to remove or prune any privately planted tree, shrub, vine, or other plant material if it is determined by the Director to be seriously interfering with the growth and health of any street tree.
- (c) In the event a property owner desires to remove or alter a street tree located in the right-of way or planting easement abutting the owner's property, the owner or authorized agent thereof shall make application to the General Services Department. The applicant shall specify the following in the application to remove or alter the street tree:
 - (1) The type, size, and condition of the existing tree;
 - (2) The reason for desiring removal or alteration of the existing tree;
 - (3) The type, size, and condition of the tree which is to be used as a replacement, if any;
 - (4) The type of planter which exists and the type which will be used in replacement, if any:
 - (5) The estimated cost of removing or altering the existing tree, and installation of the new tree, if any, based on licensed contractor and supplier bids; and
 - (6) The proposed schedule for the removal and/or alteration of the existing tree.
- (d) If a property owner applies to have a street tree removed, the Director shall determine whether or not such tree is required to be retained. In making this determination, the Director shall also consider:
 - (1) The inconvenience or hardship which retention of the tree would cause the property owner; and
 - (2) The condition, age, desirability of variety and location of the tree.
- (e) If the Director finds that the tree may be removed or altered, the Director may authorize the property owner to remove or alter such tree at the owner's sole expense and liability as long as

- the property owner agrees to indemnify the City against any damage arising out of the street tree removal or alteration.
- (f) If a the City issues a permit for removal or alteration of a street tree, all removal or alteration work shall be completed within sixty (60) days from the date of issuance of the permit, and shall be under the general supervision of, and in accordance with, rules established by the Director.
- (g) The Director may condition removal or alteration of the existing street tree upon a licensed contractor performing the work, with such contractor required to carry insurance sufficient to cover all reasonably foreseeable damages as a result of the tree removal and/or alteration and/or replacement. The Director may require the City to be named by endorsement as an additional insured for such insurance.
- (h) Whenever it is deemed necessary by the Director, the Director may require the work specified in the application or any part thereof to be done under the supervision of the Director, and the cost of such supervision shall be borne by the applicant, if so determined by the Director.
- (i) The Director may condition removal of a street tree upon the property owner agreeing to maintain the replacement street tree in good condition for a period of two years after the replacement tree is planted.
- (j) If the costs of the removal or alteration of a street tree, and any damage to City property or other public property as an incident thereto, could reasonably exceed Seven Hundred Fifty and no/100ths (\$750.00) Dollars, then the applicant shall be required to post a form of financial security approved by the Director with the City in such an amount prior to the tree being altered or removed and replaced. Such security shall be released, less any costs incurred by the City due to the City needing to finish alteration, removal or replacement of the street tree or to repair damage to City property caused by same, within thirty (30) days after successful removal and replacement of the applicant's street tree.
- (k) All tree stumps removed pursuant to the removal permit shall be removed to a depth specified by the Director in writing.
- (l) Before removing or altering any street tree, the applicant must also comply with all applicable encroachment permit requirements as set forth in section 78-1 of this Code.
- (m) Before removing any street tree pursuant to such removal permit, the property owner shall contact Underground Service Alert (USA) by calling 811 at least forty-eight (48) hours before removing any tree stump(s) pursuant to the removal permit. If USA determines that removal of such tree stump(s) will result in damage to any utility or service, then the Director may reconsider allowing the removal of the tree.
- (n) No person shall interfere or cause any person to interfere with any work being done under the provisions of this Division by any employee of the City, or by any person or firm doing work for the City, or under a permit granted by the City.
- (o) No person shall interfere or cause anyone to interfere with or damage any overhead wires or underground pipes or conduits while removing, trimming, pruning, spraying, or cutting any street trees in a right-of-way or planting easement. The owner of such facilities shall be notified in writing by the applicant when such work may interfere with or cause damage to the facilities. The cost of repair of the damage to overhead wires, underground pipes or conduits shall be the responsibility of the person, firm or corporation doing and/or causing the work to be done. The City, its officers, employees and authorized City agents shall be exempt from the provisions of this subsection.

102-111 Altering or removing City trees or shrubbery unlawful.

- (a) It is hereby declared to be unlawful for any person or agent thereof to remove or alter any aboveor below-ground growth of any tree, shrub, or plant being or growing in or on any public street, planting easement or right-of-way in this City, or cause or permit the same to be done except pursuant to a permit as provided in section 102-110 of this chapter.
- (b) If a permit from the Director is not obtained, it shall be unlawful for any person to remove or alter by any means any street tree planted or maintained by the City in rights-of-way or planting easements, including, but not limited to, the following:
 - (1) Constructing a concrete sidewalk or driveway or otherwise filling up the ground around any street tree so as to shut off air or water from its roots;
 - (2) Piling building materials, equipment, or other substance around any street tree;
 - (3) Pouring any deleterious material on any street tree or on the ground near any street tree;
 - (4) Posting any sign, poster, notice, or other object on any street tree, tree stake or guard, or fastening any guy wire, cable, rope, nails, screws, or other device to any street tree, tree stake or guard;
 - (5) Causing or encouraging any fire or burning near or around any street tree;
 - (6) Using any mechanical weeding device against a street tree;
 - (7) Constructing retaining walls, fences, or other similar improvements which prohibit the planting or maintaining of street trees or otherwise affect their growth;
 - (8) Operating construction equipment in such a manner to cause it to contact the street tree;
 - (9) Disrupting the anchorage of the street tree; and
 - (10) Changing the grade around the street tree including raising the level of soil, dirt or other organic or inorganic matter to be higher than the level of the base of the street tree within eighteen (18") inches of the street tree.

102-112 Planting and maintenance.

- (a) No maintenance of street trees will be provided by the City in areas not within the City except by special written agreement with the City.
- (b) It shall be unlawful for any person to plant any tree, shrub or plant in or upon any public street, planting easement, rights-of-way, or any city owned property without first having obtained written permission therefor from the Director, who shall designate the kind, variety, size and location of the tree, shrub or plant to be planted.
- (c) This section shall not prevent any otherwise authorized person, firm or public utility or public agency from installing and maintaining any overhead wires or underground pipes or conduits lawfully on, over or under public streets or public rights-of-way, subject to the provisions and requirements of this Code or applicable law. The Director, when reviewing plans for planting, maintenance or removal of street trees, shall consider the effect upon existing overhead wires or underground pipes or conduits and shall avoid unnecessary disturbance to or relocation of said facilities.

102-113 Pruning, corner clearance.

(a) Every owner property shall be required to maintain the tree(s) on the owner's property such that, for any tree overhanging any street or right-of-way, the tree's branches do not obstruct the light

from any City-owned street light onto a public street, public park, or similar public area or obstruct the public view of any public street intersection. At a minimum, and there shall be a clear space of eight feet above the surface of the public sidewalk and sixteen feet above the surface of the public street. Such property owner shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. With prior written notice to the property owner, the city shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the public street from a street light or interferes with visibility of any traffic control device or sign.

102-114 Cooperation with other agencies.

- (a) Any public utility or public agency maintaining or performing any other work on any overhead wires or underground pipes or conduits shall obtain prior written authorization from the Director before performing any maintenance or such work to the wires, pipes, or conduits, if such maintenance or other work would alter street trees. The public utility or public agency shall in no way alter any street tree until its plans and procedures have been approved in writing by the Director.
- (b) The Director shall be allowed to inspect any and all maintenance or other work performed by a public utility or public agency that might affect street trees. During the performance of such work, if, in the opinion of the Director, the work would cause excessive or unnecessary injury to any street tree, the Director shall have the authority to stop the maintenance or other work and arrange with the public utility or public agency another method of work satisfactory to the City.
- (c) The provisions of subsections (a) and (b) of this section shall not apply to emergency public utility maintenance work that is performed during hours in which City personnel are not working.

102-115 Liability.

Nothing in this Division shall impose any liability upon the City, or members of the Council, or any of its officials or employees or authorized City agents, nor relieve the owner or occupant of any private property from any duty to keep his/her private property in a safe condition and free from hazards to public use

102-116 Remedies.

Any person violating any provision of this Division shall be subject to, but not limited to, the city seeking recovery of the value of any street tree that is damaged or removed. The value of any particular street tree shall be determined by the General Services Department in accordance with standard claims practice.

Division 4. Landmark Trees

102-130 Landmark tree designation criteria.

Any person may and is encouraged to submit a proposal to designate a tree as a landmark tree. Property owners of trees under consideration shall be notified that a proposal has been submitted and shall have the opportunity to be fully involved in the designation process. Proposals shall be reviewed by the Director, or his or her designee. Upon recommendation of the Director and approval of the city council, a tree may be designated as a landmark tree if it meets any of the following criteria:

- (a) The tree is an outstanding specimen of a desirable species;
- (b) The tree is one of the largest or oldest trees in Citrus Heights;

(c) The tree is of historical interest;

Amy Van, City Clerk

- (d) The tree is of distinctive form; or,
- (e) The tree is an unusual species, part of a significant grove or is otherwise unique.

The Director shall notify, in writing, the person who submitted the proposal and the tree owner (if different from the applicant) of the city council's decision.

102-131 Landmark tree designation—Benefits to property owners.

Owners of property of a landmark tree(s) are eligible to receive benefits for the care and maintenance of their landmark tree. Typical benefits may include:

- (a) Discounts by participating local contractors and arborists for work on landmark trees. The city does not guarantee that discounts will be given in all cases but may work with landmark tree owners in securing a contractor discount on an individual basis.
- (b) Owners shall receive a resolution of appreciation from the City of Citrus Heights.
- (c) Free consultation and advice from the city arborist for the landmark tree.

SECTION 2. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption. Within fifteen (15) days of its adoption, this ordinance shall be published at least once in a newspaper of general circulation published and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights thisday of, 2018 by the following vote:				
AYES: NOES: ABSENT: ABSTAIN:	Council Members: Council Members: Council Members: Council Members:			
		xxxxx, Mayor		
ATTEST:				



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

Christopher W. Boyd, City Manager

FROM: Rhonda Sherman, Community Services Manager

Colleen McDuffee, Planning Manager Alison Bermudez, Associate Planner

SUBJECT: Submission of Application for Tree City USA Designation

Summary and Recommendation

Staff is requesting authorization to submit an application to the National Arbor Day Foundation for consideration of the City of Citrus Heights to be designated as a Tree City USA.

Staff recommends the City Council adopt Resolution No. 2018-______, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the submission of an application to the National Arbor Day Foundation for consideration of Citrus Heights being designated a Tree City USA community.

Fiscal Impact

Selection as a Tree City USA community is based, in part, on the annual expenditure for tree-related programs and services within a community (e.g. tree care and management, plantings, labor costs). Budgeted tree-related funds in fiscal year 17/18 exceed \$296,000. This budget includes both the city and Sunrise Recreation and Park District's budget for community forestry expenditures such as tree maintenance, tree planting, and staffing costs. If the Tree City USA designation is awarded, no additional funding will be required beyond the installation of the foundation's provided "Tree City USA" signage and the planting/planning of an annual Arbor Day event.

Background and Analysis

The City of Citrus Heights maintains approximately 22,428 trees along public streets and roadways and Sunrise Recreation and Park District maintains approximately 5,566 trees within its parks. The city's tree composition includes over 175 unique species with valley oak being the

Subject: Tree City USA Designation Application

Date: December 13, 2018

Page 2 of 2

most prevalent species. Both the city and the park district work hard to protect the community's urban forest, and staff would like to ensure these efforts continue and are recognized.

To qualify for Tree City USA, the City of Citrus Heights must meet four standards established by The Arbor Day Foundation and the National Association of State Foresters. These standards were established to ensure that every qualifying community would have a viable tree management plan and ongoing program. Below is a list of the four required standards and a recap of how the city has met the standard:

- 1) **Observance of an annual Arbor Day-** On October 27, 2018, an event was held on the City Hall campus that included the planting of a tree and the reading of a proclamation declaring the day as Arbor Day. A copy of the proclamation and photos from the event are provided as Attachment 2.
- 2) **Expenditures of at least \$2.00 per capita on tree-related programs** Both the city's budget and Sunrise Recreation and Park District's budget were reviewed as shown in Attachment 3. A total of \$296,000 in tree related expenditures are budgeted. This exceeds the minimum standard of \$2 per capita.
- 3) **A Street Tree ordinance** The adoption of a Street Tree Ordinance will be considered at the December 13, 2018 City Council meeting.
- 4) A tree department- The city's General Services Department serves this role.

A designation of the City of Citrus Heights to be a Tree City USA community will:

- Encourage better care of our urban forest;
- Touch the lives of people within the community who benefit daily from cleaner air, shadier streets, and aesthetic beauty that healthy, well-managed urban forests provide;
- Increase public awareness of the many social, economic and environmental benefits an urban forest provides;
- Provide education to improve current urban forestry practices;
- Help present the kind of image that most citizens want to have for the place they live or conduct business;
- Inform visitors, through signage, that here is a community that cares about its environment;
- Provide a way to reach large numbers of people with information about tree care; and
- Contribute to our community pride.

This will be the first time the city has filed an application for consideration to become a Tree City USA. If the designation is awarded, yearly recertification will be required.

Attachments

- 1. Resolution 2018-____Authorizing the Submission of an Application to the National Arbor Day Foundation for the Consideration of Citrus Heights being Designated a Tree City USA Community
- 2. Arbor Day Event Photos and Proclamation
- 3. Budget worksheets

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NATIONAL ARBOR DAY FOUNDATION FOR CONSIDERATION OF CITRUS HEIGHTS BEING DESIGNATED A TREE CITY USA COMMUNITY

WHEREAS, trees play an important role in the quality of life of a community in providing needed shade and cooling, aesthetic beauty, and increased property values;

WHEREAS, the planting of trees today allows us to pass along a legacy of community and environmental awareness to future generations;

WHEREAS, the City of Citrus Heights has made a significant policy statement regarding the important role trees play in the development and redevelopment of public and private property within the City, as exhibited by an Arbor Day Proclamation and Observance, the adoption of a Street Tree ordinance, the adoption of a Tree Preservation ordinance, and a 50% shade requirement on all parking lots within 15 years of the tree being planted; and

WHEREAS, Tree City USA communities must submit an application for certification, and must on annual basis submit an application for recertification to maintain their designation.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby authorize City staff to submit an application for certification to the National Arbor Day Foundation for their consideration of Citrus Heights to be designated as a Tree City USA community for the year 2019.

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 13th day of December 2018 by the following vote, to wit:

AYES: NOES: ABSTAIN: ABSENT:	Council Members: Council Members: Council Members: Council Members:		
ATTEST:		Steve Miller, Mayor	
Amy Van, C	ity Clerk		

ARBOR DAY CELEBRATION OCTOBER 27, 2018





PROCLAMATION

of the City of Citrus Heights Proclaiming October 27, 2018 as "Arbor Day 2018"

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Citrus Heights, California, does hereby proclaim October 27, 2018, as Arbor Day 2018 in the City of Citrus Heights, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

ATTEST:

CTRUS HER

Steve Miller, Mayor

Amy Van. City Cle



Solid roots. New growth.

Total funding Required \$ 175,462.00

Tree Management (Workers salary or percentage thereof if tree care is only part of their duties. Can include contract workers) \$44,781.00

Tree plantings and initial care \$15,000.00

Tree maintenance (includes fertilizer, insect control staking,
mulching, stump removal, tree trimming, brush/trash pu, etc) \$90,000.00

Tree Removals \$50,000.00

Membership (dues for tree originzations can include certifications and/or conferences related to tree care)

Population

Equipment (includes rental, eqt maintenance, eqt purchases for tree maintenace and software/computers for tree surveys, records or similar)

Arbor Day Program (includes brochures, contests, prizes related to trees)

Other associated tree costs (please briefly describe)

TOTAL CITY BUDGET \$199,781.00

*\$\$ amount can include grant monies

^pop based upon DOF 2018 estimated

PER CAPITA REQUIRED \$2 PER CAPITA ACHIEVED (199,781+97,072/87731)

\$3.38



Population	87,731

Total funding Required (city and district combined) \$ 175,462.00

Yearly Annual Budget \$\$* (if applicable)

Tree Management

(Workers salary or percentage thereof if tree care is only part of their duties. Can include contract workers. Include public education, professional training, memberships, salaries, street and park tree inventory.)

\$46,521.00

Tree Plantings and Initial Care

(2 Tree Planting Events Per Year)

\$12,376.00

Tree Maintenance and Equipment

(Maintenance includes fertilizer, insect control staking, mulching, stump removal, tree trimming, brush/trash pu, etc. Equipment includes rental, eqt maintenance, eqt purchases for tree maintenace and software/computers for tree surveys, records or similar.)

\$30,825.00 \$6,250.00

Tree Removals

Arbor Day Program

(Includes brochures, contests, prizes related to trees.)

\$1,100.00

TOTAL

\$97,072.00



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

Christopher W. Boyd, City Manager

FROM: Rhonda Sherman, Community Services Director

Mary Poole, Operations Manager

SUBJECT: Annexation Agreement with Sacramento Regional Transit

District (SacRT)

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, was amended in December 2017 and will terminate on December 31, 2019, unless sooner terminated or cancelled.

SacRT has approached the cities of Citrus Heights, Folsom and Elk Grove as part of an effort to unify the district throughout the Sacramento County region. SacRT has proposed the city annex into SacRT and has worked collaboratively with the city to develop a negotiated annexation agreement intended to provide for the same or better service levels to the city. In addition, the negotiated annexation agreement commits the city and SacRT to collaborate to achieve capital and programmatic transit related investments benefitting city transit customers and the city as a whole.

The attached resolution includes the proposed negotiated annexation agreement which memorializes service level commitments, transit infrastructure, operations and programmatic investments in the city as well as setting forth guidance for the collaborative relationship between the agencies. The agreement also includes provisions for bus stop and shelter maintenance services along with accountability measures. Annexing into SacRT will also increase the city's voting shares on the SacRT Board of Directors to between 9 and 11 shares depending on other jurisdictions' annexation status and financial contributions.

Staff recommends the City Council adopt Resolution No. 2018-_____, A Resolution of the City of Citrus Heights, California approving the negotiated annexation with Sacramento Regional Transit and authorizing the City Manager to execute the

Date: December 13, 2018

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Annexation Agreement and any related agreements referenced within the Annexation Agreement.

Fiscal Impact

There is no fiscal impact to the adopted FY 18-19 budget.

Background and Analysis

History

The city has a nearly twenty-year history of contracting with SacRT for public transit services. Over time, there have been numerous discussions relative to the pros and cons of annexation and until this most recent annexation proposal, the city has chosen to continue the contract model of a service relationship.

The Opportunity

The driving reason behind this proposal to annex to SacRT is to position SacRT to be as competitive as possible for limited fiscal resources. SacRT is competing with major metropolitan areas in the Bay Area and Southern California, as well as across the nation, to secure funding for critical transit infrastructure projects. These projects are needed in order to meet congestion reduction and clean air targets for the region as well as provide mobility alternatives for a growing population of transit dependent riders as well as the choice rider market.

Regional Competiveness

The most significant advantage of annexation is the increased ability for the city to participate in, and benefit from, access to more regional, state, and federal transit investment opportunities. This is primarily in the form of SacRT becoming a unified district and having strong partnerships with its member jurisdictions. As the trend for funders is to demand collaborative planning and project delivery in order to successfully secure funding, it has become more and more important to formalize and strengthen existing partnerships.

Preservation and/or Improvement of Existing Service Levels

The intent of the negotiated Annexation Agreement is to maintain or improve existing service levels for Citrus Heights. In order to achieve this intent, the Agreement includes initial minimum performance standards as set forth in the city's comprehensive Transit Plan, adopted on October 11, 2018. The Agreement also directs the city and SacRT to jointly develop a methodology to assess and measure service levels and performance levels, which is intended to ensure the intention to preserve and/or improve existing service levels is realized. It should be noted that ultimately SacRT may make major service changes without city approval; however, the authority to do so is consistent with the current contract for services between the city and SacRT.

Date: December 13, 2018

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Preservation of Current Level of Access to Paratransit Service

The law requires this service to be provided to origins and destinations within ¾ mile radius of a fixed route bus line or light rail line during regular service hours. SacRT provides the required service through an agreement with Paratransit, Inc. In addition, Paratransit provides service beyond what is legally required as part of its designation as the Consolidated Transportation Service Agency (CTSA) in Sacramento County. Under this designation, Paratransit operates additional services benefitting Citrus Heights and essentially providing access to Paratransit service to all eligible residents in the city. Thus, the ADA required service within ¾ mile of fixed routes is provided by SacRT as part of its (and the city's) ADA service obligation and the rest of the city is afforded access to service by virtue of the CTSA arm of Paratransit. In addition, the current agreement between SacRT and Paratransit allows Citrus Heights residents only, the ability to have direct service to some medical facilities within Roseville, without having to transfer to Roseville transit lines at the Louis/Orlando Transit Center. It should be noted that this direct service is not required by ADA regulations, but is an enhanced service provided by Paratransit Inc. as part of their Board policy.

The proposed negotiated Annexation Agreement preserves the ADA required service levels and commits to maintaining access to Roseville destinations as long as allowed by the City of Roseville. In addition, while the determination of the CTSA designation is under Sacramento Area Council of Governments (SACOG) jurisdiction, SacRT will continue to support the expanded coverage model currently in effect with Paratransit, Inc. as long as the appropriate funding is available.

Improved Bus Stop Maintenance

Bus stop maintenance is a high priority for the city. As such, improved general cleaning and graffiti abatement are included in the Annexation Agreement. This service will be significantly improved as a result of the agreement with SacRT by dedicating a full time staff person to provide direct maintenance services and to ensure any contract services are meeting and/or exceeding performance standards. Should the city and SacRT determine the city is better able to provide for general cleaning and maintenance services, there is a process for the city to take over provision of service and for SacRT to reimburse the city for actual costs.

Increased Voting Shares / Local Control

The largest area of concern for the city in looking at the potential annexation is the loss of local control. The city currently participates in SacRT as a contract member and as such, is allocated 5 of 100 available voting shares based solely on the city's financial contribution to the district. City contributions to SacRT are derived from the Transportation Development Act (TDA) and are dedicated for transit-related purposes.

The proposed Annexation Agreement will increase the city's voting shares by 5 votes, which are automatically allocated to any annexed jurisdiction. The remaining shares are based on financial contributions. Depending on the status of Folsom and Elk Grove

Date: December 13, 2018

Page **4** of **7**

annexations and the varying financial contributions, the projection for Citrus Heights voting shares varies between 9 and 11.

While the proposed agreement will essentially double the city's vote shares on the SacRT Board, the ability for the city to have a significant effect on SacRT Board decisions remains minimal. However, should the annexations of Folsom and Elk Grove be successful, there will be a more balanced SacRT Board Member representation between smaller cities and the city and county of Sacramento as well as more balance between urban and suburban interests.

The table below shows the estimated breakdown based on current fiscal projections and annexation status of Citrus Heights, Elk Grove, and Folsom.

Jurisdiction	Today	With Annexation – Citrus Heights Only	With Annexation of All (Folsom, CH, EG) ¹
County of	41	39	31
Sacramento	71	3)	31
City of	37	35	27
Sacramento	31	35	21
Rancho Cordova	10	9	8
Citrus Heights	5	10	11
Folsom	4	4	11
Elk Grove	3	3	12

¹Estimates based on 2018 revenue generation – vote shares may move up or down as tax revenues shift

Annexation Pros and Cons

The option to annex into the SacRT district was a distinct analysis effort as part of the city's recent comprehensive Citrus Heights Transit Plan (CHTP) project. Thus, specific consideration of this option was strategically included throughout the plan development process. In the Alternatives Analysis section of the Plan, the option to annex into the SacRT district is discussed at length, with specific recommendations based upon CHTP findings and recommendations throughout the plan development process.

A table of priority deal points was included in the CHTP to guide negotiations as annexation is considered by both agencies. These deal points were the basis for development of the negotiated annexation agreement, and are set forth in the table below along with the status of each item in the proposed Annexation Agreement. Items identified in the CHTP as a deal point are indicated with an asterisk.

The pros and cons are summarized in the table below.

Subject: Transit Annexation Agreement Date: December 13, 2018 Page 5 of 7

.	DD O	CON
Topic	PRO	CON
		Limited ability to directly
T '. E 1'		ensure fair application of
Transit Funding		transit investments
T	Increased voting power from current	
Vote Shares	5 shares of 100 to between 9-11	
Regional	Increased regional competitiveness	
Competitiveness	for local, state and federal dollars	
*Capital and	Enables more focus on transit	
Program	education and advocacy, grants,	
Improvements	planning and project development	
		Funding, project, grant
	City Manager and RT Board must	applications and program
	approve major services changes for	priorities determined at
Local Control	services within Citrus Heights	SacRT Board level
*Incorporation of		
CHTP into	Commitment to CHTP priorities and	
SacRT Forward	service standards	No guarantees
*Minimum		_
Service		
Levels/Travel	CHTP minimum levels included as	May be determined at SacRT
Time Guarantees	starting point	Board level in future years
*Bus Stop and	Dedicated person for Citrus Heights;	-
Shelter	ability for city to take over if	
Maintenance	performance standards not met	
	Will work to ensure current	
	expanded level of service, accessible	
*Access to ADA	to all Citrus Heights residents is	
Service	continued as funding available	
	SacRT will work on legislation to	
	lower threshold to 2/3 SacRT Board	Difficult to detach; unlikely
*Annexation	approval for detachment	to ever occur
	Funding for bike/ped and capital	
	projects maintained in current	
*Administration	contract format	
	Commitment for city to have	
	equitable access to new mobility	
*Mobility of the	options and technologies as well as	
Future	any new applicable funding	
1 dtuic	any new applicable fulluling	

^{*}These topics are identified in the 2018 Citrus Heights Transit Plan for inclusion in the negotiated annexation agreement

Date: December 13, 2018

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Alternatives Considered

The recommendation as to which direction to pursue in terms of transit system management has been in development for several years. The proposal to annex into the SacRT district was first brought to the city in 2013 and was evaluated as part of the 2014 Transit Management Study. Key outcomes of that study included the following: 1) continue with a contract for services model; and 2) conduct a comprehensive transit planning process from which more informed recommendations could be developed.

Continuing with a contract for services model was evaluated through the lens of long term practicality and benefit for the city. The contract model allows the city flexibility to pursue other transit service delivery models, such as provision of local circulator service (e.g. City Ride, SmaRT Ride, the current Route 95, or service provided by Transportation Network Companies (TNCs), Mobility Service Providers (MSPs) or ride hailing services). However, the proposed negotiated Annexation Agreement does not preclude such services and SacRT currently has a microtransit pilot operating in the Citrus Heights area. The contract for services model with SacRT has the key benefits of maintaining local control and allowing the city to look at other contract options with other providers. The significant disadvantage to this model is the ongoing challenge of equitably allocating cost for services, which includes transit serving Citrus Heights as well as access to regional transit service. SacRT's position relative to Citrus Heights' current contribution to the cost for service is that the city contributes less than the actual cost for service.

Another model examined through the 2014 Transit Management Study and revisited as part of the comprehensive 2018 Citrus Heights Transit Plan was the option of the city taking over provision of transit service itself by contracting with another service provider similar to the cities of Elk Grove and Roseville. After careful review, it was determined this option would be cost prohibitive to administer and would also have negative regional impacts by decreasing local and regional competitiveness for discretionary federal, state and local transit funding.

The city's comprehensive Transit Management Plan was adopted by the City Council on October 11, 2018. This potential negotiated annexation into SacRT was considered a possible preferred alternative for transit service management. Therefore, the potential of a negotiated annexation was included in the analysis. Findings and recommendations were incorporated into the final plan, including deal points for a negotiated annexation agreement with SacRT. The table above includes the pros and cons of the current proposed annexation agreement and also identifies whether each topic was included in the Transit Plan as a deal point.

In addition to the specific deal points, the recitals in the Annexation Agreement include commitments to city priorities and overall goals. These recitals are specifically included as part of the Annexation Agreement. The discussion below summarizes city priorities, included in the CHTP, which will serve as guidance for city staff to work with SacRT in near and long term planning and implementation efforts.

Date: December 13, 2018

Page **7** of **7**

Priority 1: Local Access to Transit

Local stakeholders identified greater transit access for trips within Citrus Heights as a top priority. Local transit trips can be served through an expansion of fixed route bus routes, an expansion in the availability of SmaRT Ride service, or a mixture of the two approaches. The preferred plan would invest in new fixed route services such as the new Route 81 and restructured Route 103 while maintaining the current level of SmaRT Ride investment.

Priority 2: Access to Regional Services

The next priority is to retain access to regional services. Access to the Blue Line and Gold Line stations must be retained in terms of frequency of service and travel time. The travel time performance standards to reach the regional system should continue to be not more than 1.1 times auto travel time. Additionally, the frequency of service, weekdays from 6 a.m. until 7 p.m., at minimum, must be every 15 minutes to the station with the shortest overall travel time to reach downtown Sacramento.

Priority 3: Access to Employment

Finally, access to employment is one of the top three priority areas. Access to the major employers in Citrus Heights must be retained, particularly for employers in the vicinity of Sunrise Mall. This is crucial to these employers ability to recruit and retain employees. Equally important is employment access for those living in Citrus Heights, but working outside of the city. Travel to these destinations must be established with reasonable frequencies and travel times. The most important destinations include Roseville and Rancho Cordova. To the extent feasible, these services should be provided on a limited stop, or express mode with transit to auto travel times of not more than 1.1.

Next steps include incorporation of the CHTP into the SacRT Forward process, inclusion of deal points in annexation negotiations and pursuit of planning, operating, maintenance, and construction resources to achieve goals and objectives outlined in the Plan.

Attachments:

- (1) Resolution ____; A Resolution of the City Council of the City of Citrus Heights, California, Approving the Negotiated Annexation Agreement with SacRT and authorizing the City Manager to execute the Agreement and any agreements related to the Annexation Agreement
- (2) Negotiated Annexation Agreement

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPROVING THE NEGOTIATED ANNEXATION AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT

- **WHEREAS**, pursuant to California Public Utilities Code (PUC) Section 102100, SacRT was established to operate a single unified public transportation system in the Sacramento region in order to meet the present and future public transportation, and mass and rapid transit, needs of that region;
- **WHEREAS**, pursuant to that authority, SacRT operates public transit services (including but not limited to bus and light rail) in the Sacramento region;
- **WHEREAS**, the City of Citrus Heights ("City") was incorporated as a general law city on January 1, 1997;
 - WHEREAS, since incorporation, City has contracted with SacRT for bus service to City;
- **WHEREAS**, pursuant to PUC Section 102055, City may annex to SacRT based on an agreement entered into between the legislative body of City and the SacRT Board of Directors setting forth the terms and conditions of the annexation;
 - WHEREAS, City has considered a request from SacRT to annex to SacRT;
- **WHEREAS**, City is willing to annex to SacRT with the condition that the annexation agreement is negotiated between the two agencies in good faith;
- **WHEREAS**, the negotiated annexation agreement results in a service and transit investment package that is as good or better than the current transit services agreement between the City and SacRT;
- **WHEREAS**, the negotiated annexation agreement includes SacRT commitments to include service standards and community priorities identified within the 2018 Citrus Heights Transit Plan;
- **WHEREAS**, SacRT's system network redesign process will include recommendations from the 2018 Citrus Heights Transit Plan;
- **WHEREAS**, Citrus Heights intended to develop a transit plan that would inform and complement the SacRT system redesign project (SacRT Forward); and
- **WHEREAS**, the Citrus Heights Transit Plan and any related city planning updates will continue to be referenced for guidance in SacRT transit planning for the future.
- **NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights, the Negotiated Annexation Agreement with Sacramento Regional Transit is hereby approved and the city manager is authorized to execute the annexation agreement and any related agreements referenced within the Annexation Agreement.

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 13th day of December, 2018 by the following vote, to wit:

AYES: NOES: ABSTAIN: ABSENT:	Council Members: Council Members: Council Members: Council Members:		
ATTEST:		Steve Miller, Mayor	
Amy Van, C	ity Clerk		

ANNEXATION AGREEMENT CITY OF CITRUS HEIGHTS

THIS ANNEXATION AGREEMENT ("ANNEXATION AGREEMENT") between the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation, herein referred to as "SacRT," and CITY OF CITRUS HEIGHTS, a municipal corporation, herein referred to as "CITY," and collectively referred to as "Parties," is made and entered into on _________, 20 ("Execution Date").

RECITALS

WHEREAS, pursuant to California Public Utilities Code (PUC) Section 102100, SacRT was established to operate a single unified public transportation system in the Sacramento region in order to meet the present and future public transportation, and mass and rapid transit, needs of the region; and

WHEREAS, pursuant to that authority, SacRT operates public transit services (including but not limited to bus and light rail) in the Sacramento region; and

WHEREAS, public transit service provides vital mobility options for low income, seniors, students and disabled residents; and

WHEREAS, public transit service provides essential economic and environmental benefits through employment access, reduced congestion and greenhouse gas reductions; and

WHEREAS, CITY was incorporated as a general law city effective January 1, 1997; and

WHEREAS, since incorporation, CITY has contracted with SacRT for public transit service for CITY; and

WHEREAS, pursuant to PUC Section 102055, CITY may annex to SacRT based on an agreement entered into between the legislative body of CITY and the SacRT Board of Directors setting forth the terms and conditions of the annexation; and

WHEREAS, CITY has considered a request from SacRT to annex to SacRT; and

WHEREAS, the intent of the Annexation Agreement is to result in terms and conditions that are equivalent to or better than the existing AGREEMENT WITH CITY OF CITRUS HEIGHTS FOR BUS SERVICE, as amended in 2017 ("2015 AGREEMENT") relating to public transit service; and

WHEREAS, the 2015 AGREEMENT provides for active collaboration in seeking grant funds and/or allocating formula funding for capital projects within the CITY; and

WHEREAS, the intent of the ANNEXATION AGREEMENT is to ensure flexibility in provision of local access transit service, including new or developing next generation transit technologies; and

WHEREAS, CITY annexation into SacRT will provide the mutual benefit of allowing SacRT and the CITY to compete more effectively for regional, state and federal funding; and

WHEREAS, SacRT's ability to compete more successfully for regional, state and federal funding benefits the region as a whole; and

WHEREAS, annexation into SacRT increases CITY's voting shares on SacRT's Board of Directors; and

WHEREAS, annexation into SacRT allows CITY to focus on public transit service and infrastructure planning, implementation and advocacy for CITY residents, businesses and employees; and

WHEREAS, the parties desire to enter into this ANNEXATION AGREEMENT setting out the terms and conditions for CITY's annexation to SacRT.

WITNESS

NOW, THEREFORE, SACRT AND CITY DO AGREE AS FOLLOWS:

1. EFFECTIVE DATE OF ANNEXATION AND TERMINATION OF 2015 AGREEMENT.

CITY's annexation to SacRT will be effective as of January 1, 2019 ("Effective Date"). As of January 1, 2019, the 2015 AGREEMENT will terminate, without further action by the parties as long as, after the Execution Date of this Annexation Agreement and prior to January 2019, the Board of Directors adopts a new voting allocation, effective January 1, 2019, in accordance with the procedure specified in PUC section 102105.1(d)(8) to reflect the CITY's membership incentive votes.

As of the Effective Date, because CITY will be within the activated boundaries of SacRT, CITY will no longer be an eligible "included municipal operator" under Section 99207(c) of the Transportation Development Act ("TDA") and will be limited to claiming TDA funds for bicycle and pedestrian improvements in accordance with the TDA statute and Sacramento Area Council of Governments ("SACOG") TDA Guidelines (currently 2% of the overall allocation). CITY will work with SacRT and SACOG to revise the Fiscal Year 2018-19 Findings of Apportionment to reflect that the remaining Fiscal Year 2018-19 funds will be directly claimed by SacRT under Article 4 of the TDA. In future years, the apportionment will be directly to SacRT.

Upon the Effective Date of this Annexation Agreement, CITY will become a member entity of SacRT, to be detached only following the procedures specified in PUC Section 102056.

Upon any detachment from SacRT, CITY will allow SacRT to continue operating transit service within the CITY until such time as SacRT is able to re-route or discontinue its service in accordance with its service change procedures.

Each party may seek declaratory or injunctive relief to enforce any breach of this ANNEXATION AGREEMENT, but in no event will a breach of this Annexation Agreement be grounds for its termination or a basis for unilateral detachment from SacRT.

2. OPERATION OF PUBLIC TRANSIT SERVICE

- A. Public transit 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. SacRT will provide public transit service along transportation corridors within the jurisdictional limits of the CITY ("CITY Transit Service"). The description of the existing public transit service is attached as Exhibit A.

- C. SacRT is entitled to temporarily change the CITY Transit Service, as set forth in Exhibit A or as subsequently modified, without providing prior notice to CITY if the reason for the temporary change is any of the following:
 - i. Service is reduced, delayed, or prevented by forces outside of SacRT's reasonable control and which SacRT could not have reasonably anticipated, including but not limited to: 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
 - ii. Notwithstanding SacRT's adherence to the bus manufacturer's preventive maintenance schedule, service is reduced, delayed, or prevented due to equipment failure or for public safety reasons; or
 - iii. 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 large enough to prevent a SacRT bus from using the street or bus stop or part of a street, or (b) in the opinion of SacRT 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.
 - iv. If the change includes the cancellation or rerouting of service, SacRT will inform CITY of such temporary service change due to any of the foregoing reasons by calling and emailing CITY's Community Services Director, or his or her designee assigned to administer the Transit Program, and by posting a message on SacRT's web-site as soon as reasonably possible but no later than 1 hour after the temporary change.

Notwithstanding the foregoing, any temporary service change lasting longer than 36 hours that would constitute a "major service change" as defined by SacRT's Service and Fare Change Policies (Exhibit B) requires prior written approval by the CITY Manager.

D. As long as the City is a member of SacRT pursuant to this Annexation Agreement, SacRT may recommend or implement major service changes that affect CITY Transit However, notwithstanding any other provision of this Annexation Agreement, any major service changes to routes that operate primarily within the jurisdictional boundaries of CITY must be approved in writing by both the SacRT Board of Directors and the CITY Manager, except in the event of a systemwide service reduction due to a reduction in revenues, in which case reductions to primarily intracity CITY Transit Service may be evaluated and implemented unilaterally by SacRT applying the same standards applied to SacRT's other services with the same characteristics (e.g. community bus route). SacRT must provide transit service at levels that meet or exceed transit operating revenues apportioned to Citrus Heights. SacRT may make all other major service changes to CITY Transit Service, including routes that travel through the jurisdictional boundaries and provide connections to regional service without CITY approval; however, SacRT must provide 60 days' prior written notification to CITY, and allow CITY to comment verbally or in writing on the impacts of permanent "major service changes." A major service change is defined by SacRT's Service and Fare Change Policies, Exhibit B.

- E. SacRT shall include the 2018 Citrus Heights Transit Plan recommendations as part of SacRT Forward effort and incorporate Citrus Heights community priorities and service level standards for the Citrus Heights service area. City and SacRT will further collaborate on SacRT Forward recommendations to ensure transit investment in CITY is maintained at not less than 2017 levels. In 2018, SacRT implemented expanded SmaRT Ride microtransit service; if future funding becomes available for microtransit or similar services, including next generation transit service, SacRT will collaborate with CITY to ensure an equitable investment in microtransit or similar services, including next generation transit service, in CITY.
- F. SacRT and CITY mutually acknowledge the need for connections to Roseville and other major activity centers in the SacRT service area; however, there are funding and jurisdictional challenges to immediately addressing this issue. committed to exploring high capacity bus corridors within CITY in its upcoming High Capacity Bus Corridor study, tentatively scheduled to commence in early 2019. As it relates to the methodology for measuring and tracking service, SacRT and CITY will review current travel times and monitor increases in travel times between major activity centers, such as the Sunrise Mall Transit Center and light rail connections at Watt/l-80 and Rancho Cordova. SacRT will not implement major service changes that result in additional travel time between major activity centers unless approved by SacRT Board. SacRT will notify CITY of major service changes to regional routes and provide CITY an opportunity to comment as described in 2.C.4 City and SacRT will review the travel time data on at least an annual basis. The Parties agree to collaborate on strategies to reduce travel times, such as route design, stop spacing, and transit-supportive infrastructure improvements, such as signal priorities and exclusive bus lanes.
- G. SacRT may make minor changes to the CITY transit service without CITY approval, but must provide 60 days prior written notification to CITY unless the change is temporary as defined in paragraph C. above. Minor changes are defined in SacRT's Service and Fare Change Policies (Exhibit B).
- H. While SacRT reserves the right to make service changes to intercity routes that operate both within and outside CITY's jurisdiction without CITY approval, SacRT and CITY will jointly determine on an annual basis the methodology for measuring and tracking CITY Transit Service and SacRT will utilize the agreed-upon methodology in making major service changes in order to preserve the same level of fixed-route transit access for CITY residents. The initial service standards shall be those adopted in the 2018 Citrus Heights Transit Plan.
- I. CITY may submit written requests for changes to the location of bus routes, bus stops, frequency of service, or service enhancements. SacRT will respond to CITY's written request within 30 days. SacRT may deny such requests in its sole and absolute discretion. Nothing in this section precludes CITY from exercising its sole authority to approve, deny or modify proposed locations of new transit facilities, including amenities, and/or modifications or relocations of existing transit facilities.
- J. Modification or installation of traffic control devices by CITY may necessitate a change in transit service. Traffic control devices are defined as all permanent 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 SacRT with 90 days advance notice of its intent to install traffic control devices on a street or portion of a street traversed by CITY Transit Service. SacRT shall be presumed to have no objection to the proposed

traffic control device if it does not provide written notice to the City of its objections within this ninety day period. After receipt by SacRT of such notice, SacRT 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 SacRT reasonably concludes that installation of the proposed traffic control device will have a significant detrimental effect on safety or buses traveling over the segment of the roadway containing the proposed traffic control device, then SacRT may modify CITY Transit Service to avoid such effects and promptly provide notice to CITY of its decision. If CITY proceeds with installation of traffic control device, then SacRT will be entitled to make the service change. If CITY fails to notify or consult with SacRT regarding the proposed traffic control device, then SacRT may, without prior notice to or approval of CITY, modify CITY Transit Service as necessary.

K. CITY may choose to conduct maintenance or improvements on streets used as transit routes. CITY must provide at least 60 days' prior written notice to SacRT prior to project implementation of any projects that impede the operation of buses and work with SacRT to determine a re-routing plan a minimum of 30 days prior to project implementation.

3. RESPONSIBILITY FOR SERVICE

SacRT 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 SacRT, subject only to those local, federal and state laws and regulations, and this ANNEXATION AGREEMENT.

4. RESPONSIBILITY FOR COMPLIANCE WITH ADA

SacRT will continue to provide ADA required complementary paratransit service within CITY as specified under the federal regulations. SacRT is currently able to provide direct paratransit service to specific City of Roseville medical facilities (Kaiser and Sutter at Sunrise/Douglas) for CITY residents and agrees to maintain this service as long as it is allowed by the City of Roseville. If in the future, funding or service changes are implemented that impact expanded demand-response services, then SacRT will work with the participating funding entities to equitably invest the available funding for demand-response services in CITY. CITY is responsible for compliance with ADA requirements for CITY's facilities. SacRT is responsible for compliance with ADA requirements for SacRT facilities and infrastructure within CITY.

5. ADHERENCE TO TITLE VI

SacRT is responsible for complying with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d. SacRT policy regarding Title VI as it relates to service changes is provided for in SacRT's Service and Fare Change Policies (Exhibit B).

6. FARE STRUCTURE AND FARE MEDIA

- A. SacRT fares and accepted fare media in effect on the Effective Date of this Annexation Agreement are detailed on Exhibit C.
- B. SacRT is entitled to collect and retain the fares for any transit service operated within CITY limits.

- C. SacRT may choose to modify its fares to address customer convenience or budgetary needs. SacRT will notify the CITY in writing of any plans to permanently modify its fares at least 30 days prior to the public input process.
- D. All fare changes are subject to the processes detailed in SacRT's Title VI plan.

7. TRANSIT SUPPORT FUND

Under the 2015 Agreement, CITY is entitled to retain a portion of the Transportation Development Act ("TDA") apportionment as an Administrative Fee. For Fiscal Year 2018/19, SacRT must pay CITY an amount approximately one-half of the TDA Administrative Fee CITY would have been entitled to claim for Fiscal Year 2018/2019 based on the 2015 Agreement (\$275,000). For each future fiscal year, SacRT will pay \$275,000 as the base payment, adjusted to match the percent increase or decrease of the budgeted TDA apportionment to CITY for that Fiscal Year as compared to the previous fiscal year. The base amount for the adjustment going forward will be the prior fiscal year. Thus, in Fiscal Year 2019/2020, the base amount will be the \$275,000 adjusted up or down based on the TDA apportionment percentage for Citrus Heights for the 2019/2020 fiscal year and revised in accordance with any revised apportionments. The funds paid by SacRT to CITY must be used by CITY annually for transit improvement planning, development, service, amenities, implementation and other transit related activities, including capital improvements. Upon written request by SacRT or its auditors, CITY may be required to provide documentation that the funds were expended on eligible transit-related costs. CITY will invoice SacRT for the Transit Fund payment at the beginning of the fiscal year or upon notice of revised TDA apportionments and SacRT will pay within 30 days of receipt of invoice.

8. FUTURE FUNDING OPPORTUNITIES

SacRT and CITY will aggressively seek funding opportunities and apply for funding to provide ongoing investments in transit infrastructure, marketing and education, new mobility options and service enhancements consistent with such investments in throughout SacRT. To the extent SacRT is applying for discretionary grants for new mobility programs or projects, SacRT will include areas and services within CITY in the application, if the service or transit facilities in CITY meet the criteria established for such programs or projects. If additional Capital or Operating Revenues become available that were not anticipated in SacRT's adopted annual budget, SacRT will confer with Citrus Heights in determining an equitable investment of the new revenues in CITY.

Definition of Additional Capital or Operating Revenues: These are State, local, federal funds for which a project, program or service within or benefitting the CITY would be eligible and that are above the SacRT Board approved annual budget. Where funds do not cover full project costs, cost sharing between SacRT and CITY will be mutually determined for the amounts over and above secured funding. For capital projects and improvements, SacRT and CITY will follow process as set forth in this Annexation Agreement.

CITY and SacRT recognize the importance of marketing, travel training and community education in advancing public transit confidence and skill levels in the community. CITY and SacRT will aggressively seek funding to invest in public transit training, marketing and education and program public outreach and education as part of the annual budget process each year.

9. RECORDS, REPORTS AND MEETINGS

A. SacRT 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. SacRT will

- permit CITY, or its duly-authorized representative, to inspect and audit all data and records maintained by SacRT pertaining to the services provided under this Annexation Agreement.
- B. SacRT staff will meet with CITY staff to review all transit services within CITY on a quarterly basis. This quarterly performance monitoring meeting will include, but is not limited to, a review of system performance, upcoming changes or revisions to SacRT service, passenger complaints, and any other issues wishing to be addressed by SacRT and CITY staff.
- C. During the term of this Annexation Agreement, SacRT will send CITY the following reports:
 - i. On a quarterly basis, SacRT will provide a copy of SacRT's Monthly Ridership Reports to CITY. SacRT 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. SacRT will supplement this report with additional performance statistics on demand-response service operated in CITY.
 - ii. On a quarterly basis, SacRT will provide a more detailed ridership report. SacRT 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, SacRT 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, SacRT will submit financial statements detailing the financial health of SacRT.
 - v. On an annual basis, SacRT will provide a report indicating ridership levels broken down by specific vehicle trips or time of day.
 - vi. On an annual basis, SacRT 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. SacRT's Adopted Budget, and Comprehensive Annual Financial Report will be made available on SacRT's web site.

10. PLACEMENT AND MAINTENANCE OF TRANSIT FACILITIES

A. CITY hereby grants an encroachment permit for all existing bus stops, bus stop poles, shelters and benches located within CITY right-of-way. SacRT will obtain an encroachment permit for any new bus stops, stop poles, shelters, or benches or modifications to existing facilities. Any advertising on shelters and benches will conform to the SacRT Shelter and Bench Placement contract. Any advertising on shelters and benches will conform to the SacRT Shelter and Bench Placement contract, including, but not limited to, prohibitions on advertising the sale or use of alcohol, tobacco, marijuana or firearms. CITY hereby finds that SacRT's placement of bus shelters and benches that contain commercial advertisements are in conformity with CITY's General Plan.

B. CITY and SacRT will enter into a separate Agreement for Capital Projects, Improvements and Bus Stop Installation that will include, unless otherwise agreed to by the parties as part of the separate agreement, at least the following:

i. Placement of Bus Stops, Waiting Areas, Signage and Poles

- a. On a semi-annual basis at the beginning of a calendar year and the beginning of July, SacRT will provide CITY with a list of desired new bus stop locations. CITY must provide SacRT 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 unless otherwise prohibited by law.
- b. SacRT 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 SacRT'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.
- c. SacRT will install bus stop signs at the designated bus stop locations. SacRT or its contractor will apply to CITY for permits prior to construction. CITY will not charge SacRT or its contractor for such permits.
- d. SacRT will be solely responsible for the placement of bus stop signs. These signs will conform to a size and design approved by both parties. SacRT may choose to add signs which can be read in Braille.
- e. CITY is responsible for designating no parking zones with red painted curbs and "No Parking signs" at all bus stops.
- f. SacRT may request that CITY install concrete pads within CITY right of way at SacRT 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 as set forth herein.
- g. At locations requested by SacRT, 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 developer 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.

ii. Bus Pads and Curbs

a. At agreed upon bus stop locations, SacRT 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 herein.
- b. SacRT 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.

iii. Shelters and Benches

a. On an annual basis at the beginning of the calendar year, CITY and SacRT will agree upon the placement of new and/or replacement benches and shelters within the CITY limits, in accordance with SacRT's Shelter Advertising Contract.

iv. Bus Stops, Bus Pads, Signage and Poles

- a. In the normal course of business, the CITY may request removal or relocation of a bus stop. CITY and SacRT will confer and make a decision on the removal within 15 days after receipt of a written request.
- b. In the normal course of business, SacRT may decide to remove a bus stop. SacRT will provide CITY with at least 15 days' advance written notice of its intent to remove a bus stop and the parties will meet and confer prior to the removal.
- c. The City will establish a No Parking Zone at SacRT bus stops. The No Parking Zone must include No Parking signs and red painted curb and bus stop poles.
- d. SacRT will provide written notification to the CITY of any damaged No Parking signs or poles.
- e. SacRT is responsible for reporting to CITY any known damage to CITY's curbs, gutters, and sidewalks located immediately adjacent to a SacRT bus stop. Upon the receipt by CITY of such notice, CITY must temporarily repair, within 48 hours, 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. SacRT 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 herein.
- f. To the extent known to CITY, CITY must notify SacRT in writing to discontinue the use of an SacRT 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.
- g. 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.
- h. Notwithstanding anything to the contrary set out in this Agreement: (a) SacRT has no duty to act as an inspector for CITY, nor is SacRT obligated to

indemnify CITY for claims arising out of or resulting from the condition of CITY-owned facilities, except to the extent such condition is caused by a negligent or wrongful act of SacRT; and (b) CITY has no duty to act as an inspector for SacRT, nor is CITY obligated to indemnify SacRT for Claims arising out of or resulting from the condition of SacRT-owned facilities, except to the extent such condition is caused by a negligent or a wrongful act of CITY.

i. 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 SacRT prior to project implementation of any projects that impede the operation of buses and work with SacRT to determine a re-routing plan a minimum of 30 days prior to project implementation.

v. Bus Stop Maintenance will include, at minimum, the following provisions:

- a. SacRT will temporarily repair any broken or damaged bus stop amenities (including signage, sign poles, seating, passenger information, lighting, trash receptacles or any other transit related amenities) within 48 hours of notification by the CITY. SacRT must make permanent repairs to SacRT's bus stop amenities, and the repairs will be scheduled based on the severity of the damage and available funding.
- b. SacRT will remove gang or offensive graffiti within 24 hours of notification by the CITY and all other graffiti within 48 hours of notification by the CITY.
- c. All graffiti removal, maintenance, clean-up, repair and/or replacement shall be at SacRT's sole cost and expense.
- d. SacRT will cover the complete cost for all other bus stop and shelter maintenance, including repair and replacement of broken, vandalized (e.g. etched) and/or worn out components of shelter and bench amenities
- e. SacRT will clean each bus stop at reasonable intervals and on days agreeable to the CITY. Such routine cleaning must include but not be limited to, trash and/or debris removal in the immediate area surrounding the bus stop and at a minimum will be performed at the 2018 service levels as set forth in SacRT's vendor contract for shelter cleaning services and the cleaning schedule in place for SacRT staff, attached hereto and incorporated for reference in Exhibit D.
- f. At a minimum, SacRT will agree to designate one full time employee, who shall be dedicated to the CITY for this purpose, to be backfilled by SacRT or contract staff provided by SacRT when the dedicated employee is unavailable.
- g. CITY is responsible for maintaining all aspects of the public right of way that were not installed specifically for transit service.
- h. SacRT will report in writing to CITY known damage to CITY's curbs, gutters and sidewalks located immediately adjacent to a SacRT bus stop. Upon the receipt by CITY of such notice, CITY will temporarily repair damage to CITY's curbs, gutters and sidewalks in compliance with the CITY's most current curb, gutter and sidewalk repair and replacement policy. CITY will schedule permanent repairs to CITY's curb, gutters, and sidewalks in compliance with the CITY's most current curb, gutter and sidewalk repair and replacement policy. To the extent known to CITY, CITY will notify SacRT in writing to discontinue use of a SacRT 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 the CITY makes repairs thereto.
- i. Notwithstanding anything to the contrary set out herein, SacRT has no duty to act as an inspector for CITY nor is SacRT obligated to indemnify COUNTY for claims arising out of or resulting from the condition of CITY's Facilities; and CITY likewise has no duty to act as an inspector for SacRT nor is CITY obligated to indemnify SacRT for claims arising out of or resulting from the condition of bus stop amenities.
- SacRT reserves the right to contract out some or all of these services. In addition, CITY will report all stop and shelter maintenance issues directly to SacRT.
- k. If, during the term of the maintenance agreement, the parties determine that CITY is better positioned to maintain the stops and shelters or SacRT fails to meet minimum performance standards, the parties will agree, in a writing signed by the SacRT General Manager/CEO and CITY Manager, for CITY to assume maintenance of the stops and shelters.
- If, during the period after the parties have agreed (see k., above) that CITY will assume maintenance responsibilities and before the CITY has fully assumed maintenance responsibilities as set out in xiii., below, CITY determines that SacRT has failed to meet minimum performance standards for the stops and shelter cleaning and maintenance, with at least 48 hours notification, CITY will perform the work with city or contract forces and invoice SacRT for actual costs. SacRT shall pay such invoices within 30 days of receipt. This process will be in effect until CITY and SacRT execute an agreement in writing for CITY to assume cleaning and general maintenance services, which will be at a minimum, those set forth in paragraph m, below.
- m. If CITY assumes the maintenance obligation for the stops and shelters as set out in paragraph k. above, SacRT will provide funding to CITY to hire a 3rd party to perform cleaning and general maintenance services, including regular power-washing of shelter and immediate area within and around transit stop, graffiti and substance removal and garbage service as needed at bus stops located within CITY. For the first fiscal year after CITY assumes stop and shelter maintenance, SacRT shall pay the CITY up to \$100,000 with back up cost documentation, and prorated as of date CITY assumes general maintenance responsibilities, and also increased annually by the All Urban Consumers Price Index, West Region, for each year after the 2018-2019 fiscal year. By way of example, if City assumes general maintenance responsibilities as of July 2020, the amount paid by SacRT to City shall be \$100,000, increased or decreased by the specified CPI for fiscal year 2019-2020, and updated annually thereafter during each subsequent year that CITY provides stop and shelter maintenance. Any maintenance costs in excess of the annual limit will require documentation of costs and preapproval by SacRT to qualify for reimbursement. Every five years the annual limit will be reviewed by the CITY and SacRT, and adjusted as necessary for inflation or other factors.

vi. Capital Projects, Improvements, and Cost Sharing

- a. To facilitate pedestrian access to SacRT bus stops, CITY will endeavor to design its street improvements at existing or proposed SacRT 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 SacRT will review and approve design elements of bus stops within CITY.
- b. The cost sharing for capital improvement 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.
- c. The cost sharing of the projects beyond routine maintenance will be determined by an engineer's estimate performed, by agreement, by either CITY or SacRT 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 SacRT must agree on the cost sharing at least 30 days prior to start of construction.
- d. Actual costs shall be amounts incurred for construction, without any additional City or SacRT management fees or mark-ups, but in no event shall exceed 110% of the engineer's estimate of costs.
- e. If there is a dispute of an item on an invoice for a reasonable cause, CITY/SacRT 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/SacRT within ten (10) days from the date of receipt of the invoice. The parties must meet no later than ten (10) days after CITY/SacRT's receipt of CITY/SacRT's notice regarding the reasons for any deductions in an attempt to resolve any disputes.
- f. Unless otherwise specifically provided herein, the CITY/SacRT 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.
- g. 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. SacRT to reimburse the CITY 50% of the cost.
 - (ii) Braille Signs and bus stops signs installed, maintained and replaced by SacRT. SacRT to assume 100% of the cost.
 - (iii) No Parking Zones at bus stops installed by CITY. SacRT to reimburse the CITY 100% of the cost.
 - (iv) Curb, gutter, passenger waiting and sidewalk repairs made by CITY. SacRT to reimburse the CITY 50% of the cost.
 - (v) Concrete pads installed and maintained by CITY. SacRT to reimburse the CITY 50% of the cost.
 - (vi) Curb cuts installed and maintained by CITY. CITY to assume 100% of the cost.

11. DETACHMENT LEGISLATION

Subsequent to the Effective Date of this Annexation Agreement but no later than 12 months after the Effective Date, SacRT will pursue legislation to modify Public Utilities Code Section 102056 to lower the threshold for detachment from SacRT from a 4/5^{ths} non-weighted vote of the SacRT Board to a 2/3^{rds} non-weighted vote of the SacRT Board.

12. NOTICE

All notices and other communications under this Annexation 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 emailed directed to the party to whom notice is to be given at the email 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 email address, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Section.

To CITY: Community Services Director

City of Citrus Heights 6360 Fountain Square Drive Citrus Heights, CA 95621 Phone: (916) 727-4770

Email: rsherman@citrusheights.net

COPIES TO: Mary Poole, Operations Manager

General Services Department

City of Citrus Heights 6360 Fountain Square Drive Citrus Heights, CA 95621 Phone: (916) 727-4770

Email: mpoole@citrusheights.net

To SACRT: Sacramento Regional Transit District

Attn: Laura Ham, VP of Planning & Accountability

PO Box 2110

Sacramento, CA 95812-2110 Phone: (916) 556-0452 Email: Iham@sacrt.com

13. INDEMNIFICATION

Pursuant to Government Code Section 895.4, each party must assume the defense of and indemnify and hold harmless the other party and its officers, employees and agents from and against all actions, damages, costs, liabilities, claims, penalties, fines, demands, losses and expenses, including reasonable attorneys' fees (collectively "Claim(s)"), to which any or all of them may be subjected by reason of or resulting from, directly or indirectly, the negligent act or omission or wrongful act of the party's officers, employees and agents in performing work authorized under this Annexation Agreement.

It is the intent of the parties that where negligence or responsibility for a Claim is determined to be shared, principles of comparative fault will apply and each party must bear the proportionate cost of any Claim attributable to that party's negligence or wrongful act.

Each party will establish procedures to notify the other party, when appropriate, of any Claim under this Annexation Agreement received by a party that may lead to a demand for indemnification under this Article. The parties agree to cooperate in the defense of any Claim alleging liability by both parties. All reasonable efforts will be made to reach consensus on each party's responsibility for any Claim before the filing of any cross-complaints. If consensus on liability for the Claim is reached, a joint defense strategy and cost sharing arrangement may be agreed to.

Nothing set forth in this Annexation Agreement shall (i) be considered a waiver of any statutory liability exemption, including, without limitation, design immunity and notice of a dangerous condition of public property, (ii) be considered a waiver of CITY's right to require property owners to repair sidewalks and assume liability for Claims resulting from sidewalk defects, or (iii) establish a standard of care or create any legal rights for any person not a party to this Annexation Agreement. This indemnification provision will survive the termination of this Annexation Agreement for a two-year period.

Each party further agrees to indemnify, defend and hold harmless the other party and its authorized agents, officers and employees against any Claim that alleges defects in the design of the transit facilities or CITY facilities, as applicable, that are within the scope of this Agreement, whether or not caused in part by the indemnified party's approval of the design plans and specifications and inspection of the construction work.

14. NO AGENCY

This Annexation Agreement will not create among the Parties a joint venture, partnership, or any other relationship of association or agency. Neither SacRT, nor any of SacRT's employees, contractors or subcontractors are or will be considered agents of CITY in connection with the performance of SacRT's obligations under this Annexation Agreement. Neither CITY, nor any of CITY's employees, contractors or subcontractors are or will be considered to be agents of SacRT in connection with the performance of any of CITY's obligations under this Annexation Agreement.

15. THIRD PARTY BENEFICIARY

Nothing in this Annexation Agreement creates or establishes a standard of care for, or creates any rights in, any person not a party to this Annexation Agreement.

16. FEDERAL GRANT CONDITIONS

This Annexation Agreement is subject to a financial assistance contract between SacRT 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 Annexation Agreement to comply with its requirements, both Parties agree to amend this Annexation Agreement as required by FTA.

17. GOVERNING LAW

The interpretation and enforcement of this Annexation 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 Annexation Agreement to a court of competent jurisdiction located in Sacramento, California.

18. MODIFICATION

No waiver, alteration, modification, or termination of this Annexation Agreement is valid unless made in writing and signed by the authorized Parties hereof.

19. SUCCESSORS AND ASSIGNS

This Annexation Agreement is binding on the respective Parties hereof, including their successors and assigns in interest.

20. COUNTERPARTS

This Annexation 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.

21. CAPTIONS

The headings or captions to the Articles of this Annexation Agreement are not a part of the Agreement and must have no effect upon the construction or interpretation of any part thereof.

22. AMBIGUITIES

The Parties have each carefully reviewed this Amendment and have agreed to each term of this Annexation Agreement. No ambiguity is presumed to be construed against either party.

23. SURVIVAL

The terms and conditions in this Annexation 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 Annexation Agreement will survive such termination, cancellation or expiration and will continue to be binding on the respective obligated party in accordance with their terms.

24. AUTHORITY

Each of the signatories to this Annexation Agreement represent that they are authorized to sign this Annexation 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 Annexation Agreement.

25. INTEGRATION

This Annexation 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.

26. RECITALS

The Recitals set forth above are incorporated herein as terms of this Annexation Agreement.

[Signatures to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first hereinabove appearing.

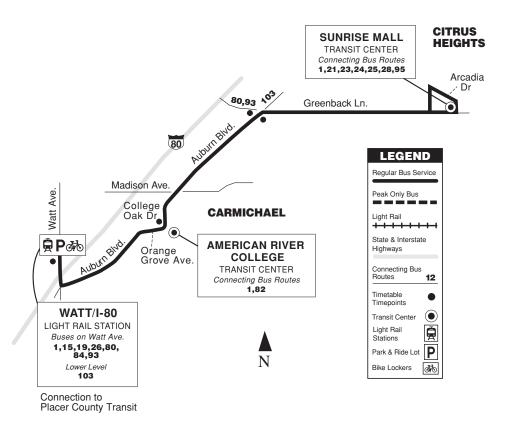
CITY OF CITRUS HEIGHTS

SACRAMENTO REGIONAL TRANSIT DISTRICT

Ву:	CHRISTOPHER W. BOYD	Ву:	
	CHRISTOPHER W. BOYD City Manager	-	PATRICK KENNEDY, Chair
	Attest:	Ву:	HENRY LI
Ву:	AMY VAN City Clerk		General Manager/CEO
	Approved as to Form:		Approved as to Content:
Ву:		Ву:	
	City Attorney	_	LAURA HAM VP of Planning & Accountability
			Approved as to Funding:
		Bv·	
		Dy.	BRENT BERNEGGER VP of Finance/CFO
			Approved as to Legal Form:
		Ву:	SacRT Attorney
			SacRT Attorney

1 Greenback





1 Greenback



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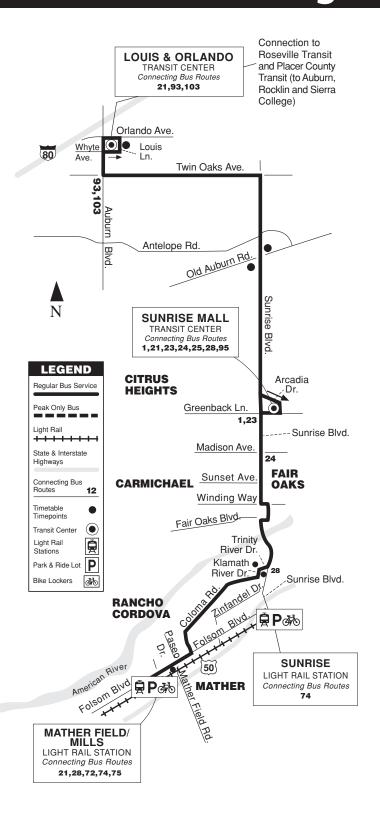


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21 Sunrise - Citrus Heights 🗐 🖪





21 Sunrise - Citrus Heights 🗐 🖪



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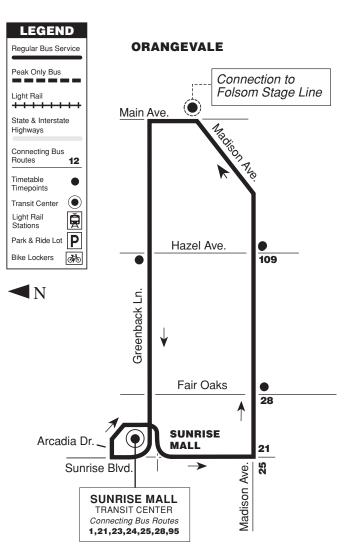
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(A)	lenge						
LV	LV	LV	LV	LV	LV	LV	APP AR
5:53a	5:59	6:08	6:12	6:23	6:33	6:41	6:48
6:23a 6:58a	6:29 7:04	6:38 7:15	6:42 7:20	6:53 7:32	7:03 7:43	7:11 7:51	7:18 7:58
7:28a	7:34	7:45	7:50	8:02	8:13	8:21	8:28
7:58a	8:04	8:14	8:18	8:31	8:42	8:50	8:57
8:28a 8:58a	8:34 9:04	8:44 9:14	8:48 9:18	9:01 9:31	9:12 9:42	9:20 9:50	9:27 9:57
9:28a	9:34	9:44	9:48	10:01	10:12	10:20	10:27
10:13a	10:19	10:29	10:33	10:46	10:57	11:05	11:12
10:28a 10:58a	10:34 11:04	10:44 11:14	10:48 11:18	11:01 11:31	11:12 11:42	11:20 11:50	11:27 11:57
11:28a	11:34	11:44	11:48	12:01	12:12	12:20	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 1:33	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	2:19	2:30	2:34	2:47	2:59	3:07	3:14
2:43p 3:13p	2:49 3:19	3:00 3:30	3:04 3:34	3:17 3:47	3:29 3:59	3:37 4:07	3:44 4:14
3:43p	3:49	4:00	4:04	3.47 4:17	4:29	4:37	4:14
3:58p	4:04	4:15	4:19	4:32	4:44	4:52	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	5:19	5:31	5:35	5:47	5:58	6:06	6:13
5:28p 5:58p	5:34 6:04	5:46 6:16	5:50 6:20	6:02 6:32	6:13 6:43	6:21 6:51	6:28 6:58
6:30p	6:36	6:46	6:50	7:01	7:11	7:19	7:26
6:58p	7:04	7:14	7:18	7:29	7:39	7:47	7:54
7:43p 8:28p	7:49 8:34	7:58 8:43	8:02 8:47	8:12 8:57	8:22 9:07	8:30 9:15	8:36 9:21
9:45p	9:51	10:00	10:04	10:14	10:24	10:32	10:38
10:45p	10:51	11:00	11:04	11:14	11:24	11:32	11:38
			Satu	rday			
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
9:18a 9:48a	9:24 9:54	9:36 10:06	9:40 10:10	9:52 10:22	10:04 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	10:54 11:24	11:06 11:36	11:10	11:22	11:34	11:42	11:49
11:18a 11:48a	11:24 11:54	11:36 12:06	11:40 12:10	11:52 12:22	12:04 12:34	12:12 12:42	12:19 12:49
12:18p	12:24	12:36	12:40	12:52	1:04	1:12	1:19
12:48p	12:54	1:06	1:10	1:22	1:34	1:42	1:49
1:18p 1:48p	1:24 1:54	1:36 2:06	1:40 2:10	1:52 2:22	2:04 2:34	2:12 2:42	2:19 2:49
2:18p	2:24	2:36	2:40	2:52	3:04	3:12	3:19
2:48p	2:54	3:06	3:10	3:22	3:34	3:42	3:49
3:18p 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	3:54 4:24	4:06	4:10	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	5:24	5:36	5:40	5:52	6:04	6:12	6:19
5:48p 6:18p	5:54 6:24	6:06 6:33	6:10 6:37	6:22 6:47	6:34 6:57	6:42 7:05	6:49 7:11
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
9:18p 10:18p	9:24 10:24	9:33 10:33	9:37 10:37	9:47 10:47	9:57 10:57	10:05 11:05	10:11 11:11
10.10р	10.24	10.00	10.57	10.47	10.37	11.05	11.11

23	Suni	rise M	all to	Arde	n/De	l Pas	0
			Sunday 8	& Holida	ys		
Sunris Mal	l Ju	an Oak	s Oaks &	&	&	Mall	n Arden/ Del Paso
Mair Tern				ni Watt	Fulton	ı & Chal- lenge	
LV	Ľ	V LV	LV	LV	LV	LV	AR
6:4	3a 6:	49 6:5	7 7:08	7:19	7:22	7:31	7:40
7:4: 8:4:		49 7:5° 49 8:5°		8:19 9:19	8:22 9:22	8:31 9:31	8:40 9:40
9:4		49 9:5	7 10:08	10:19	10:22	10:31	10:40
10:4				11:19	11:22	11:31	11:40
11:4:				12:19	12:22	12:31	12:40
12:4: 1:4:		49 12:5 49 1:5		1:19 2:19	1:22 2:22	1:31 2:31	1:40 2:40
2:4		49 2:5		3:19	3:22	3:31	3:40
3:4		49 3:5		4:19	4:22	4:31	4:40
4:4		49 4:5		5:19	5:22	5:31	5:40
5:4		49 5:5	7 6:08	6:19	6:22	6:31	6:40
6:4		49 6:5		7:19	7:22	7:31	7:40
7:4 8:4		51 7:59 51 8:59		8:19 9:19	8:23 9:23	8:32 9:32	8:40 9:40
8:4	oh 8:	51 8:5	9:09	9:19	9:23	9:32	9:40

23 A	rden/	Del P	aso '	to Su	nrise	: Mall				
	Sunday & Holidays									
Arden/ Del Paso		EI Camino &	El Camino &	Fair Oaks &	San Juan &	Green -back	Sunrise Mall			
	& Chal-	Fulton	Watt	Marconi	Fair Oaks	& San Juan	Main Term			
<u> </u>	lenge LV	LV	LV	LV	LV	LV	APP AR			
8:18a		8:34	8:37	8:48	8:58	9:06	9:13			
9:18a 10:18a		9:34 10:34	9:37 10:37	9:48 10:48	9:58 10:58	10:06 11:06	10:13 11:13			
11:18a 12:18p 1:18p	11:24 12:24	11:34 12:34 1:34	11:37 12:37 1:37	11:48 12:48 1:48	11:58 12:58 1:58	12:06 1:06 2:06	12:13 1:13 2:13			
2:18p 3:18p 4:18p	2:24 3:24	2:34 3:34 4:34	2:37 3:37 4:37	2:48 3:48 4:48	2:58 3:58 4:58	3:06 4:06 5:06	3:13 4:13 5:13			
5:18p 6:18p 7:18p	5:24 6:24	5:34 6:34 7:33	5:37 6:37 7:37	5:48 6:48 7:47	5:58 6:58 7:57	6:06 7:06 8:05	6:13 7:13 8:11			
8:18p		8:33	8:37	8:47	8:57	9:05	9:11			

24 Madison - Greenback



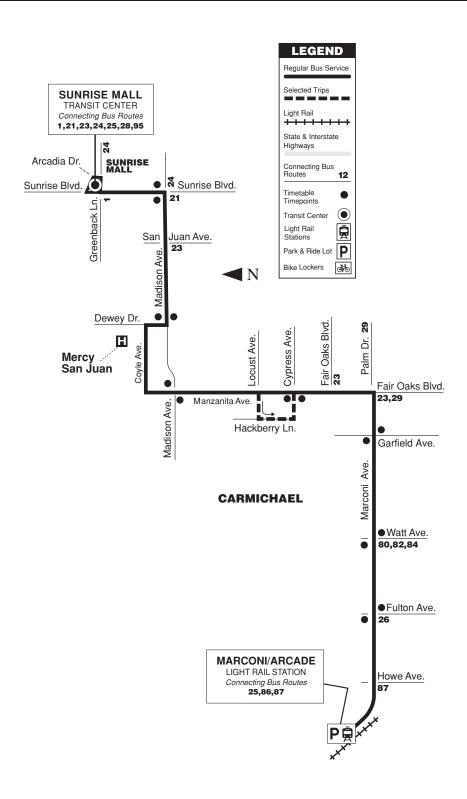


24	Orangeva	ale to Sunrise	Mall							
	Monday through Friday									
	Main & Madison	Greenback & Hazel	Sunrise Mall Main Terminal							
	LV	LV	APP AR							
	6:00a	6:04	6:12							
	6:50a	6:54	7:02							
	8:06a	8:10	8:18							
	9:06a	9:10	9:18							
	10:06a	10:10	10:18							
	11:06a	11:10	11:18							
	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 Orangevale									
	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





25 Marconi



25 (Sunri	sa M	all to	Mar	coni	/Arc	ahe	
25	Julili		onday th			AIC	auc	
Sunrise Mall Main	Madison & Sunrise	Dewey	Manza -nita &		Mar- coni &	Mar- coni & Watt	coni &	Mar- coni/ Arcade
Term				.,,				APP
LV	LV	LV	LV	LV	LV	LV	LV	AR
		5:56a 6:26a 6:56a	6:02 6:32 7:02		6:14 6:44 7:14	6:24 6:54 7:24	6:28 6:58 7:28	6:34 7:04 7:34
7:09a		7:22	7:31	8:06a	7:43 8:13	7:53 8:23	7:57 8:27	8:04 8:34
9:09a	9:16	9:22	9:31	9:06a	9:13 9:43	8:53 9:23 9:53	8:57 9:27 9:57	9:04 9:34 10:04
10:09a	10:16	10:22	10:31	10:06a 11:06a	10:13 10:43 11:13	10:23 10:53 11:23	10:27 10:57 11:27	10:34 11:04 11:34
11:09a	11:16	11:22	11:31		11:43	11:53	11:57	12:04
12:09p	12:16	12:22	12:31	12:06p 1:06p	12:13 12:43 1:13	12:23 12:53 1:23	12:27 12:57 1:27	12:34 1:04 1:34
1:09p	1:16	1:22	1:31	2:06p	1:43	1:53	1:57	2:04 2:34
2:09p	2:16	2:22	2:31		2:43	2:53	2:57	3:04
3:09p	3:16	3:22	3:31	3:06p 4:06p	3:13 3:43 4:13	3:23 3:53 4:23	3:27 3:57 4:27	3:34 4:04 4:34
4:09p	4:16	4:22	4:31	5:06p	4:43 5:13	4:53 5:23	4:57 5:27	5:04 5:34
	5:16		5:31	6:06p	5:43 6:13	5:53 6:23	5:57 6:27	6:04 6:34
	6:16		6:31	7:06p	6:43 7:13	6:53 7:23	6:57 7:27	7:04 7:34
7:09p	7:16	7:22	7:31		7:43	7:53	7:57	8:04
				turday				
8:00a 9:00a 10:00a	8:06 9:06 10:06	8:12 9:12 10:12	8:19 9:19 10:19		8:30 9:30 10:30	8:38 9:38 10:38	8:41 9:41 10:41	8:46 9:46 10:46
11:00a 12:00p 1:00p	11:06 12:06 1:06	11:12 12:12 1:12	11:19 12:19 1:19		11:30 12:30 1:30	11:38 12:38 1:38	11:41 12:41 1:41	11:46 12:46 1:46
2:00p 3:00p 4:00p	2:06 3:06 4:06	2:12 3:12 4:12	2:19 3:19 4:19		2:30 3:30 4:30	2:38 3:38 4:38	2:41 3:41 4:41	2:46 3:46 4:46
5:00p 6:00p	5:06 6:06	5:12 6:12	5:19 6:19		5:30 6:30	5:38 6:38	5:41 6:41	5:46 6:46

25 N	Marc	oni/	Arca	de to) Sur	ırise	Mall	
			Monda	y throug	ıh Frida	у		
Mar- coni/ Arcade	Mar- coni &	Mar- coni &	Mar- coni &	Manza -nita &	Manza -nita &	Dewey & Madison	Sunrise & Madison	Sunrise Mall
	Fulton	Watt	Garfield					Main Term
<u>À</u>	LV	LV	LV	LV	LV	LV	LV	APP AR
6:47a	6:54	6:59	7:10		7:22	7:30	7:36	7:42
7:17a	7:24	7:29	7:40	7:47	0.00	0.00	0.00	0.40
7:47a 8:17a	7:54 8:24	7:59 8:29	8:10 8:40	8:47	8:22	8:30	8:36	8:42
8:47a 9:17a	8:54 9:24	8:59 9:29	9:10 9:40	9:47	9:22	9:30	9:36	9:42
9:47a	9:54	9:59	10:10		10:22	10:30	10:36	10:42
10:17a 10:47a 11:17a	10:24 10:54 11:24	10:29 10:59 11:29	10:40 11:10 11:40	10:47	11:22	11:30	11:36	11:42
11:47a 12:17p	11:54 12:24	11:59 12:29	12:10 12:40	12:47	12:22	12:30	12:36	12:42
12:47p	12:54	12:59	1:10		1:22	1:30	1:36	1:42
1:17p	1:24	1:29	1:40	1:47	0.00	0.00	0.00	0.40
1:47p 2:17p	1:54 2:24	1:59 2:29	2:10 2:40	2:47	2:22	2:30	2:36	2:42
2:47p 3:17p	2:54 3:24	2:59 3:29	3:10 3:40	3:47	3:22	3:30	3:36	3:42
3:47p	3:54	3:59	4:10		4:22	4:30	4:36	4:42
4:17p 4:47p	4:24 4:54	4:29 4:59	4:40 5:10	4:47	5:22	5:30	5:36	5:42
5:17p	5:24	5:29	5:40	5:47	J.LL	0.00	0.00	J.72
5:47p 6:17p	5:54 6:24	5:59 6:29	6:10 6:40	6:47	6:22	6:30	6:36	6:42
6:47p	6:54	6:59	7:10		7:22	7:30	7:36	7:42
7:17p 7:47p	7:24 7:54	7:29 7:59	7:40 8:10	7:47	8:22	8:30	8:36	8:42
				Saturda	ıy			
8:57a 9:57a	9:02 10:02	9:05 10:05	9:13 10:13		9:23 10:23	9:30 10:30	9:37 10:37	9:43 10:43
10:57a 11:57a	11:02 12:02	11:05 12:05	11:13 12:13		11:23 12:23	11:30 12:30	11:37 12:37	11:43 12:43
12:57p 1:57p	1:02	1:05 2:05	1:13 2:13		1:23 2:23	1:30 2:30	1:37 2:37	1:43 2:43
2:57p	3:02	3:05	3:13		3:23	3:30	3:37	3:43
3:57p 4:57p	4:02 5:02	4:05 5:05	4:13 5:13		4:23 5:23	4:30 5:30	4:37 5:37	4:43 5:43
5:57p	6:02	6:05	6:13		6:23	6:30	6:37	6:43

28 Fair Oaks - Butterfield



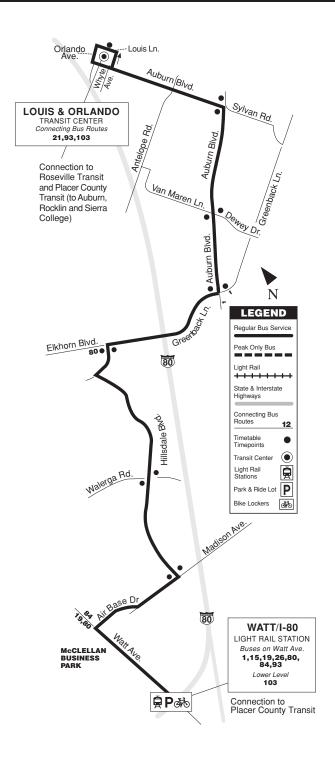


28 Sun	28 Sunrise Mall to Butterfield Station						
	M	onday thro	ough Friday				
Sunrise Mall	Fair Oaks &	Sunrise & Zinfandel	Cordova Town Center	Mather Field/ Mills	Butter- field Station		
Main Term	Madison			Station	_		
			Ŕ	À	APP		
LV	LV	LV	LV	LV	AR		
5:17a	5:22	5:34	5:42	5:49	6:00		
6:17a	6:22	6:34	6:42	6:49	7:00		
6:47a	6:52	7:04	7:12	7:19	7:30		
7:14a	7:19	7:34	7:42	7:49	8:00		
8:14a 9:17a	8:19 9:22	8:34 9:34	8:42 9:42	8:49 9:49	9:00 10:00		
10:17a	10:22	10:34	10:42	10:49	11:00		
11:17a	11:22	11:34	11:42	11:49	12:00		
12:17p	12:22	12:34	12:42	12:49	1:00		
1:17p	1:22	1:34	1:42	1:49	2:00		
2:17p	2:22	2:34	2:42	2:49	3:00		
3:17p	3:22	3:34	3:42	3:49	4:00		
4:17p	4:22	4:34	4:42	4:49	5:00		
5:17p	5:22	5:34	5:42	5:49	6:00		
6:17p	6:22	6:34	6:42	6:49	7:00		

28 Bu	tterfield	Station to	Sunris	e Mall	
	ı	Monday throu	gh Friday		
Butter- field Station	Mather Field/ Mills	Cordova Town Center	Sunrise & Zinfandel	Fair Oaks &	Sunrise Mall
	Station		21114	Madison	Main Term
		(A)			
		 -			APP
LV	LV	LV	LV	LV	AR
6:27a	6:37	6:44	6:52	7:04	7:11
7:27a	7:37	7:44	7:52	8:04	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
11:27a 12:27p	11:37 12:37	11:44 12:44	11:52 12:52	12:04 1:04	12:11 1:11
1:27p	1:37	1:44	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

93 Hillsdale





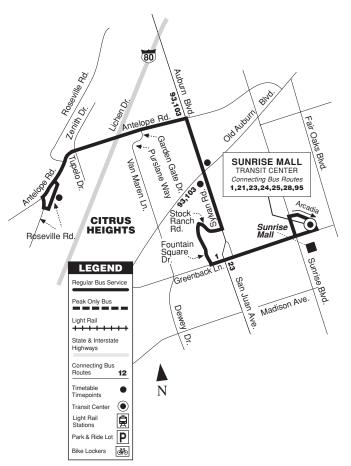
93 Hillsdale



93	Citrus	s Heig	hts -	Hillsda	le - Wa	att/I-80
		Mor	nday thro	ough Friday		
L		luburn	Auburn	Green	Madison	Watt/
	& rlando S	& Sylvan	& Van	-back &	& Hillsdale	I-80
	nando c	byivaii	Maren	Auburn	Tillisuale	
						₫
						APP
	LV	LV	LV	LV	LV	AR
	 5:41a	5:46	5:49	5:52	6:05	6:13
	6:41a	6:46	6:49	6:52	7:05	7:13
	7:35a 8:05a	7:40 8:10	7:43 8:13	7:46 8:16	7:59 8:29	8:07 8:37
	8:35a	8:40	8:43	8:46	8:59	9:07
	9:05a	9:10	9:13	9:16	9:29	9:37
	9:35a 0:05a	9:40 10:10	9:43 10:13	9:46 10:16	9:59 10:29	10:07 10:37
		10:40	10:13	10:46	10:59	11:07
1	1:05a	11:10	11:13	11:16	11:29	11:37
		11:40 12:10	11:43 12:13	11:46 12:16	11:59 12:29	12:07
		12:10	12:13	12:16	12:29	12:37 1:07
	1:05p	1:10	1:13	1:16	1:29	1:37
	1:35p	1:40	1:43	1:46 2:13	1:59	2:07
	2:02p 2:32p	2:07 2:37	2:10 2:40	2:13	2:29 2:59	2:37 3:07
	3:02p	3:07	3:10	3:13	3:29	3:37
	3:32p	3:37	3:40	3:43	3:59	4:07
	4:02p 4:32p	4:07 4:37	4:10 4:40	4:13 4:43	4:29 4:59	4:37 5:07
	5:02p	5:07	5:10	5:13	5:29	5:37
	5:32p	5:37	5:40	5:43	5:59	6:07
	6:07p 6:37p	6:10 6:40	6:13 6:43	6:16 6:46	6:29 6:59	6:37 7:07
	7:37p	7:40	7:43	7:46	7:59	8:07
1	8:37p	8:40	8:43	8:46	8:59	9:07
			Satu			
	8:35a 9:35a	8:40 9:40	8:43 9:43	8:46 9:46	9:00	9:06
		9.40 10:40	10:43	10:46	10:00 11:00	10:06 11:06
1	1:35a	11:40	11:43	11:46	12:00	12:06
	2:35p - 1:35p	12:40 1:40	12:43 1:43	12:46 1:46	1:00 2:00	1:06 2:06
	2:35p	2:40	2:43	2:46	3:00	3:06
	3:35p	3:40	3:43	3:46	4:00	4:06
	4:35p	4:40 5:40	4:43 5:43	4:46 5:46	5:00	5:06
1 3	5:35p 6:35p	6:40	6:43	5.46 6:46	6:00 7:00	6:06 7:06
				Holidays		
	8:35a	8:40	8:43	8:46	9:00	9:06
	9:35a	9:40	9:43	9:46	10:00	10:06
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		11:40 12:40	11:43 12:43	11:46 12:46	12:00 1:00	12:06 1:06
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	6:35p	6:40	6:43	6:46	7:00	7:06

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(A)		APP			APP
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6:49a 7:19a	6:58 7:28	7:10 7:40	7:15 7:45	7:19 7:49	7:26 7:56
7:49a	7:58	8:10	8:15	8:19	8:26
8:19a 8:49a	8:28 8:58	8:40 9:10	8:45 9:15	8:49 9:19	8:56 9:26
9:19a	9:28	9:40	9:45	9:49	9:56
9:49a	9:58	10:10	10:15	10:19	10:26
10:19a 10:49a	10:28 10:58	10:40 11:10	10:45 11:15	10:49 11:19	10:56 11:26
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3:19p	3:28	3:40	3:45	3:49	3:56
3:49p 4:19p	3:58 4:28	4:10 4:40	4:15 4:45	4:19 4:49	4:26 4:56
4:49p	4:58	5:10	5:15	5:19	5:26
5:19p	5:28	5:40	5:45	5:49	5:56
5:49p 6:19p	5:58 6:28	6:08 6:38	6:13 6:43	6:17 6:47	6:24 6:54
7:19p	7:28	7:38	7:43	7:47	7:54
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11:14a	11:21	11:34	11:39	11:43	11:48
12:14p 1:14p	12:21 1:21	12:34 1:34	12:39 1:39	12:43 1:43	12:48 1:48
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3:14p	3:21	3:34	3:39	3:43	3:48
4:14p 5:14p	4:21 5:21	4:34 5:34	4:39 5:39	4:43 5:43	4:48 5:48
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		Sunday &	Holidays		
8:00a	8:06	8:18	8:23	8:27	8:32
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5:14p 6:14p	5:21 6:21	5:34 6:34	6:39	5:43 6:43	5:48 6:48
P					

95 Citrus Heights - Antelope Rd. 🗐 🚨



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

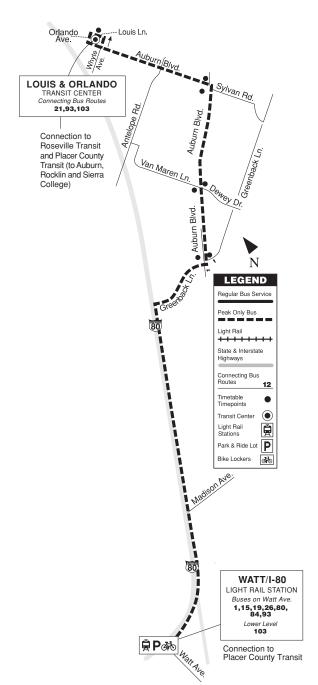
95	Sunrise	Mall to Antelope	
		Monday through Friday	
	Sunrise Mall Main Term	Auburn & Sylvan	Antelope & Roseville
	LV	LV	APP AR
	7:09a	7:20	7:29
	8:09a	8:20	8:29
	9:09a	9:20	9:29
	10:09a	10:20	10:29
	11:09a	11:20	11:29
	12:09p	12:20	12:29
	1:09p	1:20	1:29
	2:09p	2:20	2:29
	3:09p	3:20	3:29
	4:09p	4:20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

Neighborhood Ride

Route deviation service is not available on this route.

103 Auburn Blvd.





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

103	Watt/I-8	0 to Citrus Hei	ghts
		Monday through Friday	
	Watt/ I-80	Auburn & Greenback	Louis & Orlando
	Ē LV	LV	APP AR
	4:33p 5:03p 5:33p	4:40 5:10 5:40 6:10	4:55 5:25 5:55
	6:03p	6:10	6:25



SmaRT Ride: Sacramento Regional Transit's New Way to Get Around Citrus Heights, Antelope and Orangevale. Now serving Franklin-South Sacramento!

August 15, 2018 · Rider Information (http://www.sacrt.com/apps/category/riderinfo/), SacRT in Community (http://www.sacrt.com/apps/category/sacrt-in-community/)

Visit smartride.sacrt.com for full details on this on-

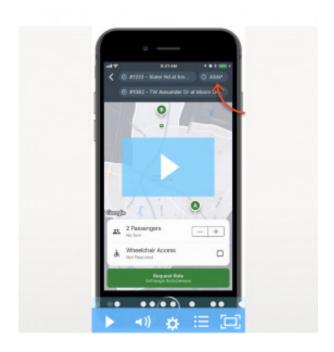


Groups of 5 or more ride FREE! <u>All</u> riders traveling in a group of five or more ride for free. To take advantage of this offer, everyone must travel together as a group from the same pick up location to the same destination.

SmaRT Ride is similar to other ride-share services where customers can use a smartphone app to request a ride that will pick up and drop off passengers wherever they wish to travel within the service boundaries. Following a SmaRT Ride request, the Microtransit app will provide passengers with an estimated pick-up time, track their bus in real-time, and be alerted when their ride is about to arrive. Passengers will also be alerted when their ride is about to reach their desired destination.

SmaRT Ride customers will also be able to request rides by calling 916-556-0100 or by going online to ondemand.sacrt.com (http://ondemand.transloc.com); however, trip requests must be made on the same day. Wait times for service are subject to vehicle availability and demand.

Download the Microtransit App



(https://transloc.wistia.com/medias/9yzeu41vrc)

- From a smartphone download the Microtransit app.
- Create a free account and log in.
- Select Sacramento Regional Transit as your agency.
- Choose your pickup time. Trip requests must be made on the same day as travel.
- Choose a pickup location by typing in the address. Selections must be within the highlighted service area.
- Choose a drop off location by typing in the address. Selections must be within the highlighted service area.
- Confirm passenger details then tap "next" button.
- Review your ride and tap "confirm ride" to submit ride request.
- You should receive real-time predictions as soon as a vehicle has been assigned.
- To cancel a booked ride made in error, click on the three dots located on the top right corner of your ride confirmation card. Click on "cancel ride request."

Reserve Online

- Visit https://ondemand.sacrt.com/ (https://ondemand.transloc.com/)
- Create a free account and log in.
- Select Sacramento Regional Transit as your agency.
- Choose your pickup time. Trip requests must be made on the same day as travel.
- Choose a pickup location by typing in the address. Selections must be within the highlighted service area.
- Choose a drop off location by typing in the address. Selections must be within the highlighted service area.
- Confirm passenger details then tap "next" button.
- Review your ride and tap "confirm ride" to submit ride request.
- You should receive real-time predictions as soon as a vehicle has been assigned. If following online, you will also be able to view the vehicles' position in real-time.
- To cancel a booked ride made in error, click on "cancel ride" located at the bottom of the screen. Complete the cancellation by confirming you wish to cancel your reserved ride.

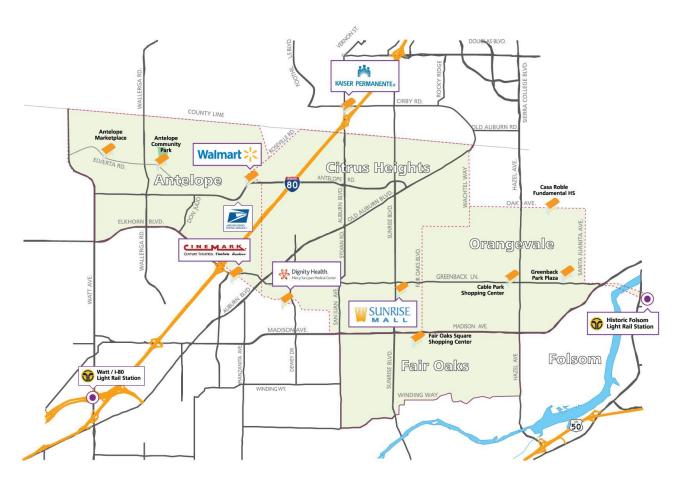
- Call 916-556-0100 to schedule your ride or to cancel your reservation.
- Provide the representative your pickup location and drop off location addresses and preferred times. (Must be within the service boundaries)
- The representative will provide estimated pickup and arrival times and confirm your trip.

If you are:	Your fare is	Single	Daily Pass
Age 19 – 61	Basic	\$2.50	\$7.00
Senior (age 62+)	Discount	\$1.25	\$3.50
Person with Disabilities	Discount	\$1.25	\$3.50
Student (Grades K -12)	Discount	\$1.35	\$3.50

Groups of 5 or more ride FREE!

<u>All</u> riders traveling in a group of five or more ride for free. To take advantage of this offer, everyone must travel together as a group from the same pick up location to the same destination.

SmaRT Ride Citrus Heights, Antelope and Orangevale with connection to the Historic Folsom light rail station operates Monday through Friday, 6 a.m. to 9 p.m.



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.

AY SCHEMRER Chair

ATTEST:

MICHAEL R. WILEY, Secretary

Cindy Brooks, Assistant Secretary



December 14, 2015

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 route¹
- 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.

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¹ 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.

3. ROUTE SUNSET PROCESS

RT's TransitRenewal study set forth a "sunset clause" whereby newly-created fixed-route bus routes must meet RT's productivity standards within two years of implementation. 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.³
- 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,⁴ (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.⁵

² RT's productivity standards are set forth in RT's Service Standards document.

³ 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.

⁴ 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.

⁵ The Public Participation Plan will be adopted separately. This section is intended to be only a summary.

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. 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.

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⁶ 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. 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.⁸ 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.⁹

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. A finding of disproportionate burden requires RT to take steps to avoid, minimize, or mitigate impacts where practicable and to describe alternatives available to low-income passengers affected by the changes.

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.

⁸ 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.)

See FTA Circular 4702.1B, Chapter 4, Section 7.

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.)

¹¹ See FTA Ćircular 4702.1B, Chapter 1, Section 5.

¹² See FTA Circular 4702.1B, Chapter 4, Section 7g.

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.¹³ 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.

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¹³ 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.¹⁴

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.¹⁵

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

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¹⁴ FTA Circular 4702.1B, Chapter 4, Section 7a1f.

¹⁵ FTA Circular 4702.1B, Chapter 4, Section 7a2g.

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). If RT declares a state of fiscal emergency, then transit service reductions are also statutorily exempt. 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.¹⁸

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.¹⁹

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).²⁰

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

¹⁶ See California Public Resources Code, Section 21080(b)(10).

¹⁷ See California Public Resources Code, Section 21080.32.

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.

The ND/MND will customarily be part of the same agenda item as the service changes.

²⁰ 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.



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.

Service Change Policy Appendix A - Example Route Sunset Exemption

RESOLUTION	NO. YY-MM
Adopted by the Board of Directors of the S	Sacramento Regional Transit District on this date:
Mont	h DD, YYYY
	EMPTING ROUTE X FROM ANSIT DISTRICT'S SUNSET CLAUSE
WHEREAS, Route X is designated to Transit's Service Change Policy; and	o be eliminated, pursuant to Section 3 of Regional
WHEREAS, the Board of Directors fit be temporarily exempted from this policy.	nds that special circumstances justify that Route X
BE IT HEREBY RESOLVED BY SACRAMENTO REGIONAL TRANSIT DIST	Y THE BOARD OF DIRECTORS OF THE RICT AS FOLLOWS:
THAT, Route X shall be exempt from Regional Transit's Service Change Policy for	om the sunset clause provisions of Section 3 of raperiod 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/Descripti	ion			
			CURRENT SYSTEM STATISTICS	
RT Average Weekda Bus and Light Rail	y Riders	ship:		
Minority Ridership:				% (A1)
Low-Income Ridershi Household income less than				% (B1)
Data Source for Dem Ex: 2010 On-Board Survey	ographi	cs:		
			SERVICE CHANGE IMPACTS	
Data Source for Dem Ex: 2010 On-Board Survey (should match above)	ographi	cs:		
Net Revenue Miles: All Riders: Annualized Minority:		ers:		
		ty:		% (A2)
	Low-In	icome:		% (B2)
Disparate Impact:		Yes No	Is there an adverse disparity between A1 a 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 acceptable.	nificance?) a substantial legitimate justification o alternatives that would have a less
Disproportionate Burde		Yes No	Is there an adverse disparity between B1 a RT's 15 percent threshold of statistical sign If yes, then RT must take steps to avoid, minimize, or and must also describe alternatives available to low-in	nificance? mitigate impacts where practicable
			Prepared by	Date
			Reviewed by	Date



Customer Services & Fares

Single & Daily Pass Fares

If you are:	Your fare is:	Single	Daily Pass	
Age 19 - 61	Basic	\$ 2.50	\$ 7.00	
Senior (age 62 and over)	Discount	1.25	3.50	
Disabled	Discount	1.25	3.50	
Student (K-12)	Discount	1.25	3.50	

Pre-Paid Tickets

# of Tickets	Book Price	
10	\$ 25.00	
10	12.50	
10	70.00	
10	35.00	
	10 10 10	10 \$ 25.00 10 12.50 10 70.00

Monthly Passes & Stickers

Basic Monthly Pass	\$ 100.00
Basic Semi-Monthly Pass	50.00
Senior/Disabled Monthly Pass	50.00
Senior/Disabled Semi-Monthly Pass	25.00
Super Senior Monthly Pass (age 75 and over)	40.00
Student Monthly Pass	20.00
Student Semi-Monthly Pass	10.00
Yolo Express	25.00

Stickers must be affixed to a SacRT Photo ID or school 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. Daily parking may be purchased on the Parkmobile app on your smart phone.

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 a SacRT 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 a SacRT 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 SacRT's Customer Service and Sales Center located at 1225 R Street.
- c) Students (K- 12) Must be pursuing a high school diploma; eligible to purchase SacRT monthly Student stickers with a SacRT Student photo ID card or school issued photo ID card.
- d) Class Pass SacRT 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 \$5.00 for each accompanying adult.

SacRT Customer Service Representatives are available to answer questions about your group travel. Please call SacRT at 916-321-BUSS (2877) at least 10 business days before your day of travel.

SacRT photo ID cards are only available at SacRT's Customer Service and Sales Center - see page 4 for details

CLEAR CHANNEL CLEANING SCHEDULE

		Citrus Heights Shelter Cleaning Schedule	
Monday			
Stop#	Panel	Address	
	3321	Sunrise Blvd ES 145ft N/O Woodmore Oaks Dr	
2811	7685	Sunrise Blvd ES 5ft N/O Oak Av F/S - 1	
		Wednesday	
	3327	Sunrise Blvd ES 250ft N/O Old Auburn	
3708	7593	Sunrise Blvd WS 5ft S/O Antelope F/N - 1	
	3329	Sunrise Blvd ES 150ft S/O Old Auburn	
	3325	Sunrise Blvd WS 20ft N/O Oak Av	
	3319	Sunrise Blvd WS 120ft S/O Locher Way	
1193	7647	Greenback Ln NS 5ft E/O Peoria Dr F/E - 1	
1310	9081	Greenback Ln SS 5ft E/O Dewey Dr F/W - 1	
	9166	Greenback Ln SS 13ft E/O Parkoaks Dr.	
3972	9001	Greenback Ln SS 5ft E/O Indiana River Dr F/W - 1	
	9108	Greenback Ln SS 5ft E/O Auburn Blvd F/W - 1	
	9127	Greenback Ln NS 5ft W/O Auburn Blvd F/E - 1	
3348	7916	Auburn Blvd WS 140ft S/O Greenback Blvd F/E - 1	
	9214	Auburn Blvd WS 20ft S/O Cobalt	
3344	7930	Auburn Blvd WS 300ft S/O Van Maren Ln F/ -	
3345	3060	Auburn Blvd WS 20ft S/O Halifax F/ - 1	

Cleaning consists of power washing, graffiti removal, trash pick up and trash removal.

SACRT CLEANING SCHEDULE

SacRT Citrus Heights Bus Stop Cleaning Schedule				
Tuesday	Wednesday	Thursday	Friday	
Location	Location	Location	Location	
Greenback & Indian	Auburn & Hemlock	Auburn & Twin Oaks	Twin Oaks & Auburn	
Greenback & Desimone	Auburn & Manzanita	Sunrise & Oak	Sunrise & Antelope	
Greenback & Park Oaks	Auburn & Greenback	Sunrise & Woodmore Oak	Sunrise & Locher way	
Greenback & Dewey	Auburn & Greenback	Greenback & Arcadia	Sunrise & Birdcage	
San Juan & Greenback	Auburn & Halifax	Arcadia & Greenback	Sunrise & Birdcage	
Madison & San Juan	Auburn & Van Maren	Arcadia & Greenback	Sunrise Macy Place	
Auburn & Garfeild	Auburn & Cobalt	Sunrise & Greenback	Sunrise & Kingswood	
Greenback & Birdcage	Auburn & Raintree	Sunrise & Macys	Madison & Sunrise	
Greenback & Sunrise	Auburn & Greenback	Sunrise & Macy Place	Sunrise & Madison	
Greenback & Merlindale	Greenback & Van Maren	Sunrise & Alta Sunrise	Sunrise & Alta Sunrise	
Greenback & San Juan	Greenback & Fountain Sq	Sunrise & Madison	Sunrise & Macy Place	
Greenback & Fountain Sq	Greenback & San Juan	Madison & Sunrise	Sunrise & Macys	
Greenback & Van Maren	Greenback & Merlindale	Sunrise & Kingswood	Sunrise & Greenback	
Auburn & Greenback	Greenback & Sunrise	Sunrise Macy Place	Arcadia & Greenback	
Auburn & Raintree	Greenback & Birdcage	Sunrise & Birdcage	Arcadia & Greenback	
Auburn & Cobalt	Auburn & Garfeild	Sunrise & Birdcage	Greenback & Arcadia	
Auburn & Van Maren	Madison & San Juan	Sunrise & Locher way	Sunrise & Woodmore Oaks	
Auburn & Halifax	San Juan & Greenback	Sunrise & Antelope	Sunrise & Oak	
Auburn & Greenback	Greenback & Dewey	Twin Oaks & Auburn	Auburn & Twin Oaks	
Auburn & Greenback	Greenback & Park Oaks	Watt I-80	Watt I-80	
Auburn & Manzanita	Greenback & Desimone			
Auburn & Hemlock	Greenback & Indian			
Watt I-80	Watt I-80			

Cleaning includes: empty trash can (replace liner/bag as needed), sweep sidewalk and gutter, remove grafitti, remove all trash at stop



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: December 13, 2018

TO: Mayor and City Council Members

Christopher W. Boyd, City Manager

FROM: Rhonda Sherman, Community Services Director

Stephanie Cotter, Development Specialist II

SUBJECT: Consider Adoption of a Resolution Declaring a Shelter Crisis

Pursuant to Senate Bill 850 (Chapter 48, Statutes of 2018) and Government Code Section 8698.2 as Required to Receive State

Homeless Emergency Aid Program (HEAP) Funds

Summary and Recommendation

Despite the continued success of the city's innovative Navigator Program, homelessness remains a challenge, and is affecting communities throughout the State of California. The Homeless Emergency Aid Program (HEAP) is a substantial new state funding program that offers a block grant to develop and implement programs that reflect the needs of the community. Sacramento County's Continuum of Care entity, the nonprofit Sacramento Steps Forward, stands to receive \$12.7 million in HEAP funding, while the City of Sacramento will receive \$5.6 million.

The local HEAP proposal includes two primary investment areas: 1) expanding emergency shelters, and 2) flexible rehousing program.

The first component includes funding expanding emergency shelter services using Sacramento County's successful scattered-site shelter model. The scattered-site shelter model utilizes currently vacant properties to house individuals in need of shelter. Each house has 24-hour inhouse monitoring. Given the unique challenges of a suburban community, Citrus Heights staff supports Sacramento County's service-based scattered-site model, as opposed to a facility-based shelter traditionally found in urban municipalities. Sacramento County does not plan to develop a new, large-scale shelter as part of this program.

The second component of the local HEAP proposal is funding a flexible housing pool to be administered by the Sacramento County Department of Human Assistance (DHA). The program creates new housing opportunities for unsheltered clients engaged in homeless outreach and navigation programs, such as the Citrus Heights Navigator Program. The pool will provide individualized practical help with case management and outreach services; rental assistance;

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legal services; crisis intervention; and other services to transition participants from the streets to permanent housing.

To be eligible for HEAP funding, the state has enacted a requirement that all cities and counties must adopt a shelter crisis resolution with specific language, pursuant to Senate Bill 850 (Chapter 48, Statutes of 2018) and Government Code Section 8698.2. While Citrus Heights cannot be a direct recipient of funding, regionally funded programs will be available only to homeless people in jurisdictions that have declared a shelter crisis. If Citrus Heights declares a shelter crisis, HEAP would serve as another tool to complement the existing Navigator Program. If Citrus Heights does not declare a shelter crisis, regional programs funded with HEAP would not be available to homeless people in Citrus Heights.

In order to allow HEAP funds to be spent in Citrus Heights, staff recommends adopting a shelter crisis resolution. The shelter crisis declaration will automatically expire three months after its adoption, unless terminated earlier or extended by the City Council. These funds could directly benefit the most vulnerable of the city's homeless population, and the regional collaboration that they represent has the potential to have an impact far longer than the three-year expenditure timeframe.

Staff recommends the City Council adopt Resolution No. 2018-___ A Resolution of the City Council of the City of Citrus Heights, California, declaring a shelter crisis pursuant to Senate Bill 850 (Chapter 48, Statutes of 2018) and Government Code Section 8698.2.

Fiscal Impact

There is no anticipated direct fiscal impact to declaring a shelter crisis. While the declaration will allow funding to be spent for the benefit of Citrus Heights residents, funding will flow through the City of Sacramento, Sacramento Steps Forward, and Sacramento County. No funding will be directly received by the City of Citrus Heights.

Background and Analysis

In June 2018, Governor Brown signed Senate Bill 850, which allocated \$500 million in one-time state funding to a new program known as the Homeless Emergency Aid Program (HEAP). The goal of HEAP is to provide funding to Continuum of Care entities and 11 large cities so that they can quickly and efficiently increase emergency homeless services. Sacramento County's Continuum of Care (CoC) entity, the nonprofit Sacramento Steps Forward, stands to receive \$12.7 million in HEAP funding, while the City of Sacramento will receive \$5.6 million.

A Continuum of Care (CoC) is a regional or local planning body designated by the U.S. Department of Housing and Urban Development (HUD) that coordinates housing and services funding for homeless families and individuals. CoCs are responsible for tracking and managing the homeless community in its area. One of most important activities entrusted to CoCs is the biannual count of the homeless population and an annual enumeration of emergency systems, transitional housing units, and beds that make up the homeless assistance systems. The CoC also

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manages these services, offering both prevention strategies and homeless assistance programs to assist those at-risk of or experiencing homelessness.

Proposed HEAP Programs

Eligible uses of HEAP funding include small and large-scale shelters, outreach and navigation services, permanent supportive housing, and criminal justice diversion. Funds must be focused on activities that can be implemented quickly, as the HEAP expenditure deadline is June 2021.

Since Senate Bill 850 was signed, the City of Sacramento, Sacramento County, and Sacramento Steps Forward have been working collaboratively on identifying the best uses of HEAP funding. To this end, a number of public input sessions have been held in recent months to solicit feedback from community stakeholders. Citrus Heights staff participated in several of these meetings.

Given the short timeframe for expenditure and the limited administrative funding, two major categories of expenditures are proposed:

• Expanding emergency shelters. Most of the funding for emergency shelters is funding directed to the City of Sacramento (\$7.3 million). A smaller amount of funding (\$2.2 million) in this category is targeted for expansion of existing family shelters and add additional scattered-site shelters, similar to those currently operated by Sacramento Self-Help Housing. There will be no walk-up to the services; rather, county staff will work with partners, such as the Citrus Heights Navigator, to identify and engage shelter participants. Sacramento County plans to add an additional seven family shelter units and eight scattered-site shelters.

The scattered-site shelter model utilizes currently vacant properties to house individuals in need of shelter. Each house has 24-hour in-house monitoring. Given the unique challenges of a suburban community, Citrus Heights staff supports Sacramento County's service-based scattered-site model, as opposed to a facility-based shelter traditionally found in urban municipalities.

• Flexible Rehousing Program. The focus of this program is providing limited-term rental subsidy (up to 24 months) and intensive case management to homeless households while they pursue long-term housing resources, such as a Section 8 voucher or permanent supportive housing placement. Sacramento County anticipates about 600 households will be served, using about \$8.5 million in HEAP funding.

On September 12, the Continuum of Care Advisory Board approved the investment plan for HEAP funding outlined above.

Shelter Crisis Declaration

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To receive HEAP funding, California statute requires the jurisdiction(s) "that the administrative entity represents" declare a shelter crisis pursuant to State law (commencing with Government Code Section 8698) by the time funding is awarded, a date that is anticipated to be no later than December 31, 2018. In order to allow Citrus Heights homeless residents to have access to the services provided by HEAP, the city would need to declare a shelter crisis by December 31, 2018. This is a hard deadline and there will be no opportunity for a later opt-in.

City staff consulted with the city attorney regarding the required shelter crisis declaration resolution and did not identify any significant legal barriers. However, there is uncertainty whether or not the state would enact future legislation related to municipalities that have adopted a shelter crisis declaration.

Declaring a shelter crisis offers several benefits:

- Increased access to services. The city's homeless residents will have access to HEAP-funded services, including intensive case management, and can be potentially re-housed in Citrus Heights. In particular, the Flexible Rehousing Program will focus on moving homeless individuals or families from outdoor camps and cars to temporary shelter and then to permanent housing.
- Regional collaboration. Homelessness is a regional problem, and regional partnerships are needed to make meaningful progress on this issue. HEAP offers a unique opportunity for the broader Sacramento community to collaborate and implement a true community-wide response to homelessness. Citrus Heights staff is active within the local CoC and has applied for a seat on the Sacramento Steps Forward Board. In addition, Citrus Heights staff will participate in a funder's collaborative to coordinate oversight and implementation of the HEAP programs with staff from participating agencies.
- *Limited timeframe*. Time-limited shelter crisis declarations are acceptable. For instance, Sacramento County and the City of Elk Grove made declaration for a one-year period. On the other hand, the City of Sacramento made a declaration for a three-month period. The City Citrus Heights could make a similar time-limited declaration, and could then evaluate the reaped benefits and any unintended consequences.

Declaring a shelter crisis also allows jurisdictions to house homeless persons in designated public facilities, and reduces building standard requirements for such facilities in the event that strict building code compliance would hinder mitigation of the shelter crisis. This reduction in building standards would potentially benefit public agencies that a) own underutilized properties, and b) wish to operate a homeless shelter. The City of Citrus Heights currently does not have underutilized properties that would be good candidates for temporary shelter. Additionally, Sacramento County does not plan to develop any new large-scale shelters.

It is possible that declaring the shelter crisis may not provide a meaningful benefit. Declaring a crisis means the city's homeless residents would have access to HEAP-funded programs, and the city's navigator would be able to refer clients into to those programs. However, there is no

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guaranteed funding for Citrus Heights' homeless residents, and they would be competing with Sacramento City, Sacramento County, and City of Elk Grove residents for access.

The following agencies in the local CoC have adopted shelter crisis resolutions: Sacramento County (October 16), City of Sacramento (November 8), and the City of Elk Grove (November 14). The City of Folsom does not plan to declare a shelter crisis, and, as of the writing of this report, the City of Rancho Cordova is undecided.

Alternative Actions

In short, if the city adopts a shelter crisis resolution, HEAP funds could potentially be spent in Citrus Heights. This means that Citrus Heights' homeless residents, most of whom have a tie to Citrus Heights, could be housed locally, although the realities of the rental market make it likely that some will be housed elsewhere.

The alternative to declaring a shelter crisis is to do nothing. Failure to declare a shelter crisis would prohibit HEAP funds from being spent in Citrus Heights or for the benefit of Citrus Heights' homeless population. While not participating in HEAP would ensure that no homeless person is housed in Citrus Heights with HEAP funds, it also permanently shuts the door on a useful tool to address particularly the most challenged among the city's homeless population.

Attachments

 a. Resolution No. 2018-___ A Resolution of the City Council of the City of Citrus Heights, California, declaring a shelter crisis pursuant to Senate Bill 850 (Chapter 48, Statutes of 2018) and Government Code Section 8698.2

RESOLUTION NO. 2018-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA DECLARING A SHELTER CRISIS PURSUANT TO SENATE BILL 850 (CHAPTER 48, STATUTES OF 2018) AND GOVERNMENT CODE SECTION 8698.2

WHEREAS, the Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program ("HEAP") as part of Senate Bill 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018);

WHEREAS, the Governor and Legislature require jurisdictions seeking an allocation through HEAP to declare a Shelter Crisis pursuant to Government Code Section 8698.2 in order to receive funding;

WHEREAS, the City of Citrus Heights ("City") has undertaken multiple efforts at the local level to combat homelessness and actively participates in regional efforts to develop plans to address homelessness, including in coordination with Sacramento County and Sacramento Steps Forward;

WHEREAS, the City finds that, per the 2017 Point-in-Time Count conducted by Sacramento Steps Forward, 239 persons were identified as homeless and living without shelter within the City of Citrus Heights;

WHEREAS, the City finds that the number of homeless is significant, and these persons are without the ability to obtain shelter;

WHEREAS, the City finds that the health and safety of unsheltered persons in the City of Citrus Heights is threatened by a lack of shelter; and

WHEREAS, failure to declare a shelter crisis would prohibit HEAP funds from being spent in the City of Citrus Heights or for the benefit of Citrus Heights' homeless population;

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights that a shelter crisis pursuant to Government Code Section 8698.2 exists in the City of Citrus Heights and hereby authorizes the city's participation in the Homeless Emergency Aid Program. This declaration shall automatically expire three months after its adoption unless terminated earlier or extended by the City Council.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights the 13th day of December, 2018 by the following roll call vote:

Ayes:	Council Members:		
Noes:	Council Members:		
Abstain:	Council Members:		
Absent:	Council Members:		
		Steve Miller, Mayor	
ATTEST:		•	

Amy Van, City Clerk