



AGENDA

August 19, 2020

CITY COUNCIL CLOSED SESSION

5:15 p.m.

CITY COUNCIL MEETING

6:00 p.m.

Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

To help minimize the spread of COVID-19, members of the public may not attend in person, but may view the meeting on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

Dial in Phone Number: 916-774-5353
Email: publiccomment@roseville.ca.us

If you need a disability-related modification or accommodation to participate in this meeting, please contact Voice: 916-774-5200, TDD: 916-774-5220. Requests must be made as early as possible.

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

If an agenda item is open to public comment, such public comment shall be addressed to the chair of the meeting.

Public Comment - Speakers have three minutes under Public Comment to speak on issues that are not listed on the agenda and are within the City's jurisdiction. The Brown Act does not permit any action or discussion on items not listed on the agenda.

Consent Calendar - If applicable, the Consent Calendar consists of routine items that may be approved by one motion. Any person can remove an item from the Consent Calendar to be discussed separately.

Agenda Items - Speakers have five minutes to address items that are listed on the agenda.

Americans with Disabilities Act - Notify the City Clerk or Secretary at least 72 hours in advance if special assistance is required to participate in a meeting including the need of auxiliary aids or services.

Audio/Visual Presentations - If making a presentation regarding an agenda item, audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance.

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

Roseville City Clerk 311 Vernon Street, Roseville, CA 916-774-5200 TDD 916-774-5220

CLOSED SESSION

5:15 p.m.

Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1)

Bruce Berg v. City of Roseville

Placer County Superior Court, Case Number SCV0042735

CONTACT: Robert Schmitt 916-774-5325 rschmitt@roseville.ca.us

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PUBLIC COMMENTS**
6. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending the City Council adopt the Minutes of the April 15, 2020 City Council meeting, the May 6, 2020 City Council/Housing Authority meeting, and the May 20, 2020 City Council meeting.

CC #: 0951

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Bids / Purchases / Services

6.2. 600 V, 15kV and Control and Instrumentation Cable (RFQ 10-3253) - Purchase

Order Increase Authorization

Memo from Power Engineer Vince Bottoni and Electric Utility Director Michelle Bertolino recommending the City Council approve an increased spending authorization for the underground cable contract for FY2020-21 to be \$2,500,000. This is a \$1,950,000 increase over the original spending limit of \$550,000. This request is due to higher than normal development and cable replacement activity. Funding for this increase in cable expenditure is either included in the Electric Department Contribution in Aid of Construction Capital Improvement project (which is reimbursed by developers) or is included in the annual Electric Department Capital budget, both of which are approved by Council.

CC #: 0936

File #: 0800-03

CONTACT: Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

6.3. Industrial Switchgear Replacement and Fiddymont 230/60kV Transformer Addition Projects - Award of Contract

Memo from Power Engineer Vince Bottoni and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-336 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INTERSTATE CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting Council award a construction contract to Interstate Construction, Inc. in the amount of \$533,737 for construction of projects at Industrial and Fiddymont Substations. This agreement provides for all work associated with the replacement of Industrial Substation Switchgear 2 and the addition of a new 230/60kV transformer at Fiddymont Substation. Staff is also requesting authorization for the Electric Utility Director or designee to approve and pay for contract change orders that could increase the contract amount by no more than 10%, or \$53,373.70, for a total of \$587,110.70. Funds are available in the Electric Department FY2020-21 capital improvement project budget.

CC #: 0942

File #: 0900-03

CONTACT: Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

6.4. Library Software Maintenance and System Enhancements - Contract Purchase Agreement

Memo from Parks, Recreation & Libraries Supervisor Chris Rohde and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-331 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BYWATER SOLUTIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000488). Staff recommends Council approve a contract purchase agreement with ByWater Solutions, LLC. for ongoing maintenance, support and enhancements of the Library Division's integrated library computer system, Koha Library Software and authorize the City Manager to execute the agreement

for three optional one-year renewals. The annual cost for services for FY2020-21 is \$21,000 and is included in the Parks, Recreation & Libraries approved FY2020-21 budget. The funds for each renewal year will be requested in the Parks, Recreation & Libraries Department operating budget.

CC #: 0933

File #: 0203-10

CONTACT: Chris Rohde 916-746-1216 crohde@roseville.ca.us

6.5. Fire Station 2 Remodel Phase 2 - Service Agreement Amendment

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-330 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BULLARD, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1908245). Staff recommends Council approval of Amendment No. 1 to Service Agreement with Bullard, Inc. for the materials and labor to complete Phase 2 of the interior improvements at Fire Station #2. Total cost of the amendment is \$94,500 which increases the agreement from \$180,040 to \$274,540. Funds are available in the approved FY2020-21 Fire Department Renovation and Restoration project budget in the Facility Rehabilitation Fund. This amendment also extends the end date of the agreement from 12/31/2019 to 6/30/2021. Contingency funds of 10%, totaling \$9,450, are also available in the approved FY2020-21 Fire Department Renovation and Restoration project budget.

CC #: 0931

File #: 0900-05

CONTACT: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

6.6. Vehicle Purchases and Out-of-State Travel Request – Fleet Services and Fire Department

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-339 APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE AND GOLDEN STATE FIRE APPARATUS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a purchase order to Golden State Fire Apparatus, Inc. for four Pierce Enforcer Type 1 Engines utilizing NPPGov contract # PS20240 in the amount of \$2,821,818. Funding for these vehicles is included in the FY2020-21 Fleet Replacement budget. Staff also requests Council approval for out-of-state travel for Fleet Services and Fire Department staff members to attend two factory inspections for the new Pierce Enforcer Type 1 Engines being built by Pierce Manufacturing in Appleton, Wisconsin, which includes a mid-construction review and final factory inspection. The estimated schedule for mid-construction inspection is June of 2021 with a final inspection in July of 2021. Costs related to travel including airfare, lodging and meals are covered by Golden State Fire Apparatus as part of the original purchase price.

CC #: 0946

File #: 0203-01 & 0600-02

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

6.7. Utility Technology Equipment - Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-338 APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE AND CDW GOVERNMENT, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a purchase order with CDW Government, LLC in the amount of \$200,000 for industrial control systems which provide critical information on the output, status, and conditions of wastewater collection, water distribution, and treatment plant operations. Funding will come from the Environmental Utilities Department's FY2020-21 operating budgets for Water and Wastewater. This agreement also provides two optional renewal years at one-year intervals. Staff also requests authorization to utilize the optional renewal years of the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 0945

File #: 0203-09

CONTACT: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

6.8. Enterprise Asset Management Consulting Services – Sole Source Contract Purchase Agreement

Memo from Data Management Administrator Duke Arakaki and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-328 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIXTY SEVEN SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000800). This item is a sole source contract purchase agreement with Sixty Seven Solutions, Inc. to continue development support of Roseville's Enterprise Asset Management system and build integrations as part of the Advanced Metering Infrastructure project. Total cost of the service is not to exceed \$325,000. Funding is included in Environmental Utilities and Electric funds budget for FY2020-21.

CC #: 0929

File #: 0800-02

CONTACT: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

Resolutions

6.9. Creekview Specific Plan/Blue Oaks Blvd. Extension - Dedicating Public Utility Easements Across City Property

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION

NO. 20-329 APPROVING A GRANT OF A PUBLIC UTILITY EASEMENT, BY THE CITY OF ROSEVILLE TO THE PUBLIC, AUTHORIZING THE CITY MANAGER TO EXECUTE IT, AND THE CITY CLERK TO ACCEPT IT ON BEHALF OF THE PUBLIC. Pacific Gas and Electric has requested that the City dedicate public utility easements adjacent to and across the recently constructed segments of the westerly extension of Blue Oaks Blvd. and Westpark Drive that are located on City-owned property. These actions have no fiscal impact to the City's General Fund.

CC #: 0950

File #: 1002-06

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

6.10. Campus Oaks Apartments 2 - Temporary Right of Entry and Use Agreement

Memo from Associate Engineer Jeffrey Hendrix and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-334 APPROVING A TEMPORARY RIGHT OF ENTRY AND USE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAMPUS OAKS APARTMENTS 2 LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is recommending the execution of a Temporary Right of Entry and Use Agreement of land offered on the Large Lot Final Map of Campus Oaks in order to facilitate the construction of the Campus Oaks Apartment project located immediately adjacent thereto. This agreement requires the developer to maintain the property until the City is ready to build the fire station, and to return the site to its original condition once construction is complete. The action requested has no fiscal impact to the City's General Fund.

CC #: 0940

File #: 1002-05

CONTACT: Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

6.11. Downtown Roseville Security Services - Professional Services Agreement Amendment

Memo from Police Captain Troy Bergstrom and Police Chief James Maccoun recommending the City Council adopt RESOLUTION NO. 20-342 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a first amendment to professional services agreement with Universal Protection Service, LP dba Allied Universal Security Services to continue to provide downtown security services and authority for the City Manager or his designee to execute three additional one-year renewals without further Council approval, provided that the applicable budget is approved by the Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. Funds in the amount of \$164,746.44 for this amendment are included in the FY2020-21 budget. Police

Department budget. Funding for future years will be contingent upon Council approval for each of the optional renewal years.

CC #: 0949

File #: 0323

CONTACT: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

6.12. Roseville High School District - Permit Parking Modification

Memo from Junior Engineer Roman Yakimchuk and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-341 APPROVING PERMIT PARKING AREAS AND REPEALING RESOLUTION NO. 20-025. Staff requests approval of the addition of residential permit parking on the north side of Alta Vista Avenue from addresses 419 to 543, the south side of Alta Vista Avenue from addresses 412 to 416, the residential frontage of 429 Mariposa Street, and all sides of 501 Manzanita Avenue from 8 a.m. to 3 p.m., Monday through Friday, whenever school is in session. The cost of installing the permit parking signage is already included in the Streets Division operating budget and no additional funds are needed.

CC #: 0948

File #: 0316-03

CONTACT: Roman Yakimchuk 916-774-5483 ryakimchuk@roseville.ca.us

6.13. Roseville Transit Agency Safety Plan

Memo from Alternative Transportation Analyst Alison Winter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-332 APPROVING THE ROSEVILLE TRANSIT AGENCY SAFETY PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that Council approve the Roseville Transit Agency Safety Plan. As a recipient of Federal Transit Administration funding, the City is required to develop and implement a Public Transportation Agency Safety Plan by December 31, 2020.

CC #: 0935

File #: 0721

CONTACT: Alison Winter 916-774-5293 awinter@roseville.ca.us

6.14. California Greenhouse Gas Cap-and-Trade Program – 2021 Directly Allocated Allowance Allocation

Memo from Electric Resource Analyst David Saio and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-326 APPROVING THE ALLOCATION OF 341,483 OF CITY'S 2021 GREENHOUSE CAP-AND-TRADE PROGRAM ALLOWANCES. This item requests Council approval to direct all 341,483 of the City's 2020 directly allocated allowances under the state's Greenhouse Gas Cap-and-Trade Program to the City's compliance account. There is no direct fiscal impact associated with the allowance allocation. The value of the allowances is estimated at approximately \$6 million and will be used to offset Roseville's greenhouse gas compliance costs.

CC #: 0927

File #: 0800-03

CONTACT: David Siao 916-746-1613 dsiao@roseville.ca.us

6.15. Dry Creek Trunk Sewer Bank Stabilization Project – Mitigation Fee Agreement

Memo from Environmental Coordinator Terri Shirhall and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-335 APPROVING A MITIGATION FEE AGREEMENT, BY THE CITY OF ROSEVILLE AND THE COUNTY OF PLACER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is a request for approval of funding to finalize mitigation requirements for the Dry Creek Trunk Sewer Bank Stabilization project. The total cost of mitigation for the project is \$37,500. The project is fully funded as a capital improvement project by the South Placer Wastewater Authority.

CC #: 0941

File #: 0900-02

CONTACT: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

6.16. Well 12 Backwash Outfall: Riparian Restoration - Professional Services Agreement

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-340 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRIANGLE PROPERTIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests Council approval of a professional services agreement with Triangle Properties, Inc. in the amount of \$70,710. The professional services under this agreement will be paid for from the existing Well 12 Backwash Outfall capital improvement project budget, which is funded through the Water Rehabilitation fund.

CC #: 0947

File #: 0800-02

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Ordinances (for introduction and adoption - appropriation/urgency measures)

6.17. California Department of Justice - Grant Award and Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending the City Council adopt RESOLUTION NO. 20-333 ACCEPTING A GRANT AWARD FROM THE STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6261 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN

AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a grant award from the State of California, Department of Justice, and an ordinance to amend the FY2020-21 General Fund budget. The City has been awarded \$54,050 in grant funding to support the Investigations and Property and Evidence Units by allowing for the testing of several pending sexual assault exams.

CC #: 0939

File #: 0214 & 0201-01

CONTACT: Jeff Kool 916-746-1096 jkool@roseville.ca.us

6.18. Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Grant - Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending the City Council adopt ORDINANCE NO. 6260 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment to increase the Police Department's FY2020-21 operating revenue and expenditure budgets by \$50,942 to implement the Bureau of Justice of Assistance - Coronavirus Emergency Supplemental Funding Grant.

CC #: 0937

File #: 0214 & 0201-01

CONTACT: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

6.19. Creekview Specific Plan Parcel C-53 and C-54 - Bike Trail Reimbursement Agreement and Budget Adjustment

Memo from Alternative Transportation Manager Michael Dour and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-327 APPROVING A BIKE TRAIL REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6256 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The proposed action would approve the Reimbursement Agreement and associated budget adjustment with Anthem United Creekview Developments Limited Partnership, to cover the cost for construction of a one mile long paved Class I multi-use trail in open space parcels C-53 and C-54. The trail construction and reimbursement are required by the Creekview Development Agreement. The bike trail improvements are wholly funded through the Creekview Specific Plan Citywide Park and Bike Trail Fee program in the amount of \$623,040. No General Fund resources will be used for this project.

CC #: 0928

File #: 0721-05 & 0201-01

CONTACT: Jeannie Gandler 916-774-5331 jgandler@roseville.ca.us

6.20. Industrial Switchgear 2 Project - Budget Adjustment

Memo from Electric Financial Administrator Eric Campbell and Electric Utility Director Michelle Bertolino recommending the City Council adopt ORDINANCE NO. 6258 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This agenda item requests a budget increase in the amount of \$400,000 for the Industrial Switchgear 2 project. The new switchgear will utilize more current technologies, reduce maintenance costs, and improve system reliability. The recommended budget adjustment will increase the total project budget from \$1,590,000 to \$1,990,000. Funding is available in the Electric Fund to cover this budget increase for FY2020-21.

CC #: 0932

File #: 0800-03 & 0201-01

CONTACT: Eric Campbell 916-774-5626 ecampbell@roseville.ca.us

6.21. Riego Creek Adventure Club Modular Facility - Budget Adjustment

Memo from Parks, Recreation & Libraries Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Jill Geller recommending City Council adopt ORDINANCE NO. 6259 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting approval of a budget adjustment of \$45,000 to appropriate the funds necessary to complete the purchase and installation of a portable Adventure Club building at Riego Creek Elementary school. This budget adjustment is in addition to the \$340,000 initially budgeted for this project, bringing the total project to \$385,000. Additional funds are needed for unexpected project costs including the pouring of an asphalt pad to set the building on, the moving of water and sewer lines, and increased electrical connection expense to complete the installation. The additional project funding will come from the Youth Development Fund balance and does not impact the General Fund.

CC #: 0934

File #: 0704 & 0201-01

CONTACT: Rob Nakamura 916-774-5135 makamura@roseville.ca.us

Ordinances (for second reading and adoption)

6.22. Second Reading of Ordinance - Villages at Sierra Vista Community Facilities District (Public Facilities) - Levying of Special Taxes

ORDINANCE NO. 5960 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE

VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), for second reading and adoption.

CC #: 0938

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Reports / Requests

6.23. Northern California Power Agency Appointments

Memo from City Clerk Sonia Orozco requesting the City Council approve the appointment of Councilmember Pauline Roccucci as the primary representative on the Northern California Power Agency, and Vice Mayor Krista Bernasconi as the alternate member for the duration of the 2018/2020 Council assignments.

CC #: 0926

File #: 0102-12

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

6.24. Sierra Vista DF Properties, Inc., Large Lot Subdivision Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Sierra Vista DF Properties, Inc., Large Lot Subdivision final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 6 large lots for future development, 1 public park lot, 1 public open space lot and 1 public landscape lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0943

File #: 0400-07

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Sutter Roseville Medical Center Neighborhood Policing - Grant Award, Budget Adjustment and Position Allocation Schedule

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending the City Council adopt RESOLUTION NO. 20-337 ACCEPTING A GRANT AWARD FROM THE SUTTER ROSEVILLE MEDICAL CENTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AWARD DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; adopt ORDINANCE NO. 6257 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and approve the Police Department Position Allocation Schedule effective August 22, 2020. The City has been awarded

\$735,417.60 in grant funding under Sutter Valley Hospitals, a California nonprofit public benefit corporation dba Sutter Roseville Medical Center to support the Police Department's Patrol Unit by adding four officers to the SRMC campus for implementing a neighborhood policing program.

CC #: 0944

File #: 0214 & 0201-01

CONTACT: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

8. COUNCIL REPORTS / PUBLIC COMMENTS

9. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 0951
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Recommend the City Council adopt the Minutes of the April 15, 2020 City Council meeting, the May 6, 2020 City Council/Housing Authority meeting, and the May 20, 2020 City Council meeting.

BACKGROUND

There is no background associated with this item. The request is to approve the minutes of previous meetings.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The approval of minutes does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

April 15, 2020 City Council Minutes

May 6, 2020 City Council/Housing Authority Minutes

May 6, 2020 City Council Minutes



MINUTES

April 15, 2020

CITY COUNCIL MEETING

6:00 p.m.

Council Chambers
311 Vernon Street
Roseville, California
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Councilmembers may teleconference pursuant to Executive Order N-29-20. Members of the public may view the meeting on Comcast channel 14, Consolidated Communications channel 73 and AT&T U-verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

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If you need a disability-related modification or accommodation to participate in this meeting, please contact Voice: 916-774-5200, TDD: 916-774-5220. Requests must be made as early as possible.

1. CALL TO ORDER

Mayor John B. Allard II called the virtual City Council meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

5. PUBLIC COMMENTS

Deputy City Manager Megan MacPherson summarized comments received at publiccomment@roseville.ca.us:

Jennifer McAdam - Expressed concern for our garbage truck drivers specifically if they have the proper face protection and riding in vehicles together, and inquired if the City was paying hazard pay for the drivers. Deputy City Manager Megan MacPherson spoke on response stating Ms. McAdam asked specifically about N-95 masks and the City is not using N-95 masks as the drivers have been provided face covering bandanas in lieu of N-95 masks. Ms. McAdam was informed in the City we currently operate one route that require a two person crew and the rest of our routes are one person operated. The City is providing hand sanitizers and sanitizing truck cabs daily and the drivers are not receiving hazard pay.

Randy Smith - Expressed concern about the lack of social distancing in our parks, particularly at a basketball court near his home, and inquired if the City would be planning on doing any enforcement of this behavior. Deputy City Manager Megan MacPherson reported the City is not actively enforcing but city staff are strongly monitoring, patrolling, and encouraging social distancing. The City has zip-tied basketball rims and nets to help discourage the behavior. All basketball courts, tennis courts, dog parks, playground equipment and picnic shelters are closed.

Taylor Gerving - Expressed frustration and concern with regard to the Adventure Club before and after school program run at Orchard Ranch Elementary School.

Ms. Gerving stated concerns with the school being over impacted as there is not enough spots for children requiring before and after school care. Ms. Gerving also expressed concerns on how the current families are chosen on the list, and who gets priority. Deputy City Manager Megan MacPherson reported staff has had the chance to communicate with her and let her and families in her area know the City recognizes the needs and desire to accommodate more children at Orchard Ranch Adventure Club and the City is currently working with and will continue to work with the school district to identify dedicated areas so the City can expand the program.

Ben Furtado - Expressed frustration and concern over barking dogs especially with the working at home situation and stay at home order and noise ordinances. Mr. Furtado wanted to know how to report this and get some help with enforcement. Deputy City Manager Megan MacPherson reported the City has a place on our Roseville's Police Department website for animal control where people can report a barking dog nuisance and he was provided the link.

Norma Gomez - Inquired if residents should wear masks when out walking on the trails or neighborhood sidewalks. Deputy City Manager Megan MacPherson let Ms. Gomez know that the Placer County Health Officer has recommended the wearing of face covers outside the home, but it is not a requirement at this point.

Jared Wood - Expressed concern over the implementation of 5G technology in schools due to health concerns.

The following public comment was made at 916-774-5353.

Lily Block - senior living at Woodcreek Senior Terrace Apartments in Roseville - Wanting to seek any information the City may have regarding Governor Newsom's April 10th press conference indicating that FEMA was going to help deliver three meals a day to seniors who were isolated in their homes. Ms. Block stated the Meals on Wheels program is overwhelmed in their capacity to deliver meals. Ms. Block stated she spoke to someone in the governor's office and they stated it was up to the city to contact FEMA so help could be provided to seniors. Ms. Block stated she was a high-risk senior with no family members who are close, so she was hoping help could be provided to the senior community in Roseville. Deputy City Manager Megan MacPherson indicated the City has contact information for Ms. Block and the City will be contacting her with some services.

5.1. City Response to COVID-19 Pandemic

CONTACT: Dominick Casey 916-774-5362 dcasey@roseville.ca.us

City Manager Dominick Casey presented an operational report regarding the city's response to the COVID-19 pandemic.

Covered topics included:

- Stay-at-Home Order - Placer County extended the stay-at-home order until May 1. City is listing closures until further notice to align with state communications
- Governor's Announcement - a six-point plan for lifting the stay-at-home order - roadmap including the ability to monitor and protect community, administer testing, conduct contact tracing, isolating and supporting those who are positive or exposed and protect those who are susceptible to the disease
- Social Distancing Protocol - anticipating it will remain key in order to serve the public and return to the workplace
- Re-Opening Plan - City is developing plans for re-opening services to public while maintaining safety of staff and public
- Essential services are in operation
- Helping our community:
 - City put \$1M to business loans - Small business stabilization program
 - 276 applications received; some incomplete
 - 111 small businesses in Roseville received loans
- Roseville Electric Residential Relief Program - short-term assistance program funded by our existing public benefits program to support residents who may be struggling financially as a result of COVID-19. Qualifying customers will receive a one-time credit per account of \$50 for a multi-family residence, and \$100 for a single family residence. In addition to a one-time

bill credit, residents can apply for the electric assistance program which provides a 15% discount on electric service for each month for two years

- Continue to Work With Community Partners:
 - City put an additional \$500,000 toward homelessness prevention and rapid rehousing. Additional funding is in addition to \$6.4 million annually the City administers in federal funding for homelessness prevention
 - Provided restrooms at Salvation Army and restroom upgrades at Gathering Inn
- Virtual Recreation - tagline of "You can't come to us, so let us come to you with virtual recreation". Site provides featured workshops for youth, adults and seniors, and provides virtual tours
- We Are Roseville - Community outreach where residents are requested to print the sign and take a photo in front of their home and post it with the hashtag #We Are Roseville
- Roseville Cares - city website offering help to non-profits by sharing information on which non-profits need help
- Roseville Volunteer Force Facebook Group - matching up people you can help and those who need assistance
- Providing Meals to Those in Need - providing assistance to restaurants to stay afloat
- Assistance from Community Partners - Restaurant Depot, Walmart, Starbucks and Bayside Church
- Regional Coordination - Placer County Health Department to follow health guidelines; participating in daily briefings of the County's Emergency Operations Center; checking in with school superintendents, Chamber, non-profits, businesses; closely communicating with our local, state, and federal offices on needs and concerns
- Looking Ahead - It will more about "moving forward" rather than "getting back to normal" because things will continue to change in many way. Everything from distancing, to social interactions, to how we work, shop, travel, and go to school
- City Developing a Recovery Plan - financial update on how we're approaching the city budget understanding the need for patience as we continue to follow directives from Placer County Health Department
- Resources for Factual Information: roseville.ca.us/covid19; placer.ca.gov/covid19; cdph.ca.gov/covid19; cdc.gov

No public comment received.

Item for information only. No official action taken.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Pauline Roccucci, seconded by Scott Alvord, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Minutes

Bids / Purchases / Services

6.1. John L. Sullivan Park Project - Award of Contract and Budget Adjustment

Memo from Park Development Analyst Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-112 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6211 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and authorize approval of change orders in an amount not to exceed 10% of the contracted amount. Staff recommends award of the base bid and all additive alternatives for a total contract award amount of \$1,164,413 to Sierra Valley Construction, Inc. This will result in a total project budget of \$1,447,000, which includes the cost of design, construction, permits, inspections, construction administration, and contingency. John L. Sullivan Park is a 4.5-acre park site located at the intersection of Solaire Drive and Summerfaire Drive in the Sierra Vista Specific Plan. Funding for the park construction is provided through the Westbrook Neighborhood Park Fund and was allocated in the FY2019-20 budget. Maintenance of the park will be funded from the Westbrook Community Facilities District No. 2 (Public Services).

CC #: 0706

File #: 0704-01 & 0201-01

CONTACT: Heather Buck 916-774-5254 hcbuck@roseville.ca.us

6.2. On-Call Landscape Construction Services - Service Agreement Amendment

Memo from Parks, Recreation & Libraries Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-113 APPROVING A SERVICE AGREEMENT AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAGWIN & DORWARD, AND AUTHORIZING THE CITY MANAGER TO

EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting an additional \$150,000 for FY2019-20 to increase the not-to-exceed amount to \$500,000 for on-call landscape construction services. This new not-to-exceed amount will also apply to annual extensions of the contract award. The agreement includes a one-year base term with the option of three additional one-year extensions. Funding is provided through Facility Rehabilitation Fund projects, the General Fund Park Operations budget, and/or Community Facilities District/Landscape & Lighting District budgets.

CC #: 0707

File #: 0704

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

6.3. Vehicle and Equipment Purchases

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to BWNVT Motors, LLC dba Serramonte Ford for one Ford Explorer utilizing RFQ 10-3254 in the amount of \$29,871; approve a purchase order to Future Ford, Inc. for one Ford F350 pickup truck utilizing RFQ 10-3256 in the amount of \$32,836; approve a purchase order to Pacific Material Handling Solutions, Inc. for one Hyundai 35LN-9A forklift utilizing RFQ 10-3258 in the amount of \$35,536. Funding for these vehicles is included in the FY2019-20 Auto Replacement budget.

CC #: 0698

File #: 0203-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

6.4. Self-Contained Breathing Apparatus Equipment - Purchase Orders

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending the City Council approve two purchase orders totaling \$790,209.32 with Municipal Emergency Services, Inc. for self-contained breathing apparatus equipment based on two competitively bid contracts. Funds are budgeted in the General Equipment Replacement fund for this purchase.

CC #: 0711

File #: 0203-12

CONTACT: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

Resolutions

6.5. Sierra Vista - Federico/ West Park Ph 1 Earl Rush Drive (Formerly known as Federico Drive) - Notice Of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-103 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA FEDERICO/WESTPARK PH 1 EARL RUSH DRIVE (FORMERLY KNOWN AS FEDERICO DR) PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND

DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0699

File #: 0400-04-12-1

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

6.6. Sierra Vista - Federico/Westpark Phase 1 Summerfaire Dr. - Notice Of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-104 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA FEDERICO/WESTPARK PH 1 SUMMERFAIRE DR PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact on the City's General Fund. Construction costs were paid by the developer.

CC #: 0700

File #: 0400-04-12-1

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

6.7. Sierra Vista - Federico/Westpark Ph 1 Westbrook Blvd and Earl Rush Drive (Formerly known as Federico Drive) - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-114 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA FEDERICO/WESTPARK PH 1 WESTBROOK BLVD & EARL RUSH DR (FORMERLY KNOWN AS FEDERICO DR) PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0708

File #: 0400-04-12-1

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

6.8. Sierra Vista Village JM-02B - Phase 2 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-099 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista Village JM-02B - Phase 2 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 95 residential lots and 1 landscape lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0690

File #: 0400-04-12-1

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

6.9. Sierra Vista Village JM-03B - Phase 2 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-100 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista Village JM-03B - Phase 2 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 44 residential lots, 1 private street lot and 1 open space lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0691

File #: 0400-04-12-1

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

6.10. Sierra Vista Village JM-20B - Phase 2 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-101 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista Village JM-20B - Phase 2 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 75 residential lots and 1 large lot for future development. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0692

File #: 0400-04-12-1

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

6.11. Youth Sports Coalition - Administrative Standards Update

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending the City Council adopt RESOLUTION NO. 20-106 APPROVING AMENDMENTS TO THE CITY COUNCIL/BOARDS AND COMMISSIONS ADMINISTRATIVE STANDARDS REGARDING THE YOUTH SPORTS COALITION. Staff requests approval of an amendment to the Supplemental Meeting Procedures in the City of Roseville City Council/Boards & Commissions Administrative Standards applicable to the Youth Sports Coalition. There is no fiscal impact associated with this request.

CC #: 0702

File #: 0103

CONTACT: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

6.12. The Lazarus Project - Amended and Restated Memorandum of Understanding and Deed of Trust

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-109 APPROVING AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING AND AN AMENDED AND RESTATED DEED OF TRUST BETWEEN THE CITY OF ROSEVILLE AND THE LAZARUS PROJECT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM, ON BEHALF OF THE CITY OF ROSEVILLE. This item is to amend and restate The Lazarus Project's Memorandum of Understanding and Deed of Trust for the property located at 339 Grove Street. This item does not impact the General Fund.

CC #: 0704

File #: 0709-05

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

6.13. United States Postal Service - Lease Amendment Extension

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-115 APPROVING A LEASE AMENDMENT EXTENSION, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES POSTAL SERVICE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The United States Postal Service's lease agreement for 330 Vernon Street is due to expire on April 30, 2020 and staff requests an amendment to the lease term to allow a 90-day extension (from May 1, 2020 to July 31, 2020). No additional changes to the lease terms are proposed. With the proposed lease extension the City will continue to collect rent based on a rate of \$121,554 per year, prorated at approximately \$10,130 per month. There is no additional fiscal impact associated

with this action and adopting the resolution will not impact the General Fund.

CC #: 0709

File #: 1006-01

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Ordinances (for introduction and adoption - appropriation/urgency measures)

6.14. Local Road Safety Plan - Budget Adjustment

Memo from Senior Engineer Jana Cervantes and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6210 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment for \$90,000 for the purpose of developing a Local Road Safety Plan for the City, with \$72,000 coming from state grant funding and \$18,000 from the Highway User Tax Fund. No General Fund resources will be used for the project.

CC #: 0696

File #: 0800-04 & 0201-01

CONTACT: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

Reports / Requests

6.15. Housing Authority Status Report - Housing Choice Voucher Program

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Laura Matteoli with a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 0686

File #: 0709-02-01

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

6.16. Amoruso Ranch Phase 1A (Large Lot) Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Amoruso Ranch Phase 1A (large lot) final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 4 public right of way lots, 7 public park lots, 21 landscape lots, 16 open space lots, 3 public utility lots, 2 public sewer lift station lots, 1 public fire station lot, 1 public school site lot and 52 large lots for future development. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0693

File #: 0400-07

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

6.17.Creekview - Phase 1 Large Lot Subdivision Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Creekview Phase 1 Large Lot Subdivision final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 19 large lots for future development, 2 public park lots, 2 public open space lots, 1 sanitary sewer lift station lot, 1 public recycling center lot and 1 water treatment/well site lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0695

File #: 0400-07

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

6.18.Parcel F-55 Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-102 AUTHORIZING THE CITY MANAGER TO EXECUTE A PARCEL MAP ON BEHALF OF THE CITY OF ROSEVILLE. Engineering staff has completed its review of the parcel map and found it to be in compliance with the approved tentative map. This map will be creating 2 parcels for future development and 2 open space parcels. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0697

File #: 0400-07

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Ceremonial Documents

6.19.Proclamation - Big Day of Giving

Proclaim May 7, 2020 as Big Day of Giving and encourage all citizens to support the work of local nonprofit organizations who help the community thrive.

CC #: 0687

File #: 0102-06

CONTACT: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

6.20.Proclamation - Parental Alienation Awareness Day

Proclaim April 25, 2020 as Parental Alienation Awareness Day to raise awareness around the issue of parental alienation.

CC #: 0688

File #: 0102-06

CONTACT: Katina Six 916-774-5267 kmsix@roseville.ca.us

6.21. Proclamation - West Nile Virus and Mosquito and Vector Control Awareness Week

Proclaim April 20 - 24, 2020 as West Nile Virus and Mosquito and Vector Control Awareness Week, increasing public awareness of the threat of diseases, and encouraging preventative action to minimize health threats within Roseville.

CC #: 0689

File #: 0102-06

CONTACT: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Clean Water State Revolving Fund Loan Agreements for the Pleasant Grove Wastewater Treatment Plant Expansion Project and Energy Recovery Project

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-110 APPROVING AN INSTALLMENT SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA STATE WATER RESOURCES CONTROL BOARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-111 APPROVING AN INSTALLMENT SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA STATE WATER RESOURCES CONTROL BOARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests City Council approval of two Installment Sale Agreements for Clean Water State Revolving Fund (CWSRF) loans from the California State Water Resources Control Board for the Pleasant Grove Wastewater Treatment Plant Expansion Project and Energy Recovery Project. The adoption of the two CWSRF Installment Sale Agreements initiates the financial commitments to repay the loans and repayment will be based on the amount of the loan used. The Debt Service Agreement between the City and SPWA will allow all CWSRF loan repayment costs incurred by the City to be fully reimbursed by the SPWA agency partners; therefore resulting in no direct fiscal impact to the City. The CWSRF interest rate of 1.3 percent is the lowest available financing option evaluated for SPWA to fund these projects. The up to \$4,000,000 loan forgiveness included in the CWSRF agreement for the Energy Recovery Project is a fiscal benefit of approving the Installment Sale Agreement for the Energy Recovery project.

CC #: 0705

File #: 0900-02-02-2

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Environmental Utilities Director Richard Plecker made the presentation to the City Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 20-110 APPROVING AN INSTALLATION SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA STATE WATER RESOURCES CONTROL BOARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE FOR THE EXPANSION PROJECT; and adopt RESOLUTION NO. 20-111 APPROVING AN INSTALLATION SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA STATE WATER RESOURCES CONTROL BOARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE FOR THE ENERGY RECOVERY PROJECT. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Financial Update

Memo from Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council receive a financial update.

CC #: 0713

File #: 0201

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

Covered topics included:

- Forecasting during fiscal uncertainty
- General Fund budget
- Other funds
- Cash and Investments/Debt
- Budget schedule

Forecasting during fiscal uncertainty:

- Stay-at-home order - how long, how economy will respond
- Sales tax deferral - state deferred sales tax reporting and tax payments which will defer city's sales tax revenue from this year to next year
- Stimulus money - federal allocation of \$417,000 of additional Community Development Block Grant money which staff is evaluating for it's best use, and funding for Roseville Transit through the Federal Transit Administration for funding alternative transportation to help off-set lost transit revenue
- FEMA reimbursement - City is in the process of applying for reimbursement for emergency equipment and expenses related to the pandemic and we're tracking all expenses related to the pandemic. FEMA and the California

Office of Emergency Services are starting to offer information about the reimbursement process but the amount of any reimbursement to the City is unknown at this time

- We're in this together - when it comes to economic and budget forecasting it helps to collaborate with other agencies and a variety of outside experts to validate the assumptions underlying the organization's financial forecast scenarios

General Fund budget:

- Tax revenues FY19/20
 - Sales tax:
 - Largest revenue source
 - The Bradley Burns sales tax rate is 1%. The City budgeted \$55.2 million in FY19/20 and prior to pandemic the City was on track to meet or beat budgeted amount
 - Measure B local sales tax is 0.5%. City budgeted \$16 million in FY19/20. Prior to pandemic the City was on track to receive close to \$19 million
 - Both amounts of sales tax have been impacted by the pandemic. The extent of the revenue loss won't be known for many months
 - Wayfair tax on internet sales were increasing but are trending downward due to COVID-19
 - Property tax:
 - Second largest revenue which is based on assessed value of property as of January 1
 - FY19/20 revenue based on January 1, 2019 assessed value
 - \$48.9 million budgeted in FY19/20
 - FY20/21 revenue based on January 1, 2020 assessed value
 - COVID-19 economic downturn may impact assessed value to property on January 1, 2021 which would affect City revenue for FY21/22
 - Transient occupancy tax:
 - Third largest General Fund tax revenue
 - Six percent tax on room rentals in hotels
 - Tax is on the guest, not the hotel
 - \$3.9 million budgeted in FY19/20
 - Significant reduction expected
- Other departmental revenues
 - Significant revenues
 - Development Services - expects to meet revenue and cost recovery projections
 - Parks, Recreation and Libraries - projecting a significant loss of revenue of approximately \$1.2 million dollars
 - Golf Courses - revenue losses of \$350,000 to \$500,000 depending on when the golf courses open
- Expenditures
 - Labor costs are largest expense in General Fund because City employees deliver services
 - Most temporary employees were laid off as a result of no work due to facility closures
 - Hiring freeze, with limited exceptions

- Pause on non-essential initiatives and projects
- Pension Costs
 - Largest employee benefit cost
 - Impact of investment returns
 - Timing of contribution calculations
 - June 30, 2020 market value of investments will impact City contributions in FY22/23
- Reserves
 - Report on amounts in emergency and stabilization accounts
- Budget Update
 - Report on budget formulation - status quo from last year
 - Dates on budget adoption

Public comment via phone:

Erica Crumbly - spoke on need to engage citizens in the budget process.

Item for information only. No official action taken.

9. APPOINTMENTS

9.1. Appointment to Planning Commission - Unscheduled Vacancy

Memo from Deputy City Clerk Katrina Six and City Clerk Sonia Orozco recommending the City Council appoint one (1) individual to the Planning Commission with a term expiring June 30, 2021 from the applications received from: Kimberly Bailey, Joshua Emerson, Tracy Librea, Renee Perez, and John Prior.

CC #: 0694

File #: 0103 & 0103-07-03

CONTACT: Katrina Six 916-774-5267 kmsix@roseville.ca.us

City Clerk Sonia Orozco made the presentation to the City Council.

No public comment received.

Motion by Krista Bernasconi, seconded by Bruce Houdesheldt, to appoint Tracy Librea to the Planning Commission with a term expiring June 30, 2021. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

10. PUBLIC HEARING

10.1. West Roseville Specific Plan Parcel F-55 Park Abandonment

Memo from Planning Manager Greg Bitter and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-105 OVERRULING ANY OBJECTIONS AND ORDERING A PORTION OF WEST ROSEVILLE SPECIFIC PLAN PARCEL F-55 TO BE ABANDONED AS A CITY PARK AND SOLD. This item completes the process of abandoning a portion of West Roseville Specific Plan (WRSP) Parcel F-55 as a City park. The park abandonment is a requirement of an executed Purchase and Sale Agreement between the City and West Roseville, LLC that will result in the City receiving ownership of WRSP Parcel W-60a and West Roseville LLC receiving ownership of a portion of WRSP Parcel F-55. There are no direct impacts to the General Fund as a result of this item.

CC #: 0701

File #: 0704 & 1001

CONTACT: Greg Bitter 916-774-5294 gbitter@roseville.co.us

Mayor John B. Allard II opened the public hearing.

Development Services Director Mike Isom made the presentation to the City Council.

Planning Manager Greg Bitter continued the presentation to the City Council.

Public Comment submitted via email:

Carol Garcia - Wrote in support of abandonment of F-55 site and in support of alternate site for the regional sports complex.

Mayor John B. Allard II closed the public hearing.

Motion by Bruce Houdesheldt, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 20-105 OVERRULING ANY OBJECTIONS AND ORDERING A PORTION OF WEST ROSEVILLE SPECIFIC PLAN PARCEL F-55 TO BE ABANDONED AS A CITY PARK AND SOLD. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Rocucci

10.2. West Roseville Specific Plan Parcels F-55 and W-60a General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement

Memo from Associate Planner Shelby Vockel and Development Services Director Mike Isom recommending the City Council consider the Addendum to the West Roseville Specific Plan Environmental Impact Report (EIR) and the Fiddymont Ranch Amendment 3 Subsequent EIR and adopt RESOLUTION NO. 20-107 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-108 AMENDING THE WEST ROSEVILLE SPECIFIC PLAN; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING

ORDINANCE NO. 6198 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The applicant requests approval of a General Plan Amendment, Specific Plan Amendment, and Rezone to change the land use and zoning designations for Parcels F-55 and W-60a in the West Roseville Specific Plan (WRSP) area. These land use changes would facilitate the exchange of a portion of City-owned Parcel F-55 for Parcel F-60a, owned by West Roseville, LLC (Westpark). As proposed, the land use designation for Parcel F-55 will be modified from Parks and Recreation (PR) to Low Density Residential (LDR), High Density Residential (HDR), and Open Space (OS), with a portion remaining as PR; and the zoning designation will be modified from PR to Small Lot Residential/Development Standards (RS/DS), Attached Housing (R3), Open Space (OS), and Parks and Recreation (PR) to accommodate a 99-unit single-family residential subdivision. The land use designation for Parcel W-60a will be modified from Light Industrial (LI) to PR, and the zoning designation will be modified from Light Industrial/Special Area (M1/SA) to PR to accommodate a regional sports park. The Specific Plan Amendment will increase the number of single-family residential units in the WRSP by 99 units, as well as increase the High Density Residential (HDR) land area by 0.49 acres. A Development Agreement by and between the City of Roseville and West Roseville, LLC relative to the Parcel F-55 property within the WRSP is requested to reflect the land use changes, as well as document vested rights and developer obligations.

CC #: 0703

File #: 0400-03 & 0400-04-09

CONTACT: Shelby Vockel 916-746-1357 svockel@roseville.ca.us

Mayor John B. Allard II opened the public hearing.

Development Services Director Mike Isom and Planning Manager Greg Bitter made the presentation to the City Council.

Public Comment submitted via email:

Marcus LoDuca - representing applicant - Wrote in support.

Nick Brooks - Wrote in support.

Bonnie Ragland - Wrote in support.

Mayor John B. Allard II closed the public hearing.

Motion by Scott Alvord, seconded by Pauline Roccucci, to approve the consideration of the Addendum to the West Roseville Specific Plan Environmental Impact Report (EIR) and the Fiddymont Ranch Amendment 3

Subsequent EIR; and adopt RESOLUTION NO. 20-107 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION 20-108 AMENDING THE WEST ROSEVILLE SPECIFIC PLAN AND LAND USE; and adopt the two findings of fact and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 6198 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt the five findings of fact and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

11. COUNCIL REPORTS / PUBLIC COMMENTS

Public Comment received by phone:

Erica Crumbly - inquired on mosquito spraying and possible disinfection potential and volunteering to serve on and board formed for economic recovery.

Placer County Air Pollution Control District - Councilmember Scott Alvord spoke regarding the district.

Greater Sacramento Economic Council - Councilmember Scott Alvord spoke regarding the council.

Mental Health and Isolation - Councilmember Scott Alvord spoke on need to continue to be available to those in isolation and the senior community.

COVID-19 Business Closures - Councilmember Scott Alvord spoke on the economic toll to the Roseville business community.

Placer County Water Agency and Site Reservoir Project - Councilmember Bruce Houdesheldt spoke on activities for both organizations.

Economic Future - Councilmember Bruce Houdesheldt spoke on economic impact and thanked Assistant City Manager/Chief Financial Officer Dennis Kauffman for effort to keep council informed.

Planning Commission Applicants - Councilmember Bruce Houdesheldt spoke on impressive list of applicants.

Congressman McClintock Tele-Meeting - Council Pauline Roccucci reported.

Tech Teams - Councilmember Pauline Roccucci spoke on program that gives at-

risk teens the opportunity of observe tech jobs firsthand.

Expressed Thanks - Vice Mayor Krista Bernasconi thanked staff for opportunity to participate in virtual meeting and thanked Mayor John Allard for taking the lead to chair the meeting.

Questions Regarding COVID-19 - Vice Mayor Krista Bernasconi reported that questions on guidelines should be directed to the Placer County Health Department website or the City of Roseville website.

Thanks to Staff - Mayor John Allard thanked staff and City Manager for updates on COVID-19 activities and information.

Happy Easter - Mayor John Allard expressed warm wishes.

12. ADJOURNMENT

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to adjourn the meeting at 8:14 p.m. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci



MINUTES

May 6, 2020

**CITY COUNCIL MEETING
HOUSING AUTHORITY MEETING**
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

Councilmembers may teleconference pursuant to Executive Order N-29-20. Members of the public may view the meeting on Comcast channel 14, Consolidated Communications channel 73 and AT&T U-verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

Dial in Phone Number: 916-774-5353
Email: citycouncil@roseville.ca.us

If you need a disability-related modification or accommodation to participate in this meeting, please contact Voice: 916-774-5200, TDD: 916-774-5220. Requests must be made as early as possible.

1. CALL TO ORDER

Mayor John B. Allard II called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

3. PLEDGE OF ALLEGIANCE

Mayor John B. Allard II led the Pledge of Allegiance.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

5. PUBLIC COMMENTS

Deputy City Manager Megan MacPherson summarized comments received at publiccomment@roseville.ca.us:

Mary Ann DePietro - Respiratory therapist - Urges the city to not mandate masks be worn in public and keep it advisory as she is concerned with people who have COPD, CHF and other respiratory and cardiac conditions who can't breathe with something covering their nose and mouth especially as the weather becomes warmer. Ms. DePietro also had a question inquiring that due to lost city revenue, are city officials confident they will not have to cut public health services, such as EMS and police.

Henny Petersen - A concerned mom of two young boys - Requests the city please open up as she is concerned with the future of children and stated that the old and vulnerable groups can shelter themselves and the young and healthy need to move on and they can social distance, wash hands and take other precautions. Stated the lockdown was supposed to be temporary and she is disappointed with Placer County and Roseville that there is still a shutdown.

Kevin Suydam - Requested no masks be required to be worn and asks when businesses can and will reopen and if data is driving the decisions about reopening.

Dan Rastler - Spoke on concerns on the future economic health of the city given the economic impacts of COVID-19. He asks that the City Manager with the City Council review the city's 2020/2021 spending plans and only authorize must have items to protect the health and safety of the city.

Jan McKinsey - Wrote in regarding dog parks and stated concerns with the city reopening the dog parks as she has received instruction from her veterinarian consistent with CDC guidelines advising dogs not to socialize with other dogs due to possible spread of the virus to animals.

Vicki Smith Becker - Shared she recently moved to Roseville and has been impressed with on how progressive the city is and how eco-friendly its been, but she is disappointed with the letter that the city sent requesting special treatment on being able to lift the restrictions put in place by Governor Newsom. The email further stated every County is feeling financial stress, but lives are more important. Ms. Becker also referenced the FlashVote survey that was referenced in the letter stating she hasn't heard of survey and she was wondering if it was only available to business owners as it was made to appear the city was messaging it for the outcome that the city wanted and only sampled for the desired results. Deputy City Manager Megan MacPherson responded the city spoke on the survey at the April 15, 2020 City Council meeting and the city has referenced the survey in city's e-newsletters and social media channels. The survey is called FlashVote and any Roseville resident or anyone who works in Roseville can sign up and participate.

MacPherson further referenced how to sign-up at FlashVote.com/rsvl.

Michelle Lewis - Expressed frustration that the lockdown is still in place and that she is impatient with it as based on the data that she's seen, and that she's devastated by it on what's happening with it as a country. Lockdown is affecting businesses, people's mental health and overall sadness.

Lina Hrdlickova - Expressed it was not appropriate to keep businesses closed. Stated there can be measures put in place to keep people safe. Wants people to be able to access dental care and be able to see their doctors in person and inquired why more testing has not been put in place.

Jana Adams - submitted following April 15 City Council meeting - thanked the City Council for an informative meeting.

Public comment received by phone call to 916-774-5353:

Carol - Roseville PTC President - Inquired if fundraising fire work stands would still be able to operate.

5.1. City Response to COVID-19 Pandemic

CONTACT: Dominick Casey 916-774-5362 dcasey@roseville.ca.us

- City Manager Dominick Casey presented an operational report regarding the city's response to the COVID-19 pandemic.

Covered topics included:

Situational Update:

- Placer County stay-at-home order deferred to the state order to limit confusion
- Monday, May 4, Governor announced modifications to the stay-at-home order to begin a limited Stage 2 re-opening on Friday, May 8
- Placer County nearly meets the Governor's six indicators for reopening, with the exception of testing, contact tracing and therapeutics
- City developed a recovery plan for city operations, which outlines services provided in each phase
- City created a COVID-19 exposure control and disease plan needed for a safe return to work

Testing Center Open at the Grounds:

- Placer County partnered with the state and Optum Serve to provide testing in Roseville (700 Event Center Boulevard) for symptomatic residents and asymptomatic first responders
- Testing by appointment only (12 per hour) Monday-Friday 7 a.m. to 7 p.m.
- Online appointments available at lhi.care/covidtesting
- Optum Serve will bill health insurance or the state, as applicable

Essential Services are in operation:

- Public Facing:

- Public safety, Electric, Water, Wastewater, Garbage Collection, Permits, Inspections, Transit, Housing, City Clerk, Park Maintenance (trash), Open Space, Economic Development
- Internal Facing:
 - Finance, IT, Human Resources, City Attorney, Fleet Maintenance, City Clerk, Communications & Legislation, Custodial/Facility Maintenance

Recovery Plan for City Operations:

- Each department prepared a plan to resume non-essential services in alignment with the state phasing plan
- Includes the equipment and supplies necessary to perform their work (sanitation, face coverings, symptom checks)
- Describes when services can be delivered remotely, with occupancy limitations and/or by appointment only for each phase
- Helps improve internal coordination and consistency

Easing Has Allowed For More Services:

- Parks Restrooms, sport courts and dog parks were re-opened on Monday, May 4
- City recovery plan outlines how we will introduce more services as the Governor eases restrictions

Introduced Flash Vote Survey:

- Survey Timeline: April 20-22
- 1,309 responses (and hundreds of comments)
- Many expressed concerns with transparency of COVID-19 facts and updates (e.g. deaths, antibody testing status, number of cases)
- Few expressed concern on eviction or rent
- Biggest concern was long-term effect on societal health (particular on economy)

Advocating for Regional Autonomy:

- April 21 Mayor makes remarks to Placer County Board of Supervisors
- April 23 City sends letter to Placer County Board of Supervisors urging autonomy for counties to start phased reopening where health data supports it
- Media coverage from Sac Bee, CBS 13
- News conference April 28 with Senator Nielsen on steps of Capitol with Mayor and Willio Aveda/Salon owner advocating flexibility with other small businesses
- Governor's remarks started to reflect city requests
- May 4 city provided guidelines/encouraged businesses to start preparing on May 4
- Roseville is currently developing a letter to the Governor supporting his approach of allowing greater autonomy and flexibility for counties where health data supports it

Helping Our Community:

- Helping business recover
- Posted information for local businesses on May 4 to prepare for reopening
- Detailed physical distancing protocol with guidance on signage, protecting employee health, preventing crowds and sanitation

- Reopening flowchart from the Centers for Disease Control and Prevention (CDC)

Helping Residents and Restaurants:

- Public-private partnership: City, Health Education Council, Placer Community Foundation, Sutter Health Foundation, Roseville Firefighters
 - May 4 - launched at Cirby School: 97 meal boxes providing 400 meals
 - May 6 - served at two affordable housing complexes; May 8 - we'll serve 240 seniors
 - Roseville Transit provides meal deliveries
 - Bayside Church provided 500 face coverings
 - Roseville restaurants can participate
 - More funding = more people served
 - FamilyMealRoseville.org
 - Release of "We are Roseville"

Coordinating Regionally:

- Coordinating regionally with County Health Department to follow health guidelines
- Participating in daily briefings of the County's Emergency Operations Center
- Checking in with school superintendents, Chamber, non-profits, and businesses
- Continuing communication with our local, state, and federal officials on needs and concerns

Looking Ahead:

- It will be more about "moving forward" than "getting back to normal" because things will continue to change in many ways
- Everything from distancing to social interactions to how we work, shop, travel, and go to school
- We will be providing an update tonight on how we're approaching the budget at this point
- Patience will be key as we prepare to re-open parts of our economy

List of Resources:

- Roseville.ca.us/covid19
- Placer.ca.gov/covid19
- California Department of Public Health cdph.ca.gov/covid19
- Centers for Disease Control cdc.gov

No public comment received.

Item for information only. No official action taken.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to remove Items 6.17 and 6.33 from the Consent Calendar for separate discussion and action and

approve the remaining items on the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Bids / Purchases / Services

6.1. Vehicle and Equipment Purchases, Budget Adjustment, and Out-of-State Travel Request

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-118 APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE AND DOBBS HEAVY DUTY HOLDINGS, LLC DBA WESTERN TRUCK CENTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-119 APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE AND DOBBS HEAVY DUTY HOLDINGS, LLC DBA WESTERN TRUCK CENTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6213 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a purchase order to Dobbs Heavy Duty Holdings LLC dba Western Truck Center for four Autocar diesel trucks with Bridgeport side loading bodies utilizing RFQ 10-3255 in the amount of \$1,300,217; approval of a purchase order to Dobbs Heavy Duty Holdings LLC dba Western Truck Center for one Autocar Compressed Natural Gas truck with a Bridgeport side loading body utilizing RFQ 10-3257 in the amount of \$365,600; approval of a purchase order to Pacific Material Handling Solutions, Inc. for one Hyundai 80D-9 forklift utilizing RFQ 10-3259 in the amount of \$96,663; approval of a purchase order to Crafc0, Inc. for one trailer mounted sealant melter utilizing Sourcewell contract# 052417-CFC in the amount of \$56,979; and adoption of an ordinance amending the FY2019-20 Auto Replacement budget by \$57,640 from the Auto Replacement Fund for the purchase of the trailer mounted sealant melter. Funding for the remaining vehicles is already included in the FY2019-20 Auto Replacement budget. Staff also requests Council approval for out-of-state travel for Fleet Services and Waste Services staff members to attend a final factory inspection for the Autocar trucks with side loading bodies being built by Bridgeport in Breckenridge, Texas. The estimated schedule for the final inspections is January 2021. Costs related to travel including air fare, lodging and meals are covered by Bridgeport Manufacturing as part of the original purchase price.

CC #: 0723

File #: 0203-01 & 0201-01 & 0600-02

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

6.2. Aquifer Storage and Recovery – Monitoring Wells Project – Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Senior Engineer Jason Marks and Environmental Utilities Director Richard Plecker recommending the City Council approve the plans and specifications and authorize staff to advertise for bids for the Aquifer Storage and Recovery - Monitoring Wells project to drill up to eight (8) groundwater monitoring wells. The cost of construction is estimated at \$1,200,000. Funding is provided by the Water Construction fund.

CC #: 0714

File #: 0900-02

CONTACT: Jason T. Marks 916-342-9573 jtmarks@roseville.ca.us

6.3. Utility Tree Trimming Services – Contract Purchase Agreement

Memo from Electric Operations Supervisor Jeff Beaubier and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-165 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST COAST ARBORISTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000262). This item requests Council approve a contract purchase agreement with West Coast Arborists, Inc. to perform utility tree trimming services for three years, with an option to renew for two additional one-year periods. The cost of the initial agreement will not exceed \$4,299,750 over the three-year period, with up to an additional \$3,142,125 total for the two optional one-year renewals. Funding for the first year of the agreement is \$1,378,125 and will be included in the proposed Electric Department FY2020-21 budget. All future year funding shall be contingent upon budget approval each year.

CC #: 0751

File #: 0800-03

CONTACT: Jeff Beaubier 916-774-5611 jbeaubier@roseville.ca.us

6.4. Compressed Natural Gas Fueling Station Upgrade Phase 1 – Contract Purchase Agreement and Budget Adjustment

Memo from Senior Engineer Janice Gainey and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. NO. 20-129 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND EFS WEST, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000274); and adopt ORDINANCE NO. 6215 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approve a contract purchase agreement with EFS West in the amount of \$225,665 for the Compressed Natural Gas Fueling Station Upgrade project - Phase 1, and approve a budget adjustment transferring \$288,232 from the Waste Services Annual Rehabilitation budget in the Waste Services Rehabilitation Fund to a new capital improvement project in the same fund.

CC #: 0740

File #: 0900-03 & 0201-01

CONTACT: Janice R. Gainey 916-774-5535 jrgainey@roseville.ca.us

6.5. VHF Communication Maintenance - Sole Source Contract Purchase Agreement

Memo from Fire Chief Rick Bartee and Assistant Fire Chief Brian Diemer recommending the City Council adopt RESOLUTION NO. 20-120 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SILKE COMMUNICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000225). Staff recommends approval of a sole source contract purchase agreement with Silke Communications ending June 30, 2020, for the total cost of services in the amount of \$100,000 during FY2019-20. The total costs are related to repairs, modifications, integration and specialized equipment required for the maintenance of the VHF enterprise-wide interoperable radio system. The \$100,000 contract purchase agreement will be funded by \$50,600 in the existing Fire Department operating budget, with additional funding coming from the General Fund Contingency budget.

CC #: 0724

File #: 0203-05

CONTACT: Greg James 916-774-5806 gjames@roseville.ca.us

6.6. Personal Protective Equipment - Purchase Order

Memo from Fire Chief Rick Bartee and Assistant Fire Chief Brian Diemer recommending the City Council approve the purchase of personal protective equipment from Lion Corporation, through the use of the Master Price Agreement as a qualified government member (M-5690891) of National Purchasing Partners under Oregon Chapter 190 (Contract #PS16008). The total purchase for FY2019-20 will not exceed \$75,000 which is included as part of the Fire Department's approved annual budget.

CC #: 0735

File #: 0203-12

CONTACT: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

6.7. Power Plant Control System Hardware - Purchase Order

Memo from Senior Power Plant Engineer Nathan Ribordy and Electric Utility Director Michelle Bertolino recommending the City Council approve a purchase order with Emerson Process Management for the procurement of control system hardware for use at the Roseville Energy Park. This sole source procurement shall not exceed \$270,000. Funding is included in the Electric Department's FY2019-20 budget.

CC #: 0721

File #: 0203-07

CONTACT: Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

6.8. Utility Tree Trimming – Service Agreement Amendment

Memo from Electric Operations Supervisor Jeff Beaubier and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-127 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND UTILITY TREE SERVICE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2003015). Staff recommends approval of Amendment No. 1 to Service Agreement S2003015 with Utility Tree Service, LLC to continue providing high voltage line tree trimming services on an as-needed basis. This amendment increases agreement funding by \$170,000 bringing the total annual amount from \$546,976.34 to \$716,976.34. The increase in cost is due to a new state law that increased wages for tree trimmers. Funding is available in the FY2019-20 Electric Department budget.

CC #: 0738

File #: 0203-07

CONTACT: Jeff Beaubier 916-774-5611 jbeaubier@roseville.ca.us

6.9. Industrial and Fiddymont Substation Civil Construction - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Senior Power Engineer Chris Porter and Electric Utility Director Michelle Bertolino recommending the City Council approve the plans and specifications of the Industrial and Fiddymont Substation Civil Construction project and authorize staff to call for bids. The construction work at Industrial Substation is required for the replacement of the existing switchgear that has reached its end of life. Replacement of this equipment is necessary to maintain system reliability. The construction work at Fiddymont Substation is necessary to support the installation of a new 230/60kV transformer. The cost of the project is estimated at \$400,000. Funds are available in the Electric Department FY2019-20 budget.

CC #: 0734

File #: 0900-03

CONTACT: Chris Porter 916-774-5615 cporter@roseville.ca.us

6.10. Citywide Phone System Support - Contract Purchase Agreement

Memo from Acting Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 20-116 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ALTURA COMMUNICATION SOLUTIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000263). This item requests approval of a contract purchase agreement with Altura Communication Solutions, LLC for the citywide phone system. The support renewal cost of \$97,186.68 is accounted for in the FY2019-20 Information Technology's Internal Service Fund budget.

CC #: 0715

File #: 0203-05

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

6.11. Nimble Storage Support - Purchase Order

Memo from Acting Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council renew support for Nimble Storage which is the City's primary method of storing digital files onsite for all departments. This contract will provide support through August 2024. The support renewal cost of \$55,973 is accounted for in the Information Technology's FY2019-20 Internal Service Fund budget.

CC #: 0720

File #: 0203-06

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

6.12. Cisco Smartnet Network Support - Purchase Order

Memo from Acting IT Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council approve a purchase order to ConvergeOne for the Citywide Cisco Smartnet network product support. The support renewal costs \$35,117.10 and is accounted for in the FY2019-20 Information Technology's Internal Service Fund budget.

CC #: 0725

File #: 0203-06

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

6.13. Taser Equipment - Sole Source Purchase Order

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending the City Council authorize the issuance of a sole source purchase order to ProForce for the purchase of replacement taser equipment for a total amount not to exceed \$130,000. A budget adjustment was approved by Council on January 15, 2020, which appropriated \$100,000 in the Citizen's Option for Public Safety Fund for taser equipment replacement. The additional \$30,000 was approved in the Police Department's FY2019-20 budget. There will be no net impact to the General Fund.

CC #: 0719

File #: 0203-12

CONTACT: Shelly Bracco 916-774-5018 sbracco@roseville.ca.us

6.14. Pool System Repair Parts and Service - Service Agreement Amendment

Memo from Parks, Recreation and Libraries Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-126 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND KNORR SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2003051). The requested amendment increases spending authority to \$40,000 to provide repair service and

replacement parts for the City's pool and splash pad systems. The current annual cost of the contract is not to exceed \$23,338. Funding is approved in the Parks, Recreation & Libraries Department's FY2019-20 General Fund budget.

CC #: 0736

File #: 0203-10

CONTACT: Brian Castelluccio 916-223-4310 bcastelluccio@roseville.ca.us

Resolutions

6.15. On-Call Qualified Stormwater Pollution Prevention Plan Developer and Practitioner Services - Professional Services Agreement Amendment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-135 APPROVING A SECOND AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT, BETWEEN THE CITY OF ROSEVILLE AND HYDROCOMPLIANCE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. HydroCompliance provides on-call qualified stormwater pollution prevention plan (SWPPP) developer and qualified SWPPP practitioner services for the Parks, Recreation & Libraries Department. The second amendment will extend the agreement for the second and final one-year renewal and increase the service agreement annual authorization by \$10,000, bringing the total annual amount to \$60,000 and the contract total to \$160,000 for the three-year contract period. Work performed under this service agreement will utilize capital improvement project budgets.

CC #: 0745

File #: 0704

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

6.16. Richard and Pauline Roccucci Park Project - Notice of Completion

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-117 ACCEPTING THE PUBLIC WORK KNOWN AS THE RICHARD AND PAULINE ROCCUCCI PARK PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION & LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Richard and Pauline Roccucci Park Project (formerly parksite W-51) and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. This 4.7-acre park site is located on Symphony Avenue at Chorus Avenue in the West Roseville Specific Plan. The project included a children's play area, shaded picnic area, adult fitness equipment, multi-use turf, perimeter walkway that connects to the existing bike trail, basketball half court, two pickleball courts, a zip line swing, landscaping and irrigation. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of

Completion. The project was funded with monies from the West Roseville Citywide Park Fund. Funding for maintenance will be through the Westpark Community Facilities District No. 2 (Public Services). There is no impact to the General Fund.

CC #: 0722

File #: 0704-01

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

6.17. City of Roseville Financial Policies for Fiscal Year 2020-21

Memo from Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-121 ADOPTING THE CITY OF ROSEVILLE FINANCIAL POLICIES, EFFECTIVE JULY 1, 2020. The financial policies recommended for adoption include the Investment Policy, the Debt Management Policy, the Budget Development Policy, the General Fund Reserves Policy, the Capital Improvement Program Rehabilitation Funding Policy, the Pension Funding Policy, the Other Post-Employment Benefits Funding Policy, the Workers' Compensation and General Liability Funding Policy, the Interfund Loans Policy, and the Requests for Proposals Policy. Approval of the policies has no fiscal impact.

CC #: 0726

File #: 0200

CONTACT: Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Item 6.17 removed by Lori Benitiz for clarification.

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

Deputy City Manager Megan MacPherson summarized comment received:

Lori Benitiz - thanked Assistant City Manager/Chief Financial Officer Dennis Kauffman and the City Council.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 20-121 ADOPTING THE CITY OF ROSEVILLE FINANCIAL POLICIES, EFFECTIVE JULY 1, 2020. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

6.18. 2020/2021 Landscaping and Lighting District Assessments – Initiate Proceedings, Intent to Levy, Approval of Engineer's Reports

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-141 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE HISTORIC DISTRICT

LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 20-142 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt 20-143 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-144 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 20-145 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-146 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-147 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ENGINEER'S LEVY OF ASSESSMENTS FOR THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 20-148 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-149 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ANNUAL LEVY REPORT FOR THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-150 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ENGINEER'S LEVY OF ASSESSMENTS FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 20-151 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-152 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE

ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-153 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 20-154 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-155 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S LEVY REPORT FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-156 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 20-157 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-158 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-159 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 20-160 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-161 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-162 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION

NO. 20-163 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-164 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021. The City currently has eight active Landscaping and Lighting Districts (LLDs). These districts were formed within the City to levy and collect assessments for maintenance of public improvements pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (the Act), and Article XIID of the California Constitution. All charges are needed to fully fund landscape services in each LLD. There is no impact to the General Fund.

CC #: 0750

File #: 0206-08-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

6.19. Utility Billing System - Software License Agreement Amendment

Memo from Billing Services Manager Andrea Blomquist and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-139 APPROVING A FIRST AMENDMENT TO SOFTWARE LICENSE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND N. HARRIS CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City currently contracts with N. Harris Computer Corporation for Cayenta, a customer information system used for utility billing. As part of the City's standard operating procedures, Utility Billing staff are executing additional system tools from Cayenta to enhance customer service to both internal and external customers. The annual licensing fees for these tools equal \$9,250. This cost is included in the approved FY2019-20 Finance/Utility Billing operating budgets.

CC #: 0747

File #: 0200

CONTACT: Andrea Blomquist 916-774-5317 ablomquist@roseville.ca.us

6.20. Main Gas Supplier Agreement - Transaction Confirmation

Memo from Electric Risk and Compliance Officer Petra Wallace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-130 AUTHORIZING THE CITY MANAGER TO EXECUTE A TRANSACTION CONFIRMATION WITH SHELL ENERGY NORTH AMERICA (US), L.P., ON BEHALF OF THE CITY OF ROSEVILLE. This item is a 5-year Main Gas Supplier Agreement with Shell Energy North America L.P. The agreement sets out the terms and conditions for Shell to provide natural gas balancing services for the electric utility's power plant operations. Transactions under this agreement will be executed pursuant to Roseville's Energy Trading

Authority Policy. The fees associated with the services are estimated at \$30,000 per year and are included in the annual budget for the Electric Department.

CC #: 0742

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

6.21. Clean Fuel Reward Program - Electric Distribution Utility Joinder to the Clean Fuel Reward Governance Agreement

Memo from Energy Services Account Representative Rachel Radell-Harris and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-128 APPROVING AN ELECTRIC DISTRIBUTION UTILITY JOINDER TO THE CLEAN FUEL REWARD GOVERNANCE AGREEMENT, BY AND BETWEEN PACIFIC GAS & ELECTRIC, SAN DIEGO GAS & ELECTRIC COMPANY, SOUTHERN CALIFORNIA EDISON COMPANY, LOS ANGELES DEPARTMENT OF WATER & POWER AND SACRAMENTO MUNICIPAL UTILITY DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the Electric Distribution Utility Joinder to the Clean Fuel Reward Governance Agreement. This agreement allows Roseville Electric Utility to continue to participate in the California Air Resources Board Low Carbon Fuel Standard (LCFS) program and generate proceeds to support electric vehicle programs in the community. The utility's initial cost is \$136,614 and is due by January 31, 2021. Following the initial cost, the utility will annually transfer 20% of certain LCFS proceeds to the Clean Fuel Reward program through 2022, and 25% beginning in 2023. Funding for this agreement is available from the LCFS program proceeds and will be included in the utility's proposed FY2020-21 budget.

CC #: 0739

File #: 0800-03

CONTACT: Rachel Radell-Harris 916-774-5627 raradell-harris@roseville.ca.us

6.22. Water Capacity Partnership Exploration - Memorandum of Understanding

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-131 APPROVING A MEMORANDUM OF UNDERSTANDING FOR EXPLORATION INTO A WATER CAPACITY PARTNERSHIP, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a Memorandum of Understanding (MOU) with the Placer County Water Agency (PCWA) for exploration of shared water conveyance infrastructure alternatives for additional water supply reliability. Under the proposed MOU, PCWA and the City would share in costs of up to \$100,000 (\$50,000 for the City, \$50,000 for PCWA) to explore potential shared water conveyance infrastructure alternatives. The City's \$50,000 is budgeted in the FY2019-20 Water Administration budget, funded within the Water Operations fund, which receives revenue through water utility service sales.

CC #: 0743

File #: 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

6.23. On-Call Resident Engineering and Inspection Services - Professional Services Agreements Amendments

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-136 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HANNA ENGINEERING, INC. DBA THE HANNA GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-137 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HDR CONSTRUCTION CONTROL CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-138 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval of the requested agreement amendments as well as the remaining one-year extension without further Council approval. The amendments extend the contracts one year and increase the contract compensation not-to-exceed amount for each amendment by \$1,000,000. These contracts will be funded through various approved Capital Improvement Program project budgets. No General Fund resources will be used. These contract services allow City staff to complete more projects without hiring additional permanent City employees.

CC #: 0746

File #: 0800-04

CONTACT: Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

6.24. On-Call Material Testing Services - Professional Services Agreements Amendments

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-132 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BLACKBURN CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-133 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HOLDREGE & KULL, CONSULTING ENGINEERS AND GEOLOGISTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-134 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY

OF ROSEVILLE AND TWINING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approval to execute these amendments, as well as the remaining one-year extension at a later date without Council approval. The amendment extends the contract by one year and increases the contract compensation not-to-exceed fee for each amendment by \$300,000. These contracts will be funded through various Capital Improvement Project budgets. No General Fund resources will be used. These contract services allow existing City staff to complete more projects without hiring additional permanent City employees.

CC #: 0744

File #: 0800-02

CONTACT: Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

6.25. Resolution Declaring Weeds and Rubbish a Public Nuisance - Setting a Public Hearing Date

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 20-125 OF THE COUNCIL OF THE CITY OF ROSEVILLE DECLARING ALL WEEDS, DIRT, RUBBISH OR RANK GROWTHS WITHIN THE CITY OF ROSEVILLE TO BE A PUBLIC NUISANCE; ORDERING THE FIRE CHIEF TO GIVE NOTICE OF THE PASSAGE OF THIS RESOLUTION; AND SETTING A TIME AND PLACE FOR HEARING ANY OBJECTIONS TO THE PROPOSED DESTRUCTION OR REMOVAL OF SUCH WEEDS, DIRT, RUBBISH, OR RANK GROWTHS. To initiate the 2020 Weed Abatement Program, staff recommends approval of a resolution declaring weeds, rubbish, dirt, and/or rank growth within the City to be a public nuisance, as well as ordering the Fire Chief to give notice of the passage and setting a time and place for the required public hearing. The public hearing will be scheduled for the City Council meeting on Wednesday, June 3, 2020.

CC #: 0731

File #: 0320-01

CONTACT: Jason Rizzi 916-774-5802 jrizz@roseville.ca.us

6.26. Diamond Creek North Roseville Specific Plan DC 30 & 33 Improvement Plan - Notice of Completion

Memo from Construction Inspector Darin Crockett and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-122 ACCEPTING THE PUBLIC WORK KNOWN AS Diamond Creek North Roseville Specific Plan DC 30 & 33 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by

the developer.

CC #: 0727

File #: 0400-04-07-1

CONTACT: Darin Crockett 916-746-1324 dcrockett@roseville.ca.us

6.27. Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project - Notice of Completion

Memo from Process Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-124 ACCEPTING THE PUBLIC WORK KNOWN AS THE DRY CREEK WASTEWATER TREATMENT PLANT COGENERATION AND NITRATE REDUCTION IMPROVEMENTS PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This items requests that Council accept the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements project as complete and authorize the Environmental Utilities Director to execute the Notice of Completion. The original contract amount was \$18,420,300. The total change order amount was \$645,603. The total contract amount of \$19,065,903 was paid from the Dry Creek Wastewater Treatment Plant cogeneration and Nitrate Reduction Improvements project budget.

CC #: 0729

File #: 0900-02-02-1

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Ordinances (for introduction and adoption - appropriation/urgency measures)

6.28. Downtown Water Mains Replacement Project – Hillcrest Neighborhood - Professional Design Services Agreement and Budget Adjustment

Memo from Senior Engineer Janice Gainey and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-123 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DOMENICHELLI & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6214 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval and award of a professional design services agreement with Domenichelli & Associates, Inc. (D&A) to provide design and engineering services during construction for the Downtown Water Mains Replacement project in the Hillcrest Neighborhood. The total contract value of the agreement with D&A is not to exceed \$377,084. Staff also recommends approval of a budget adjustment to transfer funding within the Water Rehabilitation Fund from an operating budget to a newly established capital improvement project with no net impact to the fund's available resources.

CC #: 0728

File #: 0900-02 & 0201-01

CONTACT: Janice R. Gainey 916-774-5535 jrgainey@roseville.ca.us

6.29. West Side Tanks and Pump Station Project - Design-Assist Construction Agreement and Budget Adjustment

Memo from Senior Engineer Janice Gainey and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-140 APPROVING AN AGREEMENT FOR THE DESIGN-ASSIST AND CONSTRUCTION OF THE WEST SIDE TANKS AND PUMP STATION PROJECT, BY AND BETWEEN AUBURN CONSTRUCTORS, LLC AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6219 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a design-assist and construction agreement with Auburn Constructors, LLC for the West Side Tanks and Pump Station project in the amount of \$23,481,300, authorization for the Environmental Utilities Director or his designee to approve and pay for contract change orders for the project that could increase the contract amount by no more than 10% or \$2,348,130, and approval of a budget adjustment of \$4,284,886 from available resources in the Water Construction Fund to fully fund this contract, its contingency, and related project staff time.

CC #: 0748

File #: 0900-02

CONTACT: Janice R. Gainey 916-774-5535 jrgainey@roseville.ca.us

6.30. Homeland Security Grant - Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending the City Council adopt ORDINANCE NO. 6212 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Police Department has been awarded \$8,600 from the FY19 Homeland Security Grant Program via the Placer County Office of Emergency Services division. The recommended budget adjustment will cover the purchase of gas masks and filters. The City will be reimbursed by Placer County Office of Emergency Services upon completion of the purchase. There will be no net impact on the General Fund.

CC #: 0717

File #: 0201-01

CONTACT: Shelly Bracco 916-774-5018 sbracco@roseville.ca.us

6.31. Urgency Ordinance To Extend Certain Land Use Entitlements

Memo from Senior Planner Derek Ogden and Development Services Director Mike Isom recommending the City Council adopt ORDINANCE NO. 6220 OF THE COUNCIL OF THE CITY OF ROSEVILLE GRANTING A ONE YEAR EXTENSION TO CERTAIN LAND USE ENTITLEMENTS AND DECLARING THIS ORDINANCE TO BE EFFECTIVE MAY 6, 2020 AS AN URGENCY ORDINANCE. Staff is recommending that the City Council approve an ordinance to extend all approved but unexpired Zoning Ordinance-related entitlements and Buildings and Construction Ordinance-related grading plans for one additional year. An economic benefit is likely to occur by extending the time development projects have to construct; however, the fiscal impact cannot be quantified.

CC #: 0749

File #: 0800-06

CONTACT: Derek Ogden 916-746-1347 dogden@roseville.ca.us

6.32. Implementation of Recommended Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6216 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6192, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "J" TO BE EFFECTIVE MAY 9, 2020, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6217 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6182, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "F" TO BE EFFECTIVE MAY 9, 2020, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6218 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6181, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE FIREFIGHTERS, LOCAL 1592, AS AMENDED BY APPENDIX "E", TO BE EFFECTIVE MAY 9, 2020 AS AN URGENCY MEASURE. Staff is recommending Council approve the citywide position allocation schedule reflecting the reclassification of four positions. Staff is also requesting the addition of Police Social Services Practitioner and Senior Utility Billing Analyst and the deletion of Police Social Services Administrator on the Management salary schedules. Also, staff recommends deletion of the Fire Inspector I/II safety classification from the Roseville Firefighters' salary schedules. In addition, staff is requesting to add Organics Truck Driver to the Local 39 salary schedules. The total impact for FY2019-20 General Fund is a savings of \$14,513. The impact of \$13,616 to the utility funds and the Facility Services Fund was already included in the FY2019-20 budget or will be covered by salary savings.

CC #: 0741

File #: 0600-01

CONTACT: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Ordinances (for second reading and adoption)

6.33. Second Reading - West Roseville Specific Plan F-55 and W-60a - Rezone and Development Agreement

ORDINANCE NO. 6221 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6222 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE 6198 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 0752

File #: 0400-04-09

CONTACT: Shelby Vockel 916-746-1357 svockel@roseville.ca.us

Item 6.33 removed by Mike Garabedian for clarification.

Development Services Director Mike Isom made the presentation to the City Council.

Mike Garabedian - Inquired on finding a copy of the development agreement.

No additional public comment received.

Motion by Pauline Roccucci, seconded by Bruce Houdesheldt, to adopt ORDINANCE NO. 6221 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE and ORDINANCE 6222 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 6198 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Reports / Requests

6.34. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending the City Council approve the minutes of the January 8, 2020 City Council meeting, January 15, 2020 City Council meeting, February 5, 2020 City Council meeting, February 19, 2020 City Council and Roseville Natural Gas Financing Authority meeting, March 4, 2020 City Council meeting, March 4, 2020 Special Closed Session meeting, March 17, 2020

Emergency City Council meeting, March 18, 2020 City Council meeting, Special Closed Session meeting (Cancelled), and the April 1, 2020 City Council meeting.

CC #: 0712

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

6.35. Fiscal Year 2019-20 Second Quarter Report

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman with an informational report that includes financial data for the first two quarters of FY2019-20 for the General Fund, the enterprise operating funds, and revenues in selected other funds. This item is a financial update only and has no fiscal impact.

CC #: 0732

File #: 0200

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

6.36. Community Needs Assessment

Memo from Economic Development Manager Troy Holt and Economic Development Director Laura Matteoli with an informational report on the findings and recommendations of a community needs assessment for the purpose of guiding the use of Citizens' Benefit Fund resources and Roseville Employees Annual Charitable Hearts funds, and a request for direction for the Grants Advisory Commission to develop an implementation strategy.

CC #: 0716

File #: 0110 & 0103-334-02 & 0216-01 & 0216-02

CONTACT: Troy Holt 916-746-1173 tgholt@roseville.ca.us

END OF CONSENT CALENDAR

7. SPECIAL REQUESTS/REPORTS/PRESENTATION

7.1. Financial Update

Assistant City Manager/Chief Financial Officer Dennis Kauffman with a financial update.

CC #: 0730

File #: 0200

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

Purpose of the Presentation:

- Sales tax revenue distribution
- Updated information
- CalPERS Update
- Other Post Employment Benefits (OPEB) Update
- Proposed FY 2020-21 Budget
 - Context
 - Preview
- Budget Schedule

Sales Tax Revenue Distribution

- Sales tax payment received last week
- Quarter 1 - January to March 2020
 - 1st estimated advance - March 25
 - 2nd estimated advance - April 25
 - Final clean-up payment - May 25
- Quarter 2 - April to June 2020
 - 1st estimated advance - June 25
 - 2nd estimated advance - July 25
 - Final clean-up payment - August 25

Updated Information:

- Transient occupancy tax payments
- Hotel assessment payments
- Utility customer payments
- Federal stimulus

CalPERS Update:

- Pensions
 - City is legally obligated to pay pension benefits
 - Law prohibits retroactive reductions
 - Series of court rulings known as "California Rule" means the pension offered at hire becomes a vested right, protected by constitutional contract law
 - Can only be cut if offset by a comparable new benefit, erasing any savings
 - City is following pending court cases
 - Largest employee benefit cost
 - Impact of investment returns
 - 7% actuarial assumption for investment return
 - 0% in FY 2019-20 would increase contributions over five years by \$6.2 million
 - -5% in FY 2019-20 would increase contributions over five years by \$10.7 million
 - Timing of contribution calculations - June 30, 2020 market value of investments will impact City contributions in FY 2022-23
- Actions Taken by CalPERS
 - New formulas were implemented for all new employees hired on or after January 1, 2013 (PEPRA) - Public Safety Employees - 2.7% @ 57 Miscellaneous Employees - 2.0% @ 62
 - Introduced a smoothing plan to gradually increase employer contributions to fully fund the unfunded liability in 30 years - reduces

impact of sudden rate increase

- Changed the amortization schedule that will pay off new losses from 30 years to 20 years

- Summary

- Like most cities, retirement costs are one of the largest expenses
- Pension payments are a legal obligation and benefits cannot be reduced under current law
- Roseville and its employees have been proactive in addressing pension costs
- Reductions offered by CalPERS have been implemented
- Employees contribute full share of their cost per CalPERS rules
- Implementation of new PEPR classification is improving cost structure as Classic employees retire
- Roseville will continue to take an active role in legislation to address changes in the cost structure
- Council adopted a pension fund policy and identified reducing the City's pension liability as a goal in its strategic plan
- Additional contributions would reduce the unfunded liability and future pension costs

OPEB Trust Fund:

- Other Post Employment Benefits
- In the case of Roseville, it is the contribution of funds to pay for health insurance after retirement
- Roseville has been very proactive in addressing this long-term obligation
- The benefit was eliminated in early 2014 for new employees
- A trust fund was created at that time to pay for the obligation in future years
- Citywide Status of Trust Fund provided

Proposed Budget:

- Status quo or baseline expenditure budget
- Includes known operational expenses - increases for CalPERS cost and increases for services/supplies to maintain services
- Includes only critical augmentations, including a school resource officer for new high school and a new police dispatcher position
- Most department budget augmentation requests are deferred until October when staff will return to Council to revisit the FY 2020-21 budget with updated information
- Major tax revenues estimated before the pandemic have been reviewed
- Budget Schedule
 - Financial Update, including long-term liabilities (CalPERS/OPEB)
 - Delay user and regulatory fee changes
 - Financial policies: 2nd quarter budget report
 - May 20 - proposed budget released to Council; proposed CIP budget presentation and utilities presentations
 - June 1-2 - Budget hearing
 - June 17 - Budget adoption
 - October - Revisit FY 2020-21 adopted budget

Declined to state name - How will the city fund shortfalls - shared objection to any raise in taxes.

Item for information only. No official action taken.

7.2. User and Regulatory Fee Update Delay

Memo from Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council delay approval of the updated User and Regulatory Fee booklet, which includes rate changes that would have been effective as of July 1, 2020, until further notice, given the state of the economy due to the COVID-19 pandemic. Assuming normal service and activity levels, the fee changes being delayed would generate approximately \$438,000 per year across all City funds and departments.

CC #: 0737

File #: 0215

CONTACT: Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

Fees:

- An amount charged for a government activity performed at the request of, or specifically for, a particular individual, business or group
- As opposed to a service performed for the community as a whole

Fee Examples:

- Planning fees
- Land development engineering fees
- Encroachment permit fees
- Building plan check and permitting fees
- Utility fees for non-rate-related services
- Police fees
- Fire fees
- Recreation fees
- Facility rental fees
- Special event fees
- Administrative fees

Legislative Guidance Regarding Fees:

- Cost of service guidance: Costs allocated to payor should bear a fair or reasonable relationship to the payor's burdens on or benefits received from the governmental activity
- Cost recovery guidance: Fees should not exceed the reasonable cost of providing the service for which the fee is charged

2020 Update:

- Fee schedules are reviewed and updated annually as a part of standard City operations
- No new development fees are proposed

- No new fees are proposed for commercial enterprises
- In light of the current pandemic associated with COVID-19, it is important to note the study does not attempt to forecast aggregate decreases in total costs recovered as a result of "shelter-in-place" orders and associated economic slowdown
- 97% of fees are proposed to remain unchanged or adjusted by 5% or less
- Fiscal Impact of Recommendations:
 - FY 2020-21 = \$438,000
 - Majority of fees and billing rates are proposed to increase by 5%
 - Based on historical project and application volume
 - Increased revenues are not intended to fund new services. They are intended to offset the costs of providing existing services
 - Fee adjustments are simply intended to avoid degradation of existing cost recovery levels

Jeff Short - North State BIA - Thanked staff and spoke in support.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to approve the deferral of the updated User and Regulatory Fee booklet, which includes rate changes that would have been effective as of July 1, 2020, until further notice given the state of the economy due to the COVID-19 pandemic. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

8. PUBLIC HEARING

8.1. Housing Authority 5-Year Plan FY2020-21

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Laura Matteoli recommending the City Council adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 1-20 AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT THE ROSEVILLE HOUSING AUTHORITY 5 YEAR PLAN AND ANNUAL PLAN FOR FISCAL YEAR 2020-21 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ALONG WITH THE REQUIRED CERTIFICATIONS, DISCLOSURES AND RELATED DOCUMENTS. Roseville Housing Authority must receive City Council's approval of the Housing Authority's 5-Year Plan for FY2020-21 prior to submitting the report to U.S. Department of Housing and Urban Development. The Housing Authority 5-Year Plan will not have any fiscal impact to the General Fund.

CC #: 0718

File #: 0709

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Mayor John B. Allard II opened the public hearing.

Housing Manager Trisha Isom made the presentation to the City Council.

Roseville Housing Authority 5-Year Plan:

- The plan reflects the current and future goals of the Roseville Housing Authority which include:
 - Continue to expand the housing supply
 - Improve the quality of assisted housing
 - Increase assisted housing choices
 - Affirmatively further Fair Housing
 - Collaborate with neighboring authorities to optimize administration of the HCV Program
 - 45-day comment period required by HUD
 - Resident Advisory Board was able to review the Plan and have not provided any comments

No public comment received.

Mayor John B. Allard II closed the public hearing.

Motion by Scott Alvord, seconded by Pauline Roccucci, to adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 1-20 AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT THE ROSEVILLE HOUSING AUTHORITY 5 YEAR PLAN AND ANNUAL PLAN FOR FISCAL YEAR 2020-21 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ALONG WITH THE REQUIRED CERTIFICATIONS, DISCLOSURES AND RELATED DOCUMENTS. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

9. COUNCIL REPORTS / PUBLIC COMMENTS

Public comment received via email:

Steve Vilter - Advocated for a slow re-opening and in support of an universal mask mandate.

Roseville Area Chamber of Commerce - Councilmember Scott Alvord spoke on virtual meeting.

Roseville Volunteer Force - Councilmember Scott Alvord thanked the many volunteers and spoke on distributing over 5,000 masks.

COVID-19 Impacts - Councilmember Scott Alvord spoke on importance of being responsible leaders during this unprecedented virus.

May Mental Health Awareness Month - Councilmember Bruce Houdesheldt spoke on importance of helping residents who may be experiencing mental health issues due to economic factors and dealing with the pandemic.

Moving Forward with Kindness and Gratitude - Councilmember Pauline Roccucci spoke on moving forward with guarded optimism in a safe environment.

Virtual Community Coffee - Vice Mayor Krista Bernasconi spoke on May 5, 2020

event which covered topics such as mental health, physical health and silver linings in the current environment and spoke on FlashVote results.

Thanks to City Council for Hard Work- Mayor John Allard commended fellow councilmembers on their efforts to keep the community safe.

Population Numbers- Mayor John Allard spoke on Roseville being one of the fastest growing communities in California.

10. ADJOURNMENT

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adjourn the meeting at 7:49 p.m. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci



MINUTES

May 20, 2020

CITY COUNCIL MEETING

6:00 p.m.

Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

To help minimize the spread of COVID-19, members of the public may not attend in person, but may view the meeting on Comcast channel 14, Consolidated Communications channel 73 and AT&T U-verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

Dial in Phone Number: 916-774-5353

Email: citycouncil@roseville.ca.us

If you need a disability-related modification or accommodation to participate in this meeting, please contact Voice: 916-774-5300, TDD: 916-774-5220. Request must be made as early as possible.

1. CALL TO ORDER

Mayor John B. Allard II called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

3. PLEDGE OF ALLEGIANCE

Vice Mayor Krista Bernasconi led the Pledge of Allegiance.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

5. PUBLIC COMMENTS

Mayor John B. Allard recognized the staff in the audience and thanked them for their contributions in keeping the city running during the COVID-19 pandemic.

Public Information Officer Brian Jacobson summarized comments received at publiccomment@roseville.ca.us:

Emails regarding request for **Help Buljan Park** submitted from the following residents who request an item be placed on a future agenda for discussion of the new play structure:

Jill Harris, Chad Greek, Misty Greek, Geoff Sakala, Geoff Goolsby, Kelly Jiang, Rene' De Alba, Melanie Swarts, Tina Helwig, Marina Pikalov, Amal Essayyad, Tessa Van Dusen, Michelle Garcia, Paul Diamond.

Gary Gutowsky - Spoke in support of the recent restoration of the bocce ball courts at the Harry Crabb Park as part of the phase II construction.

The following public comment was made at 916-774-5353:

Nick Bryant - Requested Roseville Transit start charging fares using the connect card, requested that Roseville City Council meetings and businesses be open to the public, and for officials to end the state of emergency.

5.1. City Response to COVID-19 Pandemic

CONTACT: Dominick Casey 916-774-5362 dcasey@roseville.ca.us

City Manager Dominick Casey presented an operational report regarding the city's response to the COVID-19 pandemic.

Covered topics included:

- Environmental Scan:
 - The Governor's May budget revise indicated significant budget shortfalls at the State level of \$54 Billion
 - Record level of unemployment and lost wages are being recorded across the State
 - The supply chain for personal protective equipment is improving, but still strained
 - Many businesses that are not included in State 2 are anxious to re-open and awaiting guidelines and the ability to do so from the State
 - As a city we continue to monitor the fiscal situations and slow our own spending in anticipation of budget shortfalls
- Situational Update:
 - Placer County attestation approved by the Governor on May 12, allowing retail and restaurant businesses to reopen, with some restrictions
 - Sufficient Hospitalization and ICU Capacity

- A local surge plan for increased cases
 - Local infections and hospitalizations rates
 - Additional testing capacity
 - Additional contact tracing capacity
 - Skilled nursing facilities disease outbreak prevention and containment
 - Hospital and first responders have adequate PPE
 - Placer County will continue to monitor key indicators as we move forward
 - Our efforts to re-open carefully will affect our ability to keep businesses open and move toward a more complete recovery
 - Health Officer strongly recommends the wearing of face coverings when physical distancing isn't possible
 - Businesses may require face coverings as a condition of entry
 - City Council took a leadership role in advocating over several weeks for regional variance to allow counties with supporting health data to reopen sooner
 - As a result of advocacy efforts, 22 counties including Placer, were allowed to move more fully into Stage 2
- City Service Responds to Needs:
 - Essential services are still in full operation
 - Each department prepared a plan to resume services in alignment with the state phasing plan and in support of businesses that are opening
 - Office employees are still encouraged to telework where possible through Stage 2
 - Many legislative processes related to COVID-19 and its operational impacts are fluid and being adjusted daily
- Helping Our Community:
 - Business Support
 - Information on Stage 2 and what kinds of businesses can reopen
 - Business reopening guidelines
 - Businesses are to self certify their plans
 - Economic Development and Communication teams are pushing the new information out through all of our available channels
- Virtual Recreation:
 - Kits are almost sold out for May
 - Featured on Good Day Sacramento, Fox40
 - Maidu Museum Historic Site to be featured next week on KCRA
- Family Meal Roseville:
 - In 3rd week now with expert leadership of the Health Education Council
 - Due to generosity of sponsors and individuals the first week, the coming week will expand to serve 940 food insecure households 3,760 meals per week
 - Sponsored by City of Roseville, Placer Community Foundation, Sutter Health, Roseville Rotary Club, Roseville Electric, Roseville Transit, Roseville Firefighters and Bayside Church
 - New restaurants: The Place and Bennett's Kitchen joined Nixtaco, Randy Peter's Catering, and Monk's Cellar

- Distribution sites expanded. Serving meals weekly at 3 schools and 5 affordable-housing communities for seniors and families
- Thanks to 100 city volunteers and their families from all departments
- Program goes through mid-June but could be continued with further sponsorship and need
- Ongoing regional coordination:
 - Coordinating with County Health Department to follow health guidelines
 - Participating in regular briefings of the County's Emergency Operations Center
 - Checking in with school superintendents, Chamber, non-profits, businesses
 - Closely communicating with our local, state, and federal officials on needs and concerns
- Resources:
 - Placer County placer.ca.gov/covid19
 - California Department of Public Health cdph.ca.gov/covid19
 - Centers for Disease Control cdc.gov

No public comment received.

Item for information only. No official action taken.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Pauline Roccucci, seconded by Scott Alvord, to remove Item 6.9 from the Consent Calendar for separate discussion and action and approve the remaining items on the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Bids / Purchases / Services

6.1. Hauling and Disposal of Wastewater Sludge (RFQ 10-3250) - Contract Purchase Agreement

Memo from Buyer Babette Owens and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-189 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SYNAGRO WWT, INC. DBA SYNAGRO WEST, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000277). Staff recommends approval of a contract purchase agreement with Synagro WWT Inc dba Synagro West LLC for hauling and disposal of wastewater sludge from the Pleasant Grove Wastewater Treatment Plant. The initial contract award is \$300,000 and funding is included in the Environmental Utilities Pleasant Grove Wastewater

Treatment Plant FY2019-20 and proposed FY2020-21 budgets. Staff requests authorization to renew without further Council approval.

CC #: 0769

File #: 0203-009

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.2. General Construction Services - Contract Purchase Agreements

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-190 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BULLARD, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000296); and adopt RESOLUTION NO. 20-201 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CREEKSIDE COMMERCIAL BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000285). Staff recommends Council approval of contract purchase agreements with Bullard, Inc. and Creekside Commercial Builders, Inc., to provide general construction services for water/wastewater plants, lift stations and pump stations in accordance with Request for Proposals (RFP) 08-061 in the amount of \$250,000 each with funding established from the Environmental Utilities Department's FY2019-20 Operations budget for Water/Wastewater and Collections. The RFP allowed for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendors is not in the City's best interest.

CC #: 0778

File #: 0203-04

CONTACT: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

6.3. Security Cameras (RFQ 10-3260) - Purchase Order

Memo from Senior Buyer Joanna Oukrop and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council approve a purchase order to Surveillance Systems Integration, Inc. as the lowest responsive and responsible bidder for Security Cameras RFQ 10-3260. The cost of the security cameras is \$103,192 plus tax of \$7,997.38, for a total of \$111,189.38. Funding is included in the Environmental Utilities Department's Capital Improvement project budget for Access Control System Rehabilitation.

CC #: 0762

File #: 0203-04

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

6.4. Homeland Security Grant - Sole Source Purchase Order and Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief James

Maccoun recommending the City Council adopt ORDINANCE NO. 6228 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of an ordinance to amend the FY2019-20 budget in the amount of \$43,349 and authorize the issuance of a sole source purchase order for the purchase of tactical night vision equipment for a total amount not to exceed \$38,176.12. A ballistic shield, which is below the dollar amount required for Council approval, will be purchased separately using these grant funds. There will be no net fiscal impact on the City.

CC #: 0770

File #: 0203-12 & 0201-01 & 0214

CONTACT: Shelly Bracco 916-774-5018 sbracco@roseville.ca.us

6.5. Vehicle Purchase and Equipment Re-manufacturing (RFQ 10-3261)

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Oroville Ford, Inc. for one Ford F250 utility body truck utilizing RFQ 10-3261 in the amount of \$48,837; and approve a sole source purchase order to Sherman Reilly, Inc. for the remanufacturing of a Duct Dawg underground cable puller in the amount of \$88,500. Funding for this vehicle and equipment is included in the FY2019-20 Auto Replacement budget.

CC #: 0763

File #: 0203-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

6.6. 600V, 15kV and Control and Instrumentation Cable (RFQ 10-3253) - Purchase Orders

Memo from Buyer Babette Owens and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-186 APPROVING A PURCHASE ORDER FOR 600V, 15kV AND CONTROL AND INSTRUMENTATION CABLE; and adopt RESOLUTION NO. 20-187 APPROVING A PURCHASE ORDER FOR 600V, 15kV AND CONTROL AND INSTRUMENTATION CABLE; and adopt RESOLUTION NO. 20-188 APPROVING A PURCHASE ORDER FOR 600V, 15kV AND CONTROL AND INSTRUMENTATION CABLE. Staff recommends Council authorize purchase orders to General Pacific, Inc., Southwire Electric LLC, and The Okonite Company, Inc., as the lowest responsive bidders for the purchase of 600V, 15kV and Control and Instrumentation Cable to be purchased on an as-needed basis. The estimated total combined award for the initial contracts through June 30, 2021 is \$750,000 and funding is included in the Electric Department's Contribution in Aid of Construction Capital Improvement Project (CIP) and 12kV Upgrade & Extension CIP FY2019-20 and proposed FY2020-21 budgets. Staff requests authorization to renew without further Council approval.

CC #: 0767

File #: 0203-07-03

Resolutions

6.7. Plan Checking and Inspection Services - Professional Services Agreements Amendments

Memo from Administrative Analyst Brandy LeBeau and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-192 APPROVING A SECOND AMENDMENT TO AGREEMENT FOR PLAN CHECKING AND INSPECTION SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND 4LEAF, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-193 APPROVING A SECOND AMENDMENT TO AGREEMENT FOR PLAN CHECKING AND INSPECTION SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND INTERWEST CONSULTING GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-194 APPROVING A SECOND AMENDMENT TO AGREEMENT FOR PLAN CHECKING AND INSPECTION SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND CSG CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-195 APPROVING A SECOND AMENDMENT TO AGREEMENT FOR PLAN CHECKING AND INSPECTION SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND BUREAU VERITAS NORTH AMERICA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a second amendment to four separate agreements for building plan review and inspection services with 4LEAF, Inc., Bureau Veritas North America, Inc., CSG Consultants, Inc., and Interwest Consulting Group, Inc. The proposed amendments would extend the expiration of existing agreements through June 30, 2021. All costs associated with plan review and inspection are recovered in administrative and permit fees paid by applicants at the time services are rendered, resulting in no impact to the General Fund. Funding for the agreements is included in the Development Services Department's proposed FY2020-21 budget.

CC #: 0774

File #: 0800-06

CONTACT: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

6.8. Federal Transit Administration Grant Authorization for Transit Fleet Replacement

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-196 AUTHORIZING THE CITY MANAGER TO SUBMIT A SECTION 5339(b) GRANT APPLICATION FOR CERTAIN TRANSIT SERVICES AND TO EXECUTE THE RELATED GRANT APPLICATIONS, FORMS AND AGREEMENT. Staff requests approval to apply for a Federal Transit Administration (FTA) Fiscal Year 2020 §5339(b) competitive grant opportunity

under the Grants for Buses and Bus Facilities Infrastructure Investment Program to fund the purchase of up to seven replacement zero-emission transit buses, and three electric chargers, and to execute the related forms and agreements. The total cost of the project is anticipated to be up to \$8,025,000. In addition to the proposed §5339(b) Buses and Bus Infrastructure Program grant of up to \$5,864,992, staff has also identified approximately \$900,000 in FTA §5307 formula grant funds for the bus purchase. Local match to both FTA sources of funds of approximately \$1.26 million will be paid by Transportation Development Act Local Transportation Funds. No General Fund resources will be used for this project.

CC #: 0775

File #: 0721 & 0214

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

6.9. Multi-Hazard Mitigation Plan 2018 Progress Report Acceptance

Memo from Senior Engineer Brian Walker and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-169 ACCEPTING THE CITY OF ROSEVILLE MULTI-HAZARD MITIGATION PLAN 2018 PROGRESS REPORT. The Federal Emergency Management Agency (FEMA) requires that the City evaluate its Multi-Hazard Mitigation Plan (MHMP) action items for progress annually to maintain its Community Rating System Class 1 rating. This is the complete first annual progress report of the adopted MHMP. Staff time spent preparing the Annual Progress Report is included within the project budget for the MHMP Plan Update Capital Improvement Program project, funded by the General Fund. Mitigation measures are implemented as the various City departments have funding in their regular work programs and as grant funding is applied for and received by various City departments.

CC #: 0766

File #: 0307-02

CONTACT: Brian Walker 916-746-1300 walkerbrian@roseville.ca.us

Item 6.9 removed by Councilmember Bruce Houdesheldt for clarification and report.

Senior Engineer Brian Walker made the presentation to the City Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 20-169 ACCEPTING THE CITY OF ROSEVILLE MULTI-HAZARD MITIGATION PLAN 2018 PROGRESS REPORT. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

6.10. Transmission Service Agreements for Firm and Non-Firm Point-to-Point

Transmission Service and for Resale, Reassignment or Transfer of Point-To-Point Transmission Service Agreement

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-191 APPROVING TRANSMISSION SERVICE AGREEMENTS BETWEEN THE CITY OF ROSEVILLE AND PUGET SOUND ENERGY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The renewal of the Transmission Service Agreements will allow the City the ability to continue purchasing transmission from Puget Sound Energy, Inc. to transfer energy from the Pacific Northwest markets. There is no fiscal impact associated with the execution of the Transmission Service Agreements as they are only enabling agreements.

CC #: 0772

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Ordinances (for introduction and adoption - appropriation/urgency measures)

6.11. Facilities Division Internal Service Fund Demand Services - Budget Adjustment

Memo from Administrative Analyst Rodney Funke and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6227 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The recommended budget adjustment will increase internal service fund revenues and associated professional service expenditures in the Facilities Services Fund (\$200,000) and Facilities Rehabilitation Fund (\$40,000) due to higher than anticipated levels of customer-initiated requests from City departments for facilities services. While there will be an overall increase to the Facilities Division's FY2019-20 operating budget, there will be no net impact to the Facilities Services Fund or the Facilities Rehabilitation Fund because the increases are offset by additional revenue from customer departments.

CC #: 0768

File #: 0800-01 & 0201-01

CONTACT: Rodney Funke 916-774-5561 rfunke@roseville.ca.us

6.12. Cirby Creek Bank Stabilization and Outfall Repair Project - Budget Adjustment

Memo from Associate Engineer Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6223 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Cirby Creek Bank Stabilization and Outfall Repair project will stabilize the creek bank and repair the storm drain outfall behind the residence at 610 Juanita Way. Staff requests Council authorize a budget adjustment of \$20,000 from the Gas Tax Fund and \$59,000 from the Highway

Users Tax Fund to be used for environmental permitting and civil engineering design services.

CC #: 0755

File #: 0900-04 & 0201-01

CONTACT: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

6.13. Bill Hughes Park and Duke Davis Park Rehabilitation Projects - Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6224 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment allocating \$157,000 for the first year's projects within Diamond Creek CFD #1 for rehabilitation projects related to Bill Hughes and Duke Davis Parks. These renovations will require no General Fund resources.

CC #: 0758

File #: 0704-01 & 0201-01

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

6.14. Youth Development Fund - Budget Adjustment

Memo from Parks, Recreation & Libraries Manager Natasha Martin and Parks Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6226 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Parks, Recreation & Libraries Department was successfully awarded a grant from the California State Library in the amount of \$100,000 to deliver out-of-school time programming. Staff is requesting a budget adjustment to the Youth Development Fund for grant revenue in the amount of \$100,000 to offset expenses related to the new grant-funded program.

CC #: 0764

File #: 0704 & 0201-01

CONTACT: Natasha Martin 916-774-5234 nmartin@roseville.ca.us

6.15. Electric New Services - Budget Adjustment

Memo from Electric Financial Administrator Eric Campbell and Electric Utility Director Michelle Bertolino recommending the City Council adopt ORDINANCE NO. 6225 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a budget adjustment in the amount of \$1,250,000, allowing Electric Utility staff to continue providing infrastructure installation services for developers through the remainder of

FY2019-20. New development has been stronger than anticipated this fiscal year, and the budget adjustment will increase the budget for expenses and revenues. There is no net fiscal impact since the additional New Services Annual project costs are offset by developer reimbursement revenues.

CC #: 0759

File #: 0800-03 & 0201-01

CONTACT: Rick Corral 916-774-5616 rcorral@roseville.ca.us

Reports / Requests

6.16. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending the City Council adopt the minutes of the April 15, 2020 City Council meeting.

CC #: 0780

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

6.17. Zero Emission Bus Business Plan

Memo from Administrative Analyst Alison Winter and Public Works Director Jason Shykowski recommending the City Council accept the Roseville Zero-Emission Bus Business Plan. This study includes findings and recommendations to guide the transition of the City's transit fleet from diesel fuel to zero emission transit. The City has already been awarded grants for five (5) battery electric buses (BEB) commuter buses that will help offset the cost difference of purchasing BEBs over diesel buses and staff is pursuing additional funding for conversion of seven additional commuter buses in FY2025.

CC #: 0773

File #: 0721

CONTACT: Alison Winter 916-774-5365 awinter@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Maidu Soccer Complex Irrigation Renovation Project – Award of Contract

Memo from Park Development Analyst Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-197 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MARINA LANDSCAPE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and authorize approval of change orders in an amount not to exceed 10% of the contracted amount. Staff recommends a contract award in the amount of \$216,500 to Marina Landscape, Inc. for renovation of the irrigation system at the Maidu Soccer Complex. The facility is located on the 152-acre regional park site located east of Rocky Ridge Drive and south of Douglas Boulevard. The project

includes renovations and upgrades to the existing irrigation system to provide better irrigation coverage and improved water efficiency, and will aid in reducing ongoing maintenance requirements. Improvements to the irrigation system are an essential component of a planned, concurrent turf renovation project under a separate contract. Funding for the irrigation improvements is from a transfer of FY2018-19 General Fund resources to the Parks, Recreation & Libraries Capital Fund for the Maidu soccer fields as well as committed contributions from partners. Maintenance of the existing citywide park is budgeted in the General Fund and will remain unchanged.

CC #: 0776

File #: 0714-01

CONTACT: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Parks, Recreation and Libraries Director Jill Geller made the presentation to the City Council.

No public comment received.

Motion by Krista Bernasconi, seconded by Bruce Houdesheldt, to adopt RESOLUTION NO. 20-197 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MARINA LANDSCAPE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and authorize approval of changes orders in an amount not to exceed 10% of the contracted amount. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

8. ORDINANCES

8.1. Roseville Independent Redistricting Commission

Memo from Assistant City Attorney Michelle Sheidenberger and City Clerk Sonia Orozco with Roseville Charter Review Commission recommendation for the City Council to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 2.34 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING THE ROSEVILLE INDEPENDENT REDISTRICTING COMMISSION. Sufficient funds to support the work of the Commission is estimated in the amount of \$75,000.

CC #: 0779

File #: 0502

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

City Clerk Sonia Orozco and Assistant City Attorney Michelle Sheidenberger made the presentation to the City Council.

Susan Rohan, Charter Review Commission Chair, thanked staff and spoke on the

13 month review of the charter, and in support of adoption of the ordinance establishing the Roseville Independent Redistricting Commission.

Pete Constant, Charter Review Commission Vice-Chair, spoke the members of the Charter Review Commission were united in support for an Independent Redistricting Commission and the proposed process and drafting of the ordinance was formed in compliance with state law.

LaMills Garrett, Charter Review Commission member, spoke in support of an Independent Redistricting Commission and in support of including neighborhood associations to the extent practicable when redrawing the maps.

Public Information Officer Brian Jacobson summarized comments received at publiccomment@roseville.ca.us:

Sasha Lynch - Spoke in support of the establishment of an Independent Redistricting Commission.

Glenda Hay - Urged the City Council support the appointment of an Independent Redistricting Commission who will act in such a way to represent all of Roseville, not out of self-preservation of their elected officials.

Gary Gutowsky - Spoke in support of adoption of an Independent Redistricting Commission which will eliminate any perception of favoritism and reducing the chance of political pressure, and best represents the interests of all Roseville residents.

Robert Lamborn - Wrote in opposition with arguments against districts.

The following public comments were made at 916-774-5353:

Lisa Larkin - Thanked staff and the Charter Review Commission for bringing the concept of an Independent Redistricting Commission before the City Council and spoke in support of adoption to ensure constituents are represented.

Paul Griffin - Spoke in support of the Independent Redistricting Commission, inquired on the proposed \$75,000 budget, requested the City Council bar the demographer who developed the former maps from responding to a request for proposal, and inquired on the sunset date of the ordinance.

Kathleen Crawford - Thanked the work of the Charter Review Commission and spoke in support of implementing an Independent Redistricting Commission.

Mayor John B. Allard II reopened public comment.

Pete Constant, Charter Review Commission Vice Chair spoke to the ordinance regarding partisan or non partisan offices.

Mayor John B. Allard closed public comment.

Recess meeting at 8:19 p.m.

Reconvened meeting at 8:25 p.m.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 2.34 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING THE ROSEVILLE INDEPENDENT REDISTRICTING COMMISSION, with summary of proposed amendments to be brought before the City Council at the second reading of the ordinance as follows: 1) in qualifications section that applicant must be at least 18 years of age at the time of application; 2) if the person or the persons family member has done any of the following in the preceding four years prior to their application and has served as an officer of or an employee of, or paid consultant to a political party central committee changing the time frame to eight years in section B; 3) add current council member to section B3. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Environmental Utilities Department Budget Update

Memo from Environmental Utilities Director Richard Plecker with a budget update for the Environmental Utilities Department.

CC #: 0760

File #: 0800-02

CONTACT: Janet Vargas 916-774-5557 jvargas@roseville.ca.us

Environmental Utilities Director Rich Plecker made the presentation to the City Council.

No public comment received.

Item for information only. No official action taken.

9.2. Roseville Electric Department Budget Update

Memo from Electric Utility Director Michelle Bertolino with an update on Roseville Electric Utility's proposed FY2020-21 budget.

CC #: 0761

File #: 0800-03

CONTACT: Eric Campbell 916-774-5626 ecampbell@roseville.ca.us

Electric Utility Director Michelle Bertolino made the presentation to the City Council.

No public comment received.

Item for information only. No official action taken.

9.3. Capital Improvement Plan Preview for Fiscal Year 2020-21

Memo from Public Works Director Jason Shykowski with an overview of the capital improvement plan (CIP) for the coming fiscal year. This presentation will include a preview of major CIPs for all City departments. There is no fiscal impact from this presentation.

CC #: 0754

File #: 0801

CONTACT: Jason Shykowski 916-774-5331 jshykowski@roseville.ca.us

Public Works Director Jason Shykowski made the presentation to the City Council.

No public comment received.

Item for information only. No official action taken.

10. PUBLIC HEARING

10.1. Community Facilities District No. 4 - Annexation of Territory

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-166 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS CITY OF ROSEVILLE Community Facilities District No. 4 (Public Services) Annexation No. 7 (The Villages at Kit Carson); and adopt RESOLUTION NO. 20-167 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE Community Facilities District No. 4 (Public Services) Annexation No. 7 (The Villages at Kit Carson). The annexation of Community Facilities District No. 4 (Public Facilities) will not impact the City's General Fund. The property owners will pay a special tax sufficient to pay the costs of the CFD and be levied annually among the parcels of real property within the CFD.

CC #: 0756

File #: 0206-03-01 & 0400-09-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor John B. Allard II opened the public hearing.

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 20-166 OF THE COUNCIL OF THE CITY OF ROSEVILLE OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS CITY OF ROSEVILLE Community Facilities District No. 4 (Public Services) Annexation No. 7 (The Villages at Kit Carson); and adopt RESOLUTION NO. 20-167 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PROIR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE Community Facilities District No. 4 (Public Services) Annexation No. 7 (The Villages at Kit Carson). The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

10.2.2020/2021 Landscaping and Lighting Districts Assessments - Amending and/or Approving the Engineer's Annual Levy Report, Ordering the Levy and Collection of Assessments

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-170 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-171 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-172 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-173 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-174 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-175 OF THE CITY COUNCIL OF THE CITY OF

ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-176 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-177 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-178 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-179 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-180 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-181 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-182 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-183 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-184 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-185 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021. These eight districts were formed within the City to levy and collect assessments for maintenance of public improvements pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (the Act), and Article XIID of the California Constitution. All charges are needed to fund landscape services in each LLD. There is no impact to the General Fund.

CC #: 0753

Mayor John B. Allard II opened the public hearing.

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Mayor John B. Allard II closed the public hearing.

Motion by Scott Alvord, seconded by Bruce Houdesheldt, to adopt RESOLUTION NO. 20-170 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-171 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-172 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-173 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-174 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-175 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-176 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-177 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-178 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR NORTHWEST ROSEVILLE SPECIFIC PLAN

LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-179 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-180 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-181 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-182 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-183 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-184 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; and adopt RESOLUTION NO. 20-185 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2020/2021. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

10.3.Campus Oaks Master Plan - General Plan Amendment, Rezone, and Development Agreement Amendment - PL18-0192

Memo from Associate Planner Shelby Vockel and Development Services Director Mike Isom recommending the City Council consider the Addendum to the Hewlett-Packard Master Plan Environmental Impact Report and adopt RESOLUTION NO. 20-168 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 6198 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE NINTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The applicant

requests approval of a General Plan Amendment, Rezone, and a Development Agreement Amendment to modify the Campus Oaks Master Plan and allow for the development of a phased, 242-lot subdivision with park, landscape, and stormwater facility lots. A General Plan Amendment and Rezone is requested to modify land use and zoning designations for 48.91 acres within the Campus Oaks Master Plan area for Parcels CO-1, 2, 6, 7, 12, 14, 24a, 24b, 61, 63, 64, and 65. As proposed, the land use designations will be modified from 27.36 acres Low Density Residential (LDR), 6.52 acres Medium Density Residential (MDR), 4.7 acres High Density Residential (HDR), and 10.33 acres Parks and Recreation (PR) to 26.11 acres LDR, 10.40 acres MDR, and 12.4 acres PR. The zoning designations will be modified from 33.88 acres Residential Small Lot/Development Standards (RS/DS), 4.7 acres Attached Housing/Development Standards (R3/DS), and 10.33 acres Parks and Recreation (PR) to 36.51 acres RS/DS and 12.4 acres PR. A Development Agreement Amendment is requested to amend the Development Agreement by and between the City and BBC Roseville Oaks, LLC relative to the Campus Oaks property within the HP Campus Oaks Master Plan.

CC #: 0765

File #: 0400-04-18-1 & 0400-04-18-2 & 0400-06

CONTACT: Shelby Vockel 916-746-1347 svockel@roseville.ca.us

Mayor John B. Allard II opened the public hearing.

Planning Manager Greg Bitter made the presentation to the City Council.

Stephen Des Jardins - spoke in support.

Mayor John B. Allard II closed the public hearing.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, Confirm the Addendum to the Hewlett-Packard Master Plan Environmental Impact Report and adopt RESOLUTION NO. 20-168 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 6198 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE NINTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Amended 2019 Annual Action Plan, Amended Citizen Participation Plan and Budget Adjustment

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-198 ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AMENDED 2019 CONSOLIDATED PLAN, THE AMENDED 2015-2019 ANNUAL ACTION PLAN, AND THE AMENDED CITIZEN PARTICIPATION PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND CERTIFICATIONS ON BEHALF OF THE CITY OF ROSEVILLE FOR SUBMITTAL OF THE PLAN AMENDMENTS TO THE U.S. DEPARTMENT OF HOUSING & DEVELOPMENT (HUD); and adopt RESOLUTION NO. 20-199 APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-200 APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6229 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests an amendment to the 2015-2019 Consolidated Plan, an amendment to 2019 Annual Action Plan, an amendment to the Citizen Participation Plan, as well as approve a budget adjustment, and authorize the City Manager to execute necessary documents and certifications on behalf of the City of Roseville for submittal of the Consolidated Plan, Annual Action Plan and Citizen Participation Plan amendments to the U.S. Department of Housing & Development, amendments to the subrecipient agreements between the City and The Gathering Inn as well as the agreement between the City and Advocate for Mentally Ill Housing, and the Budget Adjustment to expend the Coronavirus Aid, Relief, and Economic Security Act funding. The amendments and budget adjustment will not have any fiscal impact to the General Fund.

CC #: 0777

File #: 0113 & 0201-01

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

Mayor John B. Allard II opened the public hearing.

Housing Manager Trisha Isom made the presentation to the City Council.

No public comment received.

Mayor John B. Allard II closed the public hearing.

Motion by Pauline Roccucci, seconded by Scott Alvord, to adopt RESOLUTION NO. 20-198 ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AMENDED 2019 CONSOLIDATED PLAN, THE AMENDED 2015-2019 ANNUAL ACTION PLAN, AND THE AMENDED CITIZEN PARTICIPATION PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND CERTIFICATIONS ON BEHALF OF THE CITY OF ROSEVILLE FOR SUBMITTAL OF THE PLAN AMENDMENTS TO THE U.S. DEPARTMENT OF HOUSING & DEVELOPMENT (HUD); and adopt RESOLUTION NO. 20-199 APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-200 APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6229 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

11. COUNCIL REPORTS / PUBLIC COMMENTS

Public Information Officer Brian Jacobson summarized comments received at publiccomment@roseville.ca.us:

Cathy West-Packard - Inquired if it is possible to monitor the noise level and speed of traffic on Foothills Blvd., especially between Junction and Main Street stating this has been a problem in the past, was addressed, temporarily improved and has recently been gaining momentum again.

Public comment received by phone call to 916-774-5353:

Nick Bryant - Shared the community lost a wonderful resident Michael "Zig" Zigler, CEO of Pride Industries.

Nice to See Everyone - Councilmember Pauline Roccucci reported she looked forward to working with our businesses in the community as we go forward in a safe, economically and viable way.

Blessed County - Councilmember Scott Alvord made comment on how lucky we are to have statistics and capacity to move to Stage 2 as a lot of cities around the state haven't been able to move or are just starting to and a majority of our businesses are really demonstrating good leadership and responsibility as they move into Stage 2; however, we do have a few businesses out in the

community who are not showing responsibility and not using safety precautions.

Mask Give Away - Councilmember Scott Alvord announced mask give away on Saturday, May 23rd at the Raley's Grocery store near Target on Douglas Boulevard from 1:00 p.m. to 2:30 p.m.

Thanked Staff - Vice Mayor Krista Bernasconi and Mayor John Allard thanked City Manager Dominick Casey and staff for continued communication on the ever changing movement of COVID-19.

Honoring Health Care and Public Safety Workers - Mayor John Allard announced fighter jet fly-over on Memorial Day at 12:35 p.m.

Loss of Michael "Zig" Zigler - Mayor John Allard expressed condolences to the Zigler family.

12. ADJOURNMENT

Motion by Bruce Houdesheldt, seconded by Krista Bernasconi, to adjourn the meeting at 9:41 p.m. in memory and in honor of Michael "Zig" Zigler. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci



COUNCIL COMMUNICATION

CC #: 0936
File #: 0800-03

Title: 600 V, 15kV and Control and Instrumentation Cable (RFQ 10-3253) - Purchase Order Increase Authorization
Contact: Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Recommend Council approve an increased spending authorization for the underground cable contract (RFQ 10-3253) for FY2020-21.

BACKGROUND

A formal bid was issued as RFQ 10-3253 in April 2020 for the purchase of underground cable on an as-needed basis. Vendors were asked to provide submittals on a dollar per linear foot basis for a variety of different cable sizes. The Electric Department has a reoccurring requirement for various types of aluminum cable which are used to serve new development, maintenance, and substation projects. The majority of this cable acts as a vehicle for electricity, carrying it from the substations to customers. When this bid was awarded to the lowest priced responsive bidders for each respective cable size, the initial estimate staff sought for City Council approval was an annual expenditure of \$550,000, based on historical averages. However, a recent increase of 63% in development activity (compared to historical activity) combined with the development-driven need to extend major circuits into the western part of the city has shown that the initial estimate was insufficient. The extension of major circuits requires the use of the largest cable size, which is also the most expensive.

FISCAL IMPACT

Cable needed for projects is included in the Electric department FY2020-21 budget. Projected spending for the optional renewal years is as follows: FY2021-22, \$2,500,000; FY2022-23, \$2,500,000; FY2023-24, \$2,500,000; FY2024-25, \$2,500,000. Funding for this increase in cable expenditure are either included in the Electric Department Contribution in Aid of Construction (CIAC) Capital Improvement Project (which is reimbursed by developers) or are included in the annual Electric Department Capital budget, both of which are approved by City Council.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of 600V, 15kV and Control and Instrumentation Cable meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Vince Bottoni, Power Engineer

Michelle Bertolino, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0942
File #: 0900-03

Title: Industrial Switchgear Replacement and Fiddymment 230/60kV Transformer Addition Projects - Award of Contract
Contact: Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve an agreement with Interstate Construction, Inc. for construction of the Industrial Switchgear Replacement and the Fiddymment 230/60kV Transformer addition projects, and authorize the City Manager to execute it and additionally authorize change orders up to 10% of the contract amount.

BACKGROUND

This project is for construction at two substations: Industrial and Fiddymment. The construction work at Industrial Substation is required for the replacement of the existing switchgear that has reached its end of life. Replacement of this equipment is necessary to maintain system reliability.

The construction work at Fiddymment Substation is necessary to support the installation of a new 230/60kV transformer. This will be the fourth transformer of its kind in the system and is being installed to increase system redundancy and reliability. These transformers are critical in supplying electricity to the City.

City Council approved the plans and specifications and authorized the call for bids at the May 6, 2020 meeting. Subsequently, Roseville Electric solicited proposals through RFQ 07-078 Industrial Substation 12kV Switchgear Replacement and Fiddymment Substation Transformer Addition, seeking a contractor to provide the necessary construction services. Staff received two bids which were opened on June 30, 2020. After staff review of the proposals, Interstate Construction, Inc. was determined to be the lowest responsive bidder.

FISCAL IMPACT

The fiscal impact of the Agreement with Interstate Construction, Inc. is \$533,737.00 with a 10%, or \$53,373.70, contingency not to exceed \$587,110.70. Funds are available in the Electric Department FY2020-21 capital improvement project budget.

ENVIRONMENTAL REVIEW

The proposed work of the Industrial Substation 12kV Switchgear #2 Replacement project involves the replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

The proposed work of the Fiddymont Substation Transformer Addition is an action that is subject to CEQA. Project level CEQA compliance for the Fiddymont Substation Transformer Addition was accomplished with the preparation of the Fiddymont Substation 230/60-kV Circuit Breaker Initial Study/Negative Declaration (Adopted: January 8, 2003). Because the Fiddymont Substation Transformer Addition project is consistent with the project evaluated in the Fiddymont Substation 230/60-kV Circuit Breaker Initial Study/Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the Fiddymont Substation 230/60-kV Circuit Breaker Initial Study/Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Vince Bottoni, Power Engineer

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-336

Interstate Construction signed contract

RESOLUTION NO. 20-336

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INTERSTATE CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for construction of the Industrial Switchgear Replacement and the Fiddymont 230/60kV Transformer addition projects, between Interstate Construction, Inc. and the City Of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0933
File #: 0203-10

Title: Library Software Maintenance and System Enhancements - Contract Purchase Agreement
Contact: Chris Rohde 916-746-1216 crohde@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve contract purchase agreement (3000488) with ByWater Solutions, LLC for annual software maintenance and system enhancements for the Roseville Public Library's integrated library computer system; and authorize the City Manager to execute it. Staff additionally requests authority to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Roseville Public Library utilizes Koha Library Software as a tool to circulate library materials, provide customer accounts and library cards, integrate acquisitions and cataloging, and provide online access to the library catalog. The Library also uses the Libki module of Koha Library Software to manage public computer usage and reservations. The integrated library computer system increases ease of use for customers and staff, enhances record keeping and statistics, and expands capabilities.

In June 2012, ByWater Solutions was awarded an agreement, based on a competitive RFP process, to implement the integrated library computer system for the City. ByWater's services include specialized data migration, design, installation, setup, testing, and customization of Koha, unique to library practices and requirements. ByWater is a leader in the community, contributing significantly to the world-wide Koha project, and is the premier US-based support provider. ByWater set up and supports the integrations between Koha and our materials vendors, databases, eBook loans, radio-frequency identification (RFID) system, telephone notification system, call center and public computer reservations system. ByWater will continue to develop the system further, and provide maintenance support services, including upgrades and updates, to ensure that the software functions at the highest level possible.

FISCAL IMPACT

The annual cost of this agreement for FY2020-21 is \$21,000. Funds are included in the Parks, Recreation & Libraries approved FY2020-21 budget. Funds for each subsequent fiscal year's contract purchase agreement will be requested in the Parks, Recreation & Libraries Department operating budget. The estimated amounts for optional renewal years are as follows: FY2021-22; \$25,750, FY2022-23; \$25,750 and FY2023-24; \$26,550.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Library Software Maintenance and System Enhancements meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Chris Rohde, Parks, Recreation & Libraries Supervisor

Jill Geller, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a horizontal line extending to the right.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-331

Contract Purchase Agreement

RESOLUTION NO. 20-331

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BYWATER SOLUTIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000488) for ongoing maintenance, support and enhancements of the Library Division's integrated library computer system, between the City of Roseville and ByWater Solutions, LLC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000488

Supplier Details:

Company Bywater Solutions Llc
Contact Sarah Maseto
Address Po Box 1346

Santa Barbara, CA 93102

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5724
Fax (916) 774-5736
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000488

Agreement	3000488
Agreement Date	09-JUL-2020
Revision	0
Agreement Amount	21,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **Bywater Solutions Llc**

Po Box 1346

Santa Barbara, CA 93102

Phone: ()

Fax: ()

Email:

Description of Labor, equipment and/or materials: VENDOR SHALL PROVIDE SUPPORT, MAINTENANCE, AND HOSTING FOR THE LIBRARY'S INTEGRATED LIBRARY SYSTEM ON AN AS NEEDED BASIS AS DIRECTED AND APPROVED BY CITY STAFF.

PLEASE CONTACT CHRIS ROHDE AT 916-746-1216 OR CROHDE@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS CONTRACT.

**Total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11987	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Jul-2020	30-Jun-2021	"Becky" Rebecca Philipp Phone 1-916-774-5724			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Purchase Agreement 3000488

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City

Contract Purchase Agreement 3000488

Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

- c. **Additional Insureds.** Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater
- d. **Cancellation/Modification.** Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. **Umbrella/Excess Insurance.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. **Subconsultants.** Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- g. **Self-Insured Retentions.** All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
- i. **Liability/Remedies.** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other

Contract Purchase Agreement 3000488

provisions of this Agreement or law.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

Contract Purchase Agreement 3000488

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
27. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.

Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor

Contract Purchase Agreement 3000488

set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. NA

Contractor License No. NA

DIR Registration No. NA

Check mark the applicable company type below:

 Corporation

 X Limited Liability Company

 Partnership

 Sole Proprietor

*City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C, AB5
REV 3/26/2020 JS*

Contract Purchase Agreement 3000488

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT UNDER FORMAL BID LIMIT

General - Required Coverage:

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: _____

General Liability:

\$2 Million/occurrence

\$4 Million aggregate

Design Professional: _____

General Liability:

\$2 Million/occurrence

\$4 Million aggregate

Professional Liability:

\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:

\$1 Million/occurrence

IT Services: X _____

Professional Liability:

\$1 Million/occurrence

No auto required

Special Events/Caterers-Vendors: _____

No auto required

No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:

\$1 Million/occurrence

No auto required

Insurance Verification

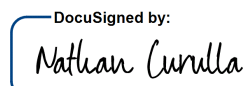
By signing the agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Contract Purchase Agreement 3000488

Supplier	
Signature:	DocuSigned by:  A69F735703BA48E...
Print Name:	BRENDAN GALLAGHER
Title:	Owner/CRO

Supplier	
Signature:	DocuSigned by:  C49F5D22D17A4ED...
Print Name:	Nathan Curulla
Title:	Owner/CEO

City of Roseville, A Municipal Corporation	
Signature:	DocuSigned by:  A3035660A19747F...
Print Name:	Shannon Wiest
Title:	Purchasing and Warehouse Manager



COUNCIL COMMUNICATION

CC #: 0931
File #: 0900-05

Title: Fire Station 2 Remodel Phase 2 - Service Agreement Amendment
Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to sign Amendment No.1 to Service Agreement (S1908245) with Bullard, Inc. to perform the Phase 2 interior improvements at Fire Station 2, including authority for a 10% contingency.

BACKGROUND

In 2019, staff bid a project to update the aging Fire Station 2. The bids exceeded the available budget for that fiscal year, so staff awarded the contract to the low bidder, Bullard, and broke the project into two phases in order to spread the cost across two fiscal years. In September of 2019, Council approved Service Agreement S1908245 for Phase 1 which included the remodel of the restrooms at Fire Station 2 located at 1398 Junction Blvd. Amendment No. 1 is for Phase 2 of the Fire Station 2 remodel and includes the following areas of the station:

- Toilet Room 105
- Exercise Room 112
- Hallway 133
- Shop Room 116
- Reception Room 101

The total cost of Phase 2 of the remodel is \$94,500. Funding, including a 10% contingency of \$9,450, is available in the approved Fire Department Renovation and Restoration budget for FY2020-21.

FISCAL IMPACT

The total contract cost with this amendment is modified from \$180,040 to \$274,540. The funding, including a 10% contingency in the amount of \$9,450, is available in the approved Fire Department Renovation and Restoration project budget in the Facility Rehabilitation Fund for FY2020-21.

ENVIRONMENTAL REVIEW

The proposed project involves the remodel of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Tisha Chinn, Administrative Technician

Jason Shykowski, Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-330

S1908245 Bullard Inc Signed amendment

RESOLUTION NO. 20-330

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BULLARD, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (S1908245) for the Fire Station 2 Remodel Phase 2 project, by and between the City of Roseville and Bullard, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

**SERVICE AGREEMENT
AMENDMENT**

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT No: S1908245
AMENDMENT No: 1

SERVICE LOCATION: FIRE STATION #2
1398 JUNCTION BLVD.
ROSEVILLE, CA 95747

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V30539
Contractor License No.: 1002120
Business License No.: 00807479

Department: PUBLIC WORKS-BLDG MAINT.

Telephone No.: 916-485-4370 Fax:

Acct. Code : 91026-5100

Email address: NATHAN@BULLARDINC.NET
Contractor: BULLARD INC.
ATTN: NATHAN TANNER
7447 ANTELOPE ROAD #202
CITRUS HEIGHTS, CA 95621

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Service Agreement Number S1908245 ("Agreement"), which was executed on, 5/29/19, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☒ The term of the Agreement is increased by 18 months and the expiration date of the Agreement is changed from 12/31/19 to 6/30/21.
- ☒ The Total Cost of Service payable under this Agreement is modified from \$180,040.00 to \$274,540.00. The purpose of this modification is to complete Fire Station #2 improvements including the Toilet Room 105, Exercise Room 112, Hallway 133, Shop Room 116 Exhaust Ventilation System & Flooring Seal and Reception Room 101.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

CONTRACTOR:

By: [Signature]

Title: VICE PRESIDENT

By: [Signature]

Title: SECRETARY

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Dominick Casey
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept



COUNCIL COMMUNICATION

CC #: 0946

File #: 0203-01 & 0600-02

Title: Vehicle Purchases and Out-of-State Travel Request – Fleet Services and Fire Department

Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 8/19/2020

Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve a purchase order to Golden State Fire Apparatus, Inc. for four Pierce Enforcer Type 1 Engines utilizing NPPGov contract # PS20240 to replace 06-438, 06-439, 06-440, 06-441 approved in the FY2020-21 Fleet Replacement Budget. The total cost including sales tax is \$2,821,818. Additionally, adopt a resolution authorizing the City Manager to sign the Golden State Fire Apparatus proposal acceptance statement as well as the faithful performance bond, upon receipt and approval of bonds by the City Attorney's office; and authorize the City Manager or his designee to approve change order requests in an amount not to exceed 2% of the contract price or the remaining portion of the approved budget.

In addition, staff recommends the Council approve out-of-state travel for Fleet and Fire Department staff members to attend two separate factory inspections of the Pierce Enforcer Type 1 Engines built by Pierce Manufacturing in Appleton, Wisconsin. Fleet and the Fire Department will send a combined five staff members to the mid-construction review meeting and five staff members to the final factory inspection meeting. The estimated schedule for mid-construction inspection is June of 2021 with a final inspection in July of 2021.

BACKGROUND

The Fire Department is purchasing four Pierce Enforcer Type 1 Engines as replacements for 06-438, 06-439, 06-440 and 06-441. These vehicles are front line engines used for structural firefighting, hazardous materials incidents, vehicle accidents, and emergency medical response. The current vehicles have been in service for 14 years and have reached their end of service life. The new engines are designed to integrate into the current fleet with standard options and configurations for the purpose of department functional interoperability. The City will be saving \$217,513 off the manufacturer's suggested retail price by utilizing a combination of NPPGov discount, multi-unit discount, and pre-payment at time of order.

During the production of fire apparatus, it is common to encounter unanticipated or changed conditions which necessitate additions or other modifications to the project and the contract. Due

to the complexity of this build, the Fleet Manager requests authorization for the City Manager or his designee to approve change order requests in an amount not to exceed 2% of the contract price or the remaining portion of the approved budget.

Due to their complexity and the large financial investment when purchasing fire apparatus, it is common practice for City representatives to attend factory inspections when new fire apparatus are being built. The City representatives include staff from Fleet Services and the Fire Department. The inspection trips are scheduled at times mutually agreed upon between the manufacturer's representative and the City representatives. In this case, the inspections are estimated to occur in June of 2021 and July of 2021. Costs related to travel including airfare, lodging, and meals are covered by Golden State Fire Apparatus as part of the original purchase price. Fleet Services and the Fire Department will send appropriate City representatives to fulfill the obligations for contract and milestone approvals as outlined in the purchase contract.

Vehicle replacements are based on the Fleet Scoring System, which considers factors such as age, mileage, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores. A score of 23 or more indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
06-438	35	Meets City replacement criteria
06-439	35	Meets City replacement criteria
06-440	35	Meets City replacement criteria
06-441	35	Meets City replacement criteria

FISCAL IMPACT

The total cost of four Pierce Enforcer Type 1 Engines including options and sales tax is \$2,821,818. Funding is included in the FY2020-21 Fleet Replacement Budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of vehicles and travel meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-339

Golden State Fire Apparatus Proposal

RESOLUTION NO. 20-339

APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE
AND GOLDEN STATE FIRE APPARATUS, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a purchase order with Golden State Fire Apparatus, for four Pierce Enforcer
Type 1 Engines, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said purchase order is hereby approved, pending receipt and approval of bonds by the City
Attorney's office; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to
approve change orders for the project, consistent with the contract terms, provided that the net
cost of all change orders shall not exceed two percent (2%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PROPOSAL PREPARED FOR

City of Roseville
Pierce Manufacturing, Inc.
Enforcer Type 1 Engine
NPPGov - Contract# S20240
Product Code: 3.01
July 21, 2020

SALES CONSULTANT

Jon Bauer
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
530.351.2151 Cell
jbauer@goldenstatefire.com

PARTS, SERVICE & SUPPORT

Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com

PROPOSAL PREPARED FOR:

City of Roseville
2005 Hilltop Circle
Roseville, CA 95678

Submitted Date:	July 21, 2020
Proposal Number:	50721-2020
Expiration Date:	August 31, 2020
Sales Consultant:	Jon Bauer

Pursuant to this proposal (the "Proposal"), Golden State Fire Apparatus, Inc. ("GSFA") hereby proposes to furnish the **CITY OF ROSEVILLE** ("Customer"), the following fire apparatus and equipment, hereinafter called the "Product":

100% PRE-PAYMENT AT TIME OF ORDER

#	Description	Unit Price	Unit Price	Unit Price	Unit Price	
A	Four (4) Pierce Manufacturing, Inc., Enforcer 1500 gpm Type 1 Engines	709,082.73	709,082.73	709,082.73	709,082.73	
B	Discount For 100% Pre-Payment	(23,279.90)	(23,279.90)	(23,279.90)	(23,279.90)	
C	Discount For NPPGov (contract# PS20240) Consortium Purchase	(13,094.09)	(13,094.09)	(13,094.09)	(13,094.09)	
D	Discount For Four Unit Purchase	(18,004.37)	(18,004.37)	(18,004.37)	(18,004.37)	
		7.75% State Sales Tax	50,739.59	50,739.59	50,739.59	
		CA Tire Fee	10.50	10.50	10.50	10.50
		SUB-TOTAL	705,454.46	705,454.46	705,454.46	705,454.46
		GRAND TOTAL				2,821,817.84

PROPOSAL SUMMARY

This Proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- 100% performance bond
- Pre-construction conference at customer location
- Factory mid-construction inspection trip
- Factory final inspection
- Pre-delivery inspection/services by GSFA
- Delivery to GSFA service center in Sacramento
- Final delivery from service center to Customer
- Demonstration and familiarization of the Product
- California Tire Fee

PRODUCT COMPLETION

The Product shall be built in accordance with the specifications hereto attached within approximately **375 to 405 calendar days** after Customer's acceptance of this Proposal, subject to the force majeure provisions contained in the Purchase Agreement (defined below). The Purchase Agreement shall further describe the delivery schedule for the Product.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **ROSEVILLE, CALIFORNIA**. Prior to final delivery of the Product to Customer, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA shall not deliver the Product until such proof of insurance is provided.

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. **All purchase orders shall be made out to GSFA.** GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms, Payment within 15 Calendar Days of

Contract Signing – Customer shall pay the Grand Total within 15 Calendar Days of Contract Signing to GSFA. It is the responsibility of the Customer to have full payment ready within this timeframe. If payment is late or delivery is delayed pending payment, a daily finance charge of \$150.00 and a daily storage fee of \$50.00 may apply until such payment is received. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo units shall obtain said units.

4. Order Changes – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

6. Cancellation/Termination – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

7. State Sales Tax – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law – This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Bauer", with a stylized flourish at the end.

Jon Bauer

Golden State Fire Apparatus, Inc.

I, _____ authorized representative of **CITY OF ROSEVILLE** agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: _____

TITLE: _____

DATE: _____



COUNCIL COMMUNICATION

CC #: 0945
File #: 0203-09

Title: Utility Technology Equipment - Purchase Order
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to approve a purchase order with CDW Government, LLC for servers, technology equipment and software using National Intergovernmental Purchasing Alliance (National IPA) contract #2018011-01. Staff also requests authority for the City Manager or his or her designee to execute two additional one-year renewals without further Council approval, until City staff determines that continuing with the same vendor is not in the City's best interest, contingent upon Council approval of the budget for each year.

BACKGROUND

The Environmental Utilities Department supports and maintains industrial control systems which provide critical information on the output, status, and conditions of wastewater collection, water distribution, and treatment plant operations. These control systems utilize proprietary and general technology equipment including network routers and switches, desktop computers, servers, and accessories. In order to take advantage of competitive pricing for general technology equipment and related software, the Environmental Utilities Department will be utilizing the following cooperative contract with CDW Government: National IPA contract number 2018011- 01.

FISCAL IMPACT

The total annual cost of the hardware and software purchases will not exceed \$200,000. Funding is included in the Water and Wastewater approved FY2020-21 operating budgets. The total estimated costs for future years are \$200,000 for FY2021-22 and \$200,000 for FY2022-23. Future renewals will be contingent upon approval of the budget each year until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A purchase order for technology equipment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-338

RESOLUTION NO. 20-338

APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE
AND CDW GOVERNMENT, LLC, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a purchase order with CDW Government, LLC, for technology equipment,
has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said purchase order is hereby approved; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to
execute two (2) additional one (1) year renewals without further City Council approval, or until
City staff determine that continuing with the same vendor is not in the City's best interest,
provided that the applicable budget is approved by the City Council each year.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0929
File #: 0800-02

Title: Enterprise Asset Management Consulting Services – Sole Source Contract
Purchase Agreement
Contact: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve contract purchase agreement (3000800) with Sixty Seven Solutions, Inc., for Environmental Utilities (EU) and Electric Departments' operational support of Enterprise Asset Management (EAM) and development of the new integration with Advanced Metering Infrastructure (AMI), and authorize the City Manager to execute it.

BACKGROUND

The City's Enterprise Asset Management (EAM) system provides tracking and maintenance of critical department assets, providing the ability to report on regulatory compliance, work order efficiencies, and cost benefit analysis. The EAM program will complete its final stage of implementation and will transition to an operational support structure. Improvements to EU Water Distribution and Wastewater Collection groups' integration with the City's Geographic Information System (GIS) will continue, as well as critical integration work for the AMI project.

Sixty Seven Solutions has provided specialized expertise in resolving production support issues, improving system performance, and advancing project tasks and goals. Upon approval of this service agreement, Sixty Seven Solutions, Inc., will assist IT and the EAM project team to manage system improvements, including software and integration upgrades, transition to site specific work types, and process efficiencies. Sixty Seven Solutions, Inc., will also assist and train the City to facilitate the support and maintenance of the EAM system for the long term.

FISCAL IMPACT

This contract purchase agreement is not to exceed \$325,000. Funding for this project is included in the Environmental Utilities and Electric FY2020-21 budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a contract purchase agreement for Enterprise Asset Management consulting services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Duke Arakaki, Data Management Administrator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-328

Contract Purchase Agreement

RESOLUTION NO. 20-328

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIXTY SEVEN SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000800) for operational support, administration and implementation of the City's Enterprise Asset Management system, between the City of Roseville and Sixty Seven Solutions, Inc., has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000800

Supplier Details:

Company Sixty Seven Solutions Inc
Contact
Address 6940 Country Court

Granite Bay, CA 95746

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5724
Fax (916) 774-5736
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000800

Agreement	3000800
Agreement Date	20-JUL-2020
Revision	0
Agreement Amount	325,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Sixty Seven Solutions Inc**
6940 Country Court

Granite Bay, CA 95746

Phone: ()
Fax: ()
Email: kevinmwiley@gmail.com

Description of Labor, equipment and/or materials **VENDOR WILL PROVIDE OPERATIONAL SUPPORT, ADMINISTRATION AND IMPLEMENTATION OF THE CITY'S ENTERPRISE ASSET MANAGEMENT SYSTEMS ON AN AS-NEEDED BASIS AS DIRECTED BY THE CITY OF ROSEVILLE ENTERPRISE ASSET MANAGEMENT TEAM IN ACCORDANCE WITH THE ATTACHED SIXTY SEVEN SOLUTIONS, INC. SCOPE OF SERVICES DATED 4/9/2020. ALL WORK MUST BE QUOTED AND APPROVED IN ADVANCE BY DUKE ARAKAKI.**

PLEASE CONTACT DUKE ARAKAKI AT (916)774-5212 OR VIA EMAIL AT DARAKAKI@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS CONTRACT.

START DATE: EXECUTED AGREEMENT
 END DATE: 6/30/21

*Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12942	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			

"Becky" Rebecca Philipp Phone 1-916-774-5724

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City

Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

- c. **Additional Insureds.** Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater
- d. **Cancellation/Modification.** Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. **Umbrella/Excess Insurance.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. **Subconsultants.** Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- g. **Self-Insured Retentions.** All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
- i. **Liability/Remedies.** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other

provisions of this Agreement or law.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
27. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.

Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor

Contract Purchase Agreement 3000800

set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. 26-4005929

DIR Registration No. _____

Check mark the applicable company type below:

 ✓ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.

Information Technology T&C, AB5

REV 3/26/2020 JS

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: _____
General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____
General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____
Professional Liability:
\$1 Million/occurrence

IT Services: X
Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials: _____
Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____
No auto required
No workers' comp required

Professional Counseling/ Psychological: _____
Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics: _____

General Liability:

\$5 Million/occurrence

\$10 Million aggregate

Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier	
Signature:	
Print Name:	KEVIN WILEY
Title:	PRESIDENT

Supplier	
Signature:	
Print Name:	KEVIN WILEY
Title:	CEO

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

SIXTY SEVEN SOLUTIONS

6940 COUNTRY CT, GRANITE BAY, CA 95746

(916) 539-0865



CITY OF ROSEVILLE EAM SUPPORT

April 9, 2020

Scope of Services

Provide operational support, administration and implementations of the city's Enterprise Asset Management systems as directed by the City of Roseville (COR) Enterprise Asset Management Project Management Team (PM Team) for the 20/21 fiscal year of July 1st, 2020 to June 30th, 2021. Systems are defined as all production and non-production hosted and maintained within the city's IT network infrastructure. Specific scope as follows:

1. EAM Support:

- a. Conversion of data from legacy EAM systems to the city's current Maximo EAM system.
- b. Development of interfaces, analytical reports, and alike technology, within the EAM to support the city's business requirements.
- c. Development of customization and configurations within the city's EAM in support of migrating the city's business within the Maximo EAM system.
- d. Provide technical assistance to the PM Team with system migrations, data loading, upgrades and documentation of the city's Maximo EAM.
- e. Evaluate, provide recommendations, and implement IBM Fix Packs, Interim Fixes and upgrades to existing Maximo Add-ons.
- f. Evaluate, provide recommendations, draft documentation and implement changes to improve system performance and align with Maximo system infrastructure best practices.
- g. Evaluate, provide recommendations, draft documentation and implement other Maximo related development efforts as directed by the PM Team.
- h. Provide Maximo support assistance and technical training as needed.

2. AMI Project:

- a. Development of logic to read and process inbound data files pertaining to work orders for AMI meters (water and electric). Estimated effort is 240 hours.
- b. Development of BIRT reports to support the requirements of the AMI meters in the EAM system. Estimated effort is 40 hours.
- c. Enhancements to the existing Advanced Shipping Notification (ASN) bulk upload process for purchase order receiving to support increased data loads. Estimated effort is 60 hours.
- d. Development of new EAM/CIS interfaces to accommodate requirements of new AMI meters. Estimated effort is 120 hours.
- e. Development of API's and error logging for supporting additional AMI requirements including meter type change and inventory considerations. The allocation is not to exceed 200 hours.
- f. Assist in any go-live activities supporting the AMI project and the city's EAM system. Estimated effort is 80 hours.

Compensation

Sixty Seven Solutions, Inc. will be compensated at a rate of \$115 per labor hour. EAM Support not to exceed 2086 hours or \$240,000 in invoiced hours. AMI Project not to exceed 740 hour or \$85,000 in invoice hours. An invoice of services will submitted by Sixty Seven Solutions for the prior month's services. Payment of services will be due within 30 calendar days of the invoice date.



COUNCIL COMMUNICATION

CC #: 0950
File #: 1002-06

Title: Creekview Specific Plan/Blue Oaks Blvd. Extension - Dedicating Public Utility Easements Across City Property
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.9.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following action:

1. Adopt the attached resolution approving the Grant of Easement dedicating public utility easements to the public as described in attached exhibits A & A-1.
2. Authorize the City Manager to execute the Grant of Easement on behalf of the City and any and all documents as may be necessary to effect the recordation and enforcement of this offer.
3. Authorize the City Clerk to accept, on behalf of the public, the Grant of Easement and to execute any and all other documents as may be necessary to effect the recordation and enforcement of this acceptance.
4. Authorize the City Clerk or her designee to record the Grant of Easement and Resolution of Acceptance, and any other necessary and related documents, at the Recorder's office of Placer County.

BACKGROUND

Pacific Gas and Electric (PG&E) has requested that the City dedicate public utility easements adjacent to and across the recently constructed segments of the westerly extension of Blue Oaks Blvd. and Westpark Drive that are located on City-owned property. Typically, when a public road is being constructed on privately owned property, the City requires that the landowner/developer dedicate right of way for the road along with public utility easements located next to the road. However, on City-owned property, right of way and public utility easements are not required since the land is owned by the City (the public) and therefore governs its use. PG&E has recently changed their company construction policy and will only install their facilities within existing public utility easements, or public utility easements that have been accepted by the public. Currently, there are no existing public utility easements located adjacent to the newly constructed segments of Blue Oaks Blvd. or Westpark Drive that were constructed on the City-owned property where

PG&E has planned to install and operate their gas facilities to serve the Creekview development and other developments within western Roseville.

Staff has considered PG&E's request and is recommending that the City dedicate public utility easements across the City-owned property which would allow PG&E to install and maintain their gas line facilities serving the Creekview development as well as other developments located in western Roseville. These public utility easements are also nonexclusive which would allow other public utilities to utilize the easement areas.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

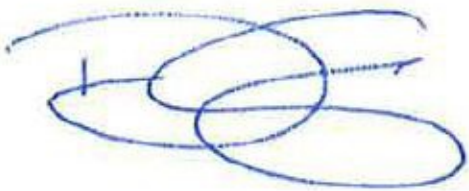
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Dedication of easements for policy consistency meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a horizontal line extending to the right.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-329

Grant of Public Utility Easement

RESOLUTION NO. 20-329

APPROVING A GRANT OF A PUBLIC UTILITY EASEMENT, BY THE CITY OF ROSEVILLE TO THE PUBLIC, AUTHORIZING THE CITY MANAGER TO EXECUTE IT, AND THE CITY CLERK TO ACCEPT IT ON BEHALF OF THE PUBLIC

WHEREAS, Pacific Gas and Electric (PG&E) has requested that the City dedicate public utility easements adjacent to and across the recently constructed segments of the westerly extension of Blue Oaks Blvd. and Westpark Drive that are located on City owned property; and

WHEREAS, staff has considered PG&E's request and is recommending that the City dedicate public utility easements across the City owned property which would allow PG&E to install and maintain their gas line facilities serving the Creekview development as well as other developments located in western Roseville.

WHEREAS, the Public Utility Easement, by the City of Roseville to the Public, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Grant of Public Utility Easement is hereby approved and that the City Manager is authorized to execute it and any and all documents as may be necessary to effect the recordation and enforcement of this offer on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to accept, on behalf of the public, the Grant of Public Utility Easement and is further directed to execute any and all other documents as may be necessary to effect the recordation and enforcement of this acceptance.

BE IT FURTHER RESOLVED that the City Clerk or her designee is directed to record the Grant of Easement and Resolution of Acceptance, and any other necessary and related documents, at the Recorder's office of Placer County.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

**RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO AND MAIL TAX
STATEMENTS TO:**

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Gov't Code § 27383

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF PUBLIC UTILITY EASEMENT

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX IS \$0.00 CITY TRANSFER TAX IS \$0.00

This conveyance is exempt from the documentary transfer tax since a governmental agency is already possessed with real property interest, R & T 11922, and is granting an interest therein to the Public.

For valuable consideration, the receipt of which is hereby acknowledged, the City of Roseville, a municipal corporation, as the undersigned GRANTOR, hereby grants to the Public, by the authority described in Exhibit "B" attached hereto and incorporated herein by reference: a non-exclusive easement for Public Utility Purposes (P.U.E.)—but in no event shall any use within the P.U.E. area interfere with, without the advance permission of the City Engineer, the use of the subject real property for right of way, road, street, or other public improvements—for the installation and maintenance of any and all utility service facilities including but not limited to poles, wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary and water services, and any and all appurtenances pertaining thereto together with the right to trim and remove trees and vegetation, and is to be kept open and free of buildings, structures and wells of any kind, over, on, under and across all that real property situated in the City of Roseville, County of Placer, State of California, bounded and described as follows:

See Exhibit "A" (legal description), attached hereto and incorporated herein by reference.

See Exhibit "A-1" (map), attached hereto and incorporated herein by reference.

(Any and all interest in the property conveyed by grantor to the Public pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

[Signature Next Page]

Dated this _____ day of _____, 20__.

City of Roseville,
a Municipal Corporation

NAME: _____
Dominick Casey

TITLE: City Manager

(Notarization Required)

EXHIBIT "A"
DESCRIPTION OF PUBLIC UTILITY EASEMENT

All that real property situated in the City of Roseville, County of Placer, State of California located within Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, also being a part of the lands of the City of Roseville, as described in Document No. 1999-0081607 recorded September 14, 1999, Official Records of Placer County and Document No. 2000-0004008 recorded January 28, 2000, Official Records of Placer County and being more particularly described as follows:

Commencing at the northeast corner of said Section 23, thence along the north line of said Section 23, South 89°30'20" West a distance of 568.92 feet to the True Point of Beginning and a point of curvature; thence from the **TRUE POINT OF BEGINNING** and leaving said north line, from a radial line which bears North 13°16'23" East, 615.56 feet along the arc of a non-tangent 2100.00 foot radius curve to the right through a central angle of 16°47'41" subtended by a chord that bears South 68°19'47" East a distance of 613.36 feet to the easterly line of that parcel described in said Document No. 1999-0081607; thence along said easterly line South 00°16'29" East a distance of 235.48 feet; thence leaving said easterly line for the following nine (9) arcs, courses, and distances:

1. North 57°39'50" West a distance of 43.78 feet to a point of curvature;
2. 772.22 feet along the arc of a tangent 1900.00 foot radius curve to the left through a central angle of 23°17'12" subtended by a chord that bears North 69°18'26" West a distance of 766.91 feet;
3. South 07°34'18" West a distance of 32.31 feet to a point of curvature;
4. 159.10 feet along the arc of a tangent 451.00 foot radius curve to the left through a central angle of 20°12'43" subtended by a chord that bears South 02°32'03" East a distance of 158.27 feet;
5. South 12°38'25" East a distance of 588.72 feet to a point of curvature;
6. 114.54 feet along the arc of a tangent 671.00 foot radius curve to the left through a central angle of 09°46'48" subtended by a chord that bears South 17°31'49" East a distance of 114.40 feet;
7. South 17°38'03" East a distance of 28.69 feet to a point of curvature;
8. from a radial line which bears South 65°08'56" West, 208.13 feet along the arc of a non-tangent 674.00 foot radius curve to the left through a central angle of 17°41'33" subtended by a chord that bears South 33°41'50" East a distance of 207.30 feet; and
9. South 42°32'37" East a distance of 110.16 feet to the southerly line of Parcel 3 as described in said Document No. 2000-004008;

thence along said southerly line South 89°32'46" West a distance of 123.97 feet; thence leaving said southerly line for the following nine (9) arcs, courses and distances:

1. North 42°32'37" West a distance of 27.06 feet to a point of curvature;
2. 237.32 feet along the arc of a tangent 766.00 foot radius curve to the right through a central angle of 17°45'05" subtended by a chord that bears North 33°40'05" West a distance of 236.37 feet;
3. North 29°03'54" West a distance of 31.60 feet to a point of curvature;

4. from a radial line which bears South $67^{\circ}33'22''$ West, 131.58 feet along the arc of a non-tangent 769.00 foot radius curve to the right through a central angle of $09^{\circ}48'13''$ subtended by a chord that bears North $17^{\circ}32'31''$ West a distance of 131.42 feet;
5. North $12^{\circ}38'25''$ West a distance of 588.72 feet to a point of curvature;
6. 193.67 feet along the arc of a tangent 549.00 foot radius curve to the right through a central angle of $20^{\circ}12'43''$ subtended by a chord that bears North $02^{\circ}32'03''$ West a distance of 192.67 feet;
7. North $07^{\circ}34'18''$ East a distance of 32.31 feet to a point of curvature;
8. from a radial line which bears North $06^{\circ}05'38''$ East, 81.47 feet along the arc of a non-tangent 1900.00 foot radius curve to the left through a central angle of $02^{\circ}27'24''$ subtended by a chord that bears North $85^{\circ}08'04''$ West a distance of 81.46 feet; and
9. North $86^{\circ}21'46''$ West a distance of 60.12 feet to the westerly line of Parcel 2 as described in said Document No. 2000-004008;

thence along said westerly line North $00^{\circ}16'30''$ West a distance of 140.27 feet to the north line of said Section 23; thence along said north line, North $89^{\circ}30'20''$ East a distance of 422.29 feet; to the **True Point of Beginning**.

Containing 7.211 acres of land, more or less.

See "Exhibit A-1", plat to accompany descriptions attached hereto and made a part hereof.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Paul Ferguson

Paul Ferguson Jr., PLS 9265

License Expiration Date: 03-31-2022

Date: 7-17-2020

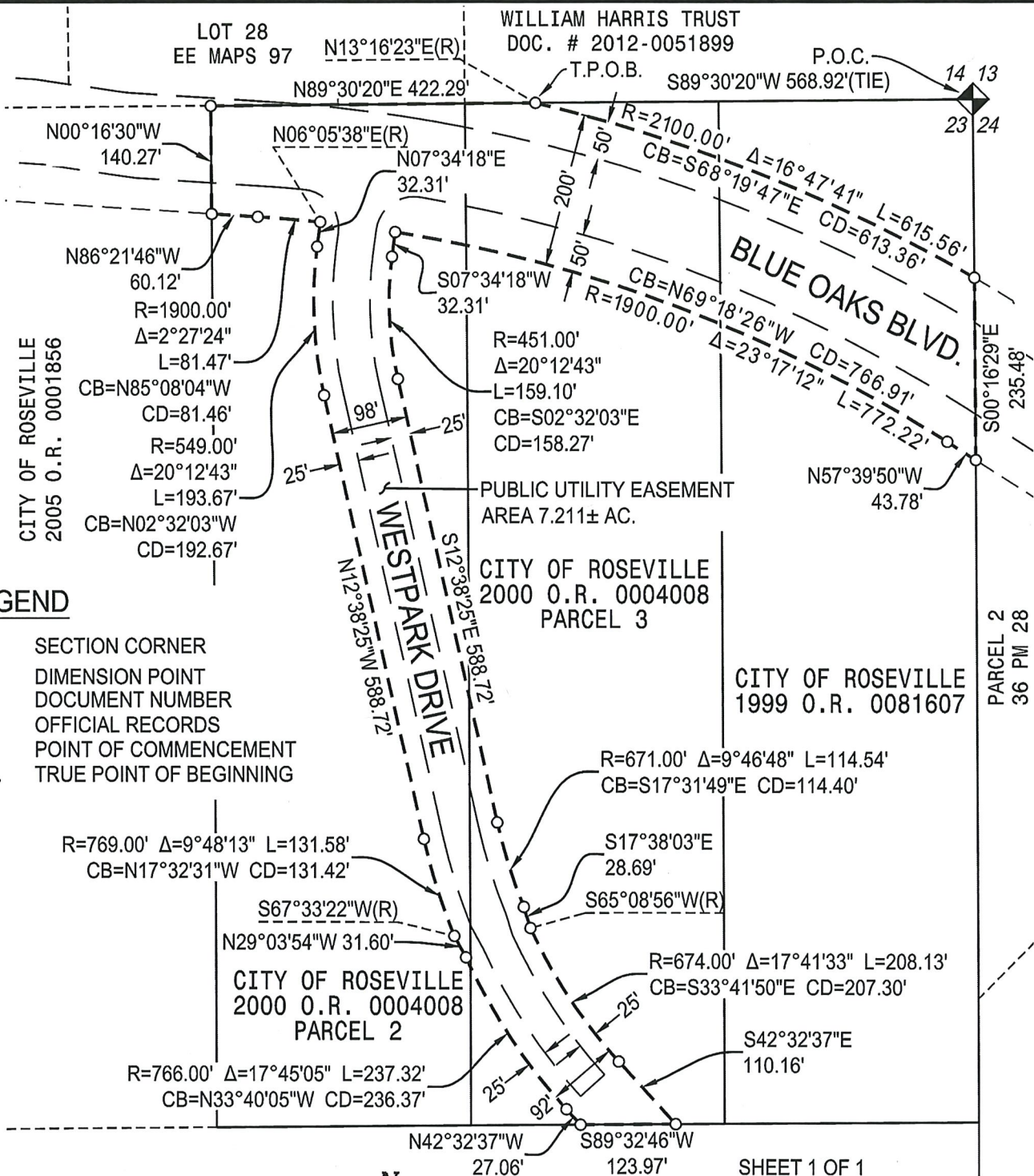


Description prepared by:

MACKAY & SOMPS CIVIL ENGINEERS, INC

1552 Eureka Road, Suite 100, Roseville, CA 95661

P:\18431\survey-MS\mapping\desc\CITY PUE\CITY PUE.docx



IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

EXHIBIT "A-1"

PUBLIC UTILITY EASEMENT

CITY OF ROSEVILLE

SECTION 23, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE

COUNTY OF PLACER STATE OF CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS

1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

BWB	1" = 200'	07/09/20	18431.00
DRAWN BY	SCALE	DATE	JOB NO.



COUNCIL COMMUNICATION

CC #: 0940
File #: 1002-05

Title: Campus Oaks Apartments 2 - Temporary Right of Entry and Use Agreement
Contact: Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.10.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following action:

1. Adopt the attached resolution to approve the Temporary Right of Entry and Use Agreement for Campus Oaks Apartments 2 LP to utilize Lot 6 as described in attached Exhibit A and depicted on Exhibit B as a staging area throughout the Phase 2 Apartment project construction and authorize the City Manager to execute the Temporary Right of Entry and Use Agreement on behalf of the City.

BACKGROUND

Campus Oaks Apartments 2 LP, the developer of the Campus Oaks Apartments located at 350 Roseville Parkway in Roseville, has requested that they be allowed to utilize the adjacent future fire station property for construction staging and to house their construction trailer. The Campus Oaks Apartment project is a mixed-income community providing 45 units for affordable housing to individuals and/or families with incomes at or below 50% of the area median income. Staff has determined that providing additional affordable housing within the City is a benefit that should be facilitated. Therefore, staff has prepared a Temporary Right of Entry and Use Agreement for the City and developer to enter into.

On December 16, 2015, the City approved the Large Lot Final Map of Campus Oaks and it was subsequently recorded on December 23, 2015, in Book DD of Maps, Page DD in the office of the Recorder of Placer County. On the final map, Lot 6 was irrevocably offered in fee to the City as a site for a future public fire station and the City rejected the offer, but reserved the right to accept it at a later date. On August 5th, 2020, per Resolution 20-320, City Council accepted in fee the irrevocable offer of Lot 6, the future site of the Campus Oaks Fire Station.

Staff has determined that it would benefit the City to execute the Temporary Right of Entry and Use Agreement in order to facilitate the completion of the Campus Oaks Apartment project, thereby providing additional affordable housing within the City. It would also allow the construction staging and trailer to be relocated to the fire station parcel, making available the area on the

apartment site where the Campus Parkway road is to be constructed. Both the apartment complex and the neighboring residential subdivision, Campus Oaks Village CO-04, could then utilize this road. Any concerns regarding the City's maintenance costs are addressed in the Temporary Right of Entry and Use Agreement, requiring the developer to maintain the property until the City is ready to build the fire station, and also to return the site to its original condition. Therefore, staff recommends that the City execute the Temporary Right of Entry and Use Agreement.

FISCAL IMPACT

Approval of the agreement will not result in a fiscal impact to the City. The private developer, Campus Oaks Apartments 2 LP, is responsible for all costs incurred by the City from this agreement.

ENVIRONMENTAL REVIEW

Council approval of the resolution executing the Temporary Right of Entry and Use Agreement is an action that is not subject to CEQA. Regardless, project level CEQA compliance was accomplished with the preparation of the Hewlett Packard Master Plan EIR, adopted in 2015 (SCH#95112022), and subsequent CEQA addendums for the Hewlett Packard Campus Oaks Master Plan. Because the action is independent of the project evaluated in the previously certified and adopted CEQA documents, no new affects would be expected and all applicable mitigation measures from the CEQA documents will be implemented. As such, no additional CEQA action is required.

Respectfully Submitted,

Jeffrey Hendrix, Associate Engineer

Mike Isom, Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal stroke at the end.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-334

Temporary Right of Entry and Use Agreement

RESOLUTION NO. 20-334

APPROVING A TEMPORARY RIGHT OF ENTRY AND USE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAMPUS OAKS APARTMENTS 2 LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Temporary Right of Entry and Use Agreement to utilize Lot 6 as a staging area throughout the Phase 2 Apartment project construction, by and between Campus Oaks Apartments 2, LP and the City of Roseville, has been reviewed by City Council; and

THEREFORE BE IT RESOLVED by the City Council of the City of Roseville that the Temporary Right of Entry and Use Agreement to utilize Lot 6 as a staging area throughout the Phase 2 Apartment project construction is hereby approved and the City Manager is authorized to execute it.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

TEMPORARY RIGHT OF ENTRY AND USE AGREEMENT

This Temporary Right of Entry and Use Agreement (“Agreement”) is entered into by and between Campus Oaks Apartments 2 LP (“Project Proponent”) and the City of Roseville (“City”) on _____, 2020.

1. **Purpose.** Project Proponent owns the real property (“Proponent’s Property”) in the City of Roseville, California, on which it is building a mixed-income apartment community, including 45 units dedicated to individuals and/or families with incomes at or below 50% of the area median income for a period of 55 years. City owns that certain parcel of real property adjacent to the Proponent’s Property, which is commonly known as 7951 Painted Desert Drive, Roseville, CA 95747 and legally described in Exhibit “A” and depicted in Exhibit “B” (the “City Property”) attached hereto and incorporated fully herein by reference. Project Proponent desires, for itself and its contractors, the right to enter upon the City Property for the purpose of facilitating the construction being undertaken on Proponent’s Property, including construction staging and housing a construction trailer and such other activities as are reasonably appropriate in connection with such purpose (the “Approved Purpose”).

2. **Entry.** City hereby grants Project Proponent and its contractors permission to enter upon and use the City Property, as may be reasonably necessary in order to facilitate the Approved Purpose. Such right of entry shall be subject to the terms and conditions stated herein.

3. **Terms and Conditions.** Project Proponent shall comply with the following:

a. Be solely responsible for all of the costs of any work it does on the City Property including, but not limited to, permits, inspections and utilities required for so long as Project Proponent is permitted by City to use the City Property.

b. All work on the City Property must comply with all federal, state, and local laws, the City’s Construction Standards, and approved plans. Copies of the City’s Construction Standards are available on-line at www.roseville.ca.us.

c. Repair any damage to the City Property caused by Project Proponent or its contractors, subcontractors, materialmen, employees, and agents, to City’s reasonable satisfaction.

d. Take all appropriate safety measures to protect public safety shall be undertaken during Project Proponent’s use and/or access and maintenance of the City Property, including erecting a construction fence.

e. Be solely responsible for, including any costs related thereto, maintaining the City Property, to the City’s reasonable satisfaction, until such time—as determined by the City in its sole discretion—that the City is ready to build a fire station on the City Property. This maintenance obligation shall continue and survive after the conclusion of Project Proponent’s Approved Purpose, should that occur prior to the expiration or termination of this Agreement; and maintenance includes, but is not limited to, as determined by the City in its sole discretion, at all times keeping the City Property free of garbage and debris and mowing weeds and plant material for fire mitigation purposes.

f. Within thirty (30) days of expiration or termination of this Agreement, Project Proponent shall have removed from City Property all equipment, construction equipment, tools, building materials, any trash, and other debris, and return the City Property back to City in the same condition that existed immediately prior to the execution of this agreement as to be determined by the City in its sole, but reasonable, determination.

4. **In Effect and Termination.** City may terminate this Agreement at any time by giving Project Proponent ten (10) days advance written notice from the City Engineer. Notwithstanding, this Agreement shall expire upon written notice by the City Engineer that the obligations contained herein have been satisfied, in a notice that includes and states, “**SATISFACTION OF ENTRY AND USE AGREEMENT.**”

5. **Insurance.** Project Proponent agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers’ Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit

a. Form. Project Proponent shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management.

b. Additional Insureds. Project Proponent shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers’ Compensation. Such insurance shall specifically cover the contractual liability of Project Proponent. The additional insured coverage under the Project Proponent’s policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY’s insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. Project Proponent shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. Project Proponent agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work.

Furthermore, Project Proponent shall require its subcontractors to agree to be bound to Project Proponent and CITY in the same manner and to the same extent as Project Proponent is bound to CITY under this Agreement. Additionally, Project Proponent shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. Project Proponent hereby agrees to waive subrogation which any insurer of Project Proponent may acquire from Project Proponent by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by Project Proponent, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Project Proponent of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. **Indemnification**. To the fullest extent allowed by law, Project Proponent shall defend, indemnify, and save and hold harmless City, its officers, elected and appointed officials, employees, City personnel, agents, volunteers, and contractors from any and all claims, suits or actions of every name, kind and description, and any and all claims or liability arising out of this Agreement and/or arising out of Project Proponent's Approved Purpose and by Project Proponent or its contractors, subcontractors, materialmen, employees, agents subcontractors, and/or any other person(s), except those matters arising from City's sole negligence or willful misconduct. This provision is expressly

intended to include any claims or liability arising out of any demand made or requirements imposed by any governmental agency, with respect to this Agreement. The parties intend that this provision shall be broadly construed.

Project Proponent shall defend, hold harmless, and indemnify the City from any and all third party encumbrances and/or liens or stop payment notices against the City Property arising out of its temporary right of entry and use, including any claim or liability in any way connected with the failure of Project Proponent to pay any of its contractors or subcontractors. Project Proponent shall have no right to encumber or bind City Property in any way and its only right related to City Property is strictly limited to temporary access and use as described herein.

Project Proponent's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

7. **Counterparts.** This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same instrument.

8. **Assignment.** Project Proponent shall not assign this Agreement or otherwise attempt to sublet or allow any other person or party access or use of City Property not contemplated herein.

9. **Venue; Governing Law.** Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **Modification.** This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

11. **Severability.** If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

12. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, or by electronic mail if consented to by both parties, addressed as follows:

CITY OF ROSEVILLE

City of Roseville
Attention: City Engineer
311 Vernon Street
Roseville, California 95678-9990

PROJECT PROPONENT

Campus Oaks Apartments 2 LP
1949 ST JOHNS AVE STE 200
HIGHLAND PARK, IL 60035

Either party may amend its address for notice by giving notice to the other party in writing.

13. **Integrated Agreement.** This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Temporary Right of Entry and Use Agreement in duplicate by its City Manager, and Project Proponent has caused this Temporary Right of Entry and Use Agreement to be duly executed.

CITY OF ROSEVILLE,
a municipal corporation:

BY: _____
Name: _____
City Manager

ATTEST:

BY: _____
Name: _____
City Clerk

APPROVED AS TO FORM:

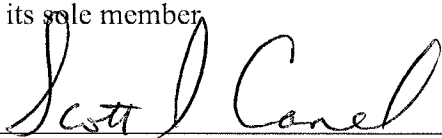
BY: _____
Name: _____
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Name: _____
Development Services Director

PROJECT PROPONENT:
CAMPUS OAKS APARTMENTS 2 LP,
an Illinois limited partnership

By: Campus Oaks Admin 2 GP LLC,
its Administrative General Partner
By: The Scott I. Canel 2011 Family Trust,
its sole member

BY: 
Scott I. Canel, Trustee

By: CERC of Wisconsin Holdings 2 LLC,
its Managing General Partner
By: Community Economic Redevelopment
Corporation of Wisconsin, its sole member

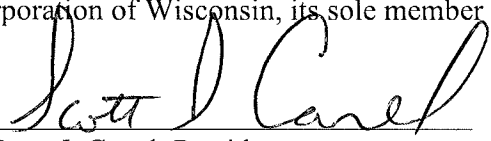
BY: 
Scott I. Canel, President

Exhibit "A"

Legal Description of the Campus Oaks Fire Station Parcel

All that certain real property situated in the City of Roseville, County of Placer, State of California, situated in Section 20, Township 11 North, Range 6 East, Mount Diablo Meridian, more particularly described as follows:

ALL OF LOT 6, AS SAID LOT 6 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "LARGE LOT FINAL MAP CAMPUS OAKS SUBDIVISION NO. PL14-0373" AND FILED FOR RECORD ON DECEMBER 23, 2015, IN BOOK DD OF MAPS AT PAGE 47, PLACER COUNTY RECORDS.

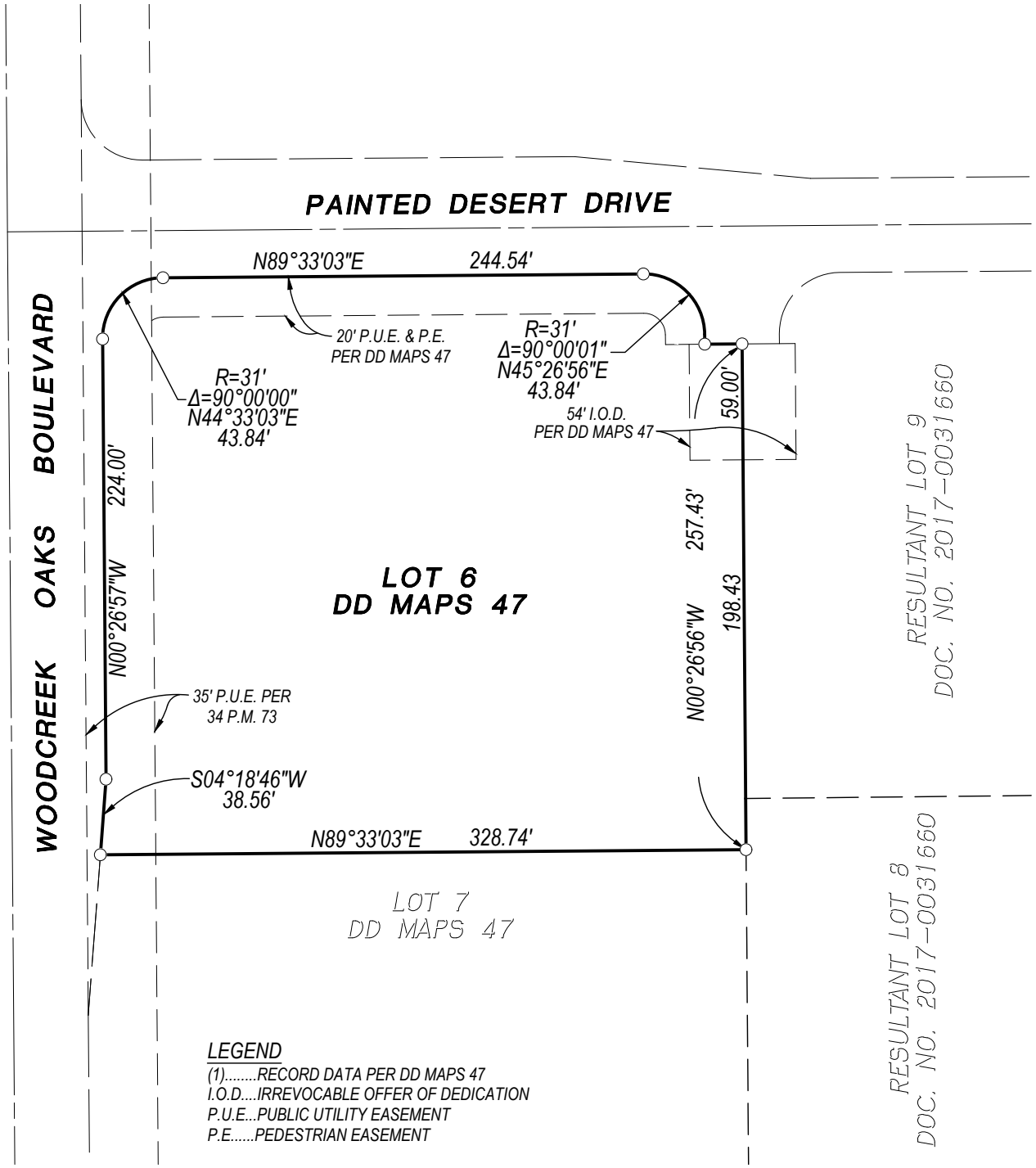


EXHIBIT "B"

PROPERTY EXHIBIT

IRREVOCABLE OFFER OF DEDICATION

LOT 6 OF CAMPUS OAKS LARGE LOT FINAL MAP



COUNCIL COMMUNICATION

CC #: 0949

File #: 0323

Title: Downtown Roseville Security Services - Professional Services Agreement Amendment

Contact: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

Meeting Date: 8/19/2020

Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve a first amendment to professional services agreement with Universal Protection Service, LP dba Allied Universal Security Services, and authorize the City Manager to execute it. Additionally, staff requests authority for the City Manager or his designee to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Police Department issued a request for proposals on July 8, 2019. Following the RFP process, the Police Department reviewed proposals provided by private security contractors and selected First Alarm Security & Patrol, Inc. dba First Security Services as the contractor for this project. During the course of the original professional services agreement, First Alarm Security & Patrol, Inc. dba First Security Services changed ownership and is now Universal Protection Service, LP dba Allied Universal Security Services.

The Police Department is requesting continued assistance of private security patrols in the Downtown and Historic Old Town areas to assist in providing public safety. The intent of the private security contractor is to provide a consistent presence and to be responsible for tasks that may not require the response of a Police Officer to handle. The request for proposals outlined private security assistance with the specific scope of services as noted below from the RFP:

The City of Roseville requires mobile armed security patrols to assist in the Downtown Vernon Street corridor and Historic Old Town Roseville District. Areas of patrol to include the Downtown District, the Historic District, Downtown Roseville Partnership membership properties, and City facilities to include public property, 311 Vernon St. (Civic Center and Town Square), 316 Vernon St. (City Offices), Civic Center Parking Garage, Oak Street Parking Garage, and 225 Taylor St. (Downtown Library). Detailed map of scope of service area included as Attachment C. The

contracted patrol area does not include any private property of the Union Pacific Railroad which falls inside of the scope of service area included on the attachment.

Patrol hours are from 9:00 AM to 9:00 PM seven (7) days per week. Contractors shall patrol the areas listed in Attachment #1 continuously during the patrol period. Typical duties of the security patrols include, but are not limited to, the following:

1. Conduct uniformed visible {vehicle and foot} patrol of area for crime prevention and deterrence;
2. Respond to emergency situations observed while on patrol and notify appropriate City personnel;
3. Investigate unusual or suspicious conditions, including potential safety hazards;
4. Discourage trespassing on both public and private property;
5. Report observed criminal activity;
6. Question suspicious individuals;
7. Issue trespassing notices and/or city park exclusion notices as necessary;
8. Conduct on-street parking enforcement, either with a manual or electronic process for identifying violations and issuing warnings or citations;
9. Meet and work with local business owners in the Downtown District and in the Historic District to address security concerns to include attendance at the monthly Downtown Roseville Partnership meetings hosted by the downtown business owners;
10. Respond to complaints and security issues of local business owners in the Downtown District and in the Historic District;
11. Respond to up to fifty (50) calls for complaint service outside of regularly scheduled hours as needed and specified;
12. Provide weekly reports on activities to the Roseville Police Department;
13. Monitor admittance of personnel and authorized visitors to City facilities during specified meetings, specifically to include operating magnetometers at Civic Center entrance for Council Chambers during City Council Meetings (typically two Wednesday evenings per month);
14. Provide security presence at specified events on an as-needed basis for special events hosted by the City;
15. Other security related duties as may be required by the City.

Staff is seeking approval to renew these services for an additional year, as well as three (3) optional one (1) year renewals, pending budget approval each year.

FISCAL IMPACT

Funds for this amendment are included in the FY2020-21 Police Department budget. Funding for future years will be contingent upon council approval for each of the optional renewal years. Costs for FY2020-21 are \$164,746.44. Projected costs for FY2021-22 are 168,988.04; FY2022-23 are 175,404.36; and FY2023-24 are \$181,039.08.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of an amendment to a professional services agreement for security services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Troy Bergstrom, Police Captain

Jim Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-342

signed amendment

RESOLUTION NO. 20-342

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for Downtown Roseville security services, by and between the City of Roseville and Universal Protection Service, LP dba Allied Universal Security Services, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Downtown Roseville Security Patrol

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 7th day of _August_, 2020, by and between the City of Roseville, a municipal corporation ("CITY"), and Universal Protection Service, LP dba Allied Universal Security Services, a California limited partnership, formerly known as First Alarm Security & Patrol, Inc. dba First Security Services ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated August 21, 2019 ("Agreement") regarding Downtown Roseville Security Patrol ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's original proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay one hundred sixty-four thousand, seven hundred forty-six dollars and forty-four cents (\$164,746.44). This brings the total not to exceed contract amount to three hundred nineteen thousand, seven hundred fifty-seven dollars and twenty-four cents (\$319,757.24).”

2. Section 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.”

3. Section 11 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT

provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement."

4. Section 19 of the Agreement is amended by replacing the original paragraph with the following:

"Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Scott Blynn, Police Lieutenant
1051 Junction Boulevard
Roseville, CA 95678

CONSULTANT

Kavin V. Francis, Sr. Client Mgr.
8950 Cal Center Drive, Ste. 115
Sacramento, CA 95826

Either party may amend its address for notice by giving notice to the other party in writing."

5. Section 21 is added to the Agreement, and incorporated herein by reference, to read as follows:

"21. Term. The term of this Agreement shall commence upon execution and expire on August 19, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional three (3) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement."

6. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20 __, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

UNIVERSAL PROTECTION SERVICES,
LP dba ALLIED UNIVERSAL SECURITY
SERVICES, a California limited partnership

BY: _____
DOMINICK CASEY
City Manager

BY: Lawrence B. Reid
its: _Regional Vice President_____

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: [Signature]
its: _General Manager_____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: [Signature]
JIM MACCOUN
Police Chief
ACTING CHIEF FOR
CHIEF MACCOUN

EXHIBIT “A”



Annual Cost Projection Worksheet

CLIENT COMPANY: City of Roseville
 PROPERTY NAME:
 DATE PREPARED: 8/5/2020

EFFECTIVE DATE: 8/20/2020

SECTION 1: CONTRACT HOURS

POSITION	WEEKLY HOURS	WAGE RATE	BILL RATE	OT/HOLIDAY WAGE RATE	OT/HOLIDAY BILL RATE	WEEKLY BILLING	ANNUAL BILLING
Armed Patrol Officer	84	\$ 19.00	\$ 33.17	\$ 28.50	\$ 49.76	\$ 2,786.28	\$ 144,886.56
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	84					\$ 2,786.28	\$ 144,886.56

SECTION 2: TECHNOLOGY

ITEMS	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
INCIDENT REPORTING/MANAGEMENT SYSTEM	0	\$ -	\$ -	\$ -	INCLUDED (CyCop)
LEARNING MANAGEMENT SYSTEM FOR TRAINING	0	\$ -	\$ -	\$ -	INCLUDED (Online Web-Based LMS)
WORKFORCE MANAGEMENT SOFTWARE	0	\$ -	\$ -	\$ -	INCLUDED (WinTeam)
DESKTOP COMPUTER	0	\$ -	\$ -	\$ -	INCLUDED
RADIOS WITH CHARGERS	0	\$ -	\$ -	\$ -	N/A
TABLET WITH WIRELESS CONNECTIVITY	0	\$ -	\$ -	\$ -	N/A
GPS ENABLED SMART PHONE WITH CYCOP LICENSE	0	\$ -	\$ -	\$ -	INCLUDED
SMART PHONE	1	\$ 199.00	\$ 199.00	\$ 2,388.00	Account Supervisor
TOTALS:	1		\$ 199.00	\$ 2,388.00	

SECTION 3: HEALTHCARE

HEALTHCARE PROVIDER	PROJECTED # OF ENROLLEES	PREMIUM PER ENROLLEE	MONTHLY BILLING	ANNUAL BILLING	NOTES
HEALTHCARE PROVIDER USED VARIES BY STATE/PLAN	0	\$ -	\$ -	\$ -	Billed as Incurred
TOTALS:	0	\$ -	\$ -	\$ -	Estimates based on anticipated participation factors

SECTION 4: ADDITIONAL BENEFITS

BENEFIT	MONTHLY BILLING	ANNUAL BILLING	NOTES
VACATION/ANNIVERSARY BONUS	\$ 40.00	\$ 480.00	INCLUDED
SICK PAY	\$ 24.00	\$ 288.00	Billed as Incurred (CA sick pay law)
TOTALS:	\$ 64.00	\$ 768.00	Estimates based on typical and anticipated participation factors

SECTION 5: VEHICLES

VEHICLE TYPE	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
PATROL VEHICLE	1	\$ 969.75	\$ 969.75	\$ 11,637.00	N/A
GOLF CART	0	\$ -	\$ -	\$ -	
BICYCLE	0	\$ -	\$ -	\$ -	N/A
TOTALS:	1	\$ 969.75	\$ 969.75	\$ 11,637.00	

SECTION 6: TRAINING

TRAINING TYPE	MONTHLY BILLING	ANNUAL BILLING	NOTES
PRE-ASSIGNMENT/BASIC TRAINING	\$ -	\$ -	INCLUDED
CPR, FIRST AID, & AED TRAINING	\$ -	\$ -	WITHIN 90 DAYS OF EMPLOYMENT
CONTINUING/OTHER EDUCATION	\$ -	\$ -	INCLUDED
TOTALS:	\$ -	\$ -	

SECTION 7: UNIFORMS, EQUIPMENT AND OTHER

ITEM	MONTHLY BILLING	ANNUAL BILLING	NOTES
UNIFORMS & ACCESSORIES	\$ -	\$ -	INCLUDED AT NO COST TO EMPLOYEE
BASIC OFFICE SUPPLIES	\$ -	\$ -	INCLUDED
DRUG TESTING/PRE-EMPLOYMENT SCREENING	\$ -	\$ -	INCLUDED
PEPPER SPRAY/HANDCUFFS/BATONS	\$ -	\$ -	N/A
TOTALS:	\$ -	\$ -	

TOTAL PROJECTED COST:		WEEKLY	MONTHLY	ANNUAL
		\$ 3,070.76	\$ 13,306.63	\$ 159,679.56
				\$ -
			Total	\$ 159,679.56

NOTE: Not included are Holiday /Extra Coverage Costs, Special Event Coverage, Off-Duty Police Coverage, Rent Expenses, and any other expenses not shown above.

Should these items be required, the cost will be budgeted/added separately.



Annual Cost Projection Worksheet

CLIENT COMPANY: City of Roseville
 PROPERTY NAME:
 DATE PREPARED: 8/5/2020

EFFECTIVE DATE: 8/20/2021

SECTION 1: CONTRACT HOURS

POSITION	WEEKLY HOURS	WAGE RATE	BILL RATE	OT/HOLIDAY WAGE RATE	OT/HOLIDAY BILL RATE	WEEKLY BILLING	ANNUAL BILLING
Armed Patrol Officer	84	\$ 19.50	\$ 34.33	\$ 29.25	\$ 51.50	\$ 2,883.72	\$ 149,953.44
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	84					\$ 2,883.72	\$ 149,953.44

SECTION 2: TECHNOLOGY

ITEMS	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
INCIDENT REPORTING/MANAGEMENT SYSTEM	0	\$ -	\$ -	\$ -	INCLUDED (CyCop)
LEARNING MANAGEMENT SYSTEM FOR TRAINING	0	\$ -	\$ -	\$ -	INCLUDED (Online Web-Based LMS)
WORKFORCE MANAGEMENT SOFTWARE	0	\$ -	\$ -	\$ -	INCLUDED (WinTeam)
DESKTOP COMPUTER	0	\$ -	\$ -	\$ -	INCLUDED
RADIOS WITH CHARGERS	0	\$ -	\$ -	\$ -	N/A
TABLET WITH WIRELESS CONNECTIVITY	0	\$ -	\$ -	\$ -	N/A
GPS ENABLED SMART PHONE WITH CYCOP LICENSE	0	\$ -	\$ -	\$ -	INCLUDED
SMART PHONE	1	\$ 199.00	\$ 199.00	\$ 2,388.00	Account Supervisor
TOTALS:	1		\$ 199.00	\$ 2,388.00	

SECTION 3: HEALTHCARE

HEALTHCARE PROVIDER	PROJECTED # OF ENROLLEES	PREMIUM PER ENROLLEE	MONTHLY BILLING	ANNUAL BILLING	NOTES
HEALTHCARE PROVIDER USED VARIES BY STATE/PLAN	0	\$ -	\$ -	\$ -	Billed as Incurred
TOTALS:	0	\$ -	\$ -	\$ -	Estimates based on anticipated participation factors

SECTION 4: ADDITIONAL BENEFITS

BENEFIT	MONTHLY BILLING	ANNUAL BILLING	NOTES
VACATION/ANNIVERSARY BONUS	\$ 40.00	\$ 480.00	INCLUDED
SICK PAY	\$ 24.00	\$ 288.00	Billed as Incurred (CA sick pay law)
TOTALS:	\$ 64.00	\$ 768.00	Estimates based on typical and anticipated participation factors

SECTION 5: VEHICLES

VEHICLE TYPE	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
PATROL VEHICLE	1	\$ 969.75	\$ 969.75	\$ 11,637.00	N/A
GOLF CART	0	\$ -	\$ -	\$ -	
BICYCLE	0	\$ -	\$ -	\$ -	N/A
TOTALS:	1	\$ 969.75	\$ 969.75	\$ 11,637.00	

SECTION 6: TRAINING

TRAINING TYPE	MONTHLY BILLING	ANNUAL BILLING	NOTES
PRE-ASSIGNMENT/BASIC TRAINING	\$ -	\$ -	INCLUDED
CPR, FIRST AID, & AED TRAINING	\$ -	\$ -	WITHIN 90 DAYS OF EMPLOYMENT
CONTINUING/OTHER EDUCATION	\$ -	\$ -	INCLUDED
TOTALS:	\$ -	\$ -	

SECTION 7: UNIFORMS, EQUIPMENT AND OTHER

ITEM	MONTHLY BILLING	ANNUAL BILLING	NOTES
UNIFORMS & ACCESSORIES	\$ -	\$ -	INCLUDED AT NO COST TO EMPLOYEE
BASIC OFFICE SUPPLIES	\$ -	\$ -	INCLUDED
DRUG TESTING/PRE-EMPLOYMENT SCREENING	\$ -	\$ -	INCLUDED
PEPPER SPRAY/HANDCUFFS/BATONS	\$ -	\$ -	N/A
TOTALS:	\$ -	\$ -	

TOTAL PROJECTED COST:		WEEKLY	MONTHLY	ANNUAL
		\$ 3,168.20	\$ 13,728.87	\$ 164,746.44
				\$ -
				Total \$ 164,746.44

NOTE: Not included are Holiday /Extra Coverage Costs, Special Event Coverage, Off-Duty Police Coverage, Rent Expenses, and any other expenses not shown above.



Annual Cost Projection Worksheet

CLIENT COMPANY: City of Roseville
 PROPERTY NAME:
 DATE PREPARED: 8/5/2020

EFFECTIVE DATE: 8/20/2022

SECTION 1: CONTRACT HOURS

POSITION	WEEKLY HOURS	WAGE RATE	BILL RATE	OT/HOLIDAY WAGE RATE	OT/HOLIDAY BILL RATE	WEEKLY BILLING	ANNUAL BILLING
Armed Patrol Officer	84	\$ 20.00	\$ 35.53	\$ 30.00	\$ 53.30	\$ 2,984.52	\$ 155,195.04
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	84					\$ 2,984.52	\$ 155,195.04

SECTION 2: TECHNOLOGY

ITEMS	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
INCIDENT REPORTING/MANAGEMENT SYSTEM	0	\$ -	\$ -	\$ -	INCLUDED (CyCop)
LEARNING MANAGEMENT SYSTEM FOR TRAINING	0	\$ -	\$ -	\$ -	INCLUDED (Online Web-Based LMS)
WORKFORCE MANAGEMENT SOFTWARE	0	\$ -	\$ -	\$ -	INCLUDED (WinTeam)
DESKTOP COMPUTER	0	\$ -	\$ -	\$ -	INCLUDED
RADIOS WITH CHARGERS	0	\$ -	\$ -	\$ -	N/A
TABLET WITH WIRELESS CONNECTIVITY	0	\$ -	\$ -	\$ -	N/A
GPS ENABLED SMART PHONE WITH CYCOP LICENSE	0	\$ -	\$ -	\$ -	INCLUDED
SMART PHONE	1	\$ 199.00	\$ 199.00	\$ 2,388.00	Account Supervisor
TOTALS:	1		\$ 199.00	\$ 2,388.00	

SECTION 3: HEALTHCARE

HEALTHCARE PROVIDER	PROJECTED # OF ENROLLEES	PREMIUM PER ENROLLEE	MONTHLY BILLING	ANNUAL BILLING	NOTES
HEALTHCARE PROVIDER USED VARIES BY STATE/PLAN	0	\$ -	\$ -	\$ -	Billed as Incurred
TOTALS:	0	\$ -	\$ -	\$ -	Estimates based on anticipated participation factors

SECTION 4: ADDITIONAL BENEFITS

BENEFIT	MONTHLY BILLING	ANNUAL BILLING	NOTES
VACATION/ANNIVERSARY BONUS	\$ 40.00	\$ 480.00	INCLUDED
SICK PAY	\$ 24.00	\$ 288.00	Billed as Incurred (CA sick pay law)
TOTALS:	\$ 64.00	\$ 768.00	Estimates based on typical and anticipated participation factors

SECTION 5: VEHICLES

VEHICLE TYPE	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
PATROL VEHICLE	1	\$ 969.75	\$ 969.75	\$ 11,637.00	N/A
GOLF CART	0	\$ -	\$ -	\$ -	
BICYCLE	0	\$ -	\$ -	\$ -	N/A
TOTALS:	1	\$ 969.75	\$ 969.75	\$ 11,637.00	

SECTION 6: TRAINING

TRAINING TYPE	MONTHLY BILLING	ANNUAL BILLING	NOTES
PRE-ASSIGNMENT/BASIC TRAINING	\$ -	\$ -	INCLUDED
CPR, FIRST AID, & AED TRAINING	\$ -	\$ -	WITHIN 90 DAYS OF EMPLOYMENT
CONTINUING/OTHER EDUCATION	\$ -	\$ -	INCLUDED
TOTALS:	\$ -	\$ -	

SECTION 7: UNIFORMS, EQUIPMENT AND OTHER

ITEM	MONTHLY BILLING	ANNUAL BILLING	NOTES
UNIFORMS & ACCESSORIES	\$ -	\$ -	INCLUDED AT NO COST TO EMPLOYEE
BASIC OFFICE SUPPLIES	\$ -	\$ -	INCLUDED
DRUG TESTING/PRE-EMPLOYMENT SCREENING	\$ -	\$ -	INCLUDED
PEPPER SPRAY/HANDCUFFS/BATONS	\$ -	\$ -	N/A
TOTALS:	\$ -	\$ -	

TOTAL PROJECTED COST:		WEEKLY	MONTHLY	ANNUAL
		\$ 3,269.00	\$ 14,165.67	\$ 169,988.04
				\$ -
				Total \$ 169,988.04

NOTE: Not included are Holiday /Extra Coverage Costs, Special Event Coverage, Off-Duty Police Coverage, Rent Expenses, and any other expenses not shown above.



Annual Cost Projection Worksheet

CLIENT COMPANY: City of Roseville
 PROPERTY NAME:
 DATE PREPARED: 8/5/2020

EFFECTIVE DATE: 8/20/2023

SECTION 1: CONTRACT HOURS

POSITION	WEEKLY HOURS	WAGE RATE	BILL RATE	OT/HOLIDAY WAGE RATE	OT/HOLIDAY BILL RATE	WEEKLY BILLING	ANNUAL BILLING
Armed Patrol Officer	84	\$ 20.50	\$ 36.77	\$ 30.75	\$ 55.16	\$ 3,088.68	\$ 160,611.36
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	84					\$ 3,088.68	\$ 160,611.36

SECTION 2: TECHNOLOGY

ITEMS	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
INCIDENT REPORTING/MANAGEMENT SYSTEM	0	\$ -	\$ -	\$ -	INCLUDED (CyCop)
LEARNING MANAGEMENT SYSTEM FOR TRAINING	0	\$ -	\$ -	\$ -	INCLUDED (Online Web-Based LMS)
WORKFORCE MANAGEMENT SOFTWARE	0	\$ -	\$ -	\$ -	INCLUDED (WinTeam)
DESKTOP COMPUTER	0	\$ -	\$ -	\$ -	INCLUDED
RADIOS WITH CHARGERS	0	\$ -	\$ -	\$ -	N/A
TABLET WITH WIRELESS CONNECTIVITY	0	\$ -	\$ -	\$ -	N/A
GPS ENABLED SMART PHONE WITH CYCOP LICENSE	0	\$ -	\$ -	\$ -	INCLUDED
SMART PHONE	1	\$ 199.00	\$ 199.00	\$ 2,388.00	Account Supervisor
TOTALS:	1		\$ 199.00	\$ 2,388.00	

SECTION 3: HEALTHCARE

HEALTHCARE PROVIDER	PROJECTED # OF ENROLLEES	PREMIUM PER ENROLLEE	MONTHLY BILLING	ANNUAL BILLING	NOTES
HEALTHCARE PROVIDER USED VARIES BY STATE/PLAN	0	\$ -	\$ -	\$ -	Billed as Incurred
TOTALS:	0	\$ -	\$ -	\$ -	Estimates based on anticipated participation factors

SECTION 4: ADDITIONAL BENEFITS

BENEFIT	MONTHLY BILLING	ANNUAL BILLING	NOTES
VACATION/ANNIVERSARY BONUS	\$ 40.00	\$ 480.00	INCLUDED
SICK PAY	\$ 24.00	\$ 288.00	Billed as Incurred (CA sick pay law)
TOTALS:	\$ 64.00	\$ 768.00	Estimates based on typical and anticipated participation factors

SECTION 5: VEHICLES

VEHICLE TYPE	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
PATROL VEHICLE	1	\$ 969.75	\$ 969.75	\$ 11,637.00	N/A
GOLF CART	0	\$ -	\$ -	\$ -	
BICYCLE	0	\$ -	\$ -	\$ -	N/A
TOTALS:	1	\$ 969.75	\$ 969.75	\$ 11,637.00	

SECTION 6: TRAINING

TRAINING TYPE	MONTHLY BILLING	ANNUAL BILLING	NOTES
PRE-ASSIGNMENT/BASIC TRAINING	\$ -	\$ -	INCLUDED
CPR, FIRST AID, & AED TRAINING	\$ -	\$ -	WITHIN 90 DAYS OF EMPLOYMENT
CONTINUING/OTHER EDUCATION	\$ -	\$ -	INCLUDED
TOTALS:	\$ -	\$ -	

SECTION 7: UNIFORMS, EQUIPMENT AND OTHER

ITEM	MONTHLY BILLING	ANNUAL BILLING	NOTES
UNIFORMS & ACCESSORIES	\$ -	\$ -	INCLUDED AT NO COST TO EMPLOYEE
BASIC OFFICE SUPPLIES	\$ -	\$ -	INCLUDED
DRUG TESTING/PRE-EMPLOYMENT SCREENING	\$ -	\$ -	INCLUDED
PEPPER SPRAY/HANDCUFFS/BATONS	\$ -	\$ -	N/A
TOTALS:	\$ -	\$ -	

TOTAL PROJECTED COST:		WEEKLY	MONTHLY	ANNUAL
		\$ 3,373.16	\$ 14,617.03	\$ 175,404.36
				\$ -
				Total \$ 175,404.36

NOTE: Not included are Holiday /Extra Coverage Costs, Special Event Coverage, Off-Duty Police Coverage, Rent Expenses, and any other expenses not shown above.



Annual Cost Projection Worksheet

CLIENT COMPANY: City of Roseville
PROPERTY NAME:
DATE PREPARED: 8/5/2020

EFFECTIVE DATE: 8/20/2024

SECTION 1: CONTRACT HOURS

POSITION	WEEKLY HOURS	WAGE RATE	BILL RATE	OT/HOLIDAY WAGE RATE	OT/HOLIDAY BILL RATE	WEEKLY BILLING	ANNUAL BILLING
Armed Patrol Officer	84	\$ 21.00	\$ 38.06	\$ 31.50	\$ 57.09	\$ 3,197.04	\$ 166,246.08
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	84					\$ 3,197.04	\$ 166,246.08

SECTION 2: TECHNOLOGY

ITEMS	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
INCIDENT REPORTING/MANAGEMENT SYSTEM	0	\$ -	\$ -	\$ -	INCLUDED (CyCop)
LEARNING MANAGEMENT SYSTEM FOR TRAINING	0	\$ -	\$ -	\$ -	INCLUDED (Online Web-Based LMS)
WORKFORCE MANAGEMENT SOFTWARE	0	\$ -	\$ -	\$ -	INCLUDED (WinTeam)
DESKTOP COMPUTER	0	\$ -	\$ -	\$ -	INCLUDED
RADIOS WITH CHARGERS	0	\$ -	\$ -	\$ -	N/A
TABLET WITH WIRELESS CONNECTIVITY	0	\$ -	\$ -	\$ -	N/A
GPS ENABLED SMART PHONE WITH CYCOP LICENSE	0	\$ -	\$ -	\$ -	INCLUDED
SMART PHONE	1	\$ 199.00	\$ 199.00	\$ 2,388.00	Account Supervisor
TOTALS:	1		\$ 199.00	\$ 2,388.00	

SECTION 3: HEALTHCARE

HEALTHCARE PROVIDER	PROJECTED # OF ENROLLEES	PREMIUM PER ENROLLEE	MONTHLY BILLING	ANNUAL BILLING	NOTES
HEALTHCARE PROVIDER USED VARIES BY STATE/PLAN	0	\$ -	\$ -	\$ -	Billed as Incurred
TOTALS:	0	\$ -	\$ -	\$ -	Estimates based on anticipated participation factors

SECTION 4: ADDITIONAL BENEFITS

BENEFIT	MONTHLY BILLING	ANNUAL BILLING	NOTES
VACATION/ANNIVERSARY BONUS	\$ 40.00	\$ 480.00	INCLUDED
SICK PAY	\$ 24.00	\$ 288.00	Billed as Incurred (CA sick pay law)
TOTALS:	\$ 64.00	\$ 768.00	Estimates based on typical and anticipated participation factors

SECTION 5: VEHICLES

VEHICLE TYPE	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
PATROL VEHICLE	1	\$ 969.75	\$ 969.75	\$ 11,637.00	N/A
GOLF CART	0	\$ -	\$ -	\$ -	
BICYCLE	0	\$ -	\$ -	\$ -	N/A
TOTALS:	1	\$ 969.75	\$ 969.75	\$ 11,637.00	

SECTION 6: TRAINING

TRAINING TYPE	MONTHLY BILLING	ANNUAL BILLING	NOTES
PRE-ASSIGNMENT/BASIC TRAINING	\$ -	\$ -	INCLUDED
CPR, FIRST AID, & AED TRAINING	\$ -	\$ -	WITHIN 90 DAYS OF EMPLOYMENT
CONTINUING/OTHER EDUCATION	\$ -	\$ -	INCLUDED
TOTALS:	\$ -	\$ -	

SECTION 7: UNIFORMS, EQUIPMENT AND OTHER

ITEM	MONTHLY BILLING	ANNUAL BILLING	NOTES
UNIFORMS & ACCESSORIES	\$ -	\$ -	INCLUDED AT NO COST TO EMPLOYEE
BASIC OFFICE SUPPLIES	\$ -	\$ -	INCLUDED
DRUG TESTING/PRE-EMPLOYMENT SCREENING	\$ -	\$ -	INCLUDED
PEPPER SPRAY/HANDCUFFS/BATONS	\$ -	\$ -	N/A
TOTALS:	\$ -	\$ -	

TOTAL PROJECTED COST:	WEEKLY	MONTHLY	ANNUAL
	\$ 3,481.52	\$ 15,086.59	\$ 181,039.08
			\$ -
			Total \$ 181,039.08

NOTE: Not included are Holiday /Extra Coverage Costs, Special Event Coverage, Off-Duty Police Coverage, Rent Expenses, and any other expenses not shown above.

Additional Notes:

- > Mutually agreed-upon merit increases will result in a Bill Rate increase.

* *Requested Overtime:* With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

-
1. ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
 2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or by applicable collective bargaining agreement.
 3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
 4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.
 5. Should Client require Allied Universal to provide uninterrupted Services during such Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.



COUNCIL COMMUNICATION

CC #: 0948
File #: 0316-03

Title: Roseville High School District - Permit Parking Modification
Contact: Roman Yakimchuk 916-774-5483 ryakimchuk@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt the attached resolution to install residential permit parking on the north side of Alta Vista Avenue from addresses 419 to 543, the south side of Alta Vista Avenue from addresses 412 to 416, the residential frontage of 429 Mariposa Street, and all sides of 501 Manzanita Avenue from 8AM – 3PM, Monday through Friday, whenever school is in session.

BACKGROUND

Section 11.20.420 of the Roseville Municipal Code provides for Council-approved Residential Permit Parking (RPP) on streets where parking by other land uses (e.g. commercial, schools, etc.) impinges upon the ability of residents to find parking on a regular basis in front of or near their residences.

Prior to March 2020, a resident requested the City install Permit Parking along Alta Vista Avenue from Mariposa Street to El Dorado Avenue. The resident stated that parking from Roseville High School overflows onto the nearby residential streets, creating difficulties for residents to find on-street parking near their homes. Currently, there is existing Permit Parking on several of the residential streets near the high school, which includes restricted parking on school days.

RPP in Roseville is designed to help residents find parking when overflow parking from parks, high schools, and/or businesses continuously create a lack of parking for most of the day in front of or near their home. When a request is made, staff visits the location several times to confirm the impact of parked vehicles. Once confirmed, staff works with the requester to establish a proposed permit parking zone. Several surveys are initiated to try and ascertain the opinion of all residents within the proposed zone. If a majority (over 50%) are in favor of the RPP, staff forwards the request to City Council for approval.

Staff surveyed 15 households on Alta Vista Avenue from El Dorado Avenue to Manzanita Avenue and Mariposa Street from Alta Vista Avenue to Manzanita Avenue using postcards which were mailed to each home. Non-respondents were sent a second postcard survey. The majority of residents (12 of 15) responded "Yes" while one (of 15) responded "No". The remaining two

households were non-respondent. Typically, staff performs in-person visits in an attempt to make contact with residents of non-respondent households. Due to the ongoing COVID-19 pandemic, and given both the very small number of non-respondents, as well as having obtained a majority of responses in favor of the Permit Parking, staff did not perform the in-person visits.

FISCAL IMPACT

The cost of installing the Permit Parking signage is already included in the Streets Division operating budget and no additional funds are needed.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

Respectfully Submitted,

Roman Yakimchuk, Junior Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-341

Exhibits

reso - redline

RESOLUTION NO. 20-341

APPROVING PERMIT PARKING AREAS AND REPEALING
RESOLUTION NO. 20-025

WHEREAS, Roseville Municipal Code §11.20.420 provides that the City Council may designate by resolution permit parking areas,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the following are designated as residential permit parking areas:

1. The "Roseville Community Hospital District" including the following streets: the south side of Francis Drive, between Sunrise Avenue and Oakridge Drive; and
2. The "Royer/Oak Street District" including the following streets:
 - a. the south side of Oak Street in front of 423 and 427 Oak Street;
 - b. the north and south side of Royer Street, between Judah Street and Taylor Street, excepting therefrom that portion from the intersection of the east curblane of Judah Street and the north curblane of Royer Street to a point 110 feet northeast on Royer Street; and
3. The "Oakmont High School District" including the following streets, between the hours of 8:00 a.m. to 3:00 p.m. weekdays, while school is in session:
 - a. both sides of Daisy Court from 1300 through 1308;
 - b. both sides of Oakview Drive;
 - c. both sides of Oakfield Court;
 - d. both sides of Oakwood Drive;
 - e. both sides of Parkview Drive, from Cirby Way to Oakwood Drive;
 - f. Gardenia Way, between Daisy Court and Vista Creek Drive;
 - g. Terra Way, from Oakview Drive and Chancellor Avenue;
 - h. Vista Creek Drive, on the east side of the street, between Cirby Way and Orchid Court;
 - i. both sides of Woodglen Court;
 - j. both sides of the 1000 block of Woodglen Drive; and
4. The "Roseville High School District" including the following streets, between the hours of 8:00 a.m. to 3:00 p.m. weekdays, while school is in session; except for 600 Sierra Boulevard to 618 Sierra Boulevard which will be 24 hours per day, seven days a week:
 - a. both sides of Sierra Boulevard, from Alta Vista Avenue to Mariposa Street and the residential frontage at 429 Mariposa Street;
 - b. both sides of Alta Vista Avenue from Campo Street to Manzanita Avenue and the north side of Alta Vista Avenue from 419 Alta Vista Avenue to

- 543 Alta Vista Avenue and the south side of Alta Vista Avenue from 412 Alta Vista Avenue to 416 Alta Vista Avenue;
- c. the southwest side of Las Flores from Alta Vista to Coronado Avenue and the northwest side of Las Flores from Alta Vista to the alley between Sierra and Coronado;
 - d. West side of Campo Street from Tahoe Avenue to Coronado Avenue;
 - e. Coronado Avenue along the 500 block south of Las Flores Avenue to Mariposa Street, being 501 Coronado Avenue to 527 Coronado Avenue (north side) and 500 Coronado Avenue to 526 Coronado Avenue (south side), between the hours of 8:00 a.m. to 3:00 p.m. school days only;
 - f. All sides of 501 Manzanita Avenue and Manzanita Avenue between Mariposa Street and Alta Vista Avenue on the southeast side only (320 Mariposa Street and 512 Manzanita Avenue);
 - g. Mariposa Street between Coronado Avenue and Tahoe Avenue; and
5. The "Riverside Avenue District", including the following streets between the hours of 8:00 a.m. to 5:00 p.m.:
 - a. The residential area of the 400 block of Clinton, being 400 to 423 Clinton inclusive;
 - b. The residential area of Second Street, being 109 to 114 Second Street inclusive and the portion of 101 B Street that is adjacent to Second Street; and
 6. The "Atkinson Street District", including the east side of the 100 and 200 blocks of Atkinson Street on Saturdays and Sundays between the hours of 6:00 a.m. to 6:00 p.m.; and
 7. The "Earl Avenue District", including both sides of Earl Avenue in front of 103, 104 and 105; and
 8. Fischer Court on Sundays between the hours of 6:00 a.m. to 6:00 p.m.; and
 9. The "Placer County Fair Grounds District", 24 hours a day/seven days a week, including the following streets:
 - a. The east side of Niles Avenue from All America City Boulevard to and including 504 Niles Avenue and the west side of Niles Avenue from Stanford Avenue to the alley;
 - b. the south side of Stanford Avenue from Los Vegas to Niles Avenue;
 - c. the south side of All America City Boulevard from Niles Avenue to the alley; and
 10. The north side of Tahoe Avenue, from Campo Street to Mariposa Street between the hours of 8:00 a.m. to 5:00 p.m. weekdays; and
 11. The "Maidu Elementary School District" including the following streets: the north side of Johnson Ranch Road from Branding Iron Way to Sidesaddle way from 8:00 a.m. to 5:00 p.m. Monday through Friday; and

12. The "Olympus Park District" including the following streets: the south side of La Croix Drive from Tuscany Street to Chapelle Drive, 24 hours a day, seven days a week; and
13. South Side of McLaren Drive from Rocky Ridge to Balboa Drive, east side of Balboa Drive from 1926 Balboa Drive to McLaren Drive, and at 2000 and 2002 McLaren Drive 24 hours a day, seven days a week; and
14. Fifteen Mile Drive from Crystal Hill Court to Feather River Court, and 132 and 133 Montgomery, 24 hours a day, seven days a week; and
15. South side of Brittain Street from Almond Street to Walnut Street, 24 hours a day, seven days a week; and
16. The "Woodcreek Oaks High School District" including the following streets, between the hours of 8:00 a.m. to 3:00 p.m. Monday thru Friday:
 - a. Caragh Street being 1059, 1061 through 1079 and 1084 (east side) Caragh Street including Dursey Court;
 - b. Caragh Street from 1081 to Killarney Street;
 - c. Trailee Court; and
17. South side of Vine Avenue west of Vine Way, being 501 and 510 Vine Street, 24 hours a day, seven days a week; and
18. Grove Street along the 300 block west of Washington Boulevard to Alta Avenue, being 312 to 340 Grove Street (north side), 315 to 399 Grove Street, including the side property at 124 Alta Avenue (south side), from Friday at 5:00 p.m. to Sunday 10:00 p.m.; and
19. The "Historic District" including the following streets, 24 hours a day seven days a week:
 - a. Lincoln Street between Guava Alley and Grove Street on the west side only (419, 423, and 427 Lincoln Street);
 - b. Lincoln Street east side only (430 and 502 Lincoln Street); and
20. Grider Court, 24 hours a day, seven days a week; and
21. Bill Santucci Park area including the following streets, Saturday and Sundays at 8:00 a.m. to 6:00 p.m.:
 - a. Westlake Court, south side only, starting at Morningstar Drive;
 - b. Mission Way;
 - c. Santa Ines Street from San Antonio Lane to San Juan Bautista Court; and
22. B Street, 24 hours a day, seven days a week, at the following addresses: 517, 515, 511, 510; and
23. 5th Street, 24 hours a day seven days a week, at the following addresses: 201 & 107; and
24. South side of Fern Street, from Rainier Alley and Clinton Avenue, daily from 7:00 a.m. to 5:00 p.m.; and
25. South side of Vine Avenue, from Fischer Court to Kindred Lane, on Saturdays and Sundays from 6:00 a.m. to 8:00 p.m.

BE IT FURTHER RESOLVED that Resolution No. 20-025 adopted February 5, 2020, is hereby repealed.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

— - PROPOSED PARKING BY PERMIT ONLY M-F 8:00AM-3:00PM WHEN SCHOOL IS IN SESSION



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
TRAFFIC STUDIES SECTION

EXHIBIT 1

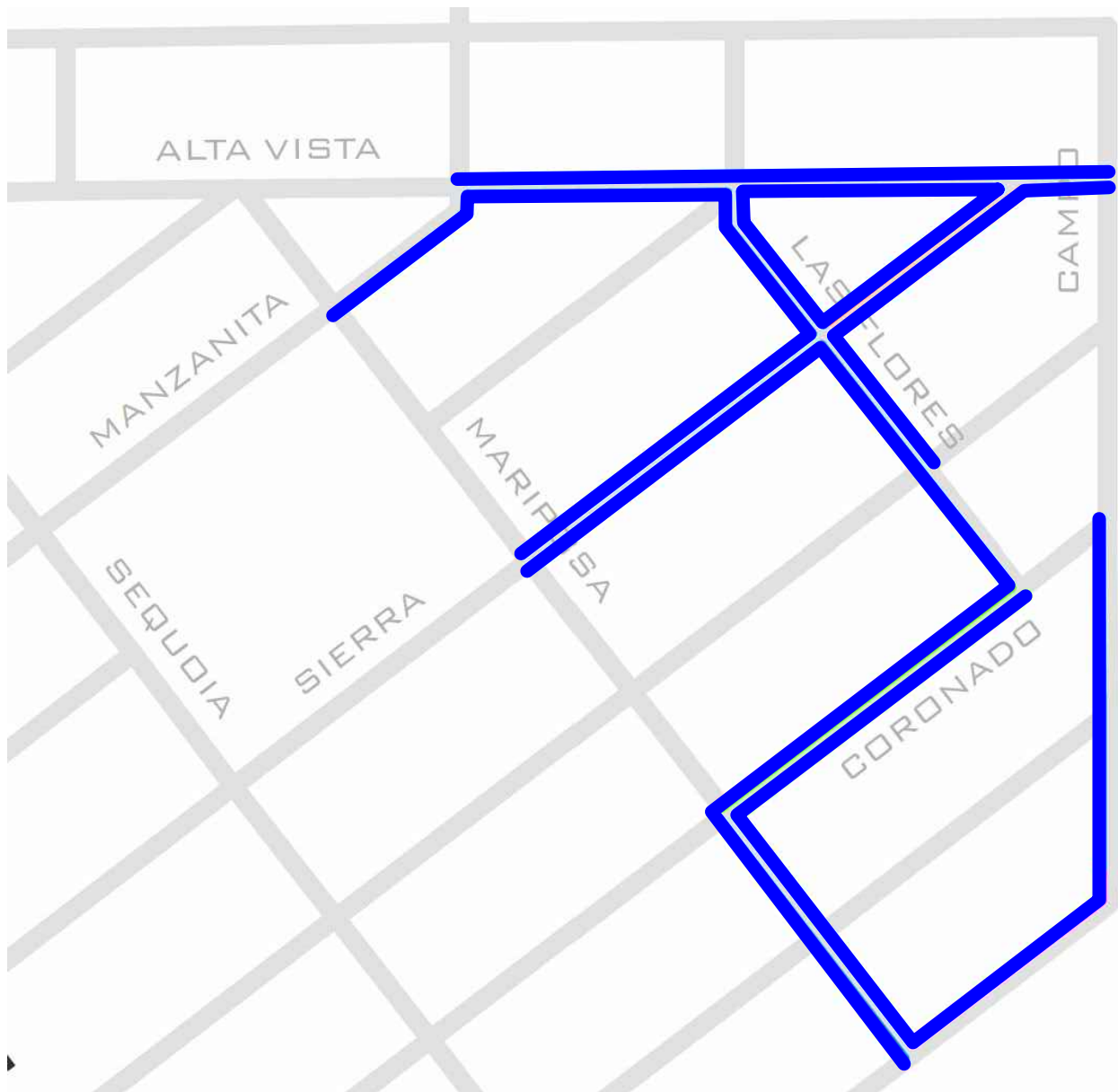
DRAWN: J PASTOR

DATE: JUNE 2020

SCALE: NONE

+ - YES (12 OF 15, 80%)
  - NO (1 OF 15, 6.67%)
 - NO RESPONSE (2 OF 15, 13.33%)





ROSEVILLE
HIGH SCHOOL

EXISTING PERMIT
PARKING

RESOLUTION NO. 20-

APPROVING PERMIT PARKING AREAS AND REPEALING
RESOLUTION NO. 20-025

WHEREAS, Roseville Municipal Code §11.20.420 provides that the City Council may designate by resolution permit parking areas,

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 - b. both sides of Oakview Drive;
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 - e. both sides of Parkview Drive, from Cirby Way to Oakwood Drive;
 - f. Gardenia Way, between Daisy Court and Vista Creek Drive;
 - g. Terra Way, from Oakview Drive and Chancellor Avenue;
 - h. Vista Creek Drive, on the east side of the street, between Cirby Way and Orchid Court;
 - i. both sides of Woodglen Court;
 - j. both sides of the 1000 block of Woodglen Drive; and
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 - b. both sides of Alta Vista Avenue from Campo Street to Manzanita Avenue and the north side of Alta Vista Avenue from 419 Alta Vista Avenue to

543 Alta Vista Avenue and the south side of Alta Vista Avenue from 412 Alta Vista Avenue to 416 Alta Vista Avenue;

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- a. The residential area of the 400 block of Clinton, being 400 to 423 Clinton inclusive;
 - b. The residential area of Second Street, being 109 to 114 Second Street inclusive and the portion of 101 B Street that is adjacent to Second Street; and
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7. The "Earl Avenue District", including both sides of Earl Avenue in front of 103, 104 and 105; and
8. Fischer Court on Sundays between the hours of 6:00 a.m. to 6:00 p.m.; and
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- a. The east side of Niles Avenue from All America City Boulevard to and including 504 Niles Avenue and the west side of Niles Avenue from Stanford Avenue to the alley;
 - b. the south side of Stanford Avenue from Los Vegas to Niles Avenue;
 - c. the south side of All America City Boulevard from Niles Avenue to the alley; and
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11. The "Maidu Elementary School District" including the following streets: the north side of Johnson Ranch Road from Branding Iron Way to Sidesaddle way from 8:00 a.m. to 5:00 p.m. Monday through Friday; and

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 - c. Trailee Court; and
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20. Grider Court, 24 hours a day, seven days a week; and
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22. B Street, 24 hours a day, seven days a week, at the following addresses: 517, 515, 511, 510; and
23. 5th Street, 24 hours a day seven days a week, at the following addresses: 201 & 107; and
24. South side of Fern Street, from Rainier Alley and Clinton Avenue, daily from 7:00 a.m. to 5:00 p.m.; and
25. South side of Vine Avenue, from Fischer Court to Kindred Lane, on Saturdays and Sundays from 6:00 a.m. to 8:00 p.m.

BE IT FURTHER RESOLVED that Resolution No. 20-025 adopted February 5, 2020, is hereby repealed.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0935

File #: 0721

Title: Roseville Transit Agency Safety Plan
Contact: Alison Winter 916-774-5293 awinter@roseville.ca.us

Meeting Date: 8/19/2020

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Adopt the resolution approving the Roseville Transit Agency Safety Plan and authorizing the City Manager to sign the Plan as the Accountable Executive.

BACKGROUND

Moving Ahead for Progress in the 21st Century (MAP-21), the federal transportation funding bill approved in 2012, requires recipients from 49 Federal Transit Administration (FTA) funding program to develop and implement a Public Transportation Agency Safety Plan (PTASP). The City receives funding under the following FTA programs:

- Urbanized Area Formula Program (§ 5307),
- Buses and Bus Facilities Program (§ 5339), and
- Enhanced Mobility of Seniors & People with Disabilities Program (§5310).

With assistance from the FTA Technical Advisory Committee, Sacramento Area Council of Governments, and Caltrans, staff drafted the Roseville Transit Agency Safety Plan (attached) in accordance with federal guidelines. The plan describes Roseville Transit's Safety Management System (SMS) that includes the safety culture, processes, and procedures utilized by the City and its contract transit operator, MV Transportation, Inc. The intent of the SMS is to offer an organization-wide approach to managing public transportation safety risk and assuring the effectiveness of risk mitigation.

Next Steps: The next steps for plan implementation are:

1. Plan approval by City Council (tonight's action);
2. Certify compliance in FTA's Transit Asset Management System (TrAMS); and
3. Communicate the plan to all transit-involved employees, including contract staff

Due to the COVID-19 pandemic, FTA has extended the deadline to comply with the requirement from July 20, 2020 to December 31, 2020.

FISCAL IMPACT

Approval of Roseville Transit Agency Safety Plan allows the City to maintain compliance with FTA requirements and continue to receive approximately \$900,000 to \$1,500,000 under these funding programs annually. The plan provides an overview of existing City practices and is not expected to increase operational or capital costs since the City already conducts regular maintenance and asset replacement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Roseville Transit Public Agency Safety Plan meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Alison Winter, Alternative Transportation Analyst

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-332

Roseville Transit Agency Safety Plan

RESOLUTION NO. 20-332

APPROVING THE ROSEVILLE TRANSIT AGENCY SAFETY PLAN, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Moving Ahead for Progress in the 21st Century (MAP-21), the federal transportation funding bill approved in 2012, requires recipients from 49 Federal Transit Administration (FTA) funding program to develop and implement a Public Transportation Agency Safety Plan; and

WHEREAS, with assistance from the FTA Technical Advisory Committee, Sacramento Area Council of Governments, and Caltrans, staff drafted the Roseville Transit Agency Safety Plan in according with federal guidelines; and

WHEREAS, the Roseville Transit Agency Safety Plan has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Roseville Transit Agency Safety Plan is hereby approved and that the City Manager, as Accountable Executive for the City of Roseville, is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



CITY OF ROSEVILLE

ROSEVILLE TRANSIT

AGENCY SAFETY PLAN



City of Roseville
316 Vernon Street, Suite 150
Roseville, CA 95678

Roseville Transit
Agency Safety Plan
Adopted: _____

Signature of Accountable Executive

Date

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Executive Summary

Moving Ahead for Progress in the 21st Century (MAP-21) grants the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP) based on the Safety Management Systems (SMS) approach. As a recipient of FTA Chapter 53 funding, the City of Roseville is required to develop and implement a PTASP.

This document serves as the City of Roseville's PTASP required by 49 U.S.C. § 5329. The purpose of this PTASP is to be a comprehensive agency safety plan that is consistent with FTA's PTASP final rule under 49 C.F.R. § 673. The plan includes the following requirements:

- ✓ An approval by the agency's Accountable Executive and the City Council;
- ✓ The designation of a Chief Safety Officer;
- ✓ The documented processes of the City's SMS, including the City's Safety Management Policy (SMP) and processes for Safety Risk Management (SRA), Safety Assurance (SA), and Safety Promotion (SP);
- ✓ An Employee Safety Reporting Program (ESRP);
- ✓ Performance targets based on the safety performance measures established in FTA's National Public Transportation Safety Plan (NSP);
- ✓ Criteria to address all applicable requirements and standards set forth in FTA's Public Transportation Safety Program and the NSP; and
- ✓ A process and timeline for conducting an annual review and update of the safety plan.

1. Transit Agency Information

Transit Agency Name	City of Roseville			
Transit Agency Address	316 Vernon Street, Suite 150, Roseville, CA 95678			
Name and Title of Accountable Executive	Dominick Casey, City Manager			
Name of Chief Safety Officer	Dominick Casey, City Manager			
Mode(s) of Service Covered by This Plan	Fixed Route Bus Service (Commuter & Local), Complementary Paratransit and Demand Response Service	List All FTA Funding Types	5307, 5339(a), 5339(b), 5310	
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Bus Service (inclusive of Local and Commuter Service), Complementary Paratransit and Demand Response Service (Transit operation services are contracted.)			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes ☐	No ☒	Description of Arrangement(s)	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A			

2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	City of Roseville, Public Works Department – Alternative Transportation Division	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	See page #1	See page #1
Approval by the Board of Directors or an Equivalent Authority	Name of Entity That Approved This Plan	Date of Approval
	Roseville City Council	See Attachment #1
	Relevant Documentation (Title and Location)	
	Resolution is found in Attachment #1	
Certification of Compliance	Name of Entity That Certified This Plan	Date of Certification
	City of Roseville	See Attachment #2
	Relevant Documentation (Title and Location)	
	Annual Certs & Assurances is located in FTA Transit Award Management System (TrAMS)	

Version Number and Updates			
Version Number	Section/Pages Affected	Reason for Change	Date Issued

Annual Review and Update of the Roseville Transit Agency Safety Plan

This plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

This Plan will be jointly reviewed and updated by key staff with the assistance of subject matter experts, each April. The Accountable Executive will approve any changes, then forward on to the City Council for approval.

In addition to the annual review and update process, the Roseville Transit Agency Safety Plan is also reviewed or updated on an ad-hoc basis when there is a determination made that the approaches in this plan are ineffective in mitigating safety deficiencies, there are significant changes to service delivery, there are new processes or procedures implemented that impact safety, there is a substantial change in financial resources available to the City of Roseville, and/or there is a significant change in the City's organizational structure.

The Roseville Transit Agency Safety Plan is a living document that is updated annually and incorporates by reference the following City policies and procedures:

- City of Roseville Injury and Illness Prevention Program (Attachment #3)
- [Chapter 3.16](#) of the Roseville Municipal Code

The City of Roseville's contracted transit operator, MV Transportation, Inc. (MV), has established safety policies and procedures, identified in its Safety Policy Manual (Attachment #4).

3. Safety Performance Targets

The City of Roseville has developed Safety Performance Targets consistent with performance measures established by FTA in the National Public Transportation Safety Plan. In the most recent version, the 2017 NSP3, FTA adopted four initial Safety Performance Measures: (1) Fatalities, (2) Injuries, (3) Safety Events, and (4) System Reliability. These targets were developed based data specific to Roseville, the region, and the state of California.

The Roseville Short Range Transit Plan 2018-2025 (SRTP) identifies safety performance goals, objectives and standards related to Safety Performance Targets. The SRTP identifies the following standards under the goal to provide safe, reliable, and high quality transportation:

- passenger injuries = <1 per 100K boardings (~ 250,000 Vehicle Revenue Miles (VRM))
- all accidents = < 1per 25K miles
- reliable transit service = >10,000 miles per road call

Per the California State Highway Safety Report (2018) the State target is 0.995 traffic fatalities per 100M vehicle miles traveled.

This information was used to develop the Safety Performance Targets below.

Safety Performance Targets for all Roseville Transit modes						
Fatalities		Injuries		Safety Events		System Reliability
Total	Rate	Total	Rate	Total	Rate	
0	<1 per 100,000,000 VRM	0	< 1 per 250,000 VRM	0	< 1 per 25,000 VRM	>10,000 miles between major mechanical failures
Fatalities & Injures: transit customers, transit employees, and any public involved in related safety events. Safety Events: Collisions (vehicle-to-vehicle, vehicle-to-person, vehicle-to-object), Fires, and Evacuations for life safety reasons. Major Mechanical System Failures: Major mechanical system failures prevent a vehicle from completing or starting a scheduled revenue trip because actual movement is limited or because of safety concerns. Examples of major bus failures include breakdowns of brakes, doors, engine cooling systems, steering, axles, and suspension.						

The contracted transit operator provides monthly Incident Report Logs and Daily Breakdown Logs to the City of Roseville Alternative Transportation Division. This information is available on an internal shared drive and the Alternative Transportation Division reviews this data and reports safety performance measures to the National Transit Database (NTD) as required. The current safety measures reported to NTD include number of fatalities, injuries and safety events for all Roseville modes.

Safety Performance Target Coordination

MPO Coordination: The Sacramento Area Council of Governments (SACOG), the City's MPO, receives and reviews the City of Roseville's Transit Asset Management (TAM) Plan annually, which includes performance targets related to safety. The TAM Plan must also be approved and adopted by the City of Roseville. The City's Alternative Transportation Manager attends bimonthly SACOG meetings where SACOG staff are updated regarding safety performance targets on an as-needed basis.

State DOT Coordination: The California DOT conducts regular audits of the City of Roseville related to public transportation safety. These include: Motor Carrier Unit of the California Highway Patrol (CHP) annual Safety Compliance Report (CHP-343), and State of California Department of Motor Vehicles "Driver Pull Notice Program".

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	CA DOT	_____ <i>Targets will be shared with the State Annually/Upon Request.</i>
Targets Transmitted to the Metropolitan Planning Organization	Metropolitan Planning Organization Name	Date Targets Transmitted
	SACOG	_____ <i>Targets will be shared with the MPO Annually/Upon Request.</i>

4. Safety Management Policy

Safety Management Policy Statement

The City of Roseville is committed to public transportation safety. We will continue to implement, develop, and improve strategies, management systems, and processes to ensure that all our public transportation activities uphold the highest level of safety performance and meet required safety standards.

We will develop and embed a safety culture in all our activities that recognizes the importance and value of effective safety management and acknowledges at all times that safety is paramount.

We will clearly explain for all staff their accountabilities and responsibilities for the development and operation of the Safety Management System (SMS).

For passengers and employees, we will minimize the safety risk associated with transit service to as low as reasonably practicable and we will work to comply with all legislative and regulatory requirements and standards. We also will work to ensure that all employees are provided with adequate and appropriate safety information and training, are competent in safety matters, and are only allocated tasks commensurate with their skills.

We have established safety performance targets to help us measure the overall effectiveness of our processes and ensure we meet our safety objectives. We will keep employees informed about safety performance goals and objectives to ensure continuous safety improvement.

Safety Management Policy Communication

During the initial implementation of the Roseville Transit Agency Safety Plan, the Safety Management Policy will be communicated to all transit-involved employees, including contract staff, to explain the agency's safety culture and describe how the SMS works under the plan.

The City's Injury and Illness Prevention Program and safety culture is communicated upon hire, and is assigned and tracked through RoseU, the City's online training platform.

The Chief Safety Officer, or designee, is the resource person for providing a transit agency-wide perspective on the City's approach to safety management policy communication. The extent of the safety training needs will depend on the safety responsibilities of the individual staff members and the nature of tasks performed.

Authorities, Accountabilities, and Responsibilities	
Accountable Executive	<u>City Manager</u> - As established under RMC Sec. 2.10, the City manager shall supervise the administrative affairs of the City. The City manager shall be charged with the preservation of the public peace and health, the safety of persons and properties, the enforcement of law, and the development and utilization of the City's resources. The City manager shall keep the council informed of the condition and needs of the City and shall make such reports and recommendations as the City manager may deem desirable and perform such other duties as may be prescribed by the City charter or required by ordinance or resolution of the council not inconsistent with the charter. The City Manager serves as the Accountable Executive, meeting the requirements of 49 C.F.R. §673.5 and §673.23(d)(1). This individual: • has the responsibility for carrying out the Roseville Transit Agency Safety Plan (ASP) and Transit Asset Management (TAM) Plan; • has control or direction over the human and capital resources needed to develop and maintain both the Roseville Transit ASP, in accordance with 49 U.S.C. 5329(d), and the Roseville's TAM Plan in accordance with 49 U.S.C. 5326; and • is accountable for ensuring that the Roseville Transit Safety Management System (SMS) is effectively implemented, and action is taken, as necessary, to address substandard performance in Roseville Transit's SMS. The City Manager may delegate specific responsibilities, but the ultimate accountability for the City of Roseville's transit safety performance cannot be delegated and always rests with the City Manager.
Chief Safety Officer	The City Manager serves as the Chief Safety Officer, meeting the requirements of 49 C.F.R. §673.5 and §673.23(d)(2). This individual has the authority and responsibility for day-to-day implementation and operation of Roseville Transit's SMS. The City Manager may designate responsibilities of this role to key staff that hold a direct line of reporting to the Accountable Executive.
Agency Leadership and Executive Management	<u>City Council</u> - The City of Roseville is a Council-Manager form of government in which responsibilities are vested in the City Council and the City Manager. In this form of government, the City Council's role is that of a legislative policy-making body which determines not only the local laws that regulate community life, but also determines public policy and gives direction to the City Manager. <u>Transportation Commission</u> – This eight-member commission is established by the City Council to study various issues that affect Roseville residents. The Transportation Commission reviews and makes recommendations to the City Council related to the community's

	transportation needs. The Transportation Commission also reviews Roseville Transit's performance measures.
Key Staff	<u>City Attorney</u> - plans, organizes, directs and reviews the activities and operations of the City Attorney's Office including civil and criminal matters; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex legal support to the City Council, boards and commissions, the City Manager and City department heads. <u>Human Resources Director</u> - plans, organizes, and directs the City's Human Resources Department services in the areas of recruitment and selection, classification and compensation, employee and labor relations including collective bargaining, organizational and employee development, policy development and administration, benefits, legal compliance, and risk management; provides expert professional assistance to City Executives and departmental management in areas of responsibility; and coordinates assigned activities with other departments, outside agencies, and the community. The Human Resources Director is designated as the Program Administrator of the City's Injury and Illness Prevention Program (IIPP). <u>Public Works Director</u> - plans, organizes, directs and reviews the activities and operations of the Public Works Department including the City's Engineering Division, Street Maintenance Division, Fleet Services Division Facilities Services Division, and Alternative Transportation Division; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the Assistant City Manager. <u>Alternative Transportation Manager</u> - plans, organizes, directs and coordinates the public transportation activities of the Alternative Transportation Division with the Public Works Department. <u>Alternative Transportation Analyst</u> - provides highly responsible administrative and technical duties for development, administration, and implementation of transit-related programs. <u>Fleet Manager</u> - plans, organizes, directs and coordinates the activities of the Fleet Services Division within the Public Works Department and coordinates fleet maintenance activities with other divisions and departments. <u>Risk Manager</u> - plans, organizes, directs and coordinates the activities of the Risk Management Division within the Human Resources Department including safety, liability, property, workers' compensation and unemployment programs.

	<u>Public Information Officer</u> - plans, organizes, coordinates and implements City-wide communications program operations within the Public Affairs & Communications Department; serves in Emergency Operations Center public information section in the event of emergency in Roseville; directs communication content with print, electronic, video, and news media. <u>Transit Operator - General Manager (Contractor)</u> - provides overall management and supervision of transit operations under the terms of the transit operator contract. <u>Transit Operator - Safety & Training Manager (Contractor)</u> - ensures agency safety compliance and regulations are met on behalf of the contracted transit operator. <u>Occupational Health and Safety (OHS) Committee</u> - a working group of management employees that recommend policy direction, provide oversight on the implementation of established procedures and identify safety related resources within individual departments to be used throughout the organization.
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Employee Safety Reporting Program

Per City's Injury and Illness Prevention Program (IIPP), employees are encouraged to promptly report any and all hazards and/or safety issues to management in order to assure that hazards and safety issues are addressed and corrected in a timely manner. It is the intent of the City to encourage and solicit employee input and participation in the Safety Program by identifying hazards and safety issues without fear of reprisal. However, should employees wish to remain anonymous, the City has provided mechanisms by which employees can report hazards or safety issues without identifying themselves.

Confidential hazard reporting can be accomplished through written reports. Anonymous reporting can be mailed to the Chief Safety Officer, or designee, via internal mail or regular mail.

The City's Anti-Reprisal Policy, per the Injury and Illness Prevention Program, states that employees shall not be discharged or discriminated against in any manner for reporting of health and safety hazards to the City of Roseville or to appropriate governmental agencies. Managers and supervisors shall inform employees of this policy and encourage reporting of workplace hazards to management.

Roseville Municipal Code [Chapter 3.16](#) outlines the City's personnel discipline policy and describes employee behaviors that may result in disciplinary action.

The City's contracted transit operator provides policies and procedures for employee safety reporting in its employee handbook. Employees are encouraged to promptly report safety concerns to appropriate management, who then are responsible to communicate the concerns to the Chief Safety Officer, or designee.

Key city management and transit operator management communicate safety concerns on a continued basis, which include bi-monthly transit coordination meetings and vehicle coordination meetings.

5. Safety Risk Management

Safety Risk Management Process

Safety Hazard Identification

FTA defines a hazard in 49 C.F.R. § 673.5 as “any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.” Employing this terminology for this PTASP, the City of Roseville uses both external and internal sources to identify safety hazards.

External Sources

State: External sources from the State of California include CHP reports and DMV driver pull reports. These reports are reviewed by the Chief Safety Officer, or designee, and oversight agencies.

FTA: Key Staff review safety guidance published by the FTA such as general directives, safety advisories, and safety bulletins and make recommendations to the Chief Safety Officer or designee, Accountable Executive and Agency Leadership as necessary.

Other: Other external hazard identification sources include reports from the public, regional alerts, and information from the industry and oversight authorities.

Internal Sources

The City of Roseville uses the following internal safety hazard identification methods:

- Employee Safety Reporting
- Safety Coordination Meetings
- The City of Roseville Website & City Alerts (Traffic, Transit, Roadway, Weather, Flood, Special Events, etc.)
- Individual Vehicle Records & Inspection Reports
- Road Operation Reports – Spot Checks and Ride Checks
- Facility Inspection Records
- On-board Radio Communication System
- On-board Video System
- Real-time and Historical Operational Performance Monitoring
- Dispatch/Breakdown Logs
- Equipment Inspection Records
- Drug and Alcohol Testing Procedures
- Training Records

- Intelligent Transportation System Monitoring (Street cameras)
- Investigation Reports

Hazards shall be prioritized and corrected when observed or discovered. Hazards that cannot be corrected with the resources available to managers or supervisors shall be reported to the Chief Safety Officer, or designee, and may be recorded in a Hazard Log.

Any identified hazard that poses an immediate risk to transit operations, the health and safety of employees or the public, or equipment must immediately be brought to the attention of the Chief Safety Officer, or designee, and placed through the Safety Risk Management process for safety risk assessment and mitigation. Otherwise, hazards that do not pose an immediate safety risk will be evaluated through the Safety Risk Management process.

The Chief Safety Officer, or designee, will investigate hazards per the procedures outlined in the City's Injury and Illness Prevention Program (IIPP).

Safety Risk Assessment

Once hazards have been identified, the Chief Safety Officer, or designee, will conduct an assessment to determine potential consequences and risk level. Factors to be considered are the likelihood of occurrence, the severity of the consequences should there be an occurrence, and the level of exposure to the hazard. The Chief Safety Officer, or designee, will assess risks subjectively by experienced personnel using a Safety Risk Assessment Matrix.

The following hazard severity levels apply:

- Catastrophic (1) - Could Result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M.
- Critical (2) - Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M.
- Marginal (3) - Could result in one or more of the following: injuries or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100k but less than \$1M.
- Negligible (4) - Could result in one or more of the following: injuries or occupational illness not resulting in lost work day, minimum environmental impact. Or monetary loss less than \$100k.

Safety Risk probability and Safety Risk severity are combined into the Safety Risk Assessment Matrix to help prioritize safety risks according to the following Safety Risk Assessment Matrix table.

Safety Risk Assessment Matrix				
Likelihood/ Severity	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	HIGH	HIGH	HIGH	MEDIUM
Probable (B)	HIGH	HIGH	MEDIUM	MEDIUM

Occasional (C)	HIGH	MEDIUM	MEDIUM	LOW
Remote (D)	MEDIUM	MEDIUM	LOW	LOW
Improbable (E)	LOW	LOW	LOW	LOW

Safety Risk Index	Criteria by Index
HIGH	<u>Unacceptable – Action Required:</u> Safety risk must be mitigated or eliminated.
MEDIUM	<u>Undesirable – Management Decision:</u> Executive management must decide whether to accept safety risk with monitoring or require additional action.
LOW	<u>Acceptable with Review:</u> Safety risk is acceptable pending management review.

Safety Risk Mitigation

The City of Roseville will use the results of safety risk assessments to help prioritize safety risks. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will simply need monitoring. If the risks are unacceptable, steps will be taken to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard. The level of risk can be lowered by reducing the severity of the potential consequences, by reducing the likelihood of occurrence and/or by reducing the exposure to that risk.

Key strategies to minimize the types of risks that potentially exist include:

- Development and deployment of policies and procedures that address known hazards and risks,
- Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen risks,
- Training of drivers and other agency staff on all safety policies and procedures,
- Training of drivers and other agency staff on methodologies for handling emergencies, and
- Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol.

6. Safety Assurance

Safety Performance Monitoring and Measurement

As part of the Safety Assurance Process, the City of Roseville:

- **Monitors Safety Management System Compliance through:**
 - o Safety audits,
 - o Informal inspections,
 - o Regular review of on-board camera footage to assess drivers and specific incidents,
 - o Employee safety reporting program,
 - o Employee accountability processes,
 - o Investigation of safety occurrences,
 - o Safety review prior to the launch or modification of any facet of service,
 - o Daily data gathering and monitoring of data relating to the delivery of service,
 - o Regular vehicle inspections and preventative maintenance, and
 - o Continuous feedback between leadership at all levels of the agency.
- **Develops Effective Safety Risk Mitigations by:**
 - o Monitoring safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended;
 - o Establishing mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor;
 - o Reviews the performance of safety risk mitigations during bimonthly safety coordination meetings and determines if specific safety risk mitigation is not implemented or performing as intended;
 - o Implementing actions to modify mitigations not performing as intended;
 - o Monitoring transit operations on a large scale to identify mitigations that may be ineffective or not implemented as intended by:
 - Reviewing results from accident, incident, and occurrence investigations,
 - Monitoring employee safety reporting,
 - Reviewing results of internal safety audits and inspections, and
 - Analyzing operational and safety data to identify emerging safety concerns.
- **Conducts investigations of safety events to identify causal factors by:**
 - o Maintaining documented policies and procedures for conducting safety investigations for events (accidents, incidents, and occurrences, as identified by FTA) ;
 - o Reviewing existing mitigation measures in place at the time of an event per investigation policies;
 - o Maintaining documentation of results of investigations, including determination of whether:
 - The accident was preventable or non-preventable,
 - Personnel requiring discipline or retraining;
 - Casual factors indicate that a safety hazard contributed or was present; and
 - The safety event was appeared to involve an underlying organization casual factor beyond individual employee behavior.

- **Monitors Information Reported through Internal Safety Reporting Programs.**

- o Key Staff routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer, or designee, ensure that the issues and concerns are investigated or analyzed through the safety risk assessment process.
- o Key staff also review the results of internal and external reviews, including audits and assessments, with findings affecting safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations. Key staff and the Chief Safety Officer, or designee, discuss relevant safety issues and concerns with the Accountable Executive and executive management and documents the results of these reviews in the Hazard Log.

In the event of a fatality, the City of Roseville complies with all FTA drug and alcohol requirements.

In California, every driver involved in an accident that results in death, injury, or property damage over \$1000, effective January 1, 2017, must report the accident on a Report of Traffic Accident Occurring in California (SR 1) form to DMV. The report forms are available at www.dmv.ca.gov, by calling 1-800-777-0133, and at CHP and DMV offices. Also, under California Vehicle Code §16002(b) the driver of a vehicle that is owned or operated by a publicly owned or operated transit system, or that is operated under contract with a publicly owned or operated transit system, and that is used to provide regularly scheduled transportation to the general public or for other official business of the system shall, within 10 days of the occurrence of the accident, report to the transit system any accident of a type otherwise required to be reported pursuant to subdivision (a) of Section 16000. MV requires driver notification to MV Dispatch immediately in the event of an accident and maintains records of any report filed pursuant to this paragraph. The MV General Manager notifies the City of Roseville immediately, or within 24 hours, based on the severity of the event.

Management of Change

The City of Roseville is a Small Public Transportation Provider and, therefore, is not required to have a management of change process.

Continuous Improvement

The City of Roseville is a Small Public Transportation Provider and, therefore, is not required to have a continuous improvement process.

7. Safety Promotion

Competencies and Training

The Chief Safety Officer, or designee, ensures that all employees receive the training provided to understand their specific roles and responsibilities for the implementation of the Safety Management System (SMS).

All employees are required to acquire the competencies and knowledge for the consistent application of their skills as they relate to safety performance objectives. The City of Roseville dedicates resources to conduct effective safety-related skill training. The scope of the safety training is appropriate to each employee's individual safety-related job responsibilities and their role in SMS. The City's Injury and Illness Prevention Program (IIPP) describes the City's Safety Training Program for City Employees. The City may have additional training requirements for contractors, which are described in any agreements between the City and the contractor. This includes training as described in the contract between the City of Roseville and the transit operator and identified in the transit operator's Safety Policy Manual. The contracted transit operator provides ongoing training, retraining, and safety education for all safety sensitive positions, including but not limited to vehicle operators, dispatchers, and supervisory personnel, which conform to regulation agency requirements, e.g., Federal and State Departments of Transportation, California Highway Patrol and other applicable agencies.

Vehicle maintenance safety-related skill training includes the following:

- Ongoing skill training
- Hazardous material spill prevention & control
- Training provided by vendors
- Heat illness prevention
- Back injury prevention
- Equipment safety training, including but not limited to:
 - o Forklift
 - o Aerial
 - o Crane
- Traffic control & flagging
- Welding safety
- Fire extinguisher
- Injury & Illness prevention
- Bloodborne pathogen exposure control
- Outdoor smoke protection plan
- Drug & alcohol recognition
- Fall protection
- CPR/AED & first aid
- Hearing conservation

The operations skill training for safety-sensitive positions, provided by the contracted transit operator, includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training, including but not limited to:
 - o Hazard communication,
 - o Drug and alcohol policies and procedures,
 - o Pre-trip and post trip inspections,
 - o Lift operations and securement systems,
 - o Onboard video systems,
 - o Defensive driving and road safety,
 - o Vehicle operations,
 - o Accident and emergency procedures,
 - o Fatigue management,
 - o Bloodborne pathogens,
 - o Road safety, and
 - o Americans with Disabilities Act
- Driver refresher training, under the following conditions:
 - o Return To Work (from inactive status) – Required when a driver/operator returns from “inactive” status (from a period of 30 days or more). In these cases, the driver must receive a one-day/8 hours “general purpose” refresher training designed to remind the driver of the general standards and defensive driving guidelines and to ensure his/her proficiency.
 - o Post Accident / For cause – Required after every “preventable” accident, or whenever mandated by management for retraining / corrective purposes.
 - o Seasonal – Required annually at all divisions operating in seasonal adverse weather environments (i.e.: Winter driving, onset of adverse weather, etc.).
 - o Biannually – At a minimum of every two years, each driver/operator shall receive a “general purpose” refresher training.
- Ongoing training for drug & policy procedures for safety sensitive positions.
- Ongoing training for dispatchers, operations supervisors and managers.
- Other safety-related training, including:
 - o System, security & emergency preparedness plan,
 - o Heat illness prevention plan,
 - o Injury prevention program, and
 - o Hazardous materials safety data sheets.

Safety Communication

The primary goal of safety promotion at the City of Roseville is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture of the City of Roseville is one which is clearly communicated throughout the organization. This approach will foster informed employees that understand safety risks and are provided with the necessary knowledge, training, and resources that allow them to work continuously to identify risks and enhance safety.

The City of Roseville uses communication tools tailored to meet the needs of the public, employees, and contractors. Some of the tools the City of Roseville uses to communicate safety messages include:

- Email
- Bulletin board postings
- Posters

- Public service announcements
- Staff meetings
- Public meetings
- Social media posts
- City of Roseville website
- Internal employee website (HUB)
- Newsletters

Roseville Transit's Public Participation Plan of the City of Roseville Title VI Program provides further guidance for public involvement associated with specified FTA funded activities. Additional information on employee safety communication is included in the IIPP.

The contracted transit operator may use the tools listed above or use other tools tailored specifically to meet the needs of the contracted transit employees to communicate safety messages.

8. Additional Information

The City of Roseville maintains documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

9. Definitions

Accident means an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; and an evacuation for life safety reasons.

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency's Transit Asset Management (TAM) Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with **49 U.S.C. 5329(d)**, and the City's TAM Plan in accordance with **49 U.S.C. 5326**.

Chief Safety Officer means an individual who has responsibility for safety and meets the requirements specified at 49 C.F.R. §673.5 and §673.23(d)(2).

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of Roseville Transit.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under **49 U.S.C. Chapter 53**.

National Transit Database: means Nation's source for information and statistics on the transit systems of the United States.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of Roseville Transit.

Performance Measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by **49 U.S.C. 5329**.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation means a method or methods to eliminate or reduce the effects of hazards.

Roseville Transit Agency Safety Plan means the City of Roseville's Public Transportation Agency Safety Plan.

Safety Assurance means processes within the City's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the City meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means the City's documented commitment to safety, which defines the City's safety objectives and the accountabilities and responsibilities of its employees in regard to public transportation safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of the City's public transportation safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk Assessment means the formal activity whereby the City determines Safety Risk Management priorities by establishing the significance or value of its public transportation safety risks.

Safety Risk Management means a process within the City's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious Injury means any injury which:

- Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider means a recipient or subrecipient of Federal financial assistance under **49 U.S.C. 5307** that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by **49 U.S.C. 5329(e)** and the regulations set forth in **49 CFR part 674**.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by **49 U.S.C. 5326** and **49 CFR part 625**.

Vehicle Revenue Miles means the hours that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue hours include: Layover / recovery time. Vehicle revenue hours exclude: Deadhead; Operator training; Vehicle maintenance testing; and School bus and charter services.

10. Attachments

1. City Council Approval
2. Certification of Compliance
3. City of Roseville Injury and Illness Prevention Program
4. MV Safety Policy Manual

[insert Resolution]

[Insert Certification of Compliance]



City of Roseville

Injury and Illness Prevention Program

311 Vernon Street
Roseville, California 95678
www.roseville.ca.us



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INJURY AND ILLNESS PREVENTION PROGRAM

MANAGEMENT APPROVAL

Adoption: The Injury and Illness Prevention Program (IIPP) is hereby approved and supersedes any previously adopted IIPP.


Ray Kerridge, City Manager

4-26-11
Date

INTRODUCTION

The City of Roseville makes all reasonable efforts to:

- Protect the health and safety of employees and the public;
- Provide safe workplaces and working conditions;
- Provide information to employees about health and safety hazards;
- Identify and correct health and safety hazards and encourage employees to report hazards to management;
- Provide information and safeguards to employees regarding hazards arising from City operations.

Per California Code of Regulations, Title 8, CCR 3203, the City of Roseville has adopted an Injury and Illness Prevention Program (IIPP) which describes specific requirements for program responsibility, compliance, communication, hazard assessment, accident/exposure investigation, hazard correction, training, and record keeping.

It is the policy of the City to provide for the continuous development, implementation and maintenance of a safety program that will enhance a safe and healthy work environment for all employees.

DEFINITIONS

Occupational Health and Safety Program

The Occupational Health and Safety Program consists of the IIPP and all support programs, policies, procedures, regulations and practices that serve to promote the safety efforts of the City. Safety Program elements may include, but are not limited to, occupational safety, facility safety, public safety, environmental health and safety, emergency preparedness, health and wellness promotion, liaison activities with Cal/OSHA and other regulatory agencies, and information services.

Positions/Titles

Program Administrator – The classification of Human Resources Director shall serve as the Program Administrator for the City's Safety Program. The Program Administrator reports directly to the Assistant City Manager.

Safety Officer – A management level classification within the Human Resources Department, as designated by the Human Resources Director, shall serve as the Safety Officer for the City's Safety Program. The Safety Officer reports directly to the Program Administrator.

Department Heads – All classifications charged with the lead management role for the major departments within the City organizational structure.

Managers – Second and third line management classifications within each major City department charged with the oversight of divisions and/or specific work groups within the department, such as Assistant Department Heads, Division Heads and Superintendent level classifications.

Supervisors – All classifications charged with the supervision of City employees.

Safety Representatives – Members of a department specific Safety Committee

Occupational Health and Safety Committee – Members of the citywide Occupational Health and Safety Committee who report to the Department Head Team.

NOTE: Due to the variety of job classifications within the City, some classifications and some working titles may not be designated as "supervisory" but are still the responsible "person-in-charge". These individuals are still responsible for carrying out all elements of the IIPP, because they are charged with the overall responsibility for a project, which includes enforcing safety and health programs, policies, procedures, regulations and work practices, and protecting employees, visitors, and the public from harm in connection with City operations.

Terminology

Shall – Denotes a requirement.

Should – Denotes a recommendation.

May – Denotes a permission; neither a requirement nor a recommendation.

Will - Denotes that something is required or mandatory, but allows the responsible employee or party some discretion as to when, where and how.

ROLES AND RESPONSIBILITIES

City Manager

Responsibility for health and safety rests with the City Manager. The City Manager is responsible for integrating safety into the culture of the City and providing program direction to ensure a safe, healthy, and secure work environment for employees and the public including persons with disabilities. This includes ensuring that the work environment is free from violence, threats, harassment, and intimidation for its employees, officers, agents and volunteers and that the public is protected from harm in connection with City operations.

Program Administrator and Safety Officer

The Program Administrator is:

Title: Human Resources Director
Address: 311 Vernon Street, Roseville, CA 95678
Telephone: (916) 774-5475 or 774-5202

The Program Administrator shall provide oversight and guidance in the implementation of the IIPP and shall ensure the integration of safety into the culture of the City. To assist in those efforts the Program Administrator shall designate a staff person to serve as the Safety Officer for the City.

It is important to note that it is *not* the Program Administrator's responsibility to manage the Safety Program. Responsibility for the implementation, administration, and management of the Safety Program rests with department heads, managers and supervisors. The Program Administrator and Safety Officer shall coordinate, oversee, support and assist department heads, managers and supervisors in all Safety Program efforts.

Department Heads

The role of department heads is critical to the success of the City's safety efforts and the integration of safety accountability into the culture of the City. Department heads must ensure the performance and compliance of all safety related programs, policies, regulations and practices by managers, supervisors and employees within their respective departments.

Managers and Supervisors

The role managers and supervisors play in the Safety Program is crucial to achieving the goal of a safe, healthy and secure work environment for employees and the public. Managers and supervisors must understand, and demonstrate by example, knowledge of all safety related programs, policies, procedures, regulations and work practices that pertain to their area(s) of supervision. They must ensure that all employees within their work groups are trained in and actively utilizing all safety related protocols in their daily work activities. In addition, managers and supervisors are tasked with cultivating an environment that supports all safety efforts and encourages employees to actively participate in Safety Program efforts by reporting unsafe work conditions without the fear of reprisal.

Employees

Ultimate responsibility for safety rests with the employees. The City has an obligation to provide training to employees in all areas of performance and safety and employees have a responsibility to observe the highest possible standards of safety in the performance of service and execution of all assigned duties.

Refer to Appendix "A" (Safety Program Roles and Responsibilities) for a detailed list of duties and responsibilities as they relate to the Safety Program.

Safety Representatives

Safety Representatives shall:

1. Attend and take an active role in Occupational Health and Safety Committee meetings and activities;
2. Periodically evaluate and forward to the Safety Officer recommendations on safety and training needs;
3. Participate as necessary in safety inspections, workshops or other training;
4. Observe and recommend corrective action(s) as appropriate of any departmental working condition(s) or practice(s) which may be deemed unsafe or unhealthy;
5. Consult with the Safety Officer on departmental safety matters requiring research and/or technical advice.

The Occupational Health and Safety Committee

The Occupational Health and Safety Committee shall:

1. Meet regularly, but not less than quarterly;
2. Maintain and make available written records of safety and health issues discussed at committee meetings. These records shall be maintained for a minimum of one (1) year;
3. Support the safety inspection program;
4. Participate in the development and implementation of safety training programs, as needed;
5. Review, evaluate and make recommendations as appropriate on reports submitted by the Safety Officer and/or other safety consultants;
6. Make recommendations to the Safety Officer and/or department heads on the committee's findings concerning safety hazards, practices, or other safety-related matters.

Refer to Appendix "B" (Administrative Regulation 2.04, "Occupational Health and Safety Committee By-Laws") for a description of the Committee's role in the Safety Program.

ANTI-REPRISAL POLICY

Employees shall not be discharged or discriminated against in any manner for reporting of health and safety hazards to the City of Roseville or to appropriate governmental agencies. Managers and supervisors shall inform employees of this policy and encourage reporting of workplace hazards to management.

VIOLENCE IN THE WORKPLACE

The City is concerned about the safety and security of its employees, officers, agents, volunteers and citizens of the community. The City has adopted a Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the City or which occur on City property will not be tolerated.

To address this issue, the City has developed a policy that bans violence in the workplace. This policy provides a guideline for responding to violence or threats of violence in the workplace. It includes the general roles and responsibilities of employees, supervisors, the Human Resources Department, and Police Department. Each supervisor is responsible for ensuring that employees under their direction are trained in this policy.

Violations of this policy will lead to disciplinary action up to and including termination. Threats or acts of violence include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City, or to create a hostile, abusive, or intimidating work environment for one or more City employees.

Refer to Appendix “C” (Administrative Regulation 1.06, “Violence in the Workplace Policy”).

COMPLIANCE

The City of Roseville will ensure that employees comply with safe and healthful work practices. Department heads, managers and supervisors are responsible for establishing and maintaining good health and safety practices. To ensure compliance:

- Employees shall be recognized for following safe and healthful work practices (e.g., oral acknowledgments, recognition at meetings, awards, etc.);
- The City shall maintain a Safety Incentive Program designed to foster safety in the workplace by all employees in all work situations;
- Employees shall be trained and retrained, as necessary or as required;
- Health and safety practices shall be integrated into employee job descriptions and performance appraisals;
- Disciplinary actions, as appropriate, shall be taken for failure to follow safe and healthful work practices;
- The anti-reprisal policy for employees reporting safety and health concerns as stated in this document shall be enforced.

Refer to Appendix “D” (General Safety Rules and Precautions – Municipal Code 3.13.060) for a list of safety rules and precautions common to all workplaces.

Refer to Appendix “E” (Safety Incentive Program) for program details.

COMMUNICATION

The City uses various forms of communication to relay information in readily understandable formats to all employees on matters relating to occupational safety and health, including, but not limited to:

- Training and Instruction;
- The City Occupational Health and Safety Committee;
- Departmental Safety Meetings;
- Tailgate Meetings;
- Information Distribution;
- Anonymous and Confidential Hazard Reporting.

The specifics for each venue are described below:

Training and Instruction

It is the policy of the City to encourage and provide vocational, safety and health and wellness education and training for all employees in order to maintain efficient, effective, and safe working conditions.

Such training programs may include lectures, demonstrations, assignment of reading materials, or other such devices or forums designed to improve the effectiveness and broaden the knowledge of City employees in the performance of their respective duties.

Responsibility for vocational training and observance of safe work practices shall be shared by the City, the respective departments, and the employees. In this regard, employees shall be responsible for attending, absorbing, and applying the information provided by training programs to daily work activities.

The City's Occupational Health and Safety Committee

In order to ensure that the goals and objectives of the Safety Program are effectively carried out, the City has established an Occupational Health and Safety Committee. The committee is comprised of the Safety Officer and safety representatives from designated departments, divisions, or work units. Each department will have a representative assigned to the Committee and those departments whose primary work environment is more administrative in nature will have one representative collectively who will ensure communication transpires both to and from the Committee. OHS Committee members will funnel information to departmental Safety Representatives as yet another venue to relay safety-related information and issues.

Department Safety Meetings

The purpose of Department Safety Meetings is to provide a forum for management level discussion of safety related issues and new program implementation. These meetings also provide a venue to resolve safety related concerns; to provide a means of evaluating the safety related performance of managers and supervisors; and, to provide a forum for the Safety Officer and/or safety representatives to voice suggestions and concerns dealing with safety within respective departments. The department heads, manager(s) and supervisor(s) should present these meetings and trainings based on the exposures and needs identified. Suggested topics include, but are not limited to: department and City emergency procedures; injury and incident

experience; results of various safety inspections; safety related projects; preventative and corrective actions of potentially serious incidents; items discussed in Occupational Health and Safety Committee meetings.

Tailgate Meetings

The purpose of a tailgate meeting is to provide safety training on new procedures and equipment, to discuss safety issues related to a current project, process or work practice, and to provide employees with a regular forum for reporting and discussing safety concerns. The managers and supervisors should conduct these health and safety meetings based on the exposures presented; however, employees and guest speakers are encouraged to present topics and participate in presentations. Suggested topics include, but are not limited to: past performance and current safety goals; lockout/tagout; office safety; emergency procedures; hearing conservation; proper lifting techniques and back injury prevention; hazard communication; machine guarding; fire prevention; vehicle safety; confined space entry; respiratory protection; chemical hazards; proper handling of hazardous materials and waste; and personal protective equipment. All tailgate safety meetings shall be documented. Documentation shall include the topic, date, presenter, list of the persons in attendance, and outline of key elements presented in meeting.

Refer to Appendix “F” (Weekly Tailgate Safety Meeting Report) for a sample reporting form.

Information Distribution

The Program Administrator and/or Safety Officer will publish or disseminate public notices, memorandums, emails, posters, manuals or newsletters to be used to inform employees on a variety of topics to include, but not limited to, specific safety information, occupational safety, facility safety, environmental health and safety, emergency preparedness, and health and wellness topics as well as off-the-job safety issues.

These notices may be posted on department bulletin boards, distributed electronically or provided to employees as hand-outs. Departments shall use bulletin boards and/or electronic media for posting information on safety in locations accessible to all employees. Information such as changes in protocol, safety bulletins, incident statistics, training announcements, and other safety information shall be distributed and/or posted as they become available. Department heads will ensure that all employees know the location(s) and have access to the location(s) of these notices.

Anonymous and Confidential Hazard Reporting

Communication is not limited to the dissemination of information to employees from management. Employees are encouraged to promptly report any and all hazards and/or safety issues to management in order to assure that hazards and safety issues are addressed and corrected in a timely manner. It is the intent of the City to encourage and solicit employee input and participation in the Safety Program by identifying hazards and safety issues without fear of reprisal. However, should employees wish to remain anonymous, the City has provided mechanisms by which employees can report hazards or safety issues without identifying themselves.

Confidential hazard reporting can be accomplished through a variety of formats. Written reports can be submitted into suggestion boxes located in building break rooms and other

common locations throughout the City. Any employee may call (916) 774-5555, the City's Safety Patrol Line, anonymously, or confidentially, to report a hazard or share a health and safety concern. In addition, anonymous reporting can be mailed to the Safety Officer via internal mail.

Refer to Appendix "G" (Safety Suggestion Form).

Reporting of hazardous substances in accordance with the California Hazard Communication Regulation (8 CAC 5194) is outlined in the City's "Hazard Communication Program."

Refer to Appendix "H" (Administrative Regulation 2.06, "Hazard Communication Program").

SCHEDULED AND PERIODIC INSPECTIONS

The City has the following procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Managers and supervisors are responsible for seeing that periodic inspections are conducted, and to know which Cal/OSHA safety orders contained in Title 8 of the California Code of Regulations apply to their workplace. An inspection format that most closely relates to the environment being inspected shall be utilized. In addition, the Safety Officer may assist managers and supervisors in the development of self-inspection forms, checklists and guides for inspection and record keeping. Upon request, the Safety Officer will also conduct or arrange for third parties to conduct periodic assessments to assist managers and supervisors in identifying and correcting potential hazards.

Frequency

Comprehensive safety and health inspections of facilities, departments, divisions and work areas shall be conducted periodically, at least annually, as determined by the Safety Officer. The frequency of periodic inspections will depend on the activities or operations involved, the magnitude of the hazards, the proficiency of employees, changes in equipment or work processes, and the history of work-place injuries and illnesses or general liability claims within City facilities. Inspections shall be conducted whenever new substances, processes, procedures, or equipment are introduced to the workplace that represent a new occupational safety and/or health hazard; and whenever the City is made aware of a new or previously unrecognized hazard. Inspection recommendations include, but are not limited to:

- Fire Extinguishers – Monthly (required)
- Automated External Defibrillator (AED) – Quarterly
- Safety Eye Wash/Shower – Monthly (required)
- Hazardous Waste Storage Areas – Weekly (required)
- Office Buildings – Annual
- Vehicles – Daily/Monthly
- Forklifts – Daily by each individual operator
- Construction and/or high hazard operations – Every six (6) months

Inspection Teams

Inspections should be conducted by personnel who, through experience or training, are able to identify actual and potential hazards and understand safe work practices. Inspection teams may consist of any combination of the following:

- The department/division safety representative or an assigned representative knowledgeable about hazards and safe work practices within the department/division/facility being inspected;
- A member of the City's Fire Department or Building Department familiar with fire and building code enforcement;
- A member(s) of the Occupational Health and Safety Committee;
- The Safety Officer, or designee, who may also arrange for a consulting safety expert as appropriate for prevailing conditions (e.g., consulting safety engineer, Cal/OSHA inspector, etc.).

Scheduling Inspections

The coordination and scheduling of inspections shall be the responsibility of the Safety Officer. Arrangements for inspections shall be made in such a way as to minimize disruption of operations; however they shall be scheduled at times which will permit an accurate and representative view of equipment and work procedures in the department or division. Scheduled inspections are in addition to the everyday and periodic safety and health checks that are part of the routine duties of managers and supervisors.

Conducting Inspections

1. The inspection team shall carefully note the condition of the physical workplace(s), equipment and tools to ascertain the existence of unsafe practices or unhealthy/unsafe conditions. The standards for such evaluation shall include, but are not be limited to, Cal/OSHA regulations and/or City and department or division programs, policies, procedures or regulations.
2. Workplaces shall also be observed and employees on the job questioned as necessary to determine if proper personal safety equipment is available and used as required, and if safe working procedures are followed according to established standards, practices, and regulations.
3. Employees of any department or division may submit verbal and/or written recommendations regarding the existence of unsafe practices or unhealthy conditions.
4. The Safety Officer shall be responsible for obtaining and providing to members of the inspection team the standards and/or regulations which apply. The Safety Officer may also develop inspection checklists or other guides to facilitate the inspection process.

Refer to Appendix "I" for sample Safety Inspection Checklists.

Processing, Evaluation, and Handling of Inspection Results

1. Full and complete records of safety inspections shall be submitted to the Safety Officer, who shall review the findings and address deficiencies noted. Any safety hazards identified in the inspection records shall be addressed immediately and in accordance with hazard severity.
2. Should findings and recommendations warrant further review, the Safety Officer shall prepare a report summarizing the inspection findings and recommendations.
3. A copy of this report shall be furnished to each member of the inspection team, the department head, manager, supervisor, and/or Occupational Health and Safety Committee as appropriate.

4. In the event disagreement occurs among members of the inspection team as to whether an observed condition or practice is, in fact, unsafe, or as to the appropriate remedy for an unsafe condition or practice, said situation will be decided by the Safety Officer, or may be referred to outside consultation services at the Safety Officer's discretion.

Record Keeping of Scheduled and Periodic Inspections

Although Cal/OSHA requires that records of scheduled and periodic inspections to identify unsafe conditions and work practices be maintained for a minimum of one (1) year, the City shall retain these records for two (2) years, in case of third party litigation in accordance with the City's Record Retention Schedule. The records shall include:

- The name(s) of the person(s) conducting the inspection;
- Any description(s) of the unsafe condition(s) and work practice(s);
- The action(s) taken to correct the identified unsafe condition(s) and work practice(s).

Managers, supervisors or designated staff persons within the department are responsible for maintaining these records and providing a copy to the Safety Officer.

INJURY AND ILLNESS INVESTIGATIONS

The City investigates all accidents, occupational injuries and/or illnesses, as well as property damage incidents to reduce the potential for future incidents that could result in injury. The following standardized procedures for reporting and investigating occupational injuries, illnesses, and accidents are reviewed below.

Reporting Procedures

- Employees shall report all accidents, incidents, and exposures with the potential for injury or damage to their immediate supervisor as soon as possible.
- The supervisor shall contact the Human Resources Department immediately to report any deaths or serious injury or illness (defined as more than 24-hours' hospitalization for other than observation; permanent disfigurement; loss of body part; per Title 8 CCR 330).
- The Human Resources Department shall immediately report any death or serious injury or illness to Cal/OSHA per Title 8 CCR 342. Note: Immediately means as soon as practically possible but no longer than eight (8) hours from the City's receipt of knowledge of the serious injury or illness.
- Other incidents will be reported to Cal/OSHA on a case-by-case basis as determined by the Safety Officer.

For all other injuries, contact the immediate supervisor and/or the Human Resources Department.

Standardized Forms for Injuries

- Supervisors shall provide an Employee's Claim for Workers' Compensation Benefits (Form DWC-1) within twenty-four (24) hours to the injured employee immediately following any accident or notice of injury.
- The Supervisor's Report of Accident shall be completed by the supervisor for all injury/illness/exposures within twenty-four (24) hours and forwarded to the Human Resources Department.
- The Employer's Report of Occupational Injury or Illness (Cal/OSHA Form 5020) shall be completed by the Human Resources Department within five (5) days of receipt of a claim form or for cases when one workday or more is lost by an employee or when treatment of the employee is required by a physician in a medical facility.
- The supervisor shall complete and retain a copy of all Injury/Incident Investigation reports with a copy to the Safety Officer showing the management analysis of the loss and the corrective action taken.

Standardized Forms for Accident/Exposure Investigations

- Incidents involving theft, vandalism, potential liability exposure or other damage related issues shall be reported on the City's "Incident Report Form".
- Incidents involving vehicle and/or equipment accidents shall be reported on the City's "Vehicle/Equipment Accident Report".

Please note: The "Incident Report Form" and the "Vehicle/Equipment Accident Report" are to be used in situations where there is no employee injury OR in addition to, if appropriate, the "Supervisor's Report of Accident" in cases where there is an employee injury.

Refer to Appendix "J" (Supervisor's Report of Accident), Appendix "K" (Incident Report Form), and Appendix "L" (Vehicle/Equipment Accident Report).

All completed report forms are to be submitted to: The Human Resources Department

You may call (916) 774-5475 or (916) 774-5202 with any questions.

Investigation Steps

The supervisor should take the following steps in an investigation:

- Interview injured worker(s) and witness(es);
- Examine workplace factors associated with the accident/exposure;
- Take photographs as warranted;
- Determine the possible cause(s) of the accident/exposure;
- Take corrective action(s) to prevent the accident/exposure from recurring;
- Record the finding(s) and corrective action(s) taken.

The Safety Officer is available to assist in any aspect of the investigation.

HAZARD CORRECTION

The City has a commitment to correct unsafe or unhealthful work conditions in a timely manner, based on the severity of the hazard. Hazards or unsafe work conditions shall be prioritized by severity and corrected when observed or discovered. When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, all exposed personnel will be removed from the area except those necessary to correct the existing condition. Necessary safeguards to correct the hazardous condition shall be provided to employees.

Unsafe conditions that cannot be corrected with the resources available to managers or supervisors shall be reported to the next level of management. If the correction is outside the authority of departmental maintenance and/or departmental funds are not available, the department head shall seek other resources from the City to make the necessary corrections.

Hazard Definitions

Catastrophic – May cause permanent disability, loss of life or body part. Condition should be corrected immediately.

Critical – May cause serious injury or illness resulting in temporary disability. Condition should be corrected as soon as possible.

Marginal – May cause minor (non-disabling) injury or illness. Condition should be corrected as soon as practicable.

Negligible – Probably would not affect personnel safety or health, but is, nevertheless, in violation of a program, policy, procedure or regulation. Condition should be corrected if it worsens or as routine maintenance schedules allow.

SAFETY TRAINING PROGRAM

The Safety Officer is responsible for oversight of the City's required safety training. Employees shall receive required training as per Federal and State mandates to include, but not limited to, all applicable training as outlined in Title 8 CCR Division 1, Chapter 4 (Construction Safety Orders) and Division 1, Chapter 7 (General Industry Safety Orders). Training in areas of personal protective equipment (PPE), safe work procedures and equipment employees are required to use in their respective work assignments is the responsibility of each department head, and respective managers and supervisors.

All training is managed through an online learning management system with oversight by the Safety Officer. This system manages all training provided to employees of the City, not just mandated training courses. The City's learning management system, Roseville University ("RoseU"), allows a manager, supervisor and employee to register to attend training courses, review required and recommended training, review training certification status, view and print completed training activities, and view upcoming training offerings.

Refer to Appendix "N" (Employee Training Analysis) for sample employee training documentation.

Training Content

Managers and supervisors shall ensure that employees are trained in:

- General and job-specific health and safety programs, policies, procedures, regulations, practices and hazards;
- Recognition and assessment of health and safety risks;
- Minimization of risks through sound safety practices and use of protective equipment;
- Process for reporting potential hazardous conditions.

The City has organized its Safety Training Program as described below:

Level 1 Training

- Includes general orientation provided by the Human Resources Department to all new employees;
- Includes information on the City's general health and safety programs, policies, procedures, regulations and practices; employee health and safety rights and responsibilities; health and safety services; including what an employee can expect in terms of further training;
- Includes what to do in the event of an accident including immediate injury reporting and how to obtain medical treatment;
- Includes a review of the City's workers' compensation program and the protection it affords injured workers;
- Includes information on the City's return-to-work policy and the efforts the City will make to help ensure all injured employees are returned to work with minimal risk and disruption.

Level 2 Training

- Provided at the department level by managers, supervisors, or safety representatives, to all employees concerning the special hazards that may be encountered relative to their specific duties;
- Training topics may include, but are not limited to, ergonomics, hazard communication (i.e., hazard identification, hazardous materials safety, hazard reporting), violence in the workplace, emergency response and evacuation procedures, fire and earthquake safety, rights and responsibilities, personal protection, and record keeping, as applicable;
- Industry experts may be used for aspects of Level 2 training that require special knowledge or expertise. These experts may be outside consultants or may be in-house staff with special knowledge, skill and/or training.

Level 3 Training

- Level 3 training is provided at the department level by managers, supervisors or identified instructors for those employees with specific high-hazard exposures including, but not limited to, public safety employees and those employees exposed to work environments involving construction, excavation, confined space, motor vehicle operation, heavy equipment and power tool operation;
- Level 3 training consists of information specific to the hazards and equipment used by these individuals;

- Training is by one or more of the following methods: class lecture, safety meetings (formal or informal), and/or hands-on instruction;
- Material safety data sheets, videos, pamphlets, booklets, class syllabus, and postings may be used to supplement training;
- Industry experts may be used for aspects of Level 3 training that require special knowledge or expertise. These experts may be outside consultants or may be in-house staff with special knowledge, skill and/or training.

Training Schedule

Training shall be provided:

- When the IIPP is first established;
- Whenever substantive changes are made to the IIPP;
- When new employees are hired;
- When employees are given new job assignments for which training has not previously been received;
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard;
- Whenever new programs, policies, procedures or regulations are adopted;
- Whenever the City is made aware of a new or previously unrecognized hazard;
- When employees become supervisors (so that they can familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed and to acquire knowledge and understanding of the unique role a supervisor has in the area of safety).

Training Resources

- The Safety Officer will assist department heads, managers and supervisors in providing health and safety training to employees on a variety of topics (the Safety Officer can also assist in locating industry experts to use in presenting material when necessary).
- The Safety Officer oversees the learning management system and standardized forms and procedures for documenting and maintaining safety training records.
- The Safety Officer has access to a safety DVD library, a collection of safety publications, and safety professionals to assist department heads, managers and supervisors in implementing training programs.

Training Records

- Documentation of health and safety training for each employee shall include: (1) name or other identifier, (2) training dates, (3) type(s) of training, (4) training providers, and (5) an outline of key elements presented in the training.
- Although Cal/OSHA requires this documentation be maintained for at least one (1) year, the City shall maintain this documentation for at least ten (10) years in accordance with the City's Record Retention Schedule.
- Managers, supervisors or designated staff persons within the department and the Safety Officer are responsible for maintenance of all training records.
- Training records shall be maintained through the City's learning management system ("RoseU").

RECORD KEEPING

Injury and Illness Records

City policy requires that a record-keeping system be instituted and maintained by the Safety Officer for all injury and illness records. The Human Resources Department shall be responsible for injury and illness record-keeping as required; requirements include:

1. Obtaining a report of every injury and/or illness requiring medical treatment;
2. Recording each recordable injury or illness on the Cal/OSHA Log Form 300 per the instructions on the log. Do not record first aid incidents;
3. Preparing a supplementary record of each occupational injury and illness on Cal/OSHA Form 301;
4. Preparing the Cal/OSHA summary form 300A every year and post it no later than February 1 with the Program Administrator's signature. The posting shall be posted where employees can see it and shall remain posted through April 30th;
5. Retaining all records for at least five (5) years.

The Safety Officer will review the log and records of occupational illnesses together with the reports of incidents that are not recordable with the Occupational Health and Safety Committee to identify patterns and repeat situations. Actions will be taken based on the analysis of these losses to reduce the potential for future losses.

Documentation of Inspection and Training Activities

Managers, supervisors or designated staff persons within the department shall maintain the following records of their activities relative to the IIPP for two (2) years, in case of third party litigation in accordance with the City's Record Retention Schedule.

Records of scheduled and periodic facility inspections shall include the following documentation:

- Name of person(s) conducting the inspection;
- The unsafe condition(s) or work practice(s) identified;
- The action(s) taken to correct the unsafe hazard(s) or work practice(s).

Records of training activities shall include the following documentation:

- Name of employee(s) trained;
- Date(s) of training;
- Type of training/brief description of training;
- Name of trainer.

The Safety Officer shall maintain inspection records a minimum of two (2) years and training records a minimum of ten (10) years as outlined by the City's Record Retention Schedule.

SAFETY PROGRAM ROLES AND RESPONSIBILITIES

Responsibility for safety is assigned to each and every employee of the City of Roseville; however, in order to achieve the specific requirements of the IIPP, key functions, tasks and responsibilities must be assigned to identified persons or levels of classification within the City. Though not all inclusive, this document serves to identify those key considerations and responsibilities, and shall function as a guide in identifying each employee's specific role in meeting the goals of the City's Safety Program and the requirements of the IIPP.

City Manager shall:

- Demonstrate a genuine interest and commitment to the Safety Program;
- Ensure department head involvement and commitment to the Safety Program;
- Convey an expectation that safety is everyone's responsibility;
- Provide support to the Program Administrator and the Safety Officer in the oversight and implementation of the IIPP;
- Provide support to department heads, managers and supervisors in Safety Program efforts.

Program Administrator and Safety Officer shall:

Compliance

- Support and create a culture that exemplifies behavioral changes in work habits and procedures that produces an injury/accident free and more productive workplace.
- Establish and participate in an Occupational Health & Safety Committee designed to comply with Cal/OSHA guidelines and serve as an integral part of the City Safety Program.
- Advocate and champion the enhancement of the performance management system to include safety accountability in the employee evaluation process.
- Incorporate safety into annual program goals and objectives of the City.
- Enforce City's Anti-Reprisal Policy for reporting by employees of health and safety hazards.
- Serve as liaison with governmental and regulatory agencies on safety-related issues.
- Implement, maintain and provide oversight to all programs, policies, procedures and regulations necessary for the operation of a meaningful City-wide Safety Program.
- Provide assistance to department heads, managers, supervisors and safety representatives in the research, development and distribution of safety and health and wellness programs, policies, procedures, regulations and guidelines.
- Develop policies and procedures to ensure prompt reporting of all work-related injuries and illnesses pursuant to Cal/OSHA regulations (Title 8 CCR 342(a)).
- Report serious injuries involving hospitalization or death of an employee as defined by Title 8 CCR 330, to the State Department of Industrial Relations within eight (8) hours of occurrence (Title 8 CCR 342(a)).

Appendix “A”

Safety Program Roles and Responsibilities

- Develop policies and procedures to ensure prompt reporting of all accidents involving property damage to ensure compliance with City safety and loss control efforts.
- Develop injury, illness and accident trend data and distribute and review with department heads and Loss/Control Safety Committee for use in safety and loss control efforts.
- Develop, maintain and enforce a policy on zero tolerance of violence in the workplace (Administrative Regulation 1.06).
- Investigate all reports of behavior by City employees that potentially constitute a violation of the City’s Violence in the Workplace Policy and ensure that investigative findings are referred to the Human Resources Director and/or Police Department as appropriate (Administrative Regulation 1.06).
- Maintain required safety training, inspection, investigation and injury records as required, and determine injuries as recordable/non-recordable as defined by Cal/OSHA (Title 8 CCR 14300 et seq.).
- Establish and maintain a Safety Incentive Program designed to foster safety and provide recognition of safety efforts.

Communication / Training

- Establish and promote a variety of forums for the distribution of safety-related information to all employees and ensure that the information is relayed in a readily understandable format and is easily accessible.
- Research, maintain and distribute current information on local, state, and federal safety and health and wellness regulations to department heads, managers, supervisors, safety representatives and others as necessary in a timely manner.
- Ensure that Occupational Health & Safety Committee meeting agendas, minutes and reports are prepared and distributed to Committee members, department heads, managers, supervisors and employees as appropriate.
- Establish and support a culture that encourages employees to report hazards, near misses and accidents without the fear of reprisal.
- Establish and provide oversight and assistance for a Safety Training Program to ensure compliance with all safety training requirements.
- Provide Level 1 Training as described in the IIPP to all new employees.

Inspection / Investigation / Hazard Identification and Correction

- Coordinate and provide oversight of periodic and scheduled safety inspections of City facilities and operations to identify unsafe conditions and work practices.
- Assist department heads, managers and supervisors in the development of safety and health inspection procedures, inspection forms, checklists, guides, and record keeping procedures.
- Assist department heads, managers and supervisors in arranging for third parties to conduct periodic safety assessments as requested or deemed necessary.
- Serve as a liaison and clearing house for regulatory agencies conducting inspections of City facilities, work sites and/or work practices.
- Review inspection and accident records/reports and prepare periodic summary reports.

Appendix “A”

Safety Program Roles and Responsibilities

- Ensure the City’s commitment to identification and correction of unsafe or unhealthy work conditions or practices through review and timely response to all safety and hazard identification reports.
- Establish, support, and maintain an injury/illness/accident report and investigation procedure for use by department heads, managers, and supervisors and provide assistance to department heads, managers and supervisors to investigate and report every accident or incident resulting in a serious injury to an employee.

Department Heads shall:

Compliance

- Provide support and demonstrate commitment to a Safety Program that encourages behavioral changes in work habits and procedures that produces an injury/accident free and more productive workplace.
- Utilize the performance management system to ensure the quality of safety performance by managers and supervisors.
- Incorporate safety into annual department goals and objectives and assure adequate funding for the implementation of safety and health and wellness programs, policies, procedures, regulations, equipment and training.
- Provide support and enforcement of the City’s Anti-Reprisal Policy for reporting by employees of health and safety hazards.
- Delegate the authority and provide support to individuals within the department to develop and implement appropriate health and safety programs, policies, procedures, regulations and work practices.
- Ensure the preparation, compliance and maintenance of specific safety and health and wellness programs, policies, procedures, regulations and work practices to be followed by all employees within the department and its various divisions and work units.
- Ensure participation and cooperation by all divisions and work units within the department in the Occupational Health & Safety Committee.
- Ensure prompt reporting of all work-related injury and illness incidents in compliance with Cal/OSHA regulations (Title 8 CCR 342(a)).
- Ensure prompt reporting of all accidents involving property damage to ensure compliance with City safety and loss control efforts.
- Review injury, illness and accident trend data and utilize the information in department safety and loss control efforts.
- Ensure an environment that is free from threats or acts of physical violence in accordance with the City’s Violence in the Workplace Policy (Administrative Regulation 1.06).
- Immediately report to Human Resources any notification of a threat or act of physical violence that potentially constitutes a violation of the City’s Violence in the Workplace Policy and assist in any subsequent investigation (Administrative Regulation 1.06).
- Provide support for and ensure compliance with the City’s record keeping requirements and processes relative to training, inspection, investigation and employee safety records.
- Provide support to all City-wide safety incentive programs and/or activities designed to foster awareness for safety.

Appendix “A”

Safety Program Roles and Responsibilities

Communication / Training

- Ensure that all safety and health and wellness programs, policies, procedures, regulations and work practices are included in a departmental orientation of all new employees; are the subject of periodic review with affected employees; and, are accessible to all employees in readily understandable formats, including, but not limited to bulletin board postings and electronic media venues (e.g. intranet).
- Review and distribute Occupational Health & Safety Committee meeting agendas, minutes and reports to subordinate staff and respond to safety-related information as appropriate.
- Ensure and promote a culture that encourages employees to report hazards, near misses and accidents without the fear of reprisal.
- Ensure that all supervisory staff have been fully trained in the IIPP, safety management responsibility and safety affecting their area responsibility, and that managers and supervisors provide required safety training to their employees.
- Ensure that managers and supervisors are providing Levels 2 and 3 training as described in the IIPP to include, but not limited to, general health and safety programs, policies, procedures, regulations, practices, hazards, personal protective equipment (PPE), and use of equipment employees are required to use in their respective work assignments.

Inspection / Investigation / Hazard Identification and Correction

- Ensure that managers and supervisors comply with and actively participate in the safety inspection process.
- Ensure that managers and supervisors are knowledgeable and in compliance with all safety and health inspection and record-keeping procedures.
- Ensure cooperation with third parties conducting safety and/or health inspections on behalf of the City.
- Ensure that the Safety Officer is notified of any inspection notification received from a regulatory agency, including, but not limited to, Cal/OSHA.
- Review inspection records/reports and ensure timely and appropriate follow-up and correction of any deficiencies noted.
- Consider and act upon appropriate recommendations from the Occupational Health & Safety Committee, Safety Officer or other safety consultants concerning the abatement of unsafe or unhealthy work conditions or practices within a timely manner.
- Provide support for and pursue resources necessary to correct or abate identified hazards.
- Ensure compliance and cooperation by managers and supervisors in the investigation of all accidents, occupational injuries and/or illnesses, and property damage incidents to reduce the potential for further injury, damage or losses and to ensure timely compliance with all reporting regulations.

Appendix “A”
Safety Program Roles and Responsibilities

Managers and Supervisors shall:

Compliance

- Demonstrate support for and implement and participate in all Safety Program components and work practices to produce an injury/accident free and more productive workplace.
- Maintain accountability for Safety Program efforts through recognition of employees who contribute to a safe workplace and discipline of employees who fail to follow safe work practices.
- Enforce health and safety rules fairly and uniformly and evaluate employees on compliance with safe work practices as part of the performance management process.
- Ensure that safety-related goals and objectives are implemented.
- Provide support and enforcement of the City's Anti-Reprisal Policy for reporting by employees of health and safety hazards.
- Develop written safety programs, policies, procedures, regulations, and work practices for all operations and exposures within the work unit(s).
- Ensure that all required safety programs, policies, procedures, regulations and work practices are in place by periodically reviewing documentation associated with work activities, exposures and hazards and through periodic review of the work practices of subordinate employees to ensure compliance.
- Establish emergency procedures for employees.
- Ensure that workplaces and equipment are safe, well maintained, and in compliance with external agency regulations, generally accepted safety practices and the City's programs, policies, procedures and regulations.
- Promote, participate and cooperate in Occupational Health & Safety Committee activities as required.
- Immediately report all incidents of work-related injury or illness to the department head and Human Resources as outlined in City policies and procedures to ensure compliance with Cal/OSHA regulations (Title 8 CCR 342(a)).
- Immediately report all accidents involving property damage to the department head and/or Safety Officer to ensure compliance with City safety and loss control efforts.
- Review injury, illness and accident trend data and utilize information in safety and loss control efforts.
- Promote an environment that is free from threats or acts of physical violence in accordance with the City's Violence in the Workplace Policy (Administrative Regulation 1.06).
- Immediately report to the department head and Human Resources any notification of a threat or act of physical violence that potentially constitutes a violation of the City's Violence in the Workplace Policy (Administrative Regulation 1.06).
- Ensure that training, inspection, investigation and employee safety records are maintained and retained for the designated period(s) of time.
- Provide support for and active participation in all City-wide safety incentive programs and/or activities designed to foster awareness for safety.

Appendix “A” Safety Program Roles and Responsibilities

Communication / Training

- Implement safety communication practices that are readily understandable and accessible by all employees and ensure that workplace safety and health and wellness programs, policies, procedures, regulations and work practices are clearly communicated and understood by employees.
- Conduct regularly scheduled safety meetings designed to communicate and promote safety programs, policies, procedures and regulations; discuss loss history and lessons learned; obtain feedback from employees; and, integrate required safety training (updates and refresher training).
- Review and distribute Occupational Health & Safety Committee meeting agendas, minutes and reports to subordinate staff and respond to safety-related information as appropriate.
- Establish and promote a culture that encourages employees to report hazards, near misses and accidents without the fear of reprisal.
- Attend training and develop personal knowledge and skill in the administration of a Safety Program including the IIPP and all safety and health and wellness programs, policies, procedures, regulations and work practices required within their area of responsibility including, but not limited to:
 - ✓ Supervisor's role in the Safety Program;
 - ✓ Hazards to employees;
 - ✓ Hazard recognition;
 - ✓ Safe work practices;
 - ✓ Accident investigation;
 - ✓ Safety inspections;
 - ✓ Training requirements.
- Provide all employees with Levels 2 and 3 training as described in the IIPP, including but not limited to, general health and safety programs, policies, procedures, regulations, practices, hazards, personal protective equipment (PPE), and use of equipment employees are required to use in their respective work assignments.
- Provide one-on-one safety coaching to employees as needed.

Inspection / Investigation / Hazard Identification and Correction

- Conduct and document routine and periodic safety inspections and ensure participation and compliance with any safety inspection scheduled by the Safety Officer or other regulatory agency.
- Schedule safety inspections based on the operations involved, the magnitude and nature of the hazards found, and the history of injuries and losses.
- Remain current on industry specific workplace safety and health standards and utilize organizational resources and applicable regulations as necessary in the inspection process.
- Ensure that personal protective equipment and operating equipment is inspected as recommended and required.
- Inspect work areas for proper housekeeping and for fire or other hazards and see that work areas are left in a safe condition at the end of each workday/shift.
- Periodically inspect and ensure that departmental safety supplies are replenished and in good working condition (first aid kits, fire extinguishers, etc.).

Appendix “A”

Safety Program Roles and Responsibilities

- Conduct inspections whenever new substances, processes, procedures or equipment are introduced to the workplace that represent a new occupational safety and/or health hazard; and, whenever a new hazard is identified.
- Cooperate with third parties conducting safety and/or health inspections on behalf of the City and ensure that corrective action(s) are taken.
- Immediately notify the department head and Safety Officer of any inspection notification received from a regulatory agency, including, but not limited to Cal/OSHA.
- Conduct timely and appropriate follow-up and correction to any deficiencies noted in inspection records/reports.
- Encourage employees to identify potential hazards and reinforce positive employee behavior by responding to and addressing employee-identified hazards in a timely manner.
- Respond to accidents and “near misses” as soon as they are reported and provide interim protection and safeguards while hazard correction is progressing.
- Review hazard identification documentation to ensure that corrective action is taken and completed.
- Prepare and submit hazard identification documentation to the department head and Safety Officer for review.
- Investigate all injuries and accidents (including property-related incidents) in a timely manner to determine causes(s) and take corrective/preventative action(s); document all investigations on the appropriate forms and submit the report(s) to department heads, the Safety Officer and/or Human Resources as appropriate.

Employees shall:

Compliance

- Demonstrate support for the Safety Program by taking personal responsibility for safety and applying a common-sense approach to safe work practices and conditions.
- Know and obey all City safety and health and wellness programs, policies, procedures, regulations and work practices.
- Know and follow emergency procedures.
- Perform work only when instructed and authorized to do the job safely.
- Use mechanical safeguards and personal protective equipment, methods and processes as directed and/or required for assigned task(s) and job exposure(s) and not interfere with other's use of safeguards and safe work practices.
- Maintain personal protective equipment in good condition and not remove, displace damage, destroy, or tamper with safety devices, safeguards, notices, or warnings.
- Institute acquired training into daily work practices.
- Participate and cooperate in Occupational Health & Safety Committee activities as required.
- Report all injuries immediately, regardless of severity, to ensure prompt medical treatment and notification to the workers' compensation administrator and compliance with Cal/OSHA regulations (Title 8 CCR 342(a)).
- Immediately report all accidents involving property damage to immediate supervisor.
- Comply with the City's Violence in the Workplace Policy (Administrative Regulation 1.06).

Appendix “A”

Safety Program Roles and Responsibilities

- Report all incidents of threats or acts of physical violence in accordance with the City’s Violence in the Workplace Policy (Administrative Regulation 1.06).
- Ensure that participation in training, investigation and inspection activities is properly documented for required record keeping purposes.
- Support all City-wide safety incentive programs by participation and recognition of co-workers for safety work practices.

Communication / Training

- Take personal responsibility for staying informed as to workplace safety and health and wellness programs, policies, procedures, regulations and work practices affecting work environments and practices.
- Report hazards, near misses and accidents as soon as possible to immediate supervisor or Safety Officer.
- Attend all safety and health and wellness training as scheduled and required, including, but not limited to:
 - ✓ New employee orientation;
 - ✓ When there is a job change with new hazards;
 - ✓ When new substances or procedures are introduced or recognized;
 - ✓ For specific job hazards;
 - ✓ Use of equipment.
- Use chemicals only after training on Material Safety Data Sheets (MSDS).

Inspection / Investigation / Hazard Identification and Correction

- Participate and cooperate in workplace safety inspections.
- Inspect personal protective equipment and operating equipment daily or before each use.
- Immediately notify supervisor of any inspection notification received from a regulatory agency, including, but not limited to Cal/OSHA.
- Look for unsafe acts, procedures, conditions, work practices and hazards and report such findings when identified.
- Report all incidents, including property damage incidents, to ensure appropriate and immediate action is taken to correct the hazard and to prevent a recurrence and possible injury.
- Participate in injury, incident and accident investigations to assist supervisors in determining cause(s) and taking corrective/preventative action(s).

CITY OF ROSEVILLE, CALIFORNIA

ADMINISTRATIVE REGULATION

APPROVED:

Number:

A.R. 2.04

Date Effective:

August 03, 1987

ALLEN E. JOHNSON, CITY MANAGER

Date Revised:

October 21, 1998

SUBJECT: LOSS CONTROL/SAFETY COMMITTEE BY-LAWS

I. NAME AND PURPOSE

A. Name

The Loss Control/Safety Committee is hereby named in these By-Laws.

B. Purpose

The purpose of the Loss Control/Safety Committee is consistent with the policy provided in the City Municipal Code Section 3.13.040, which provides for the continuous development, implementation and maintenance of a safety program that will enhance a safe and healthy work environment for all employees. Likewise, the Loss Control/Safety Committee is concerned with incorporation of safety practices into the provision of city services to the general public.

Duties of the Loss Control/Safety Committee include participating in conducting safety inspections; reviewing work injury accidents as assigned by the Risk Manager; investigating, developing and participating in the implementation of safety training programs; reviewing, evaluating and making recommendations as appropriate on reports submitted by the Risk Management Division; reviewing safety suggestions; and making recommendations to the Risk Management Division on the Committee's findings concerning safety hazards, practices or other safety related matters.

C. Scope of Authority

The Loss Control/Safety Committee is an advisory committee which advises the Risk Management Division on safety related issues. The Risk Management staff shall communicate the Committee actions and recommendations to the appropriate department heads and/or the City Manager.

Upon consensus agreement of the Committee, the Administrative Services Director may be consulted directly regarding activities of the Committee.

All employees, supervisors and managers are expected to work cooperatively with members of the Loss Control/Safety Committee.

II. MEMBERSHIP

A. Number

Thirteen (13) members representing designated departments.

The Risk Management Division will serve as staff to the Committee.

B. Departmental Representatives

A representative will be assigned from each of the following departments/divisions:

Wastewater Division; Streets Division; Equipment Maintenance Division;
Treatment Plant(s) (WTP or WWTP); Public Works; Water Division; Police
Department; Library Department; Fire Department; Electric Department; Building
Maintenance Division; Solid Waste Division; Parks & Recreation / Parks
Maintenance.

The Risk Management staff will serve as the Civic Center representative.

At all times the Committee shall include a minimum of four (4) representatives from the management classification.

C. Voting

Voting Committee members shall be the thirteen (13) department/division representatives. The Risk Management division shall vote only in the case of a tie by the department/division representatives unless otherwise permitted to vote by policy or regulation.

D. Qualifications for Membership

Only permanent City employees who have been employed at least six (6) months may serve on the Committee.

E. Length of Term

Each department/division representative shall service a one (1) year term on the Committee. Each department/division represented will be assigned a month for replacement of their designated representative as follows:

January	Wastewater Division
February	Streets Division
March	Equipment Maintenance Division
April	Treatment Plant(s)
May	Public Works (Engineering or Building Inspection)
June	Water Division
July	Police/Library
August	No rotation
September	Fire Department / Electric Department
October	Building Maintenance Division
November	Solid Waste Division
December	Parks & Recreation / Parks Maintenance

Each department/division representative will be responsible for the transition and orientation of the employee who will be replacing them on the Committee (i.e. escorting them to their first meeting; issuing copies of the By-Laws and past meeting minutes; answering questions, etc.) New members are to be brought to the meeting the month before the current representative's term ends. The new member's term starts the month of their department's rotation (see above). Assistance can be obtained from the Risk Management staff.

Refer to the attached Rotation Schedule diagram.

F. Filling Vacant Terms (Method of Appointment)

Two (2) months prior to the expiration of a member's term, Risk Management will notify the department/division that a new representative is needed. It will be the responsibility of the Department Head in concurrence with the Risk Manager to appoint a representative.

Department/division representation shall rotate; no member shall serve a consecutive term of membership unless approved in advance by the Risk Manager.

Should a member leave the Committee anytime other than the regularly scheduled rotation time a replacement shall be named by the department/division represented and they shall serve the remainder of the original representatives' term.

G. Regular Meetings

Meetings shall be held monthly on the fourth Wednesday of each month at 9:00 a.m.

Any change to the above shall be given to members at least one (1) week in advance (if possible).

Meeting agendas shall be distributed to members at least one (1) week in advance of each meeting along with the minutes from the previous meetings.

H. Quorum

A quorum shall be established as 50% of the voting membership. A quorum must exist for the Committee to take official action.

III. OFFICERS AND DUTIES

A. List of Officers and Assigned Duties

Chairperson: Conducts meetings; signs off on Committee correspondence; represents Committee on official business.

Vice-Chairperson: Acts as Chairperson in their absence. Assists Chairperson in fulfilling his/her duties.

Recording Secretary: A staff member of the Risk Management Division shall serve as the recording secretary of the Committee. Duties include taking meeting minutes; distribution of minutes, agendas and other Committee correspondence; scheduling of meetings (time and location); record keeping of all Committee documents.

Staff to Committee: The Risk Manager (or designee) shall serve as the staff representative to the Committee.

B. Elective Officers

The offices of Chairperson and Vice-Chairperson shall be filled by election.

C. Appointive Officers

The Recording Secretary and Staff to Committee shall be considered appointed officers. Such positions shall be appointed at the discretion of the Administrative Services Director.

D. Qualifications

To qualify for an elected office, a representative must have served on the current Committee at least three (3) months.

E. Term of Office

Elected officers shall serve a minimum of six (6) months and a maximum of eighteen (18) months from the date of election and shall rotate from the Committee according to their assigned monthly schedule (see II.D.)

F. Method of Electing New Officers

A minimum of two (2) nominations must be received for each office. Nominations will be open to all representatives on the Committee who have served a minimum of three (3) months.

An official ballot vote will be taken from nominations given.

Elections shall be held at the last meeting of the representative currently in office.

Should the Chairperson leave the Committee anytime other than their regularly scheduled rotation time, the Vice-Chairperson shall be appointed as the new Chairperson. He/she shall hold the office until their regular rotation time comes up. A new Vice-Chairperson will then be elected by the Committee and shall serve as stated in Section III.E.

IV. SUB-COMMITTEE

Sub-Committees shall be assigned as the need arises and shall serve as advisory committees to the Safety Committee.

V. ATTENDANCE OF MEMBERSHIP

Attendance at monthly meetings is mandatory. The representative's immediate supervisor or a predesignated alternate shall serve as his/her alternate and shall attend all meetings that the regular representative cannot attend. Should a representative miss three (3) meetings, a new representative shall be appointed.

Alternates shall not be voting members. Should a regular member be unable to attend a meeting that an issue is to be voted on a proxy vote (in writing) can be submitted.

VI. AMENDMENT TO BY-LAWS

Any member of the Committee can nominate that a change be made to the By-Laws; a second will be needed to put the issue to vote.

A change in the By-Laws shall take a 2/3 vote of the total voting membership.

VII. CONDUCT OF MEETINGS

- A. Roll Call
- B. Approval of Minutes of the Previous Meeting
- C. Loss Control / Safety Staff Monthly Report
- D. Training Report
- E. Reports of Sub-Committees
- F. Unfinished Business
- G. New Business
- H. Adjournment

CITY OF ROSEVILLE, CALIFORNIA

ADMINISTRATIVE REGULATION

APPROVED:

Number:

A.R. 1.06

Date Effective:

April 29, 1996

ALLEN E. JOHNSON, CITY MANAGER

Date Revised:

SUBJECT: VIOLENCE IN THE WORKPLACE POLICY

PURPOSE

To provide a policy to ban violence in the workplace.

POLICY

The City of Roseville is concerned about the safety and security of its employees and the citizens of the community. The City of Roseville has adopted this Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the City of Roseville or which occur on City property will not be tolerated. Violations of this policy will lead to disciplinary action up to and including termination.

Threats or acts of violence include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City of Roseville, or to create a hostile, abusive, or intimidating work environment for one or more City employees.

General examples of prohibited workplace violence include, but are not limited to, the following:

1. All threats or acts of violence occurring on City property, regardless of the relationship between the City and the parties involved in the incident.
2. All threats or acts of violence not occurring on City property but involving someone who is acting in the capacity of a representative of the City.
3. All threats or acts of violence not occurring on City property involving an employee of the City if the threats or acts of violence affect the legitimate interests of the City.

4. Any threats or acts resulting in the conviction of an employee or agent of the City, or of an individual performing services on the City's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the City.

Specific examples of conduct that may be considered "threats or acts of violence" prohibited under this policy include, but are not limited to, the following:

1. Hitting or shoving an individual.
2. Threatening to harm an individual or his/her family, friends, associates, or their property.
3. The intentional destruction or threat of destruction of property owned, operated, or controlled by the City.
4. Making harassing or threatening telephone calls, letters or other forms of written or electronic communications.
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.
6. Harassing surveillance, also known as "stalking", the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety.
7. Making a suggestion or otherwise imitating that an act to injure persons or property is "appropriate", without regard to the location where such suggestion or imitation occurs.
8. Carrying weapons in a personal or city vehicle or on their person while in a duty status or on City property (on or off duty). Weapons are defined as all firearms and weapons which are illegal under California Penal Code, Section 12020, including but not limited to guns, nunchaku, bass knuckles, billy clubs, and switchblade knives.

While Public Safety employees of the City may be required as a condition of their work assignment to possess firearms, weapons or other dangerous devices, or permitted to carry them as authorized by law, it is the City's policy that such employees are to use them only in accordance with departmental operating procedures and all applicable State and Federal Laws.

The City of Roseville's prohibition against threats and acts of violence applies to all persons involved in the City's operation, including but not limited to, City personnel, contract and temporary workers, and consultants. Violations of this policy by any covered individual will be followed by disciplinary action up to and including termination.

EMPLOYEE OBLIGATIONS

Each employee of the City and every person on City property is encouraged to report incidents of threats or acts of physical violence of which he/she is aware.

Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a City controlled site, or is connected to City employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior.

In cases where the reporting individual is not a City employee, the report should be made to the City of Roseville Police Department.

In cases where the reporting individual is a City employee, the report should be made to the reporting individual's immediate supervisor, or to a management level supervisory employee if the immediate supervisor is not available. The supervisor or management employee will immediately report the incident to the Risk Manager, who will interview the reporting employee and complete a Threat Incident Report with copies to the Administrative Services Director and the Roseville Police Department for any further necessary action.

General Safety Rules and Precautions

The following general safety rules shall apply in all City work places. Each department or other work unit shall prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules:

1. No employee shall be assigned to work under unsafe conditions or with unsafe tools or equipment. In the event that such a condition develops, it shall immediately be reported to the supervisor, who shall see that corrective action is taken.
2. Employees should pay strict attention to their work. Practical joking and horseplay will not be tolerated.
3. Warning signs and signals posted to point out dangerous conditions shall be obeyed by employees.
4. Employees shall not take shortcuts in or over dangerous places.
5. Extreme caution shall be exercised by employees operating power equipment such as cranes, lifts and hoists.
6. Compressed air or oxygen must never be directed at an employee or coworker.
7. Employees should not jump from truck beds, platforms, fences or other elevated places unless absolutely necessary to the performance of duty.
8. Because of the hazard inherent in running, employees should refrain from running unless absolutely necessary to the performance of duty.
9. Employees shall use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, hard hats, hearing protection and respiratory protection, if required or appropriate to the work performed.
10. Employees shall avoid wearing loose clothing and jewelry while working on or near equipment and machines.
11. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor.
12. Operators and passengers in City vehicles equipped with seat belts must wear them when the vehicle is in operation.
13. Cell phones and other electronic devices shall not be used while operating a vehicle.
14. The person in charge shall see that warning signs, lights, and other safety devices are provided for any work done in streets or other exposed locations.
15. Safeguards as required by the California Administrative Code, Title 8, General Industry Orders, shall be provided, reviewed and adhered to in all work situations.

Listed below are some common accidents and their causes. Each employee, supervisor, or other involved person should survey the work area and work procedures and enlist assistance from the Safety Officer or the Loss Control/Safety Committee as necessary to eliminate these or other unsafe conditions:

1. **Falls.** Slippery surfaces, uneven walkways, broken or missing railing on steps or landings;
2. **Strains.** Improper lifting techniques;
3. **Falling or Moving Objects.** Improper storage of equipment;
4. **Striking Against Dangerous Objects.** Drawers left open, improper disposal or storage of equipment;
5. **Electrical Shock.** Worn out equipment, plugs, or cords, ungrounded equipment;
6. **Vehicles.** Seat belts not used, excess speed, backing, brakes, signals, use of electronic devices while driving, etc.;
7. **Chemical Injury.** Improper knowledge of safety procedures, personal protective equipment not used.

City of Roseville Safety Incentive Program

I. Purpose

The Safety Incentive Program is designed to foster safety in the workplace by all employees in all work situations. It is imperative that each and every employee strive to keep safety first in their thoughts and actions, at work and at home. The Safety Incentive Program provides recognition to all employees who practice safety effectively by avoiding accidents in the workplace. The program also identifies employees and departments/divisions whom, by their efforts, demonstrate a high level of safety awareness and practice.

II. Safety Week

Each year, the City Council will declare a Safety Week for the City of Roseville.

III. City Safety Awards

A. Categories

1. Safest Equipment Operator - Heavy Equipment
Safest Equipment Operator – Light Equipment
Safest Equipment Operator – Public Safety/Emergency Response
 - a. Awards: \$250 and plaque - first place; \$150 and plaque second place. (1st place may not be awarded to same employees two years in row.) A rotating plaque will be awarded to the department/division, commemorating the first place recipients' achievements. Nominator Award: The nominators of winning 1st and 2nd place Safest Equipment Operators will receive a \$25.00 gift certificate to the Galleria Mall.
 - Eligibility (Safest Equipment Operator-Heavy Equipment): This award is designed to recognize accident-free individuals who operate heavy-duty equipment and specialized vehicles (i.e., dump trucks, backhoes, sweepers, cranes, line trucks, etc.) in potentially hazardous situations. The fiscal year just completed (July 1 - June 30) us the time considered in evaluating nominations. An must have been employed with the City 90% of the year in order to be eligible for nomination.

- Eligibility (Safest Equipment Operator-Light Equipment): This award is designated to recognize accident-free individuals who operate vehicles or equipment (i.e., automobiles, power tools, jack hammers, forklifts, chainsaws, etc.). The fiscal year just completed (July 1- June 30) is the time period considered in evaluating nominations. An employee must have been employed with the City 90% of year in order to be eligible for nomination.
 - Eligibility (Safest Equipment Operator-Public Safety/Emergency Response): This award is designated to recognize accident-free individuals who operate vehicles or equipment (i.e., fire engines, cars, motorcycles, vans, riot vehicles, etc.). The fiscal year just completed (July 1- June 30) is the time period considered in evaluating nominations. An employee must have been employed with the City 90% of the year in order to be eligible for nominations.
- b. All nominations must be submitted directly to the Risk Management Division. Nominations may be made in any of the three methods:
- Managers and supervisors may submit a nomination of an employee.
 - An employee can request their manager or supervisor to submit a nomination of behalf of the employee.
 - An employee may nominate another employee. Upon receipt, Risk Management will consult with the employee's supervisor for concurrence.
2. Best Safety Suggestion
- a. Awards: \$250 and plaque - first place; \$150 and plaque - second place. Employee plaque. There is no rotating departmental plaque in this category. Pizza parties will be held quarterly for submitters of implemented Safety Suggestions.
 - b. Procedure: The Risk Management Division will compile a list of all submitted safety suggestions.
 - c. Eligibility: All Safety suggestions submitted during the recently completed fiscal year will be evaluated. The best safety suggestion must have had a significant potential for reducing or preventing losses. The Safety Committee will review the list of safety suggestions absent the names of individuals associated with each suggestion. The Committee will establish an "A" list and a "B" list. The "A" list will be the listing of suggestions qualifying for the

safety incentive program monetary award. When looking at safety suggestions, the committee will take into consideration the following suggestions:

- How many employees are affected by implementation of this suggestion?
- How much of the community is affected?
- Are there any other low cost alternatives?
- Is this suggestion original, unique or innovative?
- The employee making the suggestion should not be involved in the implementation process of the suggestion.

3. Safest Department / Division – High Risk/Low Risk

- a. Awards: Department/ Division plaque (rotating).
Department/Division plaque (permanent). This award does not have to rotate each year. Awards will be recognized in both groups. Selected department/division will be allowed a budget of up to \$10 per employee (maximum \$400) to purchase an employee such award such as hats, patches, pins or to pay for a luncheon.
- b. Procedure: The Risk Management Division will prepare materials comparing the safety records of the departments and divisions.
- c. Eligibility: For the recently completed fiscal year, the evaluation will include workers' compensation, cost incurred injuries and general liability accidents charged to employee error. The Risk Manager will also report on the safety programs in the departments and divisions. Please refer to the High/Low Risk categories in the preceding pages for department/division classifications into each risk group.

4. Employee Safe Work Performance

- a. Awards – High Risk: Year 3: Employees will receive eight (8) hours of vacation credit. Year 4 and thereafter: Employees will receive four (4) hours of vacation credit for every year thereafter an employee remains accident free.
- b. Awards - Medium Risk: Year 4: Employees will receive eight (8) hours of vacation credit. Year 5 and thereafter: Employees will receive four (4) hours of vacation credit for every year thereafter an employee remains accident free.
- c. Awards - Low Risk: Year 5: Employees will receive (8) hours of vacation credit. Year 6 and thereafter: Employees will receive four (4) hours of vacation credit for every year thereafter an employee is accident-free.

- Procedure: The Risk Management Division will prepare data concerning the safety record of each employee.
- Eligibility: Employees must not have suffered a preventable, cost incurred workers' compensation injury or have been responsible for an accident which resulted in injuries or damages. An employee must have been employed and actively at work for 90% of the fiscal year. Awards in this category are based on an employee's cumulative safety record beginning July 1, 1985, as the base year. Employees who suffer an at fault injury or found to be responsible for an accident, will be returned to the beginning level (Year 1) in the cumulative award structure.
- At-Fault Accidents: The Risk Manager will make the initial determination regarding responsibility of Workers' Compensation injuries. An employee who disagrees with an at-fault finding may appeal the decision by scheduling a meeting with the Risk Manager.
- Vehicular/Equipment Accidents: The Accident Review Committee will make the determination regarding employee responsibility for vehicular/equipment accidents. The findings of this committee may be appealed to the Administrative Services Director.
- Job Share: Employees who job share must have been employed and actively at work for 90% of their regularly scheduled work hours. They will receive one-half of the normal award for vacation hours. In other words, if a regular employee would receive 8 hours, the job share employee will receive 4 hours.

The Safety Committee will review all nominees for the awards. An award may not be represented in a category in which there are insufficient nominations or where the nominations do not meet the eligibility criteria. Decisions for equipment operator may be based on percentage of time operating equipment, number of years without a preventable accident, degree of risk, etc.

5. Risk Manager's Special Award

- a. Given at the discretion of the Risk Manager to individuals, divisions or departments who deserve special recognition based on one time or extended period of safety, attitude or special acts. The number and frequency of the awards will be at the discretion of the Risk Manager.

6. Employee Safety Points

- a. Employees can earn points throughout the fiscal year for accomplishing various safety related goals (see categories and points listed below). At the end of the fiscal year, employees can redeem their safety points for prizes determined by Risk Management and the Safety Committee.

Category	Points
Winner of Safest Equipment Operator	500
2nd Place Winner of Safest Equipment Operator	300
No Preventable Injuries	500
No Preventable Vehicle/Equipment Accidents	500
Member of Safest Department	500
Risk Manager Award	500
Winning Safety Suggestion	500
2nd Place Winning Safety Suggestion	300
Implemented Safety Suggestion	300
Nominated for Safest Equipment Operator	300
Nominated Someone for Safest Equipment Operator	200
Safety Committee Chairperson	300
Safety Committee Vice-Chairperson	250
Safety Committee Member	200
Attended Safety Meeting	10 (520 pts. maximum)
Presented a Topic at a Tailgate Safety Meeting	50 (500 pts. maximum)
Attended a Safety Training Class	25
Presenting a Safety Training Class	100 (500 pts. maximum)

Overall Safest Employee of the Year (employee with highest # of points)	\$500.00
--	-----------------

Established: 7/85

Revised: 8/02
4/99
4/90
1/87

Meeting Leader (signature): _____

[illegible][illegible]

SAFETY SUGGESTION

NAME: _____ DATE: _____

DEPARTMENT/DIVISION: _____

SUGGESTION: _____

BENEFIT TO BE OBTAINED: _____

Once completed, this safety suggestion should be forwarded to Risk Management directly or by either of the following methods:

1. By giving this suggestion to your supervisor
2. By giving this suggestion to your Loss Control/Safety Committee representative
3. By placing this suggestion in the nearest safety suggestion drop box.

FOR RISK MANAGEMENT USE ONLY

Date Received: _____

Approved for Implementation: Yes No

Date Forwarded: _____

Completion Date: _____

Response Date: _____

Cost of Implementation: \$ _____

Original – Risk Management

Remaining Copy – Employee

CITY OF ROSEVILLE, CALIFORNIA

ADMINISTRATIVE REGULATION

APPROVED:	Number:	A.R. 2.06
	Date Effective:	August 19, 1988
RAY KERRIDGE, CITY MANAGER	Date Revised:	February 6, 2007 April 15, 2011

SUBJECT: HAZARD COMMUNICATION PROGRAM

PURPOSE

It is the purpose of this Hazard Communication Program to provide information about potential exposure to hazardous substances at the job site. Title 8 of the California Code of Regulations (T8CCR), Section 5194, provides the requirements for developing, implementing, and maintaining compliance which all employers are legally obligated to follow.

POLICY

It is the policy of the City of Roseville to ensure all employees maintain a safe and healthful workplace. To ensure employees are aware of the specific hazardous substances they may be exposed to at their job site, each employee will have access to this Administrative Regulation in an electronic format, via the City's Intranet site, or a printed copy if desired.

PROCEDURE

This regulation applies to all employees of the City of Roseville and any contractors and their employees who may be potentially exposed to hazardous substances.

This regulation applies to all products containing hazardous substances which are known to be present in the workplace in such a manner that employees may be exposed under normal conditions of use, in the performance of their job, or in a reasonably foreseeable emergency.

I. Container Labeling

The policy requires that both original and secondary containers of hazardous substances be inspected for compliance. Original manufacturer containers will be checked upon receipt. It is the responsibility of the receiver to verify the manufacturer's label contains:

- a. The identity of hazardous substance(s) which accurately provides product identity information;
- b. Appropriate hazard warnings, including any Proposition 65 substance, if applicable; and

- c. Name and address of the manufacturer, importer, or other responsible party.

Further, to ensure that employees are aware of the hazards of the materials used in their work areas, it is our policy to label all secondary containers. The department representative will ensure that all secondary containers are properly labeled with:

- a. Identity of hazardous rating (i.e. caution, warning, danger); and
- b. Appropriate hazard warnings which are legible and clearly marked including those designated in California's Proposition 65.

Posters, signs, or other forms of warning may be used in lieu of labels if the department representative believes them to be adequate in informing co-workers.

II. Material Safety Data Sheet

The Purchasing Division or department representative responsible for ordering products will request a Material Safety Data Sheet (MSDS) for hazardous substances from all substance vendors by affixing a statement on all Purchase Orders, Service Agreements, and/or Contracts requiring that the MSDS accompany shipment of the product. Any new MSDS information and all updated sheets should be read by all employees who have cause to use that material. All MSDS information will be maintained by the respective department in which the product is being used. The information will be readily accessible at any time either electronically or by hard copy. Each department will review their MSDS information, at a minimum of, once a year for completeness.

In the event that a MSDS is not received at the time of the first shipment, the receiver will endeavor to secure a MSDS from the manufacturer. The department using the product will take additional precautions if MSDS is not available and inform employees of the product(s) hazardous content and applicable safety precautions.

Medical records pertaining to chemical exposure must be kept for thirty (30) years as required by Cal/OSHA, Section 3204, Access to Exposure and Medical Records. The Human Resources Department will be responsible for the maintenance of these files.

III. Employee Information and Training

Employees who have potential exposure to hazardous materials will attend a Hazardous Communication training to be conducted by their supervisor or department representative. Topics covered in these training sessions will include, but are not limited to:

- o An overview of this Regulation.
- o The rights and responsibilities afforded to the employee under this regulation.

- o Any operations in their workplace where hazardous substances are present.
- o Location and availability of the written Hazard Communication Program.
- o How to read labels and review MSDS's to obtain the appropriate information.
- o Physical and health effects of the hazardous substance found in their respective work location.
- o Methods and observation techniques used to determine the presence or release of hazardous substances in the workplace.
- o How to lessen or prevent exposure to these hazardous substances through the usage of control, work practices, and personal protective equipment.
- o Emergency and first aid procedures to follow if an exposure to hazardous substance occurs.

When new hazards are introduced, the department representative will review the new hazards as they relate to the respective work area and inform affected employees accordingly.

In addition, it is the responsibility of the department representative to ensure that new employees receive adequate training before they are assigned to work with potentially hazardous substances.

IV. List of Hazardous Substances

Each department representative is responsible for the maintenance of a list of hazardous substances used within his/her work area. In addition, a master list of all the hazardous substances used in the City will be accessible to all department representatives responsible for the implementation of this program. The department representative is required to review and update their respective list of hazardous substances with the citywide master list a minimum of once per year.

V. Non-Routine Tasks

Prior to the employee undertaking a non-routine task (such as cleaning a water reservoir tank), the supervisor in charge will be responsible to review the operation to be performed and review the appropriate MSDS of the hazardous substances associated with the task. Furthermore, the supervisor will ensure that appropriate administrative controls, engineering controls, and protective equipment are implemented and made available to the employee.

VI. Identification of Unlabeled Pipes

Pipes that are unlabeled will be identified as to their contents by means of drawings, schematics, labels, or batch tickets attached at the valves of the piping system.

VII. Contractors

The City's policy also covers those outside contractors who may be exposed to hazardous substances at the City's work site. To ensure that these outside contractors work safely at our work sites, it is the responsibility of the contracting department representative to inform them of the workplace hazards, to make MSDS information available for their inspection, and to familiarize them with our Hazard Communication Program.

Conversely, the contractor is required to provide a copy of the MSDS for each hazardous substance to be brought in, a minimum of five (5) working days, before any exposure to City employees. The department representative responsible for ordering and/or receiving shipments will ensure contractor compliance.

VIII. Conditions Requiring **911** Notifications (excerpt taken from the City of Roseville's Fire Prevention Standard G-03)

State law and fire code regulation requires immediate notification in the event of a chemical release. This standard is intended to provide specific guidelines to reporting parties as to conditions that would mandate notification via the **911** emergency dispatch number. Factors to consider in determining whether a release is significant or not include: quantity, toxicity, flammability, reactivity, and the location of the material. If doubt exists whether or not the release is "significant", emergency notification should be made.

The Roseville Fire Department defines the term "significant" in this context as:

1. A release or threatened release of a hazardous material or hazardous waste that may:
 - cause evacuation of any portion of a building, or
 - cause injury or chemical exposure to personnel or civilians that require decontamination, or immediate follow-up by a physician, or
 - cause contamination or threat of contamination on or outside of the property boundaries (i.e. storm drain, ground or air), or
 - not be controlled immediately after detection, or
 - mitigate the release using personal protective clothing/equipment, or
 - overwhelm or is expected to overwhelm the on-site response capabilities.

2. A fire or threat of fire.
3. An explosion or threat of explosion.
4. Activation of any fire sprinklers, smoke or chemical detection sensors.

This list is as comprehensive as is reasonably possible. The Roseville Fire Department will make the final determination as to whether a release is significant.

IX. Hazard Determination Procedure

The City has determined that hazard evaluations conducted by the substance manufacturer or importer represent the most reliable method of chemical hazard determination and, thus, does not intend to evaluate the hazards of purchased products.

This program will be monitored periodically by Human Resources Department staff to ensure that the policies are carried out and that the program is effective.

Safety Inspection - General Office Areas

1. Safety Inspection Checklist - General Office Areas

This checklist applies to all office environments, general work areas and public areas; it applies to:

All Administrative Offices areas located at the Civic Center, Corporation Yard or other locations; Library facilities; Adventure Club sites; Maidu Community Center and Interpretive/Museum facilities; the Roseville Utility Exploration Center; Mahany Facility Meeting Rooms; the Children's Art's Center at Royer Park; the Police Facility; and Information Technology offices.

Please complete this survey as requested. Print a copy of the checklist for use during your inspection tour. Mark potential hazards according to your judgment. Check all items that apply, and make comments where warranted. Be sure to document any corrective action(s) taken or needing to be taken. Identify the department/division and all locations covered by the inspection and the name(s) of personnel involved in conducting the inspection.

NOTE: Hazards which pose a risk of serious or substantial injury to employees must be corrected immediately. Other hazards should be corrected as soon as reasonably possible, but in no case later than fifteen (15) days from the date of discovery.

* **1. Department Name**

 6

* **2. Sub-Department/Division/Facility**

(If this inspection relates to the Civic Center or Corp Yard administrative office area for your department - and no other option here applies - please select that option.)

 6

3. If this is an Adventure Club Location, please identify the site.

 6

* **4. Name of Person(s) performing inspection.**

 5
 6

* **5. Date of Inspection.**

MM DD YYYY
 Date of Inspection / /

Safety Inspection - General Office Areas

2. Required Postings - Posted on bulletin boards or other appropriate location...

This section covers all required postings to ensure that employees have access to required safety information.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are up-to-date Labor and Industry workplace posters displayed in locations all employees can see? (i.e., Safety & Health Protection on the Job, Emergency Telephone Numbers, Workers' Compensation Notice to Employees, etc.)

For a reference list of posting requirements go to www.dir.ca.gov/wpnodp.html.

☐ Yes

☐ No - please explain and address corrective action to be taken

2. Are Material Safety Data Sheets (MSDS) readily available?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Is poster containing information on where to go for medical treatment for a work-related injury on display?

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Is the summary of Work-Related Injuries and Illnesses (OSHA Form 300A) posted during the months of February, March an April?

☐ **Yes**

☐ **No - please explain and address corrective action to be taken**

Safety Inspection - General Office Areas

3. Fire Prevention, Emergency Exits, Emergency Response

This section covers fire hazards and emergency exit/response issues.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are emergency evacuation maps/plans in place and posted in readily accessible locations?

☐ Yes

☐ No - please explain and address corrective action to be taken

2. Are all portable fire extinguishers accessible, properly mounted and secured by brackets, tagged, sealed and fully charged? Have they been serviced in the last twelve (12) months?

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

3. If your facility/inspection area is equipped with an Automated External Defibrillator (AED), are the battery and electrodes within their expiration dates? Expiration dates can be found on the battery and written at the top of the label located on the electrode package. Batteries and electrodes can be ordered through Purchasing.

Does the handle read "OK"? NOTE: If the handle does not read "OK", contact Human Resources immediately.

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

4. If your facility does not have an AED, do employees know where the nearest AED is located?

☐ Yes

☐ No - please explain and address corrective action to be taken

5. Are first aid supplies sanitary, orderly, and properly stocked?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are fire doors unlocked and closed at all times? (Fire doors are identified by a tag on the hinge side of the door.)

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

7. Are all exit doors free of inappropriate locking devices?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

8. Are emergency exit doors free of all objects/storage items?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

9. Are exits properly marked and exit signs illuminated?

☐ Yes

☐ No - please explain and address corrective action to be taken

10. Have smoke detectors been inspected and tested? Have batteries been replaced within the last twelve (12) months?

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

11. Are hazardous material containers properly marked to identify the hazard?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

12. Are work areas free of space heaters unless approved and provided for by Building Maintenance?

The use of portable space heaters is prohibited in conditioned space and non-conditioned space except where it is determined by Building Maintenance that the building HVAC system, or other City installed systems, cannot maintain approved temperature set point range. Building Maintenance will provide the space heater if it is determined that one is needed.

Before use, any portable electric space heater shall be inspected for the following:

Required Specifications:

1. Contains a non-glowing heat element;
2. Utilizes a cool-to-the-touch housing;
3. Contains a tip-over automatic shut-off;
4. Does not exceed 500 watts, or 5 amps;
5. Is UL approved.

Operational Requirements:

1. Must be connected to a power supply with adequate power cords;
2. Must be connected with a timer device that is set for normal business hours;
3. Must be used in the immediate proximity of the person responsible for such device;
4. Must be turned off or unplugged when not attended by the person responsible.

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Bookcases, Shelves, Cabinets, Storage, and Hanging Objects

This section covers storage and shelving safety hazards.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are all maps, screens, monitors, and other suspended objects securely attached?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are wall shelves stocked appropriately (storage material should not be protruding beyond edges or stacked on top of cabinets)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Are heavy bookcases, storage and file cabinets secured from tipping? (Cabinets and/or shelves 6' tall or higher must be secured to the wall.)

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Are file and desk drawers kept closed when not in use?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Are all sprinkler heads clear of any storage material (should have 18" of clearance; 24" clearance from ceiling when no sprinklers)? Are they free from debris (dust/dirt)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

5. Electrical Hazards

This section covers hazards posed by electrical cords, fixtures, etc.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are cords and plugs in good condition; no exposed or taped wires?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are surge protectors in place for all computer equipment?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Are extension cords being used, and if so, are they in good condition and approved for what they are being used for? (Multiple extension cords cannot be connected in a series.)

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Are all outlets and switches covered by wall-plates?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Do electrical panels have 36" of unobstructed access?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

6. Interior Walking Surfaces, Stairways, Ramps, and Corridors

This section covers hazards in pedestrian traffic areas.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are all building entrances, aisles and work areas free of trip and fall hazards (cords, wires, paper, equipment, boxes)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are entrance mats in use during wet weather?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Are all walking surfaces free of wet or oily (slippery) conditions?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Are all carpets and rugs secured and in good condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Is flooring even (no holes/cracks) and is flooring kept dry?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are stairways, ramps and corridors illuminated?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Are all stairways in good repair and are corridors and landings kept clear and free of storage?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

8. Are stair treads in good condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

9. Where stairs or stairways exit directly into any area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees from stepping into the path of traffic?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

10. Do ramps have non-slip surfaces?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

11. Are handrails and guardrails present where required and in good condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

12. Are grates or similar type covers over floor openings such as floor drains, of such design that foot traffic or rolling equipment will not be affected by the grate spacing?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

7. General Safety and Housekeeping

This section covers general housekeeping issues.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are all areas clean, free of clutter, and do they provide ample work space?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are all items of furniture, tables, desks and chairs in good condition (no splintering, sharp edges, loose joints, etc.)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Are step stools available where needed and in good condition (there should be no standing on chairs, tables, boxes, etc.)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Are carts used to transport items in good condition and being utilized appropriately?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Are good housekeeping practices in place?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are restrooms cleaned regularly and adequately supplied?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. If you have kitchen appliances in your facility, are they clean and in good working condition (refrigerators, ovens/stoves, microwaves)? Have these appliances been approved for use?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

8. Please list additional safety items identified during your inspection.

Safety Inspection - Garages, Workshops and Other Facilities

1. Safety Inspection Checklist - Garages, Workshops and Other Facilities

This checklist applies to all work environments within the City that have operations that extend beyond a general office-type environment. This form applies to:

Electric facilities including substations and the Energy Park; Environmental Utility facilities including solid waste operations, treatment plants, lab and shop facilities; Central Services operations including vehicle and building maintenance and warehouse facilities; Parks & Recreation operations including park sites and park maintenance facilities, aquatic and recreation facilities and golf courses; Fire stations and Training Center; and Public Works Shop areas.

Please complete this survey as requested. Print a copy of the checklist for use during your inspection tour. Mark potential hazards according to your judgment. Check all items that apply, and make comments where warranted. Be sure to document any corrective action(s) taken or needing to be taken. Identify the department/division and all locations covered by the inspection and the names(s) of personnel involved in conducting the inspection.

NOTE: Hazards which pose a risk of serious or substantial injury to employees must be corrected immediately. Other hazards should be corrected as soon as reasonably possible, but in no case later than fifteen (15) days from the date of discovery.

* **1. Name of Department.**

 6

* **2. Specific Department/Division/Facility location.**

If the inspection site needs further narrative description, use Question #5 to elaborate.

 6

3. If this inspection covers an Electric Substation, please answer identifying the specific substation facility.

 6

4. If this inspection covers a Park Site, please answer identifying the Park name.

 6

5. Narrative description of inspection site/facility (if description is necessary beyond what has been identified above).

5

6

Safety Inspection - Garages, Workshops and Other Facilities

* 6. Name(s) of person(s) conducting inspection.

	5
	6

* 7. Date of Inspection.

	MM		DD		YYYY
Date of Inspection		/		/	

Safety Inspection - Garages, Workshops and Other Facilities

2. Required Postings - Posted on bulletin boards or other appropriate location...

This section covers all required postings to ensure that employees have access to required safety information.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are up-to-date Labor and Industry workplace posters displayed in locations all employees can see? (i.e., Safety & Health Protection on the Job, Emergency Telephone Numbers, Workers' Compensation Notice to Employees, etc.)

For a reference list of posting requirements go to www.dir.ca.gov/wpnodp.html.

☐ Yes

☐ No - please explain and address corrective action to be taken

2. Are Material Safety Data Sheets (MSDS) readily available?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Are Cal/OSHA Powered Industrial Truck Guideline posters displayed in areas adjacent to the vehicles' use area and adjacent to the vehicles' storage area as required by General Safety Order 3664?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Are National Fire Protection Association (NFPA) Hazardous Materials Diamond signs posted on the exterior of the building(s) where hazardous materials are used or stored; do the signs display the appropriate hazard ratings?

☐ **Yes**

☐ **N/A**

☐ **No - please explain and address corrective action to be taken**

Safety Inspection - Garages, Workshops and Other Facilities

3. General Safety and Housekeeping

This section covers general housekeeping issues.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are all areas clean, free of clutter, and do they provide ample work space?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are heavy bookcases, storage and file cabinets secured from tipping? (Cabinets and/or shelving 6' tall or higher, must be secured to wall.)

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Stored materials are orderly, do not overload the shelves, and do not extend beyond the shelving?

☐ N/A

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Are all stairways in good repair and are corridors and landings kept clear and free of storage?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Walking surfaces are in good repair and free from trip/fall hazards?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are all walking surfaces free of wet or oily (slippery) conditions?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Are all sprinkler heads clear of any storage material (should have 18" of clearance; 24" clearance from ceiling when no sprinklers)? Are they free of debris (dust/dirt)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

8. Are workshops free of apparent hazards and safety concerns?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Emergency Response, Chemicals and Life Safety

This section covers fire hazards and emergency exit/response issues.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Emergency evacuation procedures and routes are posted in readily accessible locations?

☐ Yes

☐ No - please explain and address corrective action to be taken

2. If your facility/inspection area is equipped with an Automated External Defibrillator (AED), are the battery and electrodes within their expiration dates? Expiration dates can be found on the battery and written at the top of the label located on the electrode package. Batteries and electrodes can be ordered through Purchasing.

Does the AED handle read "OK"? NOTE: If the handle does not read "OK", contact Human Resources immediately.

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. If your facility does not have an AED, do employees know where the nearest AED is located?

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Exit doors are free of inappropriate locking devices?

☐ Yes

☐ No - please explain and address corrective action to be taken

5. Exits and walkways are unobstructed?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Exits are clearly posted or otherwise identified?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Spill containment is provided for stored hazardous and industrial materials?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

8. Spill response kits are available in hazardous and industrial material storage areas?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

9. Waste containers are closed and properly labeled regarding waste and accumulation dates?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

10. Work areas where chemicals are present are free of open beverages and food?

☐ Yes

☐ No - please explain and address corrective action to be taken

11. No noticeable leaks or spills are present?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

12. Eyewash/shower stations are accessible, operational and properly maintained?

☐ Yes

☐ No - please explain and address corrective action to be taken

13. Fire extinguishers are mounted, accessible, fully-charged and serviced within the last twelve (12) months?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

14. First aid kits are adequately stocked and contain only first aid supplies?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

15. Primary and secondary chemical containers are labeled to identify the contents and specific hazard?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

16. Flammable and combustible materials are stored in NFPA-approved containers/cabinets?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Personal Protective Equipment (PPE)

This section covers operations that require employees to utilize personal protective equipment.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

* 1. Are employees covered by this inspection required to use PPE of any type? If the answer is "NO", scroll down and hit "NEXT" to go to the next section.

☐ Yes

☐ No

2. Employees are wearing appropriate PPE for tasks being completed (gloves, clothing, eye protection, etc.)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Eye protection is available (glasses, goggles, face shields) and worn when needed?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

4. Approved safety glasses are worn at all times in areas where there is a risk of eye injury?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Hearing protection is provided (ear plugs, ear muffs) and worn appropriately when needed?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Signs warning employees to wear PPE are posted?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. PPE is maintained in clean, usable condition and stored in a clean location for required individual(s)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

6. Electrical Hazards

This section covers hazards posed by electrical cords, fixtures, etc.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. A 36" clearance is maintained in front of all electrical panels?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Electrical cords and plugs are in good condition not frayed or taped?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Surge protectors are in place for all computer equipment?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Extension cords being used are in good condition and approved for what they are being used for? (Multiple extension cords cannot be connected in a series.)

☐ No - they are not used

☐ Yes - they are used and they are in good condition

Comments/Corrective Action

5. Wall plates are in place over outlets and switches?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Electrical wiring, fixtures and equipment used outdoors is approved for exterior, wet environments and is protected by ground fault circuit interrupters (GFCI)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action taken

Safety Inspection - Garages, Workshops and Other Facilities

7. Tools and Equipment

This section covers the use of common, miscellaneous tools and equipment.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Tools and equipment are in good condition, kept clean and properly maintained?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are signs posted to keep unauthorized personnel out of machine/garage areas?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Only Type I and Type II rated ladders are utilized and are labels are in place?

Type I - Heavy Duty Rating; 250lb load capacity

Type II - Medium Duty Rating; 225lb load capacity

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Appropriate safety guards are in place, secure and arranged to prevent contact and hazards?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Grinding wheel guards are in place and adjusted properly (tool/work rest 1/8 inch, tongue guard 1/4 inch)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Operating permits for all air compressors are current and posted?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Is equipment and machinery securely placed and anchored when necessary to prevent tipping or other movement that could result in injury?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

8. Welding Operations

This section covers all welding operations and is specific to those departments/facilities that perform those operations.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

* **1. Do the operations/facilities covered by this inspection perform welding operations of any type? If the answer is "NO", scroll down and hit "NEXT" to go to the next section.**

☐ Yes

☐ No

2. Compressed gas cylinders are secured in an upright position with chains or straps?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Welding ventilation systems are operational, clean and are filters regularly changed?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

4. Welding curtains are available and used when appropriate?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Are signs reading: **DANGER NO-SMOKING, MATCHES OR OPEN FLAMES**, or the equivalent posted?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

9. Park Sites

This section is specific to park sites and would not apply to any other type of facility.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

- ★ **1. Does this inspection involve a park location? If the answer is "NO", scroll down and hit "NEXT" to go to the next section.**

☐ Yes

☐ No

- 2. Are City-owned fences intact and in good condition (no sharp points or protruding wires)?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

- 3. Are all picnic tables and benches sturdy and in good condition (no protruding nails, screws or splinters)?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

- 4. Is all play apparatus sturdy, in good condition and in compliance with all Federal, State, and local playground safety laws and regulations?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Are all bleachers sturdy and in good condition (no protruding screws, metal points or splinters)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are all play surfaces where children might land/fall unobstructed by rocks or other items that could cause injury?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Are all shade structures sturdy and in good condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

8. Are all trees properly pruned and free of hazards?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

9. Are all BBQ's firmly attached and in good condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

10. Are all other structures sturdy and in good condition (flag poles, memorial walls, soccer goals, backstops, etc.)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

11. Are all electrical outlets covered by plates?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

12. Do light fixtures have clean lenses and are they operating properly?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

13. Do electrical panels have 36" of unobstructed access?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

14. Are restrooms cleaned regularly and adequately supplied?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

15. Are walkways free of trip hazards and/or hazardous debris?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

10. Aquatic Facilities

This section covers aquatic facilities and is specific to those operations.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

- ★ **1. Do the operations/facilities covered by this inspection include aquatic operations? If the answer is "NO", scroll down and hit "NEXT" to go to the next section.**

☐ Yes

☐ No

- 2. Is the pool chemistry currently balanced?**

☐ Yes

☐ No - please explain and address corrective action to be taken

- 3. Is the chemical log up to date? Chemical tests must be conducted every two hours.**

☐ Yes

☐ No - please explain and address corrective action to be taken

- 4. Are the shade structures in good condition (no sharp edges, protruding wires, loose tie downs, etc.)?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Is the water slide in good working condition (as recorded in the daily slide inspection binder)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are the diving boards in good condition (no sharp edges, no slick surfaces on the board, no loose bolts, etc.)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Are the in-pool lights working and in good repair?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

11. Fire Station Facilities

This section covers fire station facilities and is specific to those operations.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

- ★ **1. Does this inspection pertain to one of the City's fire stations or the fire training center? If the answer is "NO", scroll down and hit "NEXT" to go to the next section.**

☐ Yes

☐ No

- 2. Are electrical service conductors located underground or elevated at no less than ten (10') feet above grade, sidewalks, or platforms; fifteen (15') feet above driveways; three (3') feet from windows, doors, porches; and is there adequate clearance from roof?**

☐ Yes

☐ N/A

☐ No - please explain and address corective action to be taken

- 3. Are warning signs posted to prevent unqualified personnel from coming in contact with the service conductors?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

- 4. Is the main disconnect grounded and equipped with over current protection?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Are circuit breakers clearly identified as open or closed and are extra fuses available where fuses are used?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Is there adequate illumination in and around the apparatus floor?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Are light fixtures within the apparatus room installed and maintained in accordance with instructions?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

8. Are light fixtures and electrical equipment protected from physical damage?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

9. Is communication equipment and antennas in good, working condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

10. Are sleeping quarters separated from vehicle storage areas by one hour fire resistive construction and assemblies?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

11. Are kitchen sinks prohibited from use to decontaminate personnel or equipment?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

12. Are counter tops, chopping blocks, and other food handling surfaces clean, smooth, and free of breaks, open seams, cracks, chips, pits, and other imperfections?

☐ Yes

☐ N/A

☐ No - please review and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

13. Are perishable foods such as milk, milk products, eggs, meat, poultry, fish, etc., maintained at a temperature of 10 degrees or less?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

14. Are toilet facilities adequate for the number of personnel within the facility?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

15. Are lavatories adequately supplied with soap/cleansing agents, hand towels or warm air blowers?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

16. Are lavatory sinks and showers equipped with hot and cold running water and are these facilities in good working condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

17. Do floors in and around shower areas have adequate drainage?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

18. Is the exhaust on the clothes dryer(s) properly vented to the outside of the facility?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

19. Are fire department facilities provided with two separate exits remote from each other and arranged to minimize the possibility of both being blocked by any one single emergency or fire?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

20. Are pole openings suitably protected with guard rails and automatic closing devices?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

21. Are pole hole enclosures adequately illuminated with continuously lit fixtures or automatically operated upon opening the access door?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

22. Is the base of pole equipped with appropriate landing pads designed to absorb the shock received from the landing on the floor?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

12. Other Safety Issues Not Addressed in Prior Sections of this Survey

This section is for use to identify any other safety issues or concerns not addressed elsewhere in this safety assessment.

1. Please list additional safety concerns, questions, or suggestions you might have for consideration.

CITY OF ROSEVILLE

INCIDENT REPORT FORM

☐ THEFT ☐ VANDALISM ☐ OTHER: _____

☐ DAMAGE ☐ LIABILITY ☐ REPORTED TO POLICE DEPARTMENT

INCIDENT DATE: _____ INCIDENT LOCATION: _____

DATE OF REPORT: _____ DEPT / DIV: _____

OTHER PARTY ADDRESS: _____ PH # _____

DESCRIPTION OF PROPERTY INVOLVED (MODEL, MAKE, YEAR):

PURCHASE PRICE \$ _____ REPLACEMENT PRICE \$ _____

DESCRIPTION OF INCIDENT (attach additional pages if needed):

REPAIR/REPLACEMENT BY PROPERTY FUND REQUESTED: ☐ YES ☐ NO

COMPLETED BY: _____ REVIEWED BY: _____
EMPLOYEE NAME SUPervisor NAME

RISK MANAGEMENT USE ONLY

APPROVED FOR REPLACEMENT/REPAIR: ☐ YES ☐ NO P.O. NUMBER _____

FOLLOW UP INSTRUCTIONS: _____

NOTE: USE THIS FORM ONLY FOR INCIDENTS WHICH DO NOT INVOLVE VEHICLE OR EQUIPMENT ACCIDENTS.

VEHICLE / EQUIPMENT ACCIDENT REPORT

Risk Management - 774-5202 • Police - 774-5123

EMPLOYEE INFORMATION

Employee / Operator Name _____ Dept. / Division: _____ Ext: _____

Supervisor: _____

City Vehicle Number: _____ Year / Make: _____ License Plate: _____

Vehicle Damage: _____ Vehicle Towed: ☐ Yes ☐ No

Passengers: ☐ Yes ☐ No If Yes, state name / address/ phone: _____

Injuries: ☐ Yes ☐ No If Yes, state injury: _____

OTHER PARTY INFORMATION

Name: _____

Address: _____

Telephone: _____ Home _____ Work _____ Cell _____

Driver's License No: _____ Date of Birth: _____

Year / Make of Vehicle: _____ License Plate: _____

Vehicle / Property Damage: _____ Vehicle Towed: ☐ Yes ☐ No

Insurance Co. / Agent: _____ Policy #: _____

Address: _____ Phone: _____

Passengers: ☐ Yes ☐ No If Yes, passenger name / address/ phone: _____

Injuries: ☐ Yes ☐ No If Yes, state injury: _____

ACCIDENT INFORMATION

Date of Accident: _____ Time _____ a.m. / p.m.

Location: _____

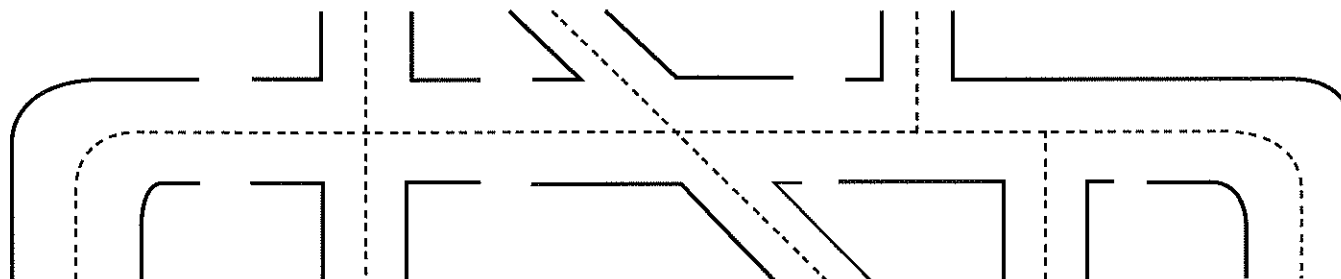
Police Notified: ☐ Yes ☐ No If Yes, Officer Name: _____ Report #: _____

Witness: ☐ Yes ☐ No If Yes, witness name / address/ phone: _____

Description of Accident: _____

ACCIDENT DIAGRAM

Complete the following diagram showing directions and positions of property involved, designating clearly the point of contact, select the street group that best represents the location of your accident, identify the streets.



Form completed by: _____ Date: _____

Supervisor: _____ Date: _____

Training Analysis

Generated By: LORRIE STEVENS

User Name:

View: All assigned training

Created on: Tuesday, May 04, 2010 11:56:55 PDT

Name	Assigned Date	Due Date	Last Completed Date	Assignment Type	Assignment Status
ILT Course:7 Habits of Highly Effective People - Associates	4/7/2009			Required	Assigned
ILT Course:Arc Flash Protection	1/1/2010			Required	Assigned
ILT Course:Attributes of Safe Behavior	6/12/2008			Recommended	Assigned
ILT Course:Back Safety	11/18/2008			Recommended	Assigned
ILT Course:Bloodborne Pathogens Certification	1/1/2010		7/9/2009	Required	Acquired
ILT Course:Chemical Safety Certification	1/1/2010		2/9/2010	Required	Acquired
ILT Course:COHE - Executing Energy Control Procedures	1/1/2010			Required	Assigned
ILT Course:COHE - Roles and Responsibilities Certification	1/1/2010		8/27/2009	Required	Acquired
ILT Course:Cold Weather	6/12/2008		1/12/2010	Recommended	Completed
Licensing:Commercial Drivers License Certification	1/1/2010		7/12/2006	Required	Acquired
Licensing:Commercial Drivers License Medical Certification	5/14/2009	4/12/2012		Required	Assigned
Licensing:Commercial Drivers License Pull Notice Certification	1/1/2010		4/19/2010	Required	Acquired
ILT Course:Confined Space Entry - 4 Hour Refresher Certification	1/1/2010		11/4/2009	Required	Acquired
ILT Course:Confined Space Entry - 8 Hour Initial	1/1/2010		11/15/2001	Required	Completed
ILT Course:Control of Hazardous Energies (COHE) Overview	1/1/2010			Required	Assigned
ILT Course:CPR - Adult Initial Certification	8/20/2009		11/19/2008	Required	Acquired

Appendix "M"

ILT Course:CPR - Adult Refresher <i>Certification</i>	8/20/2009		11/19/2008	Required	Acquired
ILT Course:Crane Certification - Fixed and Swing Cab <i>Certification</i>	3/24/2010			Required	Assigned
ILT Course:Defensive Driver <i>Certification</i>	1/1/2010		3/10/2009	Required	Acquired
ILT Course:Drug & Alcohol Policy	6/12/2008		12/19/2002	Required	Completed
ILT Course:EU Safety Solutions Program	8/7/2009			Recommended	Assigned
ILT Course:Excavation/Trenching & Shoring - Competent Person <i>Certification</i>	1/1/2010		7/14/2009	Required	Acquired
ILT Course:Fall Protection - Awareness	1/1/2010		3/26/2010	Required	Completed
ILT Course:Fall Protection - Competent Person <i>Certification</i>	1/1/2010		5/21/2009	Required	Acquired
ILT Course:Fire Extinguisher - Hands On <i>Certification</i>	8/20/2009		9/10/2003	Required	Acquired
ILT Course:Fire Extinguisher - Refresher <i>Certification</i>	8/20/2009			Required	Assigned
ILT Course:First Aid <i>Certification</i>	8/20/2009			Required	Assigned
ILT Course:Fuel Conservation Policy <i>Certification</i>	1/1/2010		8/10/2009	Required	Acquired
ILT Course:Gas Monitor Operator	1/1/2010		2/12/2003	Required	Completed
ILT Course:Hazard Communication - MSDS Review	1/1/2010			Required	Assigned
ILT Course:Hazard Communication - Right-To-Know	1/1/2010			Required	Assigned
ILT Course:HAZWOPER First Responder Technician 24 Hour Initial	1/1/2010			Required	Assigned
ILT Course:HAZWOPER First Responder Technician 8 Hour Refresher <i>Certification</i>	1/1/2010			Required	Assigned

Appendix "M"

ILT Course:Hearing Conservation <i>Certification</i>	1/1/2010		4/21/2010	Required	Acquired
ILT Course:Heat Illness Prevention Plan <i>Certification</i>	1/1/2010		6/2/2009	Required	Acquired
ILT Course:Herbicide & Pesticide Awareness	1/1/2010			Recommended	Assigned
ILT Course:ICS-100 Introduction to Incident Command System	6/12/2008			Required	Assigned
ILT Course:ICS-700 NIMS An Introduction	6/12/2008			Required	Assigned
ILT Course:Injury Illness Prevention Program	6/12/2008		10/21/2008	Required	Completed
ILT Course:Injury Illness Prevention Program - EUD	6/12/2008		10/21/2008	Required	Completed
ILT Course:Ladder Safety <i>Certification</i>	1/1/2010			Required	Assigned
Course:Medical Marijuana Notice	1/1/2010	1/31/2010	12/18/2009	Required	Completed
ILT Course:Off-Road Vehicle Idling Policy <i>Certification</i>	1/1/2010		8/10/2009	Required	Acquired
ILT Course:Power Tools Hands-On	1/1/2010			Required	Assigned
ILT Course:Powered Industrial Truck Operator - Forklift Certification <i>Certification</i>	10/13/2009			Required	Assigned
ILT Course:Powered Industrial Truck Operator - Forklift Recertification <i>Certification</i>	10/13/2009			Required	Assigned
ILT Course:PPE - Hand Protection & Glove Use	1/1/2010		5/5/2009	Recommended	Completed
ILT Course:Pre-Trip Vehicle Inspection <i>Certification</i>	1/1/2010			Required	Assigned
ILT Course:Preventing Workplace Harassment	8/26/2009			Required	Assigned
ILT Course:Respiratory Protection - Fit Testing <i>Certification</i>	1/1/2010		2/12/2010	Required	Acquired
ILT Course:Respiratory Protection - Medical Evaluation <i>Certification</i>	1/1/2010		1/12/2005	Required	Acquired

Appendix "M"

ILT Course:Respiratory Protection Air Purifying Respirator Annual Refresher <i>Certification</i>	1/1/2010			Required	Assigned
ILT Course:Respiratory Protection Air Purifying Respirator Initial Training <i>Certification</i>	1/1/2010			Required	Assigned
ILT Course:Stormwater Compliance - Municipal Operations	6/12/2008			Recommended	Assigned
ILT Course:Traffic Control & Flagging Initial <i>Certification</i>	1/1/2010		4/20/2009	Required	Acquired
ILT Course:Traffic Control & Flagging Refresher <i>Certification</i>	1/1/2010		5/22/2008	Required	Acquired
ILT Course:Truck Maintenance & Cleaning	1/1/2010			Recommended	Assigned
ILT Course:USA Marking - Awareness <i>Certification</i>	1/1/2010			Required	Assigned
ILT Course:USA Marking - Qualified <i>Certification</i>	12/9/2008			Required	Assigned
ILT Course:Violence in the Workplace	6/12/2008		10/21/2003	Required	Completed
ILT Course:Wet & Inclement Weather	1/1/2010			Recommended	Assigned
ILT Course:Writing Energy Control Procedures & Checklist for Horizontal Pressurized Assets Workshop	4/5/2010			Required	Assigned



MV TRANSPORTATION, INC.

Safety Policy Manual



We provide freedom.™



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Commitment to Safety

Providing the highest level of safety for all MV Transportation employees, passengers, and the communities we serve is our core operating value. Safety is at the forefront of delivering the *Best Customer Experience* and is the first of our key components of successful performance.

Doing work safely must be the foundation of all operational activities. Safety standards will never be compromised, subordinated or diminished by any other goal. Safety is the process that drives all functions and activities and is at the center of everything we do at MV Transportation.

MV Transportation is committed to being the safest organization possible and is committed to an incident and injury free workplace and security excellence. We will review and continually improve our practices to continuously drive improvements in safety, health, environmental, and security performance.

Accountability is fundamental to our mission. Every individual at MV is responsible for working and acting safely and embracing safety as a lifestyle. Compliance with this Commitment, applicable laws, and other requirements is the responsibility of every employee and contractor acting on our behalf.

Safety leadership is a core responsibility of management and is the company's most important management value. Managers at all levels will set the standard in our industry, from the Chief Executive Officer to the first-level supervisor.

Every employee is responsible to:

- Promote and maintain a safe work environment for all personnel and our passengers.
- Act consistently to influence safe behaviors and eliminate unsafe behaviors, actions and decisions.
- Go above and beyond the minimum safety standards of his / her job.
- Directly participate in all aspects of our safety program.
- Abide by all applicable safety rules and regulations.
- Work with management to decrease our exposure to risk.
- Immediately report all incidents/accidents and hazards.
- Complete all assigned safety training programs to continuously enhance safety skillset.
- Intervene in an activity if it is observed that its being conducted with an unacceptable level of risk.
- Encourage and reinforce the safe behaviors of others.
- Resolve circumstances responsibly that require corrective action.
- Insist upon an unwavering commitment to safety.

MV leadership is committed to supporting this statement with the resources and accountability necessary to achieve safety excellence.

Tom Egan
Chief Executive Officer

Mark Collins
President and Chief Operating Officer

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-1 INCIDENTS - DETERMINING PREVENTABILITY

SCOPE: This policy affects all employees who operate Company vehicles or perform work on behalf of the company.

PURPOSE: The purpose of this policy is to provide a standard to evaluate each incident according to our Defensive Driving or Safe Work Standards so that errors made in either driver performance or safe work practices will be recognized and corrected during retraining.

POLICY: It is the policy of this Company that each incident be evaluated on an individual, objective basis using the guidelines outlined here. MV Transportation, Inc. adheres to a very strict interpretation of the definitions of preventability and defensive driving. Realistically speaking, most incidents can be prevented by our drivers/employees through diligent application of our driving standards and safe work practices. MV drivers and employees are held to a high standard of care by the law and Company practice.

1.1 Definition of Preventable Incident – an incident where the driver could have, but failed, to properly identify an incident-producing situation soon enough to take reasonable and prudent action to avoid a collision or an injury.

2.2 Definition of Defensive Driving - to drive in such a manner as to identify incident-producing situations soon enough to take reasonable and prudent action to avoid a collision. This is the MV Standard of Safe Driving Performance

WORKPLACE INCIDENTS

The following considerations apply to workplace incidents that cause (or could have caused) injury to either the employee or bystanders/other persons.

Considerations

Unsafe Acts: • Unauthorized operation of equipment • Unauthorized performance of a job or task • Running - Horse Play • Not following established procedures • Bypassing or failure to use safety devices • Not using protective equipment • Under influence of drugs or alcohol	Unsafe Conditions: • Ergonomic hazards • Environmental hazards • Inadequate housekeeping • Blocked walkways • Improper or damaged Personal Protective Equipment (PPE) • Inadequate machine guarding • Inadequate maintenance of machines or tools
Non-preventable if: • Mechanical defect in a machine or tool which could not have been detected or foreseen by the operating employee or through routine maintenance.	Preventable if: • Incident or injury can be attributed to an unsafe act or unsafe condition. • Employee performed a job or task for which he/she was either not trained or inadequately trained (would be a failure in the supervisory/training process). • Incident or injury occurred due to employee's failure to use (or improper use of) personal protective equipment. • Incident or injury occurred due to employee's use or attempted use of a vehicle, machine or tool that he/she knew was defective. • Employee's abuse of a machine or tool was such that it rendered the tool or machine defective.

VEHICLE INCIDENTS

A. Struck in Rear by Other Vehicle:

<u>Non-Preventable if:</u> • Driver's vehicle was legally and properly parked. • Driver was proceeding in his own lane of traffic at a safe and lawful speed. • Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person legitimately controlling traffic. • Driver was in proper lane waiting to make turn.	<u>Preventable if:</u> • Driver was passing slower traffic near an intersection and had to make sudden stop. • Driver made sudden stop to park, load, or unload. • Driver rolled back into vehicle behind while starting on grade. • Driver made sudden stop to avoid striking other vehicle in the rear.
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B. Struck While Parked: Non-Preventable if:

- Driver was properly parked in a location where parking was permitted.
- Vehicle was protected by emergency warning devices as required by DOT and state regulations or if driver was in the process of setting out or retrieving signals. These provisions shall apply to the use of the turn signals as emergency warning lights under DOT regulations.

C. Incidents at Intersections: Preventable if:

- Driver failed to control speed so that he could stop within available clear sight distance.
- Driver failed to check cross-traffic and wait for it to clear before entering intersection.
- Driver pulled out from side street in the face of oncoming traffic.
- Driver collided with person, vehicle, or object while making right or left turn.
- Driver collided with vehicle making turn in front of him.

D. Striking Other Vehicle in Rear: Preventable if:

- Driver failed to maintain safe following distance and have his vehicle under control.
- Driver failed to keep track of traffic conditions and note slowdowns.
- Driver failed to ascertain whether vehicle ahead was moving slowly, stopped, or slowing down for any reason.
- Driver misjudged rate of overtaking.
- Driver came too close before pulling out to pass.
- Driver failed to wait for car ahead to move into the clear before starting to move.
- Driver failed to leave sufficient room for passing vehicle to get safely back in line.
- Driver was over-driving his vision.

E. Sideswipe and Head-on Collisions: Preventable if:

- Driver was not entirely in his proper lane of travel.
- Driver did not pull to his right and slow down and stop for vehicle encroaching on his lane of travel when such action could have been taken without additional danger. (Buses with passengers should not run off the road.)

F. Squeeze Plays and Blackouts: Preventable if:

- Driver failed to yield right-of-way when necessary to avoid an accident.
- Driver failed to properly position vehicle in preparation for the turn

G. Backing Incidents: Preventable if:

- Driver backed up when backing could have been avoided by better planning of his route.
- Driver backed into traffic stream when such backing could have been avoided.
- Driver failed to get out of vehicle and check proposed path of backward travel.
- Driver failed to get out of vehicle periodically and recheck conditions when backing a long distance.
- Driver failed to sound horn and turn on 4-way flashers prior to and while backing.

H. Incidents Involving Rail-Operated Vehicles: Preventable if:

- Driver attempted to cross tracks directly ahead of train or streetcar.
- Driver ran into side of train or streetcar.
- Driver stopped or parked on or too close to tracks.
- Driver disregarded warning lights or devices.
- Driver failed to stop at crossing as required by regulations.

I. Incidents While Passing: Preventable if:

- Driver passed where view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
- Driver attempted to pass in the face of closely approaching traffic.
- Driver failed to warn driver of vehicle being passed (e.g. horn, and/or turn signal indicators).
- Driver failed to signal change of lanes.
- Driver pulled out in front of other traffic over-taking from rear.
- Driver cut-in short returning to lane of travel.

J. Incidents While Being Passed: Preventable if:

- Driver failed to stay in his own lane and hold speed or reduce it to permit safe passing.

K. Incidents While Entering Traffic Stream: Preventable if:

- Driver failed to signal when pulling out from curb.
- Driver failed to check traffic before pulling out from curb.
- Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions.
- Driver attempted to pull out in a manner that forced other vehicle(s) to change speed or direction.
- Driver failed to make full stop before entering from side street, alley or driveway.
- Driver failed to make full stop before crossing sidewalk.
- Driver failed to yield right-of-way to approaching traffic.

L. Pedestrian Incidents: Preventable if:

- Driver did not reduce speed in area of heavy pedestrian traffic.
- Driver was not prepared to stop.
- Driver failed to yield right-of-way to pedestrian.

M. Mechanical Defects Incidents: Preventable if:

- Defect was of a type which driver should have detected in making pre-trip or enroute inspection of vehicle.
- Defect was of a type which driver should have detected during the normal operation of the vehicle.
- Defect was caused by driver's abusive handling of the vehicle.

N. All Types of Incidents: Preventable if:

- Driver was not operating at a speed consistent with the existing conditions of road, weather and traffic.
- Driver failed to control speed so that he could stop within assured clear distance.
- Driver misjudged available clearance.

- Driver failed to yield right-of-way to avoid accident.
- Driver failed to accurately observe and recognize potentially existing hazardous conditions or events that could produce an accident.
- Driver was in violation of Company operating rules or special instruction, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.

Date Filed / Revision Date	Description of Change



MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-2

BLOODBORNE PATHOGENS AND OTHER INFECTIOUS AGENTS EXPOSURE CONTROL PLAN

SCOPE: The Bloodborne Pathogens standard applies to all workers who have the potential of becoming exposed to blood or other body fluids as a routine part of their assigned jobs, such as healthcare workers, law enforcement officers, firefighters, jailers, funeral homes employees, workers at uncontrolled hazardous waste remediation sites, and designated first aid responders (must have a certificate of training). In regard to MV Transportation, Inc. (MVT), this policy applies to all MVT employees and contractors on two levels:

- 1) Those with a reasonable expectation of occupational exposure as a routine part of their assigned jobs, such as those occupations mentioned in the above paragraph, for whom contact with human body fluids occurs as a result of their daily functions / operations.
- 2) All MVT employees are considered to have little chance of occupational exposure. "Good Samaritans" acts performed by undesignated individuals are not covered by the standard, but undesignated first aid responders (such as drivers, road supervisors, office personnel, and all levels of management), need to know exposure controls anyway, to protect themselves if they voluntarily respond in the event of an emergency either on or off the job or are involved in an incident.

In case of emergencies/incidents, all MVT employees should avoid personal involvement and first-hand exposure whenever possible, by calling appropriate health or law enforcement personnel (911) instead. If they do become exposed to bloodborne pathogens, they will be offered the "Hepatitis-B" vaccine no later than 24 hours after the exposure, as per OSHA requirements (See the "Hepatitis B Vaccine" section of this policy).

NOTE: All employees will have training in handling people and incidents involving body fluids from which, by definition, there is any chance of becoming infected with HIV (AIDS virus) or HBV (hepatitis B).

PURPOSE: The guidelines in this policy are designed to control exposure to bloodborne pathogens or infectious agents which might normally occur in the event of an incident involving extensive bleeding or release of other body fluids and constitutes MV Transportation's Exposure Control Cleanup Plan, as specified in 29 CFR 1910.1030, Bloodborne Pathogens.

POLICY: It is the policy of this Company to limit exposure to body fluids to employees and contractors. All employees who could potentially have contact with the body fluids of others will be trained in identifying Bloodborne Pathogen Hazards and preventing exposure to such hazard, as well as in handling clean-up of spills as required. Training will be provided by safety supervisors with guidance from Corporate Safety.

It is further the policy of this Company to be in full compliance with OSHA standard 1910.1030.

RESPONSIBILITY:

It is the responsibility of all Supervisors and Managers to ensure their respective areas of responsibility and/or locations are in compliance with this policy.

PROCEDURES:

Training: Training for all employees will be conducted prior to initial assignment to tasks where incidental occupational exposure may occur.

Training for employees, via video presentation, handouts, and policy manual, will include the following with an explanation of:

1. The OSHA standard for Bloodborne Pathogens.
2. Modes of transmission of bloodborne pathogens.
3. This Exposure Control Plan, (i.e. points of the plan, lines of responsibility, how the plan will be implemented, etc.).
4. Procedures which might cause exposure to blood or other potentially infectious materials at Company locations.
5. Control methods which will be used at locations to control exposure to blood or other potentially infectious materials (via use of record- keeping forms).
6. Personal protective equipment available at locations and who should be contacted concerning use.
7. Post Exposure evaluation and follow-up.
8. Signs and labels used.
9. Hepatitis B vaccine program.

All employees will participate in annual refresher training. Those employees who have not received training will not be permitted to work in clean up areas or other locations where body fluids may exist. Training will be conducted using video tapes, written material, etc.

Exposure Determination

All employees and contractors who work in potentially occupationally exposed areas will receive training on avoiding exposure to body fluids which could potentially contain pathogens. By definition, this category includes but is not limited to janitors, security guards and certain maintenance personnel such as bus cleaners who may come in contact with fluids during the clean-up process.

COMPLIANCE METHODS:

"Universal precautions" will be observed at MV Transportation locations and in buses in order to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual.

Engineering and work practice controls will be utilized to eliminate or minimize exposure to employees at this facility. Where occupational exposure remains after institution of these controls, personal protective equipment shall also be utilized. All controls will be reviewed by supervisors to be sure controls are effective, there is understanding by employees or contractors and compliance is in place.

Handwashing facilities must be available to the employees who incur exposure to blood or other potentially infectious materials. Antiseptic cleaner or towelette should be available and hands washed immediately after handling body fluids. Soap and water work just as well.

If personal protective gloves are worn, employees shall wash hands and any other potentially contaminated skin area immediately or as soon as feasible with soap and water.

If employees incur exposure to their skin or mucous membranes, then those areas shall be washed or flushed with water, as appropriate, as soon as feasible following contact.

Work Area Restrictions

In work areas where there is a reasonable likelihood of exposure to blood or other potentially infectious materials, employees are not to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. Food and beverages are not to be kept in refrigerators, freezers, shelves, cabinets, or on counter tops or bench tops where blood or other potentially infectious materials are present.

All procedures will be conducted in a manner which will minimize splashing, spraying, splattering, and generation of droplets of blood or other potentially infectious materials.

Contaminated Equipment

Equipment which has become contaminated with blood or other potentially infectious materials shall be examined prior to servicing and shall be decontaminated as necessary unless the decontamination of the equipment is not feasible. This process includes buses/vehicles which have been involved in accidents. Spills must be cleaned with soap and water. The area then can be sprayed with bleach solution (1-part household bleach to 10 parts of water).

Personal Protective Equipment (PPE)

Personal protective equipment will be provided without cost to employees. Personal protective equipment will be chosen based on the anticipated exposure to blood or other potentially infectious materials. For cleaning buses or other areas, protective clothing will be provided to employees.

Personal Protective Equipment:

- Face Shield
- Rubber Gloves
- Utility Gloves

All personal protective equipment will be cleaned, laundered, and disposed of by MVT. All garments which are penetrated by blood shall be removed immediately or as soon as feasible. All personal protective equipment will be removed prior to leaving the work area. Gloves shall be worn where it is reasonably anticipated that employees will have hand contact with blood, other potentially infectious materials, non- intact skin, and mucous membranes. Gloves will be used for cleaning body fluids from buses/vehicles or other locations.

Disposable gloves are not to be washed or decontaminated for re-use and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised. Utility gloves may be decontaminated for re-use provided that the integrity of the glove is not compromised. Utility gloves will be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

Masks in combination with eye protection devices, such as goggles or glasses with solid side-shield, or chin-length face shields, are required to be worn whenever splashes, spray, splatter, or droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can reasonably be anticipated. Such protection is required when cleaning body fluids following an accident or in any other spill area.

All contaminated work surfaces will be decontaminated after completion of procedures and immediately or as soon as feasible after any spill of blood or other potentially infectious materials, as well as the end of the work shift if the surface may have become contaminated since the last cleaning. All bins, pails, cans, and similar receptacles shall be inspected and decontaminated monthly under strict supervision. Any broken glassware which may be contaminated will not be picked up directly with the hands. Tongs or trash collectors will be used.

Laundry Procedures

Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in appropriately marked bags at the location where it was used. Such laundry will not be sorted or rinsed in the area of use.

All employees who handle contaminated laundry will utilize personal protective equipment to prevent contact with blood or other potentially infectious materials.

The laundry company used by the MVT facility with the infected garments will be advised of same by the supervisor of the shift.

Hepatitis B Vaccine

All employees who have been identified as having exposure to blood or other potentially infectious materials will be offered the Hepatitis B vaccine, at no cost to the employee. The vaccine will be offered within

10 working days of their initial assignment to work involving the potential for occupational exposure to blood or other potentially infectious materials as a routine part of their duties (see Scope, Level 1) unless the employee has previously had the vaccine or who wishes to submit to antibody testing which shows the employee to have sufficient immunity.

Employees who decline the Hepatitis B vaccine will sign the waiver

which appears in Appendix A.

Employees who initially decline the vaccine but who later wish to have it may then have the vaccine provided at no cost. Supervisors have the responsibility for assuring vaccine is offered to the employee and that he or she signs the waiver if appropriate.

The vaccine will be offered within 24 hours of the exposure to all employees who become exposed while conducting specific tasks while on duty (i.e. janitors and bus clean-up crews) or responding to emergency situations (i.e. drivers and/or terminal employees). (see Scope, Level 2).

Employees who decline the Hepatitis B vaccine will sign the waiver which appears in Appendix A.

Post-Exposure Evaluation and Follow-Up

When the employee incurs an exposure incident, it will be reported to the Risk Management and Safety Departments as soon as practically possible, but no later than 24 hours after the exposure, via the Event Notification reporting procedures.

All employees who incur an exposure incident will be offered post-exposure evaluation and follow-up in accordance with the OSHA standard.

This follow-up will include the following:

1. Documentation of the route of exposure and the circumstances related to the incident.
 - a. If possible, the identification of the source individual and the status of the source individual if available.
 - b. The blood of the source individual will be tested (after consent is obtained) for HIV/HBV infectivity
2. Results of testing of the source individual will be made available to the exposed employee with the exposed employee informed about the applicable laws and regulations concerning disclosure of the identity and infectivity of the source individual.
3. The employee will be offered the option of having their blood collected for testing of the employees HIV/HBV serological status. The blood sample will be preserved for at least 90 days to allow the employee to decide if the blood should be tested for HIV serological status. However, if the employee decides prior to that time that testing will be conducted, then the appropriate action can be taken, and the blood sample discarded.
4. The employee will be offered post-exposure prophylaxis in accordance with the current recommendations of the U.S. Public Health Service.

Interaction with Health Care Professionals

A written opinion shall be obtained from the health care professional who evaluates employees. Written opinions will be obtained in the following instances:

- a. When the employee is sent to obtain the Hepatitis B vaccine.
- b. Whenever the employee is sent to a health care professional following an exposure incident.

Health care professionals shall be instructed to limit their opinions to:

- Whether the Hepatitis B vaccine is indicated and if the employee has received the vaccine, or for evaluation following an incident

- That the employee has been informed of the results of the evaluation, and
- That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials.

See Appendix E for a sample form letter to health care professionals

Recordkeeping

All records required by the OSHA standard will be maintained by local management in a file labeled specifically for that purpose.

Medical Records:

- Employee's name and social security number.
- Copy of employee's vaccination status.
- Copy of results of all examinations and tests.

In the case of post-exposure follow-up:

- Healthcare professional's written opinion.
- Information provided to healthcare professional.
- Records are kept confidential and not disclosed without employee's written consent. Employee may obtain copies of their own records.
- Records maintained for duration of employment plus 30 years.

Training Records:

- Date of training session.
- Content and summary of training.
- Name and qualifications of the trainer.
- Names and job titles of attendees.
- Records must be retained at the training site or domicile for three years.

NOTE: Any employee who has received vaccination due to an exposure must be noted on the OSHA-300 logs at the time of the occurrence, in addition to the Exposure Incident Report.

Appendices:

- Declination Statement
- Exposure incident checklist
- Exposure incident report
- Source Individual medical release / refusal form and exposed employee medical release form
- Form letter to health care provider
- OSHA BBP Standard

Date Filed / Revision Date	Description of Change

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Safety Policy S-3 ALTERING/ADDING EQUIPMENT ON VEHICLES

SCOPE: This policy applies to all employees of MV Transportation, Inc.

PURPOSE: The purpose of this policy is to prohibit the altering/modifying or adding on to any mechanical or electrical component of the bus that interferes with the safe operation of the bus without proper approval.

POLICY: It is the policy of this Company that no one will alter or disable any mechanical/electrical equipment on any bus without the express permission of the Maintenance Department, nor will drivers utilize personal electronic devices while operating buses.

PROCEDURE:

No one is to drill holes, cut into wires or otherwise alter or damage any part of the vehicle to install any electronic equipment, unless the maintenance department approves the modification. No one will remove, modify, alter or otherwise intentionally render non-functional any company-installed electronic equipment (including Video Cameras or MDT terminals)

No one is to utilize any device to override safety switches or operating equipment designed to protect MV vehicles from damage.

Anyone utilizing any device which can potentially cause damage or does damage any equipment on a bus will be subject to disciplinary action, up to and including termination.

A driver will not install a personal electronic device of any type on a Company-operated bus/vehicle nor will such equipment be utilized while operating a Company bus/vehicle. This policy includes radar detectors, citizen band (CB) radios, cellular phones or similar devices. (NOTE: this policy does not preclude a driver from carrying in his bag a cellular phone for emergency use).

This Company policy is supported by § 392.62 of the Federal Motor Carrier Safety Regulation which states, "No driver will engage in an activity tending to distract his attention from the operation of the vehicle".

The presence of earphones/listening devices for the specified electronic device in the interior of the bus will be prima facie evidence of violation of this policy.

Date Filed / Revision Date	Description of Change

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Safety Policy S-4 BUSES AND BACKING

SCOPE: The policy applies to all MV employees who operate buses or other revenue vehicles.

RESPONSIBILITY: The operator has the responsibility for backing safely even though backing buses have the right-of-way.

POLICY / PURPOSE: It is the policy of this company that anyone backing a vehicle will use caution and be aware of the space around the vehicle. Buses and other vehicles will be positioned, whenever possible, to require as little or no backing as necessary. It is the policy of this company that all backing is the sole responsibility of the driver at the controls.

PROCEDURE: Before backing the operator will be sure the rear-view mirrors are in proper adjustment. The operator will then:

- Walk around the vehicle and make sure the way is clear of all hazards and obstacles. Get out of the bus/vehicle and look around. Ensure nothing is blocking the view of the rear-view mirrors.
- Turn on four-way flashers.
- Sound the horn a minimum of twice to attract attention to the backing maneuver.
- Continually scan both rear-view mirrors
- Back slowly at idle speed while covering your brake backing no further than necessary.
- When using a guide to assist with backing the driver still has full responsibility for backing the safely.
- While backing if driver becomes unsure of clear path, the driver must stop, and Get Out And Look (G.O.A.L.). The driver will not move the bus/vehicle until they are sure the path is safe. This also requires driver to be aware and any overhead or sideswipe hazard clearance.

Transit Operations Backing of transit vehicles is extremely hazardous and should be avoided whenever possible. Should it be necessary to back/reverse a transit vehicle, it shall be done with a ground guide (spotter) when possible and only with prior dispatch notification and approval.

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-5 BATTERY SAFETY

SCOPE: The requirements of this policy apply to all operations at MV Transportation, Inc., and especially Maintenance Facilities that involve the use, servicing, and/or storage of vehicle batteries. The requirements apply to both employees and contractors.

POLICY: It is the policy of this Company that anyone handling any batteries will follow safety regulations and Company safe work standards.

RESPONSIBILITY: The Division Maintenance Manager is responsible for ensuring the application and enforcement of all policies and procedures described in this policy. Shop Supervisors are responsible for following these procedures in their respective areas and operations.

PROCEDURE: The Division Maintenance Manager will ensure that all personnel working with batteries have received appropriate training, as described below in this policy. Only trained and authorized personnel will conduct operations in the battery shop of Maintenance Facilities.

The following practices will be observed in Maintenance Facility battery shops at all times:

1. Safety glasses or splash goggles and rubber gloves will be used for ALL battery work. Splash aprons and rubber boots shall be worn when handling or transferring electrolyte.
2. Flames and sparks (including cigarettes) are to be kept away from the vicinity of batteries and charging areas.
3. Caution must be exercised to avoid shorting of battery terminals with metal tools and objects.
4. The immediate charging area will be vented prior to charging, to remove acid vapors and gases. No work will be performed if excessive levels of acid vapors or gases are present as determined by the smell.
5. All battery storage areas will be conspicuously marked, to include signs designating them as hazardous areas.
6. Repairs to battery connections will not be made while the charging circuit is engaged.
7. Charging current will be turned off before connecting and disconnecting batteries to the charging lines.
8. Mixing Acid Solution - water will NEVER be added to an acid. Acid will be poured slowly into the water. This then becomes the acid solution product.
9. Sulfuric acid or hydrochloric acid will NOT be stored in areas where freezing temperatures are possible.
10. Acid solution will be kept at a level above the tops of the separators. Once a battery has received an initial filling of acid, clean water will be used to keep the acid above the separators.
11. The number of batteries and amount of acid will be limited to that necessary to perform a safe and effective operation.
12. Charging units will be periodically checked during operation.
13. First aid materials will be provided for neutralization of acid spills on the body. Posters and labels will clearly indicate the specific application of first aid materials.

14. Facilities shall be provided in each charging area for the rapid drenching or flushing of eyes and body. Such facilities must be capable of delivering an adequate volume of water for at least 15 minutes. The eye flush station will be flushed and tested monthly by the shop supervisors.

15. Spent batteries will be staged in an area away from heat and flames and stacked on pallets prior to disposal. Leaking batteries should be placed in special containers. Disposal will be in accordance with applicable local, state, and federal regulations through company vendors. Used batteries will not be permitted to accumulate over 30 days.

TRAINING: All battery shop personnel will be trained by supervisors or safety personnel in the specific hazards and control measures associated with battery shop operations. This training may be conducted in the classroom and on-the-job. Training will be documented regardless of how and where it is performed. Training, at a minimum, must cover the following material:

- Hazards of batteries and acid solutions
- Appropriate personal protective equipment
- Operation of the charging apparatus
- Preparation and handling of acid solutions
- Operation of venting mechanisms
- Handling acid solutions spills
- Location and use of first aid and drenching equipment
- Proper staging of spent batteries

INSPECTIONS: The Division Maintenance Manager will inspect battery shops and apparatus twice each year during general safety audits. He will also perform random inspections, as appropriate. The results of these inspections will be recorded. Division Maintenance Manager, shop supervisors, and employees are responsible for batteries and apparatus defects in their work area. Any problems must be reported to a supervisor and corrected immediately.

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Safety Policy S-6 INSPECTION REPORT - PRE-TRIP AND POST-TRIP

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate revenue vehicles.

POLICY: It is the policy of this Company that before operating a revenue vehicle for any reason, the operator shall perform a pre-trip inspection according to Part 396.13 Federal Motor Carrier Safety Regulations and will be satisfied that the bus is in safe operating condition.

RESPONSIBILITY: The Pre-Trip inspection shall include the employee review of the last Driver Vehicle Inspection Report (DVIR) to make sure any defects or deficiencies noted by the previous driver, and written on DVIR, have been repaired and the signature of the mechanic certifying the repair is written on the DVIR.

When returning a vehicle/bus to a facility, the driver will perform a post-trip inspection and complete DVIR, reporting any defects or damage that may have been found or occurred during operation, as well as other locally-required information.

NOTE:

Operators moving a bus from one location to another at a terminal or garage must be satisfied that the bus is operable and safe.

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Safety Policy S-7 BUS LOCK-OUT / TAG-OUT

SCOPE: The requirements of this section apply to all employees and contractors performing maintenance activities on MV Transportation buses in MV maintenance facilities.

PURPOSE: The purpose of this section is to establish safety procedures while working on, under, in the engine compartment, or underneath buses during repair, inspection or servicing.

POLICY: It is the policy of this Company that all Maintenance Facility Managers and Supervisors have the responsibility to ensure that all employees and contractors operating within the facility are aware of and adhere to the guidelines in this section.

PROCEDURES: All MV Transportation, Inc. employees and contractors working on, under, in the engine compartment, or underneath buses, will:

1. Place a "BUS LOCK-OUT TAG" (OR STEERING WHEEL COVER) on the steering wheel of the bus being serviced.
2. If the bus is so equipped:
 - Turn the "BATTERY DISCONNECT" switch to the OFF position with a "BUS LOCK-OUT TAG" attached during all such repair, inspection or servicing.
 - Place the "ENGINE START INTERLOCK" switch (located on the engine compartment's control panel) to the "OFF" position.
3. In vehicles equipped with ignition keys, the person working on, under, in the engine compartment, or underneath the vehicle will keep the ignition key in his/her pocket to prevent engine ignition by someone else.

When a "BUS LOCK-OUT TAG" is displayed on the steering wheel or the battery compartment of a bus, no attempt will be made to start the engine or move the bus in any manner.

Only the employee who placed the "BUS LOCK-OUT TAG" on the steering wheel or battery compartment switch may remove it.

NO ONE ELSE IS AUTHORIZED TO DO SO.

Every employee is to be issued "BUS LOCK-OUT TAGS" with their name permanently affixed.

The "BUS LOCK-OUT TAG" and the "BATTERY DISCONNECT" are to be used in combination with all other applicable safety precautions and practices

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Safety Policy S-8 BUS HEADLIGHTS - FULL TIME USE

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate buses/revenue vehicles.

POLICY: It is the policy of the Company to operate all buses/vehicles with the headlights on in the day time as well as at night to promote safety and provide increased visibility of our vehicle to other motorists.

RESPONSIBILITY: All employees who operate a bus/vehicle are required to drive with the headlights on in the low beam position during daylight hours. During hours of darkness, both high and low beams will be used as driving conditions warrant.

Headlights are not to be flashed for any purpose such as when coming up behind a vehicle. Headlights are to be turned on after starting the bus and turned off when stopping the engine.

Note: The use of running lights and/or parking lights does not fulfill the policy requirement.

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Safety Policy S-9 CELL PHONES / MOBILE COMMUNICATION DEVICE

SCOPE: This policy

PURPOSE: The purpose of this policy

POLICY: It is the policy of MV Transportation that the use of personal hand-held or hands-free mobile phones or e-mail devices while driving a company or client-owned vehicle is not permitted unless in the case of an emergency/imminent danger to life or persons. "Hands-free" earpieces (corded or wireless) shall not be worn or used at any time while driving.

While at the controls of a company vehicle or client-owned vehicle, personal mobile communication devices and hands-free devices must be "powered off" and stored out of reach of the driver.

The Company will not be liable for any sanctions or fines levied upon an employee or contractor as a consequence of non-compliance with this Policy or related local ordinances or laws.

The driver has the responsibility for compliance with this policy.

Non-compliance with this policy will be treated as a violation of company work rules in accordance with the MV Employee Handbook and shall result in discipline according to the terms and conditions contained therein.

Drivers will not use personal cellular phones while driving unless in case of "imminent danger" emergency. If there is an "imminent danger" or emergency while enroute and the driver needs to call for assistance (911), the driver can use the phone to make the initial call and then needs to pull over and stop as soon as possible in order to complete the call. Drivers will be instructed to use the dispatch center phone number as their contact number while at work. The dispatch centers will contact drivers via company radio in case of personal emergencies.

Drivers may use company-issued mobile communication devices or other "push-to-talk" devices (i.e.: Nextel radios) while driving only to the minimum extent necessary for business operations.

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Safety Policy S-10 COMPLIANCE WITH FEDERAL AND STATE SAFETY REGULATIONS

SCOPE: These regulations govern all driving and non-driving operations at MV Transportation, Inc.

POLICY: It is the policy of MV Transportation, Inc. that company operations and all personnel will comply with all applicable requirements of Title 49 Code of Federal Regulations and in particular with the Federal Motor Carrier Safety Regulations' Parts 40, 325, 382, 383, 385-387, 390-396, 399 and 640 (or their individual States' equivalent) and with the provisions of Part 1910 of the Occupational Safety and Health Administration regulations.

PROCEDURE: Personnel will refer to the Regulations for interpretation of any covered rules regarding MV Transportation, Inc. driving and maintenance operations.

The Safety Department is available to provide further assistance.

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Safety Policy S-11 COMPRESSED GASES - HANDLING & STORAGE

SCOPE: This policy applies to operations which involve the storage, use or handling of compressed gases or compressed gas cylinders.

POLICY: It is the policy of MV Transportation, Inc. that all employees comply with all applicable regulations promulgated by the Department of Transportation (DOT), or the Occupational Safety and Health Administration (OSHA).

RESPONSIBILITY: It is the responsibility of General Managers and Maintenance Managers to ensure that all MV Transportation, Inc. employees conform to established safe work practices when working with or handling compressed gases.

PROCEDURE: The following safe work practices are required for handling compressed gas containers:

Identification & Labeling:

1. Compressed gas containers must be labeled as required by DOT and OSHA.
2. No one will accept improperly marked or labeled cylinders.
3. MV employees are not to tamper with, deface, or remove any cylinder markings or labels. This does not include the use of special tags which indicate whether the cylinder is empty, full, or partially filled.
4. Color must not be used as the primary means of identifying cylinders. Although suppliers often paint cylinders for quick identification, MV employees should always examine the cylinder markings and labels before use.
5. A cylinder with illegible markings and labels will not be used. It should be separated from the other cylinders and returned to the supplier.

Cylinder Maintenance and Repair:

1. MV employees will not perform any maintenance or repair on cylinders.
2. MV employees shall not tamper with, obstruct, or remove any part of the cylinder, including pressure relief devices, container valves, or valve protection devices.

Proper Handling Practices:

1. Cylinders will never be used as supports or rollers.
2. Cylinders will not be placed or used in a manner which would make them part of an electrical circuit.
3. Cylinders will not be exposed to extreme heat or cold.
4. Cylinders that are leaking or damaged will not be shipped. In these cases, the supplier should be asked for advice.
5. If the cylinder or valves are significantly corroded, the gas supplier will be contacted for advice.
6. Cylinders will be refilled only with their original contents.
7. Cylinders will not be rolled while lying down, nor shall they be dragged. Suitable hand trucks should be used to transport cylinders.

8. Cylinder caps will not be used for lifting cylinders.
9. Container valves must be closed when not in use.
10. Valves will be opened slowly. Wrenches should not be used on valves, unless specifically designed for that application. Valves should not be hammered or forced.
11. All piping, hoses, and other connections will be gas tight.
12. Cylinders should not be completely emptied. Cylinders should be removed from service when they have approximately 20 psi pressure remaining.
13. The cylinder valve must be closed before removing a regulator.
14. ONLY regulators and hoses approved for a specific gas shall be used with that gas.
15. Hoses and connectors shall not be interchanged among different gases, unless approved by the gas supplier.

General Storage Requirements:

1. Cylinders will be separated by type.
2. Empty containers will be separate from full ones.
3. Oxidizers will not be stored next to flammables.
4. Cylinders will not be exposed to excessive moisture, salt, corrosive chemicals or fumes.
5. Storage in the sun is allowed, provided that extreme temperatures do not prevail, and the supplier does not recommend against such a practice.
6. Containers shall be surrounded by a locked fence, wall, or other barrier, that will prevent tampering and damage.
7. Cylinders must not obstruct exits.
8. All cylinders will be protected from falling and be secured with chain.
9. Cylinders will be stored valve up.
10. Oxygen acetylene cylinders (Or Other Fuel Gas) are not to be stored together unless separated by a 1-hour fire resistant wall, i.e. 1/2" thick steel plate.
11. All oxygen acetylene cylinders must be chained to cart.
12. When not in use, valves will be turned off at cylinders.

Storage of Flammable Gases:

1. Flammable gases present increased hazards of fire and explosion. Such gases used by Greyhound include propane and acetylene. The following practices shall be observed for the storage and handling of compressed flammable gases:
 2. NO SMOKING signs shall be posted at the entrance to the storage area.
 3. Flammable gases shall be separated from oxidizers.
 4. Cylinders must be kept at least 20 feet from flammable liquids, highly combustible materials, and ignition sources.
 5. Spark-proof tools will be used for work on cylinder and piping connections.
 6. Quantities stored will be in compliance with local fire codes.

7. The storage area will be well-ventilated.
8. Approved portable fire extinguishers will be present.

Storage of Oxidizers:

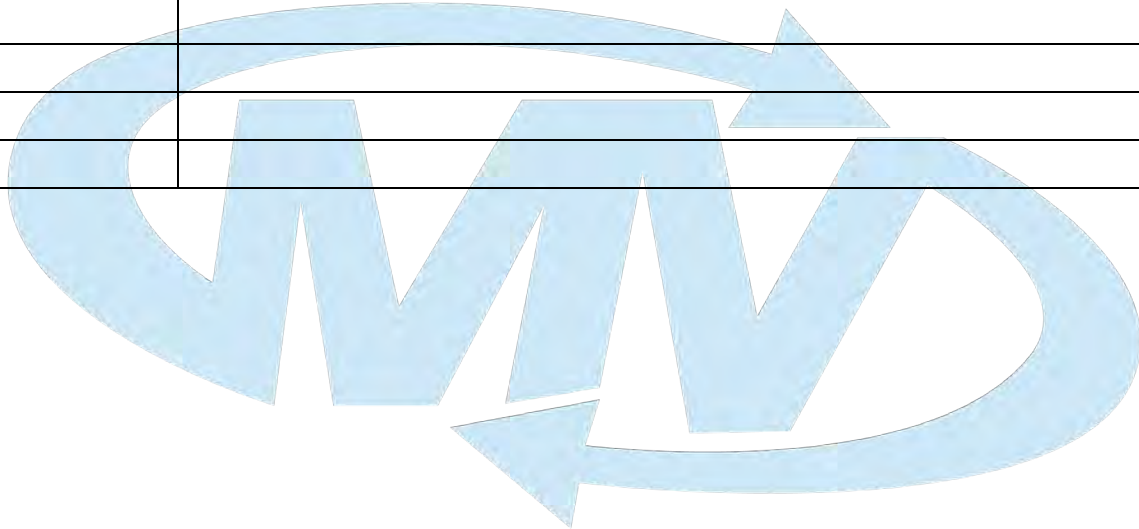
1. Oxidizers will be separated from flammable and combustible materials.
2. Oil or grease will not be allowed to contaminate the cylinder, nor allowed to accumulate in the storage area.
3. Storage areas will be well ventilated.

INSPECTIONS:

Department supervisors are responsible for performing daily checks of compressed gas cylinders and storage areas. These daily checks need not be recorded.

Employees are responsible for examining cylinders and connections before use. Any problems should be reported to the supervisor immediately.

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Safety Policy S-12 DRIVER REFRESHER TRAINING

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate buses or other revenue vehicles

POLICY: All MV operators will receive refresher or remedial training, as necessary, throughout their employment with the Company. This training will be conducted as outlined below and documented in local personnel files and training records using the Driver Refresher Training Report Form.

Only qualified personnel (General Managers, Operations Supervisors, Safety Managers, or Driver Instructors/BTWs) will administer driver refresher training courses. Under no circumstances will any driver be allowed to return to driving duties unless they demonstrate full proficiency in all applicable driving performance tasks

I. Refresher or Remedial training is mandatory under the following conditions:

- A. Return To Work (from inactive status) – Required when a driver/operator returns from “inactive” status (from a period of 30 days or more). In these cases, the driver must receive a one-day/8 hours “general purpose” refresher training designed to remind the driver of the general standards and defensive driving guidelines in effect at MVT and to ensure his/her proficiency.
- B. Post Accident / For cause – Required after every “preventable” accident, or whenever mandated by management for retraining / corrective purposes.
- C. Seasonal – Required annually at all divisions operating in seasonal adverse weather environments (i.e.: Winter driving, onset of adverse weather, etc.).
- D. Biannually – At a minimum of every two years, each driver/operator shall receive a “general purpose” refresher training designed to
- E. remind the driver's of MVT driving standards and validate the driver's proficiency with MVT defensive driving requirements.

II. Course content:

A. Return To Work: This refresher is mandatory for any driver who has been away from work for 30 days or more (sick leave, family leave, furlough, worker's compensation, etc.). Reviewing the most up-to-date videos and the behind-the-wheel assessment are important components of this type of refresher. Minimum content is as follows:

1. Safety standards review (Classroom): This training will include a thorough general review of our safety standards and defensive driving guidelines. This is accomplished through review of the applicable portions of the Driver Training School Curriculum and the applicable safety videos.
2. “Behind The Wheel” (BTW) Road Check: The Road-Check portion of the Return-to-Work Refresher is probably the most critical part of the refresher, as it offers the driver the hands-on opportunity to re-establish his or her familiarity with our standards, and with the maneuverability and dimensions of the bus. If the driver has developed any unsafe driving behaviors/habits, the instructor will also be able to identify what driving deficiencies are present, and correct them before certifying the refresher as “satisfactory.” The BTW portion will include a minimum of 30 miles or two hours, and cover city (urban), secondary, and freeway driving environments, with emphasis on city and freeway driving.

The time involved for completion of this refresher is variable. The driver must demonstrate his ability to perform all of the required tasks to standard. Particular attention will be given to the following areas:

- a) Pre/Post trip inspections
- b) Brake release procedures (Air brake vehicles)
- c) Gear selection & transmission use
- d) Proper Scanning Habits
- e) Turns & Intersections
- f) Merging & Lane changes
- g) Backing
- h) Speed Control
- i) Following Distance
- j) Use of Brakes
- k) Railroad Crossings
- l) Lift Operations
- m) Wheelchair Securement

Individual Divisions are free to also include any topics/material pertinent to local driving conditions (for example, driving in heavy traffic, mountain terrain, etc.).

B. Post-Accident / For Cause Remedial Training: This training is mandatory for any driver who has received a “preventable” rating for an accident/incident.

Because (by definition) the driver could have avoided the accident/incident, but failed to do so, it is imperative that the driver receives this remedial training as soon as possible, in order to prevent another similar occurrence. Therefore, the post-accident remedial training must be scheduled and given within 10 days following the formal accident rating.

Before the refresher commences, the investigating supervisor will review the accident report with the individual who will conduct the training (i.e.: a driver instructor or BTW instructor), discuss the accident’s cause(s) and contributing factors, and what specific driving standards were not applied correctly. They should then tailor the remedial training to correct the driving deficiencies and standards that contributed to the accident.

This training will include a review of the appropriate materials / videos, and behind-the-wheel training.

The amount of time needed for a post-accident refresher is variable, and it will depend on the driver’s ability to perform the appropriate tasks to standard. The driver must demonstrate his / her ability to perform all of the required tasks to standard before being allowed back to driving duties.

For instance, if the supervisor has determined that the driver did not perform a right turn correctly, the appropriate videos might include material on effective seeing habits, proper positioning of the vehicle, reference points, lane choice. The items highlighted on the refresher report would include “Positioning of the bus for turn,” “Use of Mirrors,” “Speed,” “Proper Use of Signals,” “Ability to Judge Bus Size,” “Use of Horns,” “Aggressive in Traffic,” “Aware of Hazards.” The driver instructor would then proceed with the behind-the-wheel training with a clear understanding of what driving deficiencies may need correcting, and ensure that the driver is able to perform the appropriate tasks to standard.

Currently, under normal circumstances, it is our practice to keep the driver in-service pending the outcome of the accident investigation.

However, if Division or Regional management feels the driver involved in the accident poses an imminent danger or threat to the safe operation of a bus (due to a serious driving deficiency or, possibly, a physical or mental impairment), do not hesitate to place the driver out-of-service until it has been determined that the driver is qualified to drive safely.

C. Seasonal Refreshers: These refreshers are conducted in preparation of operations during certain periods of the year. At a minimum, this refresher will be given in the fall, before the beginning of winter season, to all division’s drivers, and includes refresher topics appropriate for the region, imminent weather, environmental, and traffic conditions. The training will include topics/material appropriate for the season in question, using existing safety videos and lesson modules from the standard Driver Training School.

D. Bi-Annual Refresher: This is a mandatory bi-annual (every two years) general defensive driving refresher. All in-service drivers will attend this refresher every two years to ensure they are using appropriate defensive driving habits/techniques (have not become complacent) and will follow the same content requirements of the “Return To Work” refresher listed in “A” above.

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Safety Policy S-13 DRIVER'S ANNUAL REVIEW OF DRIVING RECORD

SCOPE: This policy applies to all drivers for MV Transportation, Inc., including road call mechanics.

PURPOSE: The purpose of this policy is to achieve compliance with the Federal and State Motor Carrier Safety Regulations.

POLICY: It is the policy of this Company that all drivers submit, on an annual basis, a record of all violations of traffic laws committed while operating any type vehicle, other than parking violations, for which the driver has been convicted or forfeited bond during the preceding twelve (12) months, and that such record be reviewed by the Division General Manager and compared with the driver's Motor Vehicle Record.

PROCEDURE:

The General Manager will request each driver's Motor Vehicle Record at least annually and review it with the driving record submitted by each driver to determine whether the driver meets the minimal requirements for safe driving and be certain the driver is not disqualified from operating a motor vehicle.

The General Manager will review each driver's entire record including accident experience, road and ride observations, and the Driver Record of Violations submitted for the previous twelve months. The review will be completed by August 15 each year and the record retained in the driver's DOT qualification file.

The driver's manager/supervisor will conduct interviews with drivers whose records warrant counseling and corrective measures including refresher training. In considering counseling, great weight must be given to violations such as speeding, following too closely, reckless driving and improper or erratic lane changes. This counseling process will be properly and thoroughly documented.

Drivers convicted of two serious traffic violations as defined by the FMCSR, in a three-year period will be advised that they are subject to disqualification by the State issuing their drivers' licenses.

Supervisors will remind drivers that they are to notify the company of any moving violation they receive during the year, whether on or off-duty.

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Safety Policy S-14 HAZARDOUS SUBSTANCE COMMUNICATIONS (RIGHT TO KNOW)

SCOPE: This policy applies to all employees of MV Transportation, Inc.

PURPOSE: The purpose of this program is to ensure that all MV Transportation, Inc. employees receive hazard communication training, and understand who to contact and where to go for environmental and safety information.

POLICY: It is the policy of this Company to recognize that Federal and state laws govern employees' access to information on very hazardous substances. MV Transportation, Inc. will provide federally and/or state mandated information, training and safety equipment to all employees that work with hazardous chemicals in order to reduce the possibility of accidental exposure and to comply with the requirements of the OSHA Hazard Communication Standard.

The Maintenance Department of MV Transportation, Inc. is responsible for maintaining all buses/vehicles in good working condition.

The Company uses certain chemicals that require specific precautions to be taken to protect employees' health. Therefore, it shall be the policy of MV Maintenance to communicate any hazards associated with the handling of hazardous chemicals to our employees and contractors and have Material Safety Data Sheets and a current Chemical Substance Inventory for all chemical substances in use at a given maintenance facility on hand for reference as needed.

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Safety Policy S-15 MULTIPLE MOBILITY DEVICE UNLOADING

SCOPE: The policy applies to all MV employees who operate buses or other revenue vehicles.

PURPOSE: In the event that multiple passengers in mobility devices are being de-boarded at the same location, this policy is set forth to avoid passengers left in the vehicle from potentially driving off a deployed lift as they are waiting for the driver. In addition, this policy will reduce the hazard that a deployed lift represents to the walking, jogging and biking public.

POLICY:

Multiple de-boarding passengers with mobility devices.

1. Drivers shall un-secure only the mobility device that they intend to unload and take custody unless others must be unsecured and moved in order to get another device off.
2. Lift must be placed in stowed position as driver exits the vehicle with the passenger.
3. Lift will be re-deployed as the driver prepares the next passenger to de-board the vehicle.

TRAINING

All new drivers will be instructed on the use of the lift and de-boarding multiple mobility devices at the same location. This instruction will take place while the driver is undergoing MV new-hire training. All current and existing Drivers will have this revised policy made part of their annual safety meeting training sessions and covered at least once a year in future safety meetings. All Operators will sign an acknowledgement sheet confirming the training. The Acknowledgement Sheet will be maintained as part of their individual training file.

COMPLIANCE MONITORING

All General and Safety Managers will be responsible to ensure compliance with this policy by having their staff monitor compliance of their operators.

This policy only applies when de-boarding multiple passengers in mobility devices at the same location.

Any disregard of this policy will result in progressive discipline steps which is the same as any major infraction violation of employee rules as outlined in the MV employee handbook.

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-16 PASSENGER AND DRIVER SEATBELT POLICY

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate buses or other revenue vehicles

PURPOSE: The safety of our passengers and drivers is the company's paramount consideration and the reason for this policy, as traffic conditions may require the vehicle operator to make sudden stops, turns, or maneuvers. The wearing of a seatbelt ensures a safer ride and minimizes the potential for injuries to passengers and drivers.

POLICY: It is the policy of MV Transportation, Inc. that all persons (passengers and driver) being transported in vehicles equipped with passenger safety belts (seat belts) shall be required to properly don/wear the seatbelts prior to the vehicle's movement.

Drivers must check passengers prior to vehicle movement to ensure all seat belts are properly worn and fastened. Drivers will assist in fastening and unfastening seatbelts upon request or if the driver feels the belt is not worn correctly. This includes fastening the seatbelt/shoulder harness for those using wheelchairs/scooters. In addition to fastening seatbelt/shoulder harnesses for passengers in wheelchairs, the operator must secure all wheelchairs and scooters by ensuring that the wheels are properly restrained/tied-down and the brakes are locked prior to vehicle movement.

Customers who refuse to wear seatbelts or seatbelt/shoulder harnesses will not be transported. However, an exception may be made for customers whose disability prohibits them from wearing seatbelts provided the procedures set forth below are followed.

Passenger refusal or special request: If a passenger refuses a seatbelt or requests the belt be worn loosely because of a disability, the operator must call into dispatch and must not move the vehicle until cleared by a supervisor or dispatch. In vehicles equipped with DriveCam devices, the driver is also required to activate the DriveCam device via the manual activation button and restate the passenger's refusal to don the seatbelt or to have the seatbelt fastened in a loose manner.

Note: If the dispatch function is not performed by MV Transportation the drivers is still required to call in to dispatch, (for recording purposes only) and record the refusal on the DriveCam device.

TRAINING:

All new drivers will be instructed on the use of seat belts in vehicles equipped with seatbelts. This instruction will take place while the driver is undergoing MV new-hire training. All current and existing Drivers will have this revised policy made part of their annual safety meeting training sessions and covered at least once a year in future safety meetings. All Operators will sign an acknowledgement sheet confirming the training. The Acknowledgement Sheet will be maintained as part of their individual training file

COMPLIANCE MONITORING:

All General and Safety Managers will be responsible to ensure compliance with this policy by having their staff monitor compliance of their operators.

This policy only applies to vehicles equipped with seatbelts and shoulder harnesses. These devices are to be used by all riders, including those who use wheelchairs as well as those who use vehicle seats, if seatbelts and/or shoulder harnesses are provided at seating locations.

Any disregard of this policy will result in progressive discipline steps which is the same as any major infraction violation of employee rules as outlined in the MV employee handbook.

Date Filed / Revision Date	Description of Change



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Safety Policy S-17 SUBJECT TITLE

SCOPE: This program applies to all MV Transportation, Inc. (MV) employees who wear any type of respirator (except a nuisance dust mask). Visitors and outside contractors are to also be informed of all identified respiratory hazards when in affected areas.

POLICY: It is the policy of MV Transportation to provide proper protective equipment in areas containing airborne concentrations of hazardous chemicals or other airborne contaminants.

IDENTIFICATION OF HAZARDS:

MV will attempt to utilize ventilation and other engineering controls to minimize airborne contaminants. Nevertheless, MV employees periodically may be exposed to circumstances which require the use of respiratory protection. Such situations will usually involve the use of solvents, paints, strippers, cleaning compounds, and certain fuel products. Welding, grinding, cutting, or other metal work may also require respiratory protection. The local Safety Manager and Facility Manager will determine the appropriate respiratory protection required for a given area of operation and post a list as follows:

The operations or areas listed in Table 1 have been identified as having the potential for respiratory hazards:

Area/Operation	Type of Respirator Required
Spot Painting	Half-face APR, equipped with HEPA filter cartridges

Table 1. Areas where Respiratory Protection is Required

Training in hazard recognition for employees will be conducted by local maintenance management. If conditions during a particular job are grossly different from those anticipated, the employee should contact his supervisor for instructions on the appropriate respiratory protective measures.

ACTION LEVELS: MV Transportation has established certain action levels, or criteria, concerning the use of respiratory protection. The following conditions will always require the use of respiratory protective equipment:

1. IDHL conditions (Immediately Dangerous to Life and Health).
2. Oxygen deficient (19.5% oxygen) or enriched (25% oxygen) atmospheres.
3. Atmospheres with exposures exceeding established exposure limits (PEL, REL, TLV)
4. Atmospheres containing or potentially containing airborne biological hazards.
5. The presence of toxic or irritating contaminants for which no exposure standards have been established.
6. Valid reports of previous injury, illness, or symptoms of exposure related to airborne contaminants at a particular location.
7. Presence or potential for release of flammable or explosive gases, vapors, or dusts.
8. Airborne asbestos concentrations of 0.01 fibers/cc or greater.
9. Unknown atmospheres determined to have a reasonable potential for any of the above conditions to exist.

Other conditions or combinations of conditions may require the use of respiratory protective equipment as well. Such determinations will be made by the local GM/maintenance manager in consultation with his/her Area Safety Director or VP of Safety.

SELECTION OF RESPIRATORY EQUIPMENT:

The General Manager/maintenance manager, in consultation with his/her Area Safety Director or VP of Safety will determine the appropriate respiratory protective equipment for each project or task. Selection will be based upon the anticipated hazards present at the work site. Only NIOSH-approved respiratory equipment will be used by all MV employees. Table 2 gives general guidelines for determining appropriate respiratory protection. The Purchasing Department will assist with all purchases of respiratory equipment.

Condition	Recommended Equipment
Particulate contamination only, less than 10x the PEL	Half-face APR, equipped with HEPA filter cartridges, or half-face supplied air respirator operated in continuous flow mode
Particulate contamination only, 10-50x the PEL	Full-face APR or PAPR, equipped with HEPA filter cartridges, or full-face supplied air respirator, operated in continuous flow mode
Chemical contaminants, 10-50X the PED and less than 1000 ppm (1%) regardless, skin or eye hazard	Half-face APR, equipped with approved chemical cartridges, or full-face supplied air irritant, splash or projectile respirator, operated in continuous flow mode
Concentrations of any particulate contaminant greater than 50x the PEL or greater than 100 ppm (1%) regardless, IDLH conditions, presence of contaminants with poor warning properties, oxygen deficiency or enrichment, or the presence of unknown atmospheres	Full-face supplied air respirators, operated in the positive pressure, pressure-demand mode (SCBA, airline)

Table 2. General Guidelines for the Selection of Respiratory Equipment

CHANGING OF RESPIRATOR CARTRIDGES:

HEPA cartridges are to be changed when breathing through them becomes difficult, or when they become wet or otherwise damaged. Chemical cartridges will be changed at the first sign of contaminant breakthrough, or when the cartridge becomes wet or damaged. In high-use conditions, chemical cartridges will be changed at least at the end of each workday.

CLEANING AND STORAGE OF RESPIRATORS:

Each employee will clean and disinfect any respirator they use. They will clean the respirator at least at the end of each work day that it is used. If a respirator is used by more than one employee, it will be fully cleaned and disinfected between each use.

Contaminant	Cartridge or Canister Color
Acid gases	White
Hydrocyanic acid gas	White with a 1/2 inch green stripe
Organic vapors	Black
Ammonia gas	Green
Acid gases and ammonia gas	Green with a 1/2 inch white stripe
Carbon monoxide	Blue
Acid gases and organic vapors	Yellow
Hydrocyanic acid gas and chloropicrin vapor	Yellow with a 1/2 inch blue stripe
Acid gases, organic vapors, and ammonia gases	Brown
Radionuclides	Purple (Magenta)
Particulates	Canister color previously designated, with a 1/2 inch gray stripe

Table 3. Color Codes for Respirator Cartridges and Canisters

Cleaning may require the use of special decontamination solutions or procedures. At a minimum, cleaning of cartridge-type respirators will consist of removing the respirator cartridges and washing the facepiece in a detergent solution, followed by a thorough rinse. Hood respirators should be thoroughly wiped out with a disinfectant solution and allowed to dry. Disinfection may be done with alcohol wipes or a solution of 2 tablespoons

Clorox to a gallon of water. The Clorox solution will be used to disinfect any respirator that is to be stored for more than three days.

After use, each respirator will be cleaned and disinfected, allowed to dry, and placed in a sealed plastic bag for storage. Respirators assigned to a single person shall be clearly marked. They will be stored in a single layer, in a manner that does not distort the facepiece, and objects shall not be placed on top of respirators.

Respirators should be placed on hook or hangers, and not left in the open work area.

INSPECTION OF RESPIRATORS:

Respirators will be inspected by employees for defects and missing parts prior to each use, and during each cleaning and disinfection procedure. Necessary repairs will be made, and missing parts will be replaced before the respirator is put into service. The Department Supervisor will also perform a monthly inspection of respirators to ensure that they are being properly maintained. The Facility Manager will also perform quarterly inspections, and random inspections as appropriate. Inspections will be documented and retained in facility file.

who use respirators should have an examination at least annually, or more often, as determined by the company physician. Employees who choose to be tested will receive the full results of all test and analyses performed.

FIT TESTING: All employees will be qualitatively fit-tested prior to using respirators. Employees may be fit-tested and approved for additional respirator types. No employee may wear any respirator without being fit-tested for that size and model. Fit-tests will be performed whenever there is significant change in the physical features of the respirator wearer.

PROHIBITED PRACTICES:

1. Certain conditions interfere with the proper sealing of the respirator face piece. Other practices may increase the user's risk of exposure or injury. The following practices are forbidden for MV employees wearing any respirators EXCEPT hood respirators:
2. Wearing of beards, sideburns, facial hair or headpieces
3. that extend beneath the sealing surface of the respirator face piece.
4. The following practices are forbidden for ALL MV employees wearing any type of respirator:
5. Eating, drinking, or smoking while wearing a respirator.
6. Wearing glasses or jewelry that interferes with the proper sealing of the respirator.
7. Wearing contact lenses while using respirators.
8. Wearing earrings while using respirators.
9. Wearing a shared respirator while suffering from an infectious disease.
10. Altering or modifying any part of function of a respirator in such a manner that would impair its designed functioning or void its NIOSH/MSHA approval.

TRAINING AND INFORMATION PROGRAM:

The Respiratory Training Program is designed to inform MV employees of the proper methods of evaluating and controlling exposures to airborne contaminants. They will also be trained by supervisors and local maintenance managers in the proper use and maintenance of respiratory equipment. All training must be documented, with a copy of such document kept on file at the facility

The following information will be covered in the training program:

1. A copy of the OSHA Respirator Protection Standard
2. A copy of this Company policy regarding respirators
3. Signs of symptoms of respiratory exposures

4. Types of airborne contaminants
5. Areas and operations requiring the use of respirators
6. Types of respirators
7. Methods for selecting respirators
8. Limitations of respirators
9. Inspection and maintenance of respirators (including hands-on exercises)
10. Qualitative fit testing

DEFINITIONS: Certain words and terminologies appear frequently in the OSHA standards, and in the material safety data sheets (MSDS). This section gives definitions for many such common terms. The meaning of these words is important in understanding how to select and use proper respiratory protection.

Aerosol - Any finely divided particulate matter that has a tendency to remain in the air. Aerosols can be solids (dusts, fumes) or liquids (mists, fogs).

Air-Purifying Respirator (APR) - Any respirator designed to filter, absorb, or otherwise remove contaminants from the surrounding atmosphere.

Air Sampling - Any process used to collect and analyze the contents of air in a given area.

Airline Respirator - A respirator designed so that air flows from a remote location (such as a compressor or air tank) through a hose, to the face piece.

Atmosphere-Supplying - Any respirator designed to receive air from a clean source, independent of the surrounding atmosphere

Canister - The filtering and/or absorbing element used in gas masks, usually resembling a large metal can with a threaded fitting on one end, and a hole for air intake in the other.

Cartridge - The filtering and/or absorbing element used in air purifying respirators. They may be short metal or plastic cylinders, and are usually threaded on one end, with a hole for air intake on the other.

Continuous Flow - Airflow design which forces a constant flow of air through the respirator face piece.

Demand Flow - Airflow design which requires a negative pressure inside the respirator face piece to open the admitting valve and allow fresh air to flow inside.

Dust - A finely divided solid produced by crushing, grinding, or abrading a material. It is not chemically different and it has the same basic properties as the original substance.

Dust Mask (Nuisance) - A mask designed to filter large particles from the air. Dust masks are not generally considered effective respiratory protection for most contaminants.

Fog - A liquid aerosol that has become concentrated enough to obscure vision.

Full Face Piece - A face piece designed to cover the entire front of the face.

Fume - A very fine, solid aerosol formed by heating metals to high temperatures. Fumes are mainly encountered when welding or cutting zinc and magnesium containing metals.

Half Face Piece - A face piece designed to cover the nose, mouth, and chin area of the wearer.

HEPA Filter - High Efficiency Particulate Air filter; used to remove very small aerosols from the air, including asbestos fibers and fumes.

Hood Respirator - A respirator designed to cover the wearer's entire head and shoulders. Air flows into the hood through a hose, and out the bottom of the hood.

Mist - A liquid aerosol.

Negative Pressure - A face piece design which allows the air inside the respirator face piece to fall below that of the atmosphere outside the face piece. If a leak develops contaminants will be drawn into the face piece.

Occupational Exposure Limit - An industry-accepted guideline for safe concentrations of an airborne contaminant. The PEL, TLV, and REL are all occupational exposure limits. The best practice is to use the lowest of the three values.

Organic Vapor - A gaseous form of matter, formed by the evaporation of an organic compound.

PAPR (Powered Air Purifying Respirator) - An air purifying respirator which uses a battery-driven fan to force air across the filter cartridges and through the user's face piece. PAPR allow easier breathing and are cooler to wear than standard APR.

PEL (Permissible Exposure Limit) - A value established by the Occupational Safety and Health Administration (OSHA). It is the maximum concentration of an airborne contaminant to which a worker may be safely exposed for an 8-hour day. The PEL is a legal, regulatory limit, not a recommendation.

Positive Pressure - A face piece design which ensures that the air pressure inside the respirator face piece is always greater than the pressure outside the face piece. This way, if a leak in the mask develops, air flows out of the face piece.

Pressure Demand Flow - Airflow design which maintains a pressure inside the face piece that is constantly greater than outside, even when the wearer is breathing heavily.

Protection Factor - A number which indicates the effectiveness of a respirator. The occupational exposure limit is multiplied by the protection factor to determine the highest concentration of a contaminant from which the respirator will protect a worker. The formula is $PF \times OEL = MUC$. (PF = Protection Factor, OEL = Occupational Exposure Limit, MUC = Maximum Use Concentration)

REL (Recommended Exposure Limit) - An occupational exposure limit published by the National Institute of Occupational Safety and Health (NIOSH). The REL is a guideline, not a legal limit.

SCBA (Self-Contained Breathing Apparatus) - Any of a variety of respirators designed to receive air and/or oxygen from compressed gas tanks carried in a harness on the back of the wearer.

STEL (Short-Term Exposure Limit) - The highest concentration of an airborne contaminant to which a worker may be exposed for 15 minutes or less.

TLV (Threshold Limit Value) - An occupational exposure limit published by the American Conference of Governmental Industrial Hygienists (ACGIH). The TLV is a guideline, not a legal limit.

SUPPLEMENT A: HOW TO PERFORM FIT TEST:

The fit test is necessary to ensure that a respirator provides the desired protection. The following text provides basic instructions for performing respirator fit tests. The fit testing should be conducted by a knowledgeable individual, capable of determining pass or fail criteria.

Fitting the Face Piece: The wearer should be shown how to put on the respirator, and adjust it properly. The tester should examine the mask to ensure that it appears to be correctly adjusted. The mask should be fairly comfortable. Straps should not be pulled too tight, causing them to dig into the skin. The respirator should allow the worker to wear any necessary safety equipment, such as hard hats, earmuffs, etc. If using a tight-fitting face piece (i.e. not using hood-type respirators) the wearer should not have any interfering facial hair, such as beards or stubble.

Positive Pressure Test (not applicable to hood respirators): The wearer should seal off the exhalation valve on the respirator, and exhale gently into the face piece. If the respirator fits properly, a slight pressure should develop in the mask, with no sign of leakage. The design of some respirators makes this test difficult.

Negative Pressure Test (not applicable to hood respirators): The wearer should seal off the cartridge inlets, inhale, and hold his breath for about 10 seconds. A vacuum should be created inside the face piece, collapsing it slightly. Air should not leak into the face piece.

Qualitative Fit Test (challenge atmosphere): The qualitative fit test places the respirator wearer in an atmosphere which contains a readily detectible contaminant. If the respirator fits properly, the wearer should not be able to detect the contaminant during the test.

The testing agent recommended is stannic chloride, the component found in ventilation smoke tubes. It is irritating and easy to detect in small concentrations. A saccharin mist may also be used. Respirators should be equipped with HEPA filter when using these agents.

Isoamyl acetate (banana oil) may also be used. Organic vapor cartridges should be used when testing with isoamyl acetate.

A. Setting Up The Test:

Select an open, well-ventilated area for the fit test. Suspend a plastic drum liner or trash bag from the ceiling, at a height that will allow a person to stand with their head and shoulders inside the liner or bag. Prepare a smoke tube by breaking off both ends, and attaching a rubber squeeze bulb to the end of the tube. Smoke should come from the open end of the tube when the bulb is squeezed. Respirator wearers should stand underneath the bag while smoke is pumped inside. Three or four puffs of smoke are usually sufficient. Stannic Chloride is an eye irritant. The eyes should remain closed during the test if the wearer is fitting a half-face respirator.

B. Exercises During Testing:

To ensure that the respirator will provide adequate protection, wearers should perform exercises that simulate work movements. The following paragraphs describe recommended exercises for fit testing.

Exercises for Tight-Fitting Face Pieces:

1. Breathe normally
2. Breathe deeply
3. Turn head from side to side
4. Look up and down
5. Shake head fairly rapidly
6. Talk, recite alphabet, or read a prepared text

Exercises for Hood Respirators:

Use the same exercises as for tight-fitting respirators, and:

1. Hold arms out in front, and move torso from side to side
2. Hold arms over head
3. Bend down and touch toes. (During this exercise the tester may have to puff additional smoke around the bottom of the hood since the wearer will likely be out of the bag.)

C. Fit Test Form:

The tester should complete the respirator fit test form, indicating the wearer's name, the size, brand, and model respirator used, test agent, name of tester, whether the wearer passed or failed the fit test, and the date. Both the tester and the respirator user

should sign the fit test form. The respirator fit test form should be filed in the employee's permanent personnel record. A copy should also be filed in the respiratory protection folder, under fit test records.

Reference 29 CFR 1910.134 Respiratory Protection

Date Filed / Revision Date	Description of Change

RESPIRATOR FIT TEST RECORD

Date:	Person Administering Test (print name):
	Signature of Person Administering Test:
Employee Number:	Employee Name: _____ Employee Signature: _____

Respirator Brand: _____

Facepiece Type: _____ **Size:** _____

Cartridge Type: _____ **TC Number:** _____

Test Agent: _____

Passed _____

Failed _____

- | | |
|---|---|
| <p>_____ Respirator not approved by FSM</p> <p>_____ Beard interfering with seal</p> <p>_____ Wrong facepiece type being used</p> <p>_____ Respirator damaged</p> <p>_____ Respirator not cleaned at end of shift</p> <p>_____ Respirator illegally modified</p> <p>_____ No inspection records available</p> | <p>_____ Employee not fit-tested for respirator</p> <p>_____ Wrong type of cartridges being used</p> <p>_____ Respirator improperly stored</p> <p>_____ Cartridges clogged or used up</p> <p>_____ Contact lens worn with respirator</p> <p>_____ APR used in IDLH atmosphere</p> |
|---|---|

1 copy to Personnel Department, 1 copy to Safety Department (Respiratory Folder)

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Safety Policy S-18 DRIVERS - PREPARED FOR WORK

SCOPE: This policy applies to all drivers for MV Transportation, Inc.

POLICY: It is the policy of this company that all drivers are professionals who come to work well rested and prepared to provide a full measure of customer service.

PROCEDURE:

The company is committed to the safety of its passengers and employees. All drivers must arrive at work on time and properly rested.

Drivers are to be licensed in the State where they have true, fixed, and permanent homes and principal residences, and to which they have the intention of returning after an absence involving an assignment.

Grooming and uniforms must be in accordance with company policy.

DOT Logs (where applicable), DOT medical card, and Driver's License must be valid and current.

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Safety Policy S-19 DRIVERS - PROVIDING FIRST AID

SCOPE: This policy applies to all drivers for MV Transportation, Inc.

POLICY: It is the policy of this Company that in the event of an injury or illness involving a passenger, a driver will contact dispatch and have them call emergency medical response providers (911). MV Drivers are not trained in emergency medical response/treatment and are not expected nor encouraged to provide such services/assistance.

PROCEDURE:

The driver will attempt to identify any persons aboard, such as a doctor, nurse, or other person trained in medical treatment/first aid, who could assist an ill or injured passenger. If there is no professional help aboard, the driver is to summon professional medical help by calling dispatch, who, in turn, will call 911 for local emergency response.

No driver is required to make physical contact with any person where there is any evidence of spilled blood or other body fluids. This issue is covered under another policy relating to Blood-Borne Pathogens.

Date Filed / Revision Date	Description of Change

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Safety Policy S-20 ENERGIZED CIRCUITS AND EQUIPMENT - SAFE WORK PRACTICES

SCOPE: This policy applies to all employees in work areas with electrical circuits or equipment operating at nominal voltages of 50 volts or more.

POLICY: It is the policy of MV Transportation, Inc. to recognize the serious hazards posed by energized electrical equipment and ensure that all employees will comply with all applicable requirements of national and local electrical codes.

Only experienced, certified electricians will be allowed to perform installation and repairs of electrical circuits and equipment. Lock-Out/Tag-Out (LO/TO) procedures as described in this manual will be used when working on energized circuits or equipment.

RESPONSIBILITY: It is the responsibility of all supervisors and employees to handle electrical equipment according to codes (national and local) as well as to use safe work practices.

PROCEDURES: The following procedures must be followed by all employees performing work on electrical circuits and equipment:

- Before any inspection or repairs are made to electrical equipment or circuits (including wall receptacles and lighting fixtures), it will be de-energized, and if necessary, locked out as described in this manual - Lockout/Tagout Procedures.
- Electrical work involving live circuits will not be performed in flammable or explosive atmospheres.
- Conductive clothing, such as jewelry and watches, will not be worn while performing electrical work unless adequately insulated.
- If work is to be performed near power lines, MV management will contact the power company to have the lines de-energized and grounded, if possible. The General Manager will also consult with facility electricians or electrical contractor.
- Unqualified employees and all equipment will be kept at least 10 feet from overhead power lines.
- When mechanical equipment is being operated near overhead power lines, employees standing on the ground will not touch the equipment.
- Portable ladders used for electrical work will not be constructed of metal, nor will they have metal strips or other conductive materials affixed to the side rails.
- No work, including the handling of power and extension cords, will be performed while the employee or his clothing is wet or damp.
- No electrical work will be performed outdoors during rainy weather.
- Adequate lighting must be in place for all work.
- Alerting techniques must be used to warn other workers in the area of any electrical hazard. Alerting techniques may be one of the following:
 - o Safety signs and tags
 - o Barricades
 - o The presence of another person acting as an attendant

ELECTRICAL EQUIPMENT AND TOOLS:

All tools and equipment which use or may come in contact with electrical currents must meet the following requirements:

- Tools and equipment will be kept in good working condition. Employees will inspect tools before each use and at the end of each shift. Defective equipment will be tagged and removed from service.
- Tools will be used consistently with their designated purpose.
- No attempt will be made to improvise insulation on tools, such as taping.

- Conductors and equipment shall be protected in accordance with their rated loads.
- Electrical cords will not be used for raising, lowering, or otherwise handling portable electric equipment.
- Proper fuse handling equipment should be used for removing and replacing fuses.
- Any ropes or lines used in electrical work must be non-conductive.

A. Splices:

- Power cords and conductors will be spliced or joined using properly designed connectors, or by soldering, brazing, or welding.
- All joints, splices, and free ends of power cords and conductors will be covered with an insulation equivalent to that of the conductor or with an insulating device suitable for the purpose.

B. Markings:

- Markings on electrical equipment will show voltage, wattage, and ratings as necessary.
- Each service, feeder, or over-current device must be legibly marked to indicate its purpose unless it is arranged so the purpose is evident.

C. Guarding:

- Live parts of electrical equipment operating at 50 volts or more will be guarded by approved cabinets or enclosures, or by locating the live parts so they are not subject to accidental contact.
- Entrances to guarded location containing live electrical parts will be marked with appropriate warning signs.

D. Grounding:

- The path to ground from circuits, equipment, and enclosures shall be permanent and continuous.
- Equipment located in wet or damp locations will be grounded.
- Equipment used in metal tanks or on metal floors will be grounded.
- A grounding electrode conductor must be used to connect both the equipment grounding conductor and the grounding electrode conductor to the grounded circuit conductor on the supply side of the system disconnecting means or over-current devices.
- Equipment and tools used in damp or wet area will be connected to circuits equipped with a Ground-Fault Interrupt system (GFI). This system will be installed and maintained by a qualified electrician.
- Double-insulated tools are exempted from grounding requirements.

E. Flexible Cords and Cables:

- Flexible cords and cables are not to be used as substitutes for fixed structural wiring where they are attached to building surfaces, concealed, or run through floors, walls, ceilings, doorways, windows, and similar openings.
- Flexible cords will be used only in continuous lengths, without splice or tap, except that hard service flexible cords No. 12 or larger may be repaired if properly
- spliced.
- Flexible cords must be connected so that strain relief is provided to prevent pull from being transmitted directly to joints or terminal screws.
- All extension cords will be UL-approved, of the three-prong grounding type, with the grounding prong intact.
- Employees will avoid kinking and excessively bending extension cords.
- The ground wire on plug adapters will not be cut and must be properly attached to wall outlet.
- No more than one plug adapter may be used on a duplex wall receptacle.

F. Work on Live Circuits:

- If work on live circuits is unavoidable, it will be performed only by a qualified, experienced electrician, and only with the approval of the General Manager. The electrician and the General Manager will determine appropriate protective measures which shall include but not be limited to the following:
 - o At least 2 people will be present during the work.
 - o Only double-insulated power tools, and insulated hand tools will be used.
 - o Work will be performed using the "one-hand rule". (The one-hand rule states that one hand will remain at the side or in the pocket, so in the event of contact with energized components, electrical current would be less likely to flow across the chest area. Current flow across the chest could result in cardiac arrest or other heart damage.)

Note: If two hands are necessary, certified lineman's gloves will be worn.

INSPECTIONS: The General Manager will inspect electrical circuits and apparatus each month during general safety audits.

NOTE: ALL RECEPTACLES WILL BE TESTED FOR REVERSE POLARITY.

Division supervisors and employees are responsible for examining tools and apparatus for defects in their work area. Such defects should include, but not be limited to, missing covers, frayed insulation, loose connections, burning smells, crackling noises, etc. Any problems should be reported to the Facility Manager for immediate correction.

Reference OSHA 29CFR 1910.301-308 and 29CFR 1910.331-335.

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-21 FACILITY EMERGENCY ACTION PLAN

SCOPE: This policy affects all MV Transportation, Inc. Divisions.

POLICY: It is the policy of this Company that each MV facility (Division) develops and implements a written Emergency Action Plan. This plan must address, at a minimum, the elements specified in the Minimum Requirements for Emergency Action Plans.

RESPONSIBILITY: All General Managers are required to develop, maintain, update and provide necessary training to ensure employees are aware of various life threatening situations, and know appropriate procedures to be followed during an emergency event. The Safety Department and the Area Safety Directors are available to assist as needed.

MINIMUM REQUIREMENTS FOR EMERGENCY ACTION PLANS:

Emergency Action Plans used by MV Transportation, Inc. (MVT) facilities must include the following elements:

- Persons responsible for implementing and updating the plan.
- Methods of notifying employees of emergency situation.
- Map of facility, clearly indicating exits.
- Methods to be used for marking exits.
- Requirements for keeping exits clear.
- Methods and routes of evacuation.
- Any codes used to identify specific events.
- Phone numbers for local police, fire and medical services.
- Phone numbers for any Facility Emergency Action personnel.
- Employee training and drills.
- Posting requirements.
- Inspection procedures.

Placement of buses/vehicles for security and safety.

Specific actions for dealing with the following emergencies/contingencies:

- Severe weather
- Bomb threats
- Fire and explosion
- Flooding
- Sabotage
- Snipers or shooters
- Procedures for plant shutdowns
- Hurricanes and tornadoes
- Civil strife
- Earthquakes
- Heighten security levels

A. General Requirements:

The Facility Emergency Action Plan is a written program addressing all the elements listed above. The plan should be simple and direct, using uniform emergency procedures (i.e.: evacuations). Emergency drills must be performed at least annually.

The emergency action plan needs to address the specific actions your location will take if an emergency occurs. Management and supervisory employees should be aware of any specific actions they or other designated employees are to take during the emergency. General Managers need to ensure all Division employees are knowledgeable/trained with the contents of the plan and the specific actions required from them in case of emergency. General Managers must provide an updated copy of the plan to their respective VP of Safety.

The VP of Safety and the Area Safety Directors are available to assist General Managers in drafting their Division's Emergency Action Plan.

EMERGENCY ACTION PLAN TEMPLATE:

The following is the template for MVT facilities' Emergency Action Plans. This template provides minimum requirements and can be modified to meet local requirements and/or operating environment.

Persons Responsible for Plan Implementation:

General Manager: The Facility Manager is responsible for maintaining and updating the plan. The General Manager must approve all revisions or changes to procedures specified in the written plan. This individual is responsible for ensuring that emergency equipment remains accessible, and is in good working order. The General Manager is also responsible for scheduling drills and employee training sessions. Training must be documented.

General Managers are responsible for the following:

- Inspecting and maintaining emergency equipment located in their respective areas.
- Ensure that all employees receive the necessary training and information specified under this plan.
- Properly maintain any signs, bulletin boards, posters, or other information posted in their area.
- Ensure the orderly evacuation or relocation of their employees during emergencies and drills.
- Document all training and retain such documentation in the Division's training file.

Employees: Division employees are responsible for attending scheduled training sessions, familiarizing themselves with the location of exits, understanding the facility's emergency notification systems, and following the instructions of this plan and their supervisors.

TEMPLATE / FORMAT

A. Facility Notification System:

The MV Transportation, Inc. facility located at _____ is equipped with a system of fire alarms. These alarms include smoke detectors and employee-activated alarms. Hearing any of these alarms indicates that an emergency situation has occurred somewhere in the facility. Instructions for appropriate action will be issued by management/dispatch. If instructions are not received immediately, employees should report to the parking lot or other designated safe location, and remain there until dismissed by their supervisors. Management is responsible to assure all employees are accounted for and out of the building.

The MV Transportation, Inc. facility located at _____ is also equipped with a facility-wide public address system. In the event of an emergency, instructions will be issued over the PA system, stating the nature of the emergency, and the appropriate action to be taken.

B. Facility Map:

A map of this facility (Appendix A), clearly identifying emergency exits, alarms, and equipment is posted on bulletin boards. Maps must be posted in all employee common areas and dorm rooms.

C. Marking of Exits:

All emergency exits at MV facilities shall be clearly marked; using illuminating signs (where applicable) marked "EXIT", in letters at least 6 inches high.

Doors that do not lead to exits, but might be mistaken as such shall be clearly marked "NOT AN EXIT."

D. Emergency Exits Requirements:

- MV facilities must be equipped with a sufficient number of exits to allow the rapid and orderly evacuation of all personnel.
- Emergency Exits and the approach to Exits must be kept clear at all times.
- Emergency Exits doors must remain unlocked at all times during hours of operations or while employees are present. They are to be unobstructed at all times.
- All Emergency Exits must discharge to a street or other open space (parking lot, etc) that gives ready access to a public way.
- Emergency Exits doors serving 50 or more people must swing in the direction of exit travel.
- In hazardous areas, or where there is a chance that one Emergency Exit may become blocked by fire or smoke, at least two separate and remote Emergency Exits must be in place.
- Doors to any employee work area must be designated so that workers cannot be locked inside a room at any time.

E. Methods and Routes of Evacuation:

- Evacuation involves removing employees or customers from the facility/building. It is used when conditions inside the facility buildings become threatening to the life, health and/or safety of occupants, such as in the instance of fires and explosions.
- Relocation involves moving employees from one facility to another. It is used in the event of external threats, such as severe weather, civil disorder or security contingency.
- Management should identify where to go when an emergency requires the evacuation of the facility or relocation to an alternate facility. Facility Evacuation Routes and Relocation Maps directing employees to the designated alternate location should be part of the written emergency plan (App. C & D). Management needs to identify essential equipment or supplies needed at the alternate site.
- The emergency action plan shall also include details on who (managers, supervisors, etc.) will perform specific duties, such as ensuring customers and employees receive instructions on how to safely exit the building.
- MV managers may initiate either employee evacuation or relocation in an emergency. When an evacuation or relocation order is issued, employees and customers will be instructed where to go. Employees should report to this location and remain there until further instructions by their manager or other competent authority. Supervisors must account for all members of their work crews.

F. Phone Numbers for Fire, Police and Medical Services:

The following numbers are provided for use in emergencies and must be posted for employees to see (Appendix E):

POLICE: _____

FIRE: _____

MEDICAL AID: _____

BUILDING SECURITY: _____

BUILDING MANAGER: _____

GENERAL MANAGER: _____

G. Employee Training and Drills:

All MV employees will receive initial training in the implementation of this Emergency Action Plan. Training will cover the contents of the plan and its required actions. Such training will be scheduled by the General Manager and documented at time of hire.

Subsequent training and drills will be performed and documented at least annually to ensure that employees remain familiar with the information in the emergency action plan, and proper evacuation and relocation procedures.

H. Posting Requirements:

Emergency exit information and emergency reporting information must be placed in a visible location in each work area. A copy of the Emergency Action Plan and the facility map should be located in an area where employees

congregate – near general bulletin board and time clock.

I. Inspection Procedures:

The General Manager will review the condition of the facility's emergency action preparedness program twice per year as part of a general safety audit. He will also perform random inspections as appropriate.

General Managers are responsible for ensuring the emergency equipment, posters, and information in their work area is kept in good condition and up-to-date. They will also ensure that all employed in their work crews receive appropriate training and orientation in the emergency action plan.

J. Facility Access Control:

Each facility must have designated procedures to control access to the facility. Facility access needs to be allowed or restricted as needed (i.e.: increased terror alert levels may dictate restricted access to the facility). Special consideration / regular inspection needs to be given to the following:

- Perimeter security fences
- Access gates/doors
- Employee-only areas
- Bus/vehicle holding lots
- Exterior/interior security cameras and lighting systems
- Vendor access procedures

K. Bomb Threats:

- Employees will receive training on bomb threat procedures. A copy of the telephone bomb threat checklist is attached (Appendix B).
- All bomb threats must be promptly reported via the MV Event Notification procedures.

L. Unattended Baggage/Packages:

All employees must be encouraged to maintain a high degree of awareness for unattended bags or packages, particularly if they appear out of place or hidden. If it looks out of place, question it and notify management or local law enforcement authorities / security personnel (as appropriate). Employees will receive training on unattended baggage and package procedures.

M. Suspicious Individuals Or Activity:

All employees must be encouraged to maintain a high degree of awareness of their surroundings and working environment, and to take note of suspicious individuals or activities. Employees will receive training on suspicious individuals or activities procedures.

N. Fire and Explosion:

In case of a fire or explosion, the following procedure should be used:

- Immediately trigger the fire alarm and contact management. Inform them of the location, size and status of the blaze. Managers will notify the fire department of the problem and dispatch additional personnel to assist in controlling the fire (as safety allows).
- Attempt to control the fire with the appropriate extinguisher, if this can be done safely. (implies mandatory fire extinguisher training annually)
- Wait for further instructions from management.
- Should evacuation or relocation be necessary:
- Shut down operations in the work area if these can be done safely.
- Report to the location specified in the PA announcement, or as directed by the facility manager.
- Remain at that location until instructed to go elsewhere.

O. Chemical Spills/Fuel Leaks:

On-site personnel will handle surface spills with absorbent. Immediately contact the Maintenance Department and your Area Safety Director if a spill cannot be handled by onsite personnel or if the spill impacts soil or waterway conveyance.

P. Flooding:

Flooding does not typically occur without warning. Some time for preparation is usually possible. The General Manager will determine the appropriate action to be taken in specific instances of flooding. Consideration should be given to facility shutdown procedures, protection of assets and individuals from flooding, employee parking access and electrical and fire hazards involved.

Q. Hurricanes, Tornadoes and Other Severe Weather:

Hurricanes and tornadoes involve damaging high winds, with possible lightening, rain, and hail damage. Hurricanes occur primarily off the Gulf and East coasts. Tornadoes can occur in any location, although they are most likely in the South and Midwest. Advance notice is usually given of hurricanes, but tornadoes can strike without warning.

- Hurricanes - The General Manager will develop and implement site-specific facility shutdown and hurricane preparation procedures for each facility subject to hurricanes. Guidelines are available from local government emergency preparedness units and from the MV Safety Department.

Facilities located in hurricane-prone areas need to strongly consider purchasing supplies that can be used to secure and protect their building prior to the onset of hurricane season (typically August through December). The supplies would include items such as plywood (window/doors protection), plastic sheeting, duct tape, sand-bags, etc. These supplies need to be stored onsite for ready use when needed.

- Tornadoes and Other Severe Weather - A tornado or severe weather warning will be issued over the PA system. Specific instructions will also be given at this time.

DO NOT GO OUTSIDE to look at tornadoes!

In the event of a tornado, all employees should move to center rooms and corridors, away from windows, skylights, and other areas where there is potential for flying glass. Employees should remain in this area until the all clear is given.

R. Earthquakes:

Earthquakes are most prevalent on the West Coast, although they may occur almost anywhere. Buildings in areas prone to earthquakes should have appropriate design features, and additional steps should be implemented to prevent shifting and falling of flammable materials

containers, compressed gas cylinders, equipment lifts, etc. The General Manager of such Divisions should prepare site-specific procedures for dealing with earthquakes.

S. Civil Strife:

Civil strife may result from a variety of sources, including demonstrations and strikes. The General Manager and other management personnel will work together to issue case-specific instructions for employed facing such situations. If incidents occur spontaneously on company property, they must be reported to corporate management immediately via the MV Event Notification protocols. All employees are expected to cooperate fully with management and law enforcement agencies during such events.

T. Sabotage:

Any incident of sabotage which results in fire, injuries or other emergency situations will be dealt with as a standard emergency as previously described, except that the following additional procedures will be followed:

- The area or item suspected of being sabotaged will not be disturbed until facility security, law enforcement and/or the facility managers have had the opportunity to inspect it.
- Incidents of suspected sabotage must be reported immediately to the General Manager. The GM will call police as appropriate.
- Employees involved in the incident will remain in the area until dismissed by facility management, unless it is unsafe to do so.

U. Procedures for Facility Shutdown:

Each facility must have written facility shutdown procedures. This procedure should include the following elements:

- Operation/department shutdown priorities.
- Turning off burners and other gas-operated equipment.
- De-energizing electrical equipment or circuits.
- Shutdown of fuel pumps / underground fuel tanks
- Storage of tools and equipment.
- Inventory procedures for shutdowns.
- Planned and unplanned shutdowns.
- Personnel responsibilities during shutdowns.
- Restoring operations.

Appendices:

A. Facility Map

B. Bomb Threat Checklist

C. Directions and Map to Evacuation Site

D. Directions and Map to Relocation Site

E. List of Emergency Phone Numbers

Date Filed / Revision Date	Description of Change

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Safety Policy S-22 FLAMMABLE/COMBUSTIBLE LIQUIDS - HANDLING AND STORAGE

SCOPE: The guidelines contained in this section apply to all MV Transportation, Inc. facilities. The term "liquid", when used in this section refers to a flammable or combustible liquid.

PURPOSE: The objective of this policy is to establish procedures for the handling and storage of flammable materials that will prevent employee injury and damage to property.

POLICY: It is the policy of MV Transportation, Inc. that all employees will comply with proper storage and handling procedures for flammable and combustible materials, as described by the Occupational Safety and Health Administration (OSHA) and the Uniform Fire Code. MV Transportation, Inc. facilities will also comply with any additional requirements of local fire codes.

PROCEDURES: Many of the flammable materials used at MV facilities are stored in portable containers, or transferred to portable containers for use. Portable containers include glass bottles or jars, metal or approved plastic containers, safety cans, metal drums, approved portable tanks, and polyethylene containers. The classification of a liquid and the type of container will determine the maximum quantity of liquid permitted. Table 1 below lists the maximum quantities for various types of containers.

A. Labeling of Portable Containers:

All portable containers will be clearly labeled according to regulations. No other material shall be placed in the container, except that for which it is labeled.

B. Transferring Class I Liquids to and from Portable Containers:

Containers used for dispensing Class I flammable liquids shall be properly grounded. When transferring a liquid, both the dispenser and receiver should be bonded. When pouring a liquid from a portable container into a smaller container, they should be bonded. (An example would be pouring thinner from a safety can into a smaller can of paint.) Proper bonding and grounding minimizes the possibility of sparking produced by static electricity. Bonding and grounding can be accomplished by using alligator clips attached with a copper wire. The alligator clips are then attached to the containers to form a bond or ground.

C. Inspecting Portable Containers:

Portable containers should be inspected regularly to ensure that they remain in good working order. The facility manager will document the conditions of portable containers during periodic inspections.

Maintenance Center managers should perform frequent spot inspections. Employees should routinely examine containers before use. A general inspection should include the following items:

- Make sure all caps and bungs are in place.
- Examine the containers for holes, cracks, chips, and corrosion.
- Examine plastic and polyethylene containers for signs of softening and other degradation.
- Ensure that smaller portable containers are properly grounded both at the container and the grounding point.
- Ensure that smaller portable containers are equipped with jumpers for bonding.
- Examine all vents and pressure relief devices.
- Ensure that containers are properly labeled.

CONTAINER TYPE	FLAMMABLE LIQUIDS				
	Class 1A	Class 1B	Class 1C	Class II	Class III
Glass or approved plastic	1 pt	1 qt	1 gal	1 gal	1 gal
Metal (other than DOT drums)	1 gal	5 gal	5 gal	5 gal	5 gal
Safety cans	2 gal	5 gal	5 gal	5 gal	5 gal
Metal drums (DOT Spec)	60 gal	60 gal	60 gal	60 gal	60 gal
Approved portable tanks	660 gal	660 gal	660 gal	660 gal	660 gal

TABLE 1. CAPACITIES FOR PORTABLE CONTAINERS AND TANKS (from Table H-12, OSHA 1910.106)

D. Inspecting Safety Cans:

Safety cans are the recommended method of transferring small quantities of flammable materials. Safety cans may not have a capacity of more than 5 gallons. They are equipped with flame arresters inside the spouts, self-closing lids, bonding points and jumpers. There are a few points to consider when inspecting safety cans. In addition to the points given above, the following additional items should be included:

- Ensure that flame arresters are in the spouts
- Check gaskets around spouts; when the can is tipped, no more than a few drops of liquid should leak out
- Ensure that self-closing lids work properly

CONTAINER AND PORTABLE TANK STORAGE INSIDE FACILITIES:

Several general rules should be observed when storing flammable and combustible materials inside buildings. MV facilities do not currently utilize indoor storage tanks that exceed 660-gallon capacities. Should larger tanks be installed in a facility, additional considerations in Section 79 of the Uniform Fire Code and OSHA 1910-106 must be addressed.

General rules for storage and use of flammable and combustible containers and tanks include:

- Class I liquids may not be used in areas where traveling vapor may contact open flames or other ignition sources.
- All containers should be kept closed when not in use.
- Only empty containers previously used for storing flammable or combustible materials, shall be treated the same as flammable material containers. Only when containers have been thoroughly cleaned and certified

as free from explosive vapors, may the containers be treated as normal, empty vessels.

- Class I, II, or III-A liquids, including waste materials, may not be stored near exits, stairways, or any other location that could interfere with egress.
- Shelving used to store containers must be of substantial construction, adequately braced and anchored. Shelves should have a lip to prevent individual containers from easily sliding off.
- Class I-A liquids may not be stored in basements.

A. Storage in Open Areas:

Flammable and combustible materials must be stored in fireproof cabinets or specially designed storage rooms. Portable containers may be used to transfer flammable materials. Quantities should be kept to the minimum amount necessary. For spray-finishing operations, quantities of flammable materials remaining outside cabinets or storage rooms are limited to the quantity of materials required for a single day's operation.

B. Storage in Cabinets:

No more than 60 gallons of a Class I or II liquid, and no more than 120 gallons of a Class III liquid may be stored inside cabinets. Storage cabinets for flammable and combustible materials must meet the following requirements:

- Equipped with self-closing, tight-fitting doors
- Labeled in conspicuous letter, "Flammable - Keep Fire Away"

C. Metal Cabinets:

- Constructed of at least 18 gauge sheet metal
- Double-walled (including doors) with at least 1-1/2 inch air space
- Doors equipped with three-point locks
- Constructed with at least a 2" sill at the bottom of the cabinet

D. Wooden Cabinets:

- Constructed of at least 1" plywood
- Shall not break down or delaminate in a fire
- All joints rabbeted and fastened in two directions with flathead wood screws
- Double doors (if so designed) shall have a rabbeted overlap of at least 1"
- Hinges mounted in such a manner that they will not dislodge or loosen during a fire

E. Inside Storage Rooms:

Large quantities of flammable materials should be stored in rooms specially designed for the storage of flammable materials. A flammable materials storage room should have the following design features:

- Appropriately designed and installed sprinkler system. Openings to other rooms equipped with a liquid-tight sill or ramp at least 4" high; in lieu of a sill or ramp, the floor may be recessed at least 4", or open-grated trenches draining to a safe location may be used.
- Shelves, racks, dunnage, scuffing, and floor overlays shall be constructed of at least 1" wood.
- In rooms where Class I liquids are stored, electrical wiring, motors, and vent fans shall be approved for use in Class I, Division II Hazardous Locations; wiring and components for Class II and III areas must be approved for general use.
- Ventilation systems must provide a complete change of room air six times per hour.
- Ventilation switches must be installed outside the storage room; if Class I materials are stored inside the room, a pilot light must be installed adjacent to the ventilation switch.
- Each storage room must have at least one clear aisle, at least 3 feet wide.
- Containers over 30 gallons may not be stacked on top of each other.
- Dispensing shall be approved pump or self-closing faucet only.
- Where Class I liquids are dispensed, drip pans equipped with spark arresters should be placed underneath dispensers; they should be checked and emptied regularly.

In addition to these design features, the quantity of material that is permitted in a storage room is limited, based upon the classification of the liquid, and the type of fire protection provided.

Table 2 lists the maximum quantities of flammable materials allowed in a storage room:

Fire Protection Provided	Fire Resistance	Maximum Size	Total Allowable Quantities (gals/sq. ft of floor area)
Yes	2 hours	500 square ft.	10
No	2 hours	500 square ft.	4
Yes	1 hour	150 square ft.	5
No	1 hour	150 square ft.	2

Table 2. STORAGE IN INSIDE ROOMS

DEFINITIONS: Certain terms appear frequently during the discussion of flammable and combustible materials. Particularly when working with materials of these natures, it is critical to understand the meanings of these terms. The following definitions are offered to help in understanding this section, and the applicable laws and regulations related to flammable and combustible materials.

Approved - Listed by Underwriters Laboratories or approved by Factory Mutual Engineering Corp.

Combustible Liquid - any liquid with a flash point at or above 100° F.

Container - a vessel designed to contain a liquid, including, but not limited to, a can, barrel, drum, bucket, or pail.

Flammable Liquid - any liquid with a flash point below 100° F.

Flash Point - the lowest temperature at which a liquid gives off enough vapors within a test vessel to form an ignitable mixture.

Portable Tank - any closed vessel with a liquid capacity greater than 60 gallons, not intended for fixed installation.

Safety Can - an approved container that holds no more than 5 gallons and has a spring-closing lid and spout cover designed to relieve internal pressure when exposed to fire.

Liquid Class	Flash Point	Boiling Point
* 1A	<73° F	100° F
* 1B	<73° F	>=100° F
* 1C	73° F - 100° F	NA
II	100° F - 140° F	NA
IIIA	140° F - 200° F	NA
IIIB	200° F	NA

*Some common examples of Class I liquids include gasoline, isopropyl alcohol, and some paint thinners. Kerosene, some heating oils, and diesel fuels are examples of Class II liquids. Motor oils, transmission fluid, and similar combustible substances which will burn, but do not do so readily, are examples of Class III liquids.

Date Filed / Revision Date	Description of Change

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Safety Policy S-23 OSHA RECORD-KEEPING REQUIREMENTS FOR INJURY AND ILLNESS

SCOPE: The requirements of this section apply to all employees and all incidents in the workplace which are OSHA reportable injuries or illnesses.

PURPOSE: The objective of this policy is to designate reporting at MV Transportation, Inc. to establish uniform guidelines to administer the reporting and record-keeping requirements of OSHA.

POLICY: It is the policy of MV Transportation, Inc. to comply with OSHA record-keeping requirements.

RESPONSIBILITIES:

Every General Manager will designate a responsible individual to maintain the required OSHA records (OSHA Form 300A & OSHA Form 101 or equivalent) for the Division. The General Manager is responsible for certifying and posting the OSHA Form 300 from February 1 to April 1 of each year as outlined in Posting Requirements of this section.

A. OSHA Form 300:

The Log and Summary, or the OSHA Form 300 and 300A, are a convenient means of recording injuries and illnesses and for noting the extent and final outcome of each case. All entries to the log must be made within six (6) working days after the receipt of information that a recordable injury or illness has occurred, however, not every injury or illness in the workplace is recordable. The log shows when the occupational injury or

illness occurred, to whom, the regular job of the injured or ill person at the time of injury or illness, how much time is lost, whether the case resulted in a fatality, etc. The log consists of three parts; a descriptive section which identifies the employee and briefly describes the injury or illness; a section covering the extent of the injuries; and a section covering the extent of illnesses. At the end of the calendar year, the section to the right of the dotted vertical line is used to summarize the injuries and illnesses for the preceding year. OSHA 300/300A Forms are available at the local Department of Labor Office or they can be ordered from Standard Register.

Determination of OSHA-recordable cases:

After every injury the records custodian will determine whether the case is OSHA-recordable. To determine if a case is recordable the following factors must be considered:

- Was there a death, illness, or injury?
- Was the injury or illness work related; that is, was the injury or illness a result from an event or exposure in the work environment;
- If the case is an illness, record it and check the appropriate illness category on the log; or
- If the case is an injury, decide if it is recordable.

Any of the following events, if they occur in the workplace, must be recorded on the OSHA Form 300/300A:

- Death
- Medical treatment (not just First Aid) – see definitions below
- Loss of consciousness
- Restriction of work or motion

□ Transfer to another job because of the injury

B. Supplementary Form (MV Report of Injury) For every recordable injury or illness entered on the OSHA 300/300A log, it is necessary to record additional information on the MV Report of Injury Form for supplementary information:

Every state in which MV Transportation operates requires a state notification form generally known as the Employers First Report of Accident, and since the form used by each state contains all of the items as required on the OSHA 1010 (a

supplementary OSHA report) MV Transportation will use the Workman's Compensation Form in lieu of the OSHA 101 to prevent duplicate reporting. The Supplementary Form must be completed within six (6) working days after the manager has received information that any injury or illness has occurred.

LOCATION AND MAINTENANCE OF RECORDS:

The General Manager are required to maintain the two forms (the Form 300 and the supplementary 300A) at each location/division.

A. Posting Requirements:

From February 1st to April 1st of each year the Facility Manager will cause to be posted in the work place where all employees can review, a copy of the year's totals as defined on the right side of the vertical line on the OSHA Form 300A. The General Manager is responsible to assure that the totals are correct. The General Manager will have to sign and certify that the totals are true.

During every year, the records should be filed in a special folder labeled "OSHA Form 300/300A, 20__". If a MV Division has no recordable injuries or illness during the year, zeros should be placed on the line titled "total" and the form posted as required.

B. Record Retention and Access:

All record-keeping forms must be retained for five (5) years after the end of the calendar year for which they relate. If the outcome of a case changes after the calendar year for which the injury or illness occurs, the changes should be made to the original Form 300. All record-keeping forms, both current and retained, must be made available for inspection and copying by the representative of state or federal OSHA.

REPORTING TO OSHA OF FATALITY OR INCIDENTS INVOLVING MULTIPLE HOSPITALIZATIONS:

In cases of incident resulting in one (1) or more fatalities or hospitalizations of three (3) or more employees at one time, the General Manager of the Division shall immediately notify the following personnel:

- Regional Vice President
- Area Safety Director
- VP of Safety,
- Make immediate notification of the incident via the MV Serious Event Notification System

These incidents must also be reported directly to the local OSHA area offices within 8 hours after the occurrence of the incident.

In these cases, these notifications shall be made ONLY by the Sr. VP of Safety or, in his absence, the VP of Safety, after coordination with the Company's Legal, Risk Management, and Human Resources Departments.

The report can be made either orally (by telephone) or in writing to the OSHA Area Director. In those states with approved safety and health plans, the report must be made to the state agency which has the enforcement responsibilities.

OSHA POSTER: A copy of the OSHA poster (OSHA 2203 or the combination poster from Human Resources) informing employees of their rights and responsibilities must be posted in a prominent location at each MV facility. A copy of the OSHA poster is available at local Department of Labor offices, or may be ordered from Lawson/Portal. Additional information regarding record-keeping can be obtained from the back of the OSHA 300 or the U.S. Department of Labor Publication entitled "A Brief Guide to Record-Keeping Requirements for Occupational Injuries and Illnesses". A copy of this publication is available at the local Department of Labor OSHA offices or the Government Printing offices.

DEFINITIONS:

Certification: The person who supervises the preparation of the Log and Summary of Occupational Injuries and Illnesses certifies that it is true and complete by signing the 1st page or by appending a statement to that effect to the annual summary.

Exposure: The reasonable likelihood that a worker is or was subject to some effect, influence, or safety hazard; or was in contact with a hazardous chemical or physical agent at a sufficient concentration and duration to produce an illness.

First aid: Any one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care. Such treatment and observation are considered first aid even though provided by physician or registered professional personnel. See list of First Aid actions below.

First report of injury: A worker's compensation form which may qualify as a substitute for the supplementary record, OSHA No. 101.

Log and Summary (OSHA No. 300/300A): The OSHA record-keeping forms used to list injuries and illnesses and to note the extent of each case.

Lost workday cases: Cases which involve days away from work or days of restricted work activity or both.

Lost workdays: The number of workdays (consecutive or not) beyond the day of injury or onset of illness that the employee was away from work or limited to restricted work activity because of an occupational injury or illness.

- a. Lost workdays - away from work. The number of workdays (consecutive or not) on which the employee would have worked but could not because of occupational injury or illness.
- b. Lost workdays - restricted work activity. The number of workdays (consecutive or not) on which, because of injury or illness: (1) the employee was assigned to another job on a temporary basis; or (2) the employee worked at a permanent job less than full time; or (3) the employee worked at a permanently assigned job but could not perform all duties normally connected with it.

NOTE: The number of days away from work or days of restricted work activity does not include the day of injury or onset of illness or any days on which the employee was not regularly scheduled to work even though able to work.

Medical Treatment: Includes treatment of injuries administered by physicians, registered professional personnel, or lay persons (i.e., non-medical personnel). Medical treatment does not include first aid treatment (one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care) even though provided by physician or registered professional personnel. See list of Medical Treatment actions below.

Occupational Illness: Any abnormal condition or disorder, other than one resulting from an occupational injury, caused by exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases which may be caused by inhalation, absorption, ingestion, or direct contact. The following categories should be used to classify recordable occupational illnesses on the log in the columns indicated:

a. Column 7d. Poisoning (systemic effects of toxic materials):

Examples: Poisoning by lead, mercury, cadmium, arsenic, or other metals; poisoning by carbon monoxide, hydrogen sulfide, or other gases; poisoning by benzol, carbon tetrachloride, or other organic solvents; poisoning by insecticide sprays such as parathion, lead/arsenate; poisoning by other chemicals such as formaldehyde, plastics and resins, etc.

b. Column 7e. Disorder due to physical agents (other than toxic materials):

Examples: Heatstroke, sunstroke, heat exhaustion, and other effects of environmental heat; freezing, frostbite, and effects of exposure to low temperatures; effects of ionizing radiation (isotopes, X-Rays, radium); effects of non-ionizing radiation (welding flash, ultra-violet rays, microwaves, sunburn); etc.

c. Column 7f. Disorder associated with repeated trauma:

Examples: Noise-induced hearing loss; synovitis, tenosynovitis, and bursitis; raynaud's phenomena; and other conditions due to repeated motion, vibration, or pressure.

d. Column 7g. All other occupational illnesses:

Examples: Anthrax, brucellosis, infectious hepatitis, malignant and benign tumors, food poisoning, histoplasmosis, coccidioidomycosis, etc.

Occupational Injury: Any injury such as a cut, fracture, sprain, amputation, etc. which results from a work accident or from a single instantaneous exposure in the work environment.

- NOTE: Conditions resulting from animal bites, such as insect or snake bites, and from one-time exposure to chemicals are considered to be injuries.

Posting: The annual summary of occupational injuries and illnesses must be posted at each establishment by February 1 and remain in place until April 1 to provide employees with the record of their establishment's injury and illness experience for the previous calendar year. (Names of employees are not shown, only statistics.)

Recordable Cases: All work-related deaths and illnesses, and those work-related injuries which result in the following:

- loss of consciousness,
- restriction of work or motion,
- transfer to another job, or
- require medical treatment beyond first aid (see below).

Restriction of work or motion: Occurs when the employee, because of the result of a job-related injury or illness, is physically or mentally unable to perform all or any part of his or her normal assignment during all or any part of the workday.

Supplementary Record (OSHA no. 101): The form (or equivalent) on which additional information is recorded for each injury and illness entered on the log (MV Report of Injury).

Work Environment: Consists of the employer's premises and other locations where employees are engaged in work-related activities or are present as a condition of their employment. The work environment includes not only physical locations, but also the equipment or materials used by the employee during the course of his or her work, such as buses/vehicles.

MEDICAL TREATMENT:

The following actions are generally considered medical treatment. Work-related injuries for which this type of treatment was provided or should have been provided are almost always recordable:

1. Treatment of INFECTION;
2. Application of ANTISEPTICS during second or subsequent visit to medical personnel;
3. Treatment of SECOND OR THIRD DEGREE BURN(S);
4. Application of SUTURES (stitches);
5. Application of BUTTERFLY ADHESIVE DRESSING(S) or STERI-STRIP(S) in lieu of sutures;
6. Removal of FOREIGN BODIES EMBEDDED IN EYE;
7. Removal of FOREIGN BODIES FROM WOUND: if procedure is COMPLICATED because of depth of embedment, size, or location;
8. Use of PRESCRIPTION MEDICATIONS (except a single dose administered on first visit for minor injury or discomfort);
9. Use of hot or cold SOAKING THERAPY during second or subsequent visit to medical personnel;
10. Application of hot or cold COMPRESS(ES) during second or subsequent visit to medical personnel;
11. CUTTING AWAY DEAD SKIN (surgical debridement);

12. Application of HEAT THERAPY during second or subsequent visit to medical personnel;
13. Use of WHIRLPOOL BATH THERAPY during second or subsequent visit to medical personnel;
14. POSITIVE X-RAY DIAGNOSIS (fractures, broken bones, etc.);
15. ADMISSION TO A HOSPITAL or equivalent medical facility FOR TREATMENT.

FIRST AID TREATMENT:

The following are generally considered first aid treatment (e.g., one-time treatment and subsequent observation of minor injuries) and should not be recorded on the OSHA 300/300A Log and Summary (but MUST be reported to the Risk Management Department) if the work-related injury does not involve loss of consciousness, restriction of work or motion, or transfer to another job:

1. Application of ANTISEPTICS during first visit to medical personnel;
2. Treatment of FIRST DEGREE BURN(S);
3. Application of BANDAGE(S) during any visit to medical personnel;
4. Use of ELASTIC BANDAGE(S) during first visit to medical personnel;
5. Removal of FOREIGN BODIES NOT EMBEDDED IN EYE if only irrigation is required;
6. Removal of FOREIGN BODIES FROM WOUND; if procedure is UNCOMPLICATED, and performed, for example, by tweezers or other simple technique;
7. Use of NONPRESCRIPTION MEDICATIONS and administration of single doses of PRESCRIPTION MEDICATION on first visit for minor injury discomfort;
8. SOAKING THERAPY on initial visit to medical personnel or removal of bandages by SOAKING;
9. Application of hot or cold COMPRESS(ES) during first visit to medical personnel;
10. Application of OINTMENTS to abrasions to prevent drying or cracking;
11. Application of HEAT THERAPY during first visit to medical personnel;
12. Use of WHIRLPOOL BATH THERAPY during first visit to medical personnel;
13. NEGATIVE X-RAY DIAGNOSTICS;
14. OBSERVATION of injury during visit to medical personnel;

NOTE: Administration of TETANUS SHOT(S) or booster(s) by themselves, are not considered medical treatment. However, these shots are often given in conjunction with more serious injuries, making them recordable for other reasons.

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-24 OSHA INSPECTIONS - VOLUNTARY AND REGULATION ENFORCEMENT

SCOPE: This policy applies to all employees and facilities of MV Transportation, Inc.

POLICY: It is the policy of MV Transportation, Inc. to comply with pertinent OSHA regulations and to cooperate with authorized inspections consistent with federal and state law.

RESPONSIBILITY:

The Division General Manager is responsible for interacting with compliance officers and report any visit to the VP of Safety and the Sr. VP Safety immediately upon being notified of the compliance officer's presence on the premises.

The General Managers must be acquainted with the procedures described in this Safety Manual as well as pertinent OSHA Regulations.

The staff of the Safety Dept will provide assistance to General Managers in safety-related matters.

No employee is authorized to issue a written statement to any safety inspector setting forth the Company's position on any safety-related matter without the prior approval of the Company Legal Department and the Sr. VP of Safety.

PROCEDURES: There are two types of inspections generally undertaken by OSHA:

1. The Complaint Inspection. The OSHA office has received a complaint about a specific unsafe practice and an inspector is dispatched to investigate that matter and other compliance issues.
2. The General Schedule Inspection. This type is undertaken as part of a regular systematic program of inspections of a specific industry. (Greyhound is not in the manufacturing or chemical industries so is not high on the list of businesses to be inspected under this program.)

A Division is much more likely to experience a Complaint Inspection.

The General Manager will ascertain which type of investigation is being conducted and then follow the appropriate procedures set forth below.

Inspectors (compliance officers) usually arrive at facilities during regular business hours. Compliance officers must present their credentials to the highest Company official available on premises. U.S. Department of Labor credentials will include their photograph and serial number. Compliance officers must explain the nature, purpose and scope of the inspection, indicate the records and employees they wish to see, disrupt normal operations as little as possible, and confer with management on the results. The inspector should be asked if he or she has a warrant. It is not necessary and they probably do not.

No advance notice is usually given by inspectors. It is normally proper to allow an inspector to enter Company facilities at reasonable times. The inspector may take the time necessary to inspect all pertinent conditions and equipment, question management and any employee privately, take photographs and review records. The compliance officer will make notes of violations or apparent violations.

Representatives of both the Company and employees are authorized to accompany the compliance officer, but the compliance officer is in charge of the inspection and

questioning. He may deny the right of accompaniment to anyone who interferes with the investigation.

A supervisor or manager shall always accompany the inspector throughout the inspection tour and make/take appropriate notes & photographs to match those of the inspector. NOTE: Always try to make on the spot corrections of deficiencies noted by the inspector.

The inspector should be treated with courtesy and be shown to the area(s) in question without detours to other areas.

The inspector can be expected to confer with the General Manager before and after any inspection. The General Manager shall always request these conferences and write down what is said.

General Procedures Applicable to All Inspections:

1. Review of Documents:

The inspector may ask to review documents. The General Manager must distinguish between those documents which must be provided as a matter of law and those which the Company has discretion to initially withhold:

There are certain documents the inspector is entitled to review as a matter of law, for example, OSHA 300 logs (retained for the past 5 years), Hazard Communication Program and other documents required to be kept and produced under OSHA regulations. If the inspector asks, such documents should be produced for review.

The Company has greater discretion in producing other Company business documents, such as internal memoranda, internal safety programs, correspondence, personnel files and the like. Prior to producing any such documents, the General Manager shall consult with the VP of Safety. If in doubt, the Legal Department should be consulted. If the proper authorization cannot be obtained, the inspector shall be asked to put the request in writing to the Sr. VP of Safety.

All Division training documents should be kept in a single file with appropriate subheadings (forklift, hazard communication, fire extinguishers, etc.).

2. Interviews with Employees:

The General Manager must distinguish between interviews requested by the inspector and interviews requested by an employee:

- If an employee asks to talk with the inspector, the employee is entitled to have a private interview with the inspector.
- If the inspector asks to talk to employees, the General Manager has some discretion. If the employees are represented by a union, the inspector should be directed to talk to the union representative. If there is no union or no representative, a reasonable number of interviews should be allowed, provided operations are not greatly disrupted. The General Manager may suggest a different time and/or place for the interviews if the employees are needed on critical assignments.

If in doubt about any issue during the inspection, ask the inspector to wait and place a call to the VP of Safety.

3. Exit Interviews:

A proper exit interview is very important. A Complaint Inspection exit interview is the Company's opportunity to develop facts surrounding the good and bad points of the inspection. Ask questions and take notes.

A General Schedule Inspection is usually a fairly lengthy process and the Company must consider who to have in attendance at the exit interview. Some Complaint Inspections may last several days as well. In certain circumstances, higher level management should be present. In any event, the extent of the Company's compliance with all OSHA and other safety programs shall be stressed.

The inspector should be willing to discuss any open issues during the exit interview. The General Manager should take notes and should feel free to ask questions. If a citation is issued, the Sr. VP of Safety should be provided a copy the same day. Usually a citation will be mailed up to 6 months later. It shall be sent immediately to the Sr. VP of Safety.

4. Receipt of a Citation:

Any citation must be transmitted on the day received to the Sr. VP of Safety.

A contest to a citation must be filed within 15 working days. Any informal settlement discussions must be completed prior to the expiration of the 15 days. A phone call can be made to set up the meeting. A letter must follow to confirm the phone conversation. All settlements must be approved by the Sr. VP of Safety or the Legal Department.

Unless settled beforehand, all citations will be contested within 15 working days. No employee has the authority to waive the formal contest without prior written authorization from the Sr. VP of Safety or the Legal Department.

NOTE: THE CITATION WILL CONTAIN INSTRUCTIONS FOR EMPLOYEE POSTING. COPIES MUST BE POSTED.

OSHA Consultation Services: OSHA does offer free consultation services at the State level. Discuss any proposed consultation with the Sr. VP of Safety prior to contacting OSHA.

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MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-25 WELDING OPERATION - GAS AND ARC

SCOPE: This policy applies to all welding operations, whether by employee or contractor, conducted at MV Transportation facilities.

PURPOSE: To provide all employees with safe work practices in the use of welding equipment.

POLICY: It is the policy of this Company that all employees comply with safety requirements when using or storing welding equipment.

GENERAL SAFE WORK PRACTICES:

All welding and cutting operations, regardless of the particular method used, involve hazards of fire, burns, and other personal injuries. There are several safe-work practices and procedures which should be followed during any welding or cutting operation to minimize the impact of these hazards. The following describes such safety practices:

- Avoid breathing directly in the plume generated during welding.
- If welding metals containing more than 1% of cadmium, magnesium, zinc, beryllium, or lead, then respiratory protection should be used.
- Material Safety Data Sheets (MSDS) shall be available for all fluxes and cleaners.
- All filler metals and fusible granular fillers shall bear a label such as the one in Figure 1.

CAUTION!

Welding may produce fumes and gases hazardous to health. Avoid breathing these fumes and gases. Use adequate ventilation. See ANSI Z49.1-1967 Safety in Welding and Cutting, published by the American Welding Society.

Brazing metals containing cadmium shall bear a label such as the one in Figure 2.

WARNING!

CONTAINS CADMIUM – POISONOUS FUMES MAY FORM ON HEATING
Do not breathe fumes. Use only with adequate ventilation, such as exhaust ventilators, or air-supplied respirators. See ANSI Z49.1 – 1967. If Chest pain or fever develops after use, call a physician immediately.

Fluxes containing fluorides shall bear a label such as the one in Figure 3.

CAUTION CONTAINS FLUORIDES!

This flux when heated gives off fumes that may irritate eyes, nose and throat.

1. Avoid fumes – use only in well ventilated spaces.
2. Avoid contact of flux with eyes or skin.
3. Do not take internally.

A. Cleaning Compounds:

Many compounds used to clean metal may generate flammable or toxic vapors during welding and cutting operations. Hydrocarbon solvents and degreasers will typically generate flammable vapors. Chlorinated hydrocarbons, such as perchloroethylene and trichloroethylene, will break down into phosgene when heated. Phosgene is extremely dangerous to the lungs. The manufacturer's recommendations should always be followed, and the welding area should be adequately ventilated.

B. Ventilation for General Welding:

Mechanical ventilation must be provided for welders working under the following conditions:

- In spaces having less than 10,000 cubic feet of space per welder.
- In rooms with ceilings less than 16 feet high.
- In confined spaces or other areas where cross-ventilation is obstructed.

Ventilation must be maintained at a minimum rate of 2,000 cubic feet per minute, per welder. If local exhaust ventilation is used, then general ventilation may be maintained at a lesser rate. Natural ventilation is considered sufficient if none of the three conditions described above is present.

C. Ventilation in Booths and Hoods:

If booths (fixed enclosures) are used, then they must maintain ventilation rates of at least 100 feet per minute. Intakes should be mounted to the side of the welder (lateral or vertical slots) so that the welder's do not block the air flow.

D. Ventilation in Confined Spaces:

Ventilation in confined spaces must be sufficient to prevent the accumulation of toxic or flammable atmospheres, as well as oxygen deficiency. Makeup air must be clean and respirable. Ventilation must also be sufficient to keep airborne contaminants below the Permissible Exposure Limits (PEL). If this is not possible, then the appropriate respiratory protection must be used.

E. Ventilation for Welding and Cutting Toxic Metals:

Ventilation requirements for the welding and cutting of metals involving fluorine compounds, lead, zinc, beryllium, cadmium, mercury, or stainless steel must meet the same requirements as ventilation for confined spaces. Note that ventilation

requirements greater than those listed in previous sections may be required to accomplish this. Periodic air monitoring is necessary to determine whether airborne levels of these contaminants are acceptable.

F. Screens:

Arc welding produces ultraviolet radiation which can damage the skin and eyes. Even gas welding can generate light of damaging intensities. Employees in the welding area should be protected from these radiations. Screens are typically used to accomplish this. Screens should be installed so they do not restrict ventilation. It is recommended that screens be mounted approximately 2 feet from the floor, unless the work is being performed extremely low to the ground. Screens must be dropped to floor level. Signs warning employees not to watch the welding should be posted throughout the welding area.

ARC WELDING (INCLUDING MIG):

Arc welding involves the use of AC or DC current to generate an electrical arc, capable of melting the work and any filler metal used. Arc welding uses a relatively low voltage range typically less than 115 volts, and current, from 10-600 amps. The following procedures should be followed when working with arc welders:

- If using a gasoline or diesel-powered welding generator, exhaust should be vented to the outside.
- The open circuit voltage on DC welding machines should be less than 1900 volts.

- The open circuit voltage on AC welding machines should be less than 80 volts on manual machines, and less than 100 volts on automatic machines. (Higher voltages may be allowed in specific applications.)
- All parts of the arc welding machines must be grounded (except engine-driven machines).
- Electrical conduits carrying conductors may not be used for completing a work-lead circuit.
- Terminals for welding leads must be protected against accidental contact with workers and equipment.
- Chains, ropes, cranes, and elevators may not be used to carry welding current.
- In work involving several welding machines operating on the same piece of work, all DC machines must be connected with the same polarity, and all AC machines must be connected to the same phase of the supply circuit, and with the same instantaneous polarity.
- When not in use, electrode holders must be placed so that they do not come in contact with people or conducting objects.
- Cables that are spliced within ten feet of the holder will not be used.
- Cables should not be wound or wrapped around the welder's body.
- Machines that become wet must be thoroughly dried and tested before being placed back into service.
- Cables with damaged insulation or exposed conductors must be replaced or repaired.

METAL-INERT GAS WELDING (MIG):

MIG welding involves the use of an electrode and an inert gas for joining metals. A filler metal may or may not be used. The use of the inert gas prevents the formation of oxides, and reduces the splattering associated with other methods of welding. The inert gas typically generates additional ultraviolet radiation, requiring heavy shading or protective lenses. The compressed gas cylinder used to supply the inert gas should be handled safely. When welding in a confined area, the welder should bear in mind that the use of an inert gas increases the potential for oxygen deficiency and should take appropriate protective measures.

GAS WELDING:

Gas welding uses an oxygen-fuel gas mixture to melt the metals to be joined. A filler metal is typically used as well. This type of welding does not produce an electrical arc, nor does it involve the inherent potential for electric shock. Nevertheless, it does generate heat and light of sufficient intensity to damage unprotected eyes. The following general precautions should also be observed:

Hoses:

- Do not use unnecessarily long hoses.
- Ensure hoses are secured and tightened properly
- Repair leaks and other damage immediately. Leaks should be repaired by proper splicing, not by taping the hose.
- Examine hoses periodically. Check for leaks by submerging the hose in appropriate liquid.
- Protect hoses from slag, sparks, hot metal, grease and oil.
- Hoses showing signs of wear or damage shall be tested at twice their normal operating pressure, or at 300 psi, whichever is greater.

Torches:

- Use only tips recommended by the manufacturer.
- Ensure tips are secured correctly to the torch
- When changing torches, shut off the gas supply at the regulators, not by bending or crimping hoses. Turn off gas at cylinder, not at torch when work is complete.
- Use a friction lighter, pilot, or other appropriate means of igniting a torch. Do not use matches.
- Do not hang torches over regulators, so that they point towards the gas cylinders.
- When closing valves, do so in the order recommended by the manufacturer.

A. Special Precautions for Handling Acetylene:

- Acetylene is the most common fuel used for gas welding. It has many unique properties which require special attention for safe handling. Acetylene is shipped in compressed gas cylinders at 250-300 psi. These cylinders contain a porous filler and acetone. The acetylene is dissolved in the acetone. This is necessary because acetylene is not a very stable compound. If pure acetylene gas were placed under this pressure it would spontaneously explode. The acetone stabilizes the acetylene.
- Acetylene cylinders should always be stored and used in an upright position. Otherwise, the acetone may be drawn off, leaving acetylene gas in the cylinder, under an unsafe pressure.
- Excessive pressure in acetylene hoses must be avoided. Properly designed regulators should always be used. Acetylene cylinder regulators should not be opened more than one-and-a-half turns. Three-quarters of a turn is preferable. Pressure in the supply hoses should not exceed 15 psi.
- Acetylene also has one of the widest flammable ranges of any gas. It can form flammable mixtures with air in concentrations from 2.5% - 80%. When mixed with oxygen, acetylene forms explosive mixtures.

B. Special Procedures for Handling Oxygen:

Oxygen, although not flammable by itself, will support and accelerate the burning of other materials. For this reason, oxygen should not be stored with flammable or combustible gases. Oily rags and gloves should not be used with compressed or combustible gases. Oxygen can cause the spontaneous ignition of oily rags and other wastes. Lines used to carry oxygen should be designed and used for that purpose alone. Only regulators approved for use with oxygen cylinders should be used. Incidental oils and lubricants may explode on contact with high-pressure oxygen.

FIRE CONTROL:

The possibility of fire is an ever-present danger during welding and cutting operations. MV Transportation has established the following procedures to minimize the risk of fires and their attendant dangers:

- Suitable fire extinguishing equipment must be readily available at all times.
- No welding or cutting may take place in an unauthorized area, without the approval of the Maintenance Manager/Supervisor.
- Oxygen must never be used for ventilation.
- Objects to be welded should be taken to a safe place with no combustible materials or access to combustible materials for a 35-foot radius of the welding location.
- If the object to be welded or cut cannot be readily moved, then all movable fire hazards in the vicinity should be taken to a safe location.
- If the object to be welded or cut cannot be moved, and the surrounding flammable or combustible materials cannot be moved, then appropriate guards or shielding must be used to contain sparks, slag, and hot metal.
- Where practical, all combustible materials should be placed at least 35 feet away from the hot work area. If this is not practical, they should be protected with flameproof covers, or placed inside fireproof cabinets or otherwise effectively guarded.
- Ducts that might carry sparks to combustible materials
- (including filters) must be suitably shielded.
- Combustible walls must be adequately protected from welding by appropriate distance or guarding.
- Combustible materials on the opposite sides of walls must be protected from ignition by radiant heat.

A. Fire Watch:

It is not always possible to completely isolate all combustible materials from the welding or cutting operations. Every effort should be made to protect the combustible materials through guarding, wetting, or other suitable methods. If wetting is used with arc welding operations, additional steps must be taken to prevent electrical shocks to the welders. In addition to these precautions, a fire watch must be in place during all welding operations.

The fire watch consists of one or more employees whose sole duty is to observe the welding area for the outbreak of fire. Fire watch personnel must be equipped with adequate fire extinguishing equipment, as well as appropriate personal protective equipment. If a fire

breaks out, the fire watch personnel should first warn the welders, and stop all work in the area. If there is any doubt that the blaze is beyond the ability of fire watch personnel to control, the local fire department should be notified immediately. Fire watch personnel should attempt to extinguish the fire. Should the fire escape their control, then the building or area should be evacuated in accordance with the Division's Emergency Action Plan.

Fire watch personnel must not only keep watch while welding operations are underway but must also watch the area for 30 minutes after operations are complete. The department supervisor or General Manager may require a longer watch period, if appropriate.

WELDING OR CUTTING CONTAINERS AND TANKS:

The welding and cutting of containers and tanks pose a high risk of fire and explosion accidents. Empty containers often pose a greater danger than full containers. It is imperative that special precautions be observed when welding, cutting, or brazing such items.

MV employees will adhere to the following procedures for hot work on closed containers. Although, the Company prefers that tanks not be cut, employees will do so only under the most strict and controlled circumstances:

- Remove all ignition sources from the vicinity of the container.
- Remove any caps or bungs.
- Check the inside of the container for any rags, debris or trash, which might prevent proper draining. Ensure that lights used for the inspection are intrinsically safe.
- Place the container in a rack and allow it to drain completely.
- Steam the container for at least 10 minutes. Some substances may require longer steaming.
- Rinse the container for 5 minutes with a caustic soda solution.
- Rinse container with boiling water for 5 minutes.
- Wash the outside of the container with hot water.
- Allow the container to dry.
- Inspect the interior of the container. If it is not clean, repeat the process.
- Check the atmosphere inside the container with an explosimeter and oxygen meter to make sure that no flammable vapors are present.

Welding, cutting, or brazing of fuel tanks which cannot be removed for treatment by the above procedure should be performed in the following manner:

- Remove the fill cap.
- Drain remaining fuel from the tank by disconnecting the fuel line or opening the stopcock on the bottom of the tank.
- Rinse the inside of the tank with water, allowing the water to drain out, disposing of residue in the legally prescribed manner.
- Close the stopcock or plug the fuel line inlet.
- Fill the tank with water to within an inch or two of the level where the hot work is to be done. If work is to be done on the bottom of the tank, do not fill it with water.
- Clean all oil, grease, and other combustible material from the hot work area. Remove shield or guard rubber and other sensitive components.
- Using a compressed gas cylinder slowly fill the tank with enough carbon dioxide or nitrogen to inert the atmosphere.
- Check the inside of the tank with an oxygen meter. The oxygen meter should read less than 10%.
- Perform the welding, cutting, or brazing operation, with the fill cap remaining open. If a backflow valve is installed in the throat of the fill stem, block it open.
- Drain the water from the tank and allow it to dry thoroughly.
- Reconnect all lines and attachments and place a few gallons of fuel in the tank.
- Check the tank for signs of a fuel leak.
- If the tank is not leaking, refill and replace the fill cap.

PERSONAL PROTECTIVE EQUIPMENT:

Personal protective equipment for welders should be designed to prevent burns and eye injuries. In some instance, noise protection should also be provided. If unacceptable concentrations of airborne contaminants are present, then respiratory equipment should be used, as outlined in this Manual, Respiratory Protective Equipment. Common protective equipment that should be available to welders includes:

- Flame-resistant gauntlet gloves.
- Aprons made of leather or other flame-resistant material.
- Fire-resistant leggings, or high boots.
- Safety shoes or foot guards should be used when heavy loads are being handled.
- For overhead work, capes or shoulder covers of leather may be used. Skull caps may be worn under helmets to keep sparks out of the hair.
- Ear plugs or muffs may be used to keep sparks out of the ears. Safety hats or other head protection against sharp or heavy falling objects should be used.

Welding also generates intense light, from which the eyes must be protected. Table 1 below shows the appropriate lenses for given applications.

Welding Operation	Shade #
Shielded metal-arc welding 1/16,3/32,1/8,5/32-inch electrodes	10
Gas-shielded arc welding (non-ferrous 1/16,3/32,1/8,5/32-inch electrodes	11
Gas-shielded arc welding (ferrous) 1/16,3/32,1/8,5/32-inch electrodes	12
1/16,7/32,1/4-inch electrodes	12
5/16,3/8-inch electrodes	14
Atomic hydrogen welding	10-14
Carbon arc welding	14
Soldering	2
Torch brazing	3-4
Light cutting, up to 1 inch	3-4
Medium cutting, 1-6 inches	4-5
Heavy cutting, 6 inches	5-6
Gas Welding, light, up to 1/8 inch	4-5
Gas welding, medium, 1/8 to 1/2 inch	5-6
Gas welding, heavy, 1/2 inch and over	6-8

Table 1. Welding Eye Protection Lens Selection Guide

INSPECTIONS: The General Manager will document work practices and equipment conditions twice each year during his general safety audits. The results of this inspection will be recorded and kept on file. He may also perform random inspections to check compliance with proper work practices. The results of these random inspections will be recorded as well.

Department supervisors are responsible for performing daily checks of welding areas and operations. These daily checks need not be recorded. The department supervisor may also perform inspections as directed by the General Manager. Employees are responsible for complying with the work practices described in this section. Any problems should be reported to the department supervisor or foreman.

TRAINING: All employees involved in welding and cutting operations must receive training on this Safety Policy and in how to properly perform welding functions. The training shall document in writing and kept in local training files.

Date Filed / Revision Date	Description of Change



MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-26

FIRE EXTINGUISHERS, PORTABLE - TRAINING, INSPECTION, AND MAINTENANCE

SCOPE: The requirements of the section apply to all MV Transportation, Inc. facilities.

PURPOSE: The purpose of this policy is to outline installation, training in use, inspection and maintenance procedures for portable fire extinguishers.

POLICY: It is the policy of the Company to ensure that employees have ready access to the proper type of fire extinguisher for emergency situations. The guidelines in this policy are adopted from the OSHA standard 29 CFR 1910.157, Portable Fire Extinguisher.

EXTINGUISHER SPECIFICATIONS AND PLACEMENT:

MV Transportation, Inc. provides portable fire extinguishers for use by employees in emergency situations. These extinguishers will be maintained in a fully functional condition. Safe practices will apply to use of all portable fire extinguishers at MV facilities:

- Extinguishers shall be mounted and marked so they are readily accessible to employees and may be reached and retrieved without injury.
- Fire extinguishers using carbon tetrachloride or chlorobromomethane shall not be used. Any such extinguisher currently in place will be removed and replaced with approved extinguishers.
- Any extinguishers that are of the soldered or riveted shell self-generating soda acid or foam type, or of the gas cartridge water type portable fire extinguisher, which are operated by inverting the extinguisher causing the
- cartridge to rupture or initiate an uncontrollable pressure generating reaction, must also be replaced. These types of extinguishers are subject to pressure detonations and are not approved for use.
- Extinguishers will be kept fully charged, have a current inspection tag, and be kept in their designated places at all times, except when in use. The location will be clearly marked for ready identification. Fire extinguishers and access to them will not be blocked.
- Extinguishers placed in various areas of the facility shall be appropriate for the types of fires anticipated. In general, a type ABC dry chemical extinguisher is recommended.
- Extinguishers used for Class A fires must be placed so employees do not have to travel more than 75 feet to reach an extinguisher.
- Extinguishers used for Class B fires must be placed so employees do not have to travel more than 50 feet to reach an extinguisher.
- Extinguishers used for Class C fires must be distributed based upon the appropriate hazard pattern for Class A or B fires.

If combustible metal shavings, flakes, powders, or similarly sized products are produced every two weeks, or more often, then "Class D" extinguishers must also be made available. They must be arranged so that no more than 75 feet of travel is required to reach an extinguisher. Class ABC extinguishers are not suitable for use against metal fires.

FIRE EXTINGUISHER CLASS AND APPLICATIONS:

- CLASS A - Common combustible solids, such as paper, wood, etc.
- CLASS B - Combustible and flammable liquids, such as gasoline, diesel, and other solvents
- CLASS C - Fires involving live electrical components
- CLASS D - Special purpose extinguishers used for fires involving flammable or combustible metals (e.g. magnesium)

INSPECTION AND MAINTENANCE:

MV Transportation, Inc. will use an inspection and maintenance program to ensure that fire extinguishers remain in good working order. This inspection procedure will include the following elements:

- The General Manager of each Division or their representative will visually inspect all fire extinguishers once each month. This includes all buses and MV owned and leased vehicles.
- This inspection shall be recorded on the Fire Extinguisher Inspection sticker / tag located on the front of the fire extinguisher.
- The facility fire extinguisher inspection shall also be recorded on a Monthly Extinguisher Inspection Record and filed in the fire extinguisher folder.
- Fire extinguishers will be given a full maintenance examination annually. A qualified service contractor, who shall furnish MV Transportation, Inc. with a copy of all inspection and maintenance activities performed, will perform this examination. This data will be filed in the fire extinguisher folder.
- Alternative extinguishing methods will be made available while extinguishers are being serviced.

A. Hydrostatic Testing:

MV Transportation, Inc. will use authorized contractors to perform hydrostatic testing. Test intervals are measured from the date the unit was filled and charged. Hydrostatic testing is also necessary immediately after any of the following have occurred:

- The unit has been repaired by soldering, welding, brazing, or the use of patching compounds;
- The cylinder or shell threads are damaged;
- Corrosion that has caused pitting, including corrosion under removable nameplate assemblies;
- The extinguisher has been burned in a fire;
- Calcium chloride extinguishing agent has been used in a stainless-steel shell.

When hydrostatic testing is performed on extinguishers equipped with shutoff nozzles at the end of the hose, the hose assembly shall also be tested. Carbon dioxide hose assemblies must be tested at 1,250 psi and dry chemical assemblies must be tested at 300 psi.

The General Manager will require the tester to furnish a certification record, indicating the date of the test, the signature of the tester, and the serial number or other identifier of the fire extinguisher. This certification will be maintained in the fire extinguisher folder until the next hydrostatic test, or until the extinguisher is removed from service.

TRAINING: MV Transportation, Inc. will train its employees in the proper use of fire extinguishers. This training shall be provided to employees upon their initial hiring and at least annually thereafter. This training shall be recorded in writing and kept in local training files. A copy of this training record should also be placed in the fire extinguisher folder.

Personnel selected for fire watch or emergency response duties involving fire extinguishing, shall be given additional training, which addresses the characteristics of fire, methods of controlling fires, and hands-on training in the use of fire extinguishers. This training will be documented in the Division's training records. A copy of the form will be placed in the Division training file and another in the fire extinguisher folder. Division Managers are encouraged to coordinate fire extinguisher training through their local Fire Department.

See OSHA Reference 29 CFR 1910.157.

Date Filed / Revision Date	Description of Change

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Safety Policy S-27 SAFETY MEETINGS

SCOPE: This policy covers all employees of MV Transportation, Inc.

POLICY: It is the policy of MV Transportation, Inc. to seek and encourage its employees' assistance in identifying workplace hazards. One effective vehicle is through safety meetings, which provide employees an opportunity to provide input regarding safety issues and receive updated safety education/information. All MV Divisions will make possible the opportunity for employees to participate in safety meetings.

PROCEDURE:

- All Divisions will have regularly scheduled monthly safety meetings. These meetings will be open to all employees.
- General Managers will post in advance the time, date and location of all regularly scheduled safety meetings.
- Specific topics for the agenda must be posted with the announcement of the pending meeting.
- The agenda must cover only safety-related items. Agenda items will be directed by management.
- Employees must speak for themselves and cannot be represented by anyone else.
- The manager should advise concerned employees of the results of the meeting and indicate all corrective action taken since the last meetings.
- Care must be taken not to interfere with the collective bargaining rights of the respective unions. These safety meetings are not "committees" and not intended for the bargaining of safety-related issues. Their purpose is to allow individual employees to voice their concerns and to educate employees on relevant safe-work and incident/injury prevention practices.

Questions on safety meetings shall be directed to the Vice President of Safety.

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Safety Policy S-28 MOBILITY DEVICE DROP OFF PROCEDURES

SCOPE: The policy applies to all MV employees who operate paratransit vehicles, buses or other revenue vehicles.

PURPOSE: The purpose of this policy is to communicate the proper procedure for dropping off wheelchair bound or mobility assisted passengers.

POLICY: The following steps must be taken when dropping off a wheelchair passenger.

- 1) Set up positioning of the vehicle upon arrival
- 2) Shift vehicle into PARK position and be sure to set the Parking Brake
- 3) Turn on lift switch
- 4) Remove wheelchair lift cover (if applicable)
- 5) Open lift doors and set lift at floor level position (unfold only)
- 6) Secure interior and exterior lift belt straps across the lift where applicable
- 7) Advise passenger you are going to remove the securement straps
- 8) Remove shoulder and mobility device securements, place in storage area/bag
- 9) Advise passenger you are about to move them onto the lift
- 10) Release interior lift strap
- 11) Guide them onto the lift.
- 12) If electric, turn off mobility device power. If manual, make sure their brakes are locked
- 13) Fasten & check interior lift straps
- 14) Inform them you are about to move the lift
- 15) Deploy lift
- 16) Open/release exterior lift strap once lift is at floor level
- 17) Guide them off the lift, and LOCK their brake.
- 18) Store the exterior lift safety belt. Stow the lift and close door.
- 19) Note: If using retractable lift straps ensure straps are retracted
- 20) Ensure they are safely delivered to their destination.
- 21) Remove the posey belt
- 22) Replace wheelchair lift cover (if applicable)
- 23) Turn off power to the lift
- 24) Check mirrors to ensure the wheelchair lift is closed and it is safe to proceed
- 25) Safely pull away from the curb, slow and smooth

NOTES:

NEVER lift a wheelchair, except for divisions that do stair assists, and then only using proper safety procedures.

Communicate movements and actions to your passenger

Treat your wheelchair passengers as people; make eye contact when you are communicating.

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Safety Policy S-29 MOBILITY DEVICE PICK UP PROCEDURES

SCOPE: The policy applies to all MV employees who operate paratransit vehicles, buses or other revenue vehicles.

PURPOSE: The purpose of this policy is to communicate the proper procedure for picking up wheelchair bound or mobility assisted passengers.

POLICY: The following steps must be taken when picking up a wheelchair passenger.

***ALWAYS BE SURE TO GET THE PERMISSION OF THE MOBILITY DEVICE USER BEFORE TOUCHING OR MOVING THE MOBILITY DEVICE. LET THEM KNOW WHAT YOU WISH TO DO PRIOR TO DOING IT.**

- 1) Set up positioning of vehicle upon arrival
- 2) When vehicle is stopped, shift into PARK position and be sure to set the Parking Brake
- 3) Turn on lift power
- 4) Make sure mobility device area is free of hazards and ready for the passenger
- 5) Remove wheelchair lift cover (if applicable)
- 6) Take posey belt with you when exiting the bus
- 7) Introduce yourself to the client at eye level and make sure this is your passenger
- 8) Ask permission to inspect the brakes of the mobility device to ensure they are in good working condition. If not, bring to the attention of the passenger and make a note on the manifest. This is very important!
- 9) Secure posey belt on passenger (ask permission first). Notify Dispatch if passenger refuses lap belt/restraint. Please note passenger is allowed to refuse this safety device under the ADA.
- 10) Open and deploy wheelchair lift while ensuring both interior and exterior lift straps are in place across the width of the lift.
- 11) Open exterior lift belt strap leaving interior lift strap in place
- 12) Inform the passenger you are about to move them
- 13) Back the mobility device on to the lift
- 14) If electric, turn off power. If manual, make sure their brakes are locked!
- 15) Fasten exterior lift belt strap across the width of lift
- 16) Inform them you are about to move the lift
- 17) Operate the lift
- 18) Inform the passenger to remain on the lift until you enter the bus. Once inside of the vehicle release the interior lift belt strap and provide assistance off the lift
- 19) Back them into the wheelchair spot
- 20) Secure the mobility device with a 4 point tie down. If the passenger refuses. Do not move the bus and contact Dispatch for the assistance a Road Supervisor.
- 21) Secure the passenger with lap and shoulder harness. Notify dispatch if passenger refuses either belt and activate DriveCam (if available) to record refusal on camera.
- 22) Test the securement straps for tautness. DO NOT harshly shake or jostle the mobility device
- 23) Secure the lift straps across lift to prevent banging noise and prevent damage
- 24) Note: Retractable straps should be retracted
- 25) Stow the lift and close door
- 26) Replace the wheelchair lift cover (if applicable)
- 27) Return to the driver's seat
- 28) Put on driver's seat belt

- 29) Turn off the power to the lift
- 30) Check mirrors and ensure the lift is closed and it is safe to proceed
- 31) Safely pull away from the curb, slow and smooth

NEVER lift a wheelchair, except for divisions that do stair assists, and then only using proper safety procedures.

Communicate movements and actions to your passenger

Treat your wheelchair passengers as people; make eye contact when you are communicating with them.

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Safety Policy S-30 INJURY INVESTIGATION - SUPERVISOR RESPONSIBILITY

SCOPE: This policy applies to all employees of MV Transportation, Inc.

PURPOSE: The purpose of this policy is to describe investigation procedures performed by supervisors in the event an employee is injured.

POLICY: It is the policy of MV Transportation, Inc. to investigate all incidents/injuries, to identify causes, and to correct deficiencies, if any.

RESPONSIBILITY:

Supervisors:

Begin the investigation immediately after receiving the first report of injury. Employees must report all injuries to management as soon as they occur.

- Visit the incident site, if possible, to determine where each object, person, and element in the event was located just prior to the mishap. Get the "big picture", as exact as possible.
- Interview all persons involved, beginning with the injured employee whenever possible. Assure the employee the purpose of the investigation is not to place blame but to establish cause in order to prevent a recurrence. Re-enact exactly what was being done in the moments leading up to the injury.
- Determine what type of injury was received. Evaluate against the exact activity and detailed sequence of actions leading to the injury. Does the action fit the injury?
- Review and record all physical evidence from the accident site. Site diagrams including photos and measurements of key elements and materials should be included.
- Record the facts surrounding the accident on the Supervisor's Investigation Report.

Analyze the facts to determine WHY the accident happened. Understanding injury causes is essential in the effort to eliminate future similar accidents. Several major types of causal factors exist and the investigation should seek answers in each category to ensure an in-depth analysis:

- Unsafe Acts - the actions of the individual that precede and bring about the accident.
- Unsafe Conditions - factors in the physical environment that contributed to the accident.
- Indirect Human Factors - conditions, characteristics or attitudes of the individual that influenced the accident.
- Knowledge or skill deficiency - did not understand the risk
- Improper attitude or motivation - aware of the risk but in a hurry to complete the job.
- Mental or physical state factors - risk was known and normally would not have been taken, but the individual was fatigued or inattentive.

Indirect Environmental Factors - the reason for the unsafe condition to exist in the environment.

- Actions of workers in general.
- Errors existing from design.
- Improper purchasing practices.
- Abnormal wear and tear on equipment.
- Failure to maintain.
- Failure to maintain properly.

Correct the problem/deficiency immediately!

- Make recommendations for corrective actions to improve the management system.

Submit reports as required to:

- Risk Management
- Regional Manager - Maintenance
- General Manager
- Area Safety Director

Additionally, OSHA must be notified within 8 hours in the event of a death or when 3 or more persons require hospitalization (See policy on OSHA Record-keeping).

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Safety Policy S-31 SPEED LIMITS - ALL COMPANY VEHICLES

SCOPE: This policy applies to every employee or contractor operating Company vehicles.

PURPOSE: The purpose of this policy is to promote safe operations of Company equipment.

POLICY: It is the policy of this Company that all employees shall operate buses and other vehicles at speeds not to exceed 5 m.p.h. on MV property and that they will obey all other speed limits when on public highways.

PROCEDURE:

The maximum allowable vehicle speed on company facilities is 5 m.p.h. Slower speeds are to be used in and around customers, employees, or other areas having potential danger.

When operating under congested conditions, drivers will operate the Company vehicle at throttle idle speed with the brake covered and will remain especially alert for changing conditions.

On the public highways, all employees in Company vehicles will operate in accordance with posted, or at a lesser speed if conditions warrant.

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Safety Policy S-32 ACCIDENT/INCIDENT REPORTING PROCEDURES

SCOPE: This policy affects all MV employees who operate company vehicles/buses, as well as managers and supervisors who investigate incidents.

POLICY: It is the policy of this Company to minimize injury, damages, pain and suffering for people involved in vehicular mishaps involving MV vehicles, to promptly report and to thoroughly investigate these occurrences.

PURPOSE: The guidelines in this policy designate the procedures for all employees to follow when an incident occurs and to ensure accurate and timely incident reporting.

An *Incident* is any MV mishap involving a MV employee, MV passenger, MV vehicle, MV equipment, or the environment. An incident may or may not result in injury or death to a person, damage to vehicles or property, or damage to the environment. This includes alleged incidents which are claimed to be caused by a MV employee, vehicle, or equipment; even though the MV employee, vehicle, or equipment is not affected.

PROCEDURE:

This procedure applies to all MV losses (other than Workers' Compensation) to include:

- Vehicular collision with any person, vehicle, or object
- Passenger/Customer/Client Incident/Injury
- MV Vehicle Physical Damage (including unknown yard physical damage)
- MV Property (buildings/contents) Losses (fire, tornado, flood, hurricane, vandalism, break-in, etc.).
- Environmental Exposures (i.e. fuel, oil, antifreeze, or other spills)
- Theft of MV vehicles, equipment, or property

When an incident could have been avoided, it was a preventable loss. MV Safety investigates "major" preventable incidents (see below for definition) to determine cause; and monitors preventable incidents to spot trends and to determine the trends' root causes. This includes examining driving and work procedures and revising them if found faulty; and identifying violations of MV, OSHA, DOT, FTA, or other procedures, rules or regulations.

INCIDENT TYPES

Major: An incident involving a transit vehicle or occurring on MV property involving one or more of the following:

- Fatality
- Pedestrian or Bicyclist incident/injury
- Passenger incident/injury involving lift
- Passenger incident/injury while entering/exiting vehicle
- Passenger incident/injury involving improper wheelchair securement
- MV Operator is cited for a moving violation
- Any injury (including to MV Operator) requiring immediate medical attention away from the scene
- Property damage equal to or exceeding \$5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire

- Incidents with Operator allegation of equipment and/or maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question

Minor: All other incidents that do not meet the definition of a “major” incident.

INCIDENT REPORTING PROCEDURE:

1. All MV incidents shall be immediately reported from the scene.
2. Other than an hourly employee if at all possible, it is the responsibility of the General Manager to make sure a person responds to the accident who will ensure care for our driver and equipment, review of accident investigation and proper review of company liability.
3. Operator at scene shall immediately contact Dispatch and provide incident details.
4. Immediately Call Auto Hotline at (866) 688-7475
5. Complete the Initial Accident/Incident Claim Line Information Sheet to assist with gathering the details and to aid in the verbal phone notification.
6. After the phone notification, immediately scan and e-mail this report to claims@mvtransit.com. If unable to e-mail, fax to (214) 646-1858.

MAJOR INCIDENTS PROCEDURES:

In case of major incidents, in addition to the above, managers shall take the additional steps outlined below:

1. Obtain the following basic information:
 - a. Time and Place of incident
 - b. Driver name and Date of Hire
 - c. Vehicle number and type (cut-away, van, bus, sedan, etc.)
 - d. Injuries, if transported from scene –where to and by whom.
 - e. Damage description
 - f. Basic facts of collision, accident or incident.
2. Call and notify the following persons:
 - a. Director of Safety and/or
 - b. Vice President of Safety
 - c. Regional Vice President
3. General Manager or designee submits a “High Priority Event
4. Notification: Go to “Lawson Portal/Procedures and Forms/Safety/Report a Serious Incident” and enter the
5. required information.
6. Director of Safety and/or the Regional Vice President will continue the phone tree to the senior executives listed on a
7. need to know basis.
8. If the Director of Safety and/or the Regional Vice President or Vice President of Safety is not available, please contact the Sr. VP of Safety, or in his absence, the President of Operations. If the President of Operations is not available, contact another Corporate Officer or Director who will then continue the phone tree as necessary.

NOTES:

- *The only information given by MV employees should be to Police Officers present at the scene of the incident.* Operator does not discuss incident/loss with witnesses – Operator only discusses with police, MV Safety personnel, MV Risk Management personnel, and/or MV Third-Party Claims Administrator personnel.
- *Refer all other parties to Risk Management to handle any public and/or media questions.* For these situations, please make sure you can provide Risk Management with the name and phone number of the inquiring party. If necessary, Risk Management will involve the Director of Media Relations to communicate to the public and/or media.

INCIDENT/ACCIDENT/LOSS PROCEDURES

1. Pre-Planning:

a. General Managers/Dispatchers must be aware of all sources of assistance in handling incidents/losses. Before an incident/loss occurs, have contacts on hand for:

- Operator's family and/or emergency notification
- Local police department and/or local sheriff department
- Highway patrol/state police
- Local fire department and local ambulance service
- Tow truck, heavy equipment, and construction companies

MV Risk Management staff and MV Safety staff are excellent sources for help. Have their telephone numbers available.

b. General Managers post their home telephone numbers and cell phone numbers so they can be called when an emergency occurs. Emergency Telephone Numbers shall be posted next to all MV telephones and shall be available at all supervisors' home telephones. This should include a list of local and MV telephone numbers used in controlling emergencies.

c. Prominently place "reporting" decals in MV vehicles. The decals read, "Should you be involved in an accident or should any other incident occur, immediately contact Dispatch who shall immediately communicate with you and the 24-Hour ClaimLine, (866) 688-7475." Place these stickers on the dash and on the driver-side sun visor.

d. Equip MV vehicles with the following items:

1. Three (3) bi-directional emergency reflective triangles (not flares).
2. Incident Reporting Packets and color disposable flash cameras.
3. Fire extinguisher having an Underwriters' Laboratories rating of 5 B:C or more.

To order replacement incident reporting packets and cameras, go onto Portal, under Procedures and Forms, and under Risk Management – there is an Incident Reporting Packets bullet point. Click on that bullet point, complete your order information, and submit your order.

2. Incident/Loss Occurs:

A. MV Operator: If involved in an incident with an unattended vehicle,

a) Try to locate the owner.

b) If the owner cannot be located, Operator securely leaves a note on the vehicle with his/her name and address, and the company/division's name, address and phone number.

c) Operator obtains the vehicle identification number and license plate number of the other vehicle and includes that information when reporting the incident.

d) An Incident Reporting Packet which includes a color disposable flash camera is supplied to Operator. Operator takes pictures of damages.

e) Operator delivers used camera to General Manager/Dispatcher.

A. If involved in a Hit and Run Incident while on the job or in a company-owned vehicle and you record/obtain the adverse vehicle's license plate number or capture picture of adverse vehicle via camera or Drive Cam, it is mandatory that the police are called, and an incident report is filled out and filed with them. Once this is completed, please forward this information to Risk Management.

B. If otherwise involved in a vehicular incident, Operator exercises on-scene emergency control until properly relieved by a supervisor or company official. Control will be directed to prevent further threat to human life, damage to the environment, and/or damage to property.

For traffic control and to protect others:

1. Stop immediately and shut down vehicle (shift
1. transmission into park, or neutral, shut off engine and
2. set parking brakes).
3. Turn on four-way flashers.
4. Place emergency reflective triangles as soon as possible, but in any event within ten minutes.
5. Detour non-essential traffic.
6. Notify police/fire/ambulance. If necessary, direct a passerby to notify the proper authorities. Be sure to indicate if there are injured people at the emergency scene. Do not leave the scene except in an extreme emergency.
7. Do not move MV vehicle (unless there is a fire or spillage that may spread) until authorities arrive.
8. Do not allow any other vehicles to be moved until someone in authority arrives to verify the positions of the vehicles and the lengths and positions of skid marks. Calm down. Try to detach yourself from what has happened so you can be as objective and unemotional as possible. Don't smoke and caution others to not smoke; as there may be fumes that could cause an explosion or fire.
9. If safe, extinguish any controllable fire and/or shut off any leak.
10. Assist injured or endangered persons, but do not move them or permit them to get up unless absolutely necessary. Keep them warm and quiet until emergency help arrives.
11. Prevent fires by turning off ignitions, disconnecting battery cables, prohibiting smoking, or taking any other indicated action.
12. Prevent contact with spilled materials.
13. Do not touch (or permit others to touch) vehicles/objects in contact with downed power lines. Keep occupants in vehicles.
14. Keep sightseers back/away from emergency scene.
15. Follow the Incident Handling Procedure/Instructions contained in the Incident Reporting Packet.

3. Report incident/loss to dispatch and 24-hour Claim Line:

MV Operator at scene shall immediately contact Dispatch who shall immediately communicate with the Operator and 24-Hour Claim Line, (866) 688-7475 (See Incident reporting procedures above).

- Operator should never try to handle things alone.
- Call while the emergency is small and controllable.
- Dispatch shall provide a telephone number at which the Operator can be contacted. Usually this is the Dispatch number.
- Dispatch and Operator shall stay in telephone contact with the 24-Hour Claim Line until released.

4. Operator Takes Pictures of Scene and Damages:

MV vehicles are equipped with color disposable flash cameras:

- a. Photograph the causes of the incident.
- b. Photograph the incident scene before vehicles are towed or moved. Include surrounding landmarks / reference points in the pictures.
- c. If skid marks are long, start photographing 150 feet before skid marks begin and continue as you walk closer to the vehicle.
- d. Photograph vehicles, including points of impact, damaged areas, undamaged areas, and spilled materials.
- e. Do not photograph bloody or gory details.
- f. Make a sketch of the scene before any vehicles are moved. The important thing is to show the positions of the vehicles as they approached the scene and where they were following the collision.

5. Equipment Recovery: Division ensures proper damaged equipment handling and securement.

6. Operator Identifies Himself/Herself: Operator gives any other involved party his/her name, division name, division address, and division phone number; and if requested, insurance information from Insurance Identification Card located in glove box.

7. Operator Provides Local Authorities and Emergency Responders Details of Incident/Loss:

- a. Operator obtains any reports from authorities/police or emergency responders that must be completed.
- b. Operator cooperates with police officials but does not admit any responsibility to anyone except MV Risk Management personnel, MV Safety personnel, and/or MV Third-Party Claims Administrator personnel.
- c. Operator does not give a formal statement (written or recorded) to anyone until Operator has contacted MV Risk Management, and then, not unless approved by MV Risk Management. Operator never discusses incident with reporters. Supervisor who may respond will support this.
- d. Operator always notifies the police, no matter how minor an incident or collision may seem to be, even if it's just a minor "fender bender." Always report it to the police. If other party just wants to exchange information and not call the police, Operator calls in a report anyway.

8. Operator Obtains Names and Addresses of Witnesses:

- a. Operator gets names and addresses of all witnesses to the incident using Courtesy Information Cards contained in Incident Reporting Packet.
- b. Operator does not discuss incident with witnesses – Operator only discusses with police, MV Safety personnel, MV Risk Management personnel, and/or MV Third-Party Claims Administrator personnel.

9. Operator Completes Incident Report: Operator

completes "Incident Report" before leaving the incident scene. This report is critical, as it captures MV information, third- party claimant information, client/passenger information, police information, an incident description, an incident diagram, etc.

10. Operator Delivers: Incident Report, Used Camera, Courtesy Information Cards, and any other Incident Reporting Packet Items to General Manager/Dispatcher. Operator gives General Manager/Dispatcher Incident Report, Courtesy Information Cards, used camera, diagrams, sketches, etc.

11. General Manager/Dispatcher Forwards Items to MV Risk Management:

1. General Manager/Dispatcher immediately scans and e-mails items to claims@mvtransit.com.
 - If unable to e-mail, fax to (214) 646-1858.
 - General Managers retain originals for his/her records.
 - Several other reports may be completed from the information on these items, so it is important that the information is complete and accurate.
2. General Manager uploads any relevant photos and videos to OneDrive.
Note: OneDrive Procedure attached as an appendix to this policy.
3. General Manager/Dispatcher ensures that safety items in MV vehicles are immediately replaced/recharged prior to next dispatch: Incident Reporting Packet with color disposable flash camera, fire extinguisher, 3 bi- directional emergency reflective triangles, etc.

12. Loss Handling:

- a. MV Risk Management directs loss handling. General Managers ensure that all losses are immediately and properly reported. MV Risk Management or MV's Third- Party Claims Administrator initiates all claim filings. Except for thefts, break-ins, and stolen vehicles, General Managers shall not file reports or other information with local, state or federal authorities.
- b. Whenever there is any possibility of serious liability, the General Manager:
 1. Sends complete maintenance file on the vehicle to MV Risk Management
 2. Sends Operator's logs/time sheets to MV Risk Management
 3. Prints electronic control module data (if applicable) and sends to MV Risk Management

4. Risk Management ensures Drive Cam event (if applicable) is obtained

13. Damaged Equipment:

A. Probable Total Losses: General Manager obtains repair estimate and scans and e-mails it to claims@mvtransit.com.

1. If unable to e-mail, fax to (214) 646-1858. MV Risk Management contacts Fixed Assets and determines if MV vehicle is a total loss.
2. If MV vehicle is deemed a total loss, General Manager has any valuable/usable parts removed and then obtains salvage bids.
3. General Manager obtains approval from MV Risk Management before selling salvage.
4. General Manager processes Fixed Asset Action Form and forwards for required approvals.
5. When General Manager receives salvage proceeds, General Manager faxes copy of check to MV Risk Management and forwards check to Accounts Receivable utilizing the applicable MV Lockbox Remittance Form.

B. Repairable Losses: General Manager contacts Maintenance Manager. Maintenance Manager authorizes and controls all repairs following maintenance protocols. MV Risk Management distributes weekly reports that include its internal claim number for the damaged or total loss vehicle. General Manager approves all MV vehicle repair invoices. General Manager codes vehicle repair invoices to GL#7090 or GL#6150. General Manager forwards approved and coded MV vehicle repair invoices to Accounts Payable.

C. The following information explains what GL code to assign and what additional information will be required to avoid delaying payment.

1. 7090 Collision – This GL number should be used for all MV vehicle repairs made and/or parts purchased due to some type of collision. The MV Risk Management internal claim number is required to be on each invoice that is assigned this GL number. Failure to provide the claim number will prevent Risk Management from approving the invoice for payment and will delay timely payment to the vendor.
2. 6150 Outside Services – This GL number should be used for all MV vehicle body repairs made and/or parts purchased due to wear and tear over time. Examples would be rusted areas and faded paint. Repairs made to a vehicle that was purchased with pre-existing damage can also be coded to this GL number. An explanation will be required for each vehicle body repair invoice that is coded to this GL number. Invoices coded “6150” do not require a MV Risk Management internal claim number.

D. MV vehicle repairs (MV Damage):

Effective 1/1/08, the division is responsible for the full amount of the repairs. These invoices must be approved for payment by Risk Management.

E. MV Damage Subrogation:

If it is possible that MV can collect for damages caused by a responsible third party, General Manager scans and e-mails all information related to the incident to claims@mvtransit.com. If unable to e-mail, fax to (214) 646-1858.

1. Obtain a repair estimate and submit the estimate and photographs of the damage to Risk Management. These items will be used as documentation for MV's subrogation demand.
2. In addition to the damages, MV Risk Management will also attempt to collect “loss of use” from the responsible third party.
3. MV Risk Management compiles a formal claim for damages for submission to the responsible party. MV Risk Management follows up on collection. Damages and/or loss of use recovered through subrogation efforts will be credited to the division.
4. If an insurance company or its representative requests repair cost information, General Manager refers that person to MV Risk Management. Do not release cost information.

14. Alleged Equipment/Maintenance Failure:

Claims of equipment or maintenance failure are always referred to as "alleged" failure until an inspection of suspect systems by qualified personnel verifies or denies such claims. The following steps are followed in instances of alleged equipment or maintenance failure:

1. If Operator alleges a failure, contact MV Risk Management immediately.
2. Arrange to have vehicle towed to nearest MV division or area where vehicle can be secured. Do not let vehicle be driven.
3. Secure vehicle. Don't let anyone tamper with vehicle, including MV personnel.
4. Call MV Risk Management to direct investigation activity.
5. MV Risk Management will set up inspection with manufacturer's representative, expert (if applicable), and MV personnel.
6. Notify and coordinate inspection with field personnel.
7. Assist in the inspection of vehicle at formal inspection.
8. Send complete maintenance file on vehicle to MV Risk Management.
9. Send Operator's logs/time sheets to MV Risk Management.
10. Print electronic control module data and send to MV Risk Management.
11. Risk Management ensures Drive Cam event (if applicable) is obtained.

15. Stolen MV Vehicle.

General Manager/Dispatcher immediately reports loss to MV Risk Management.

- A. General Manager/Dispatcher immediately reports the loss to local police authorities. Direct the police authorities to enter the stolen vehicle on the NCIC. Note: If vehicle is ultimately recovered, General Manager/Dispatcher immediately reports recovery to local police authorities and directs them to remove from the NCIC; and General Manager/Dispatcher immediately reports recovery to MV Risk Management.
- B. General Manager obtains a copy of police report and faxes it to MV Risk Management.
- C. Instruct MV Operators on the following:
 - a) If anyone tries to take a vehicle, let them have it. Do not get into an altercation with them.
 - b) If a vehicle is taken or is missing, immediately phone MV Risk Management.
 - c) Report any suspicious activity to General Manager/Dispatcher.
- D. Depending on the circumstances regarding the missing vehicle, MV Risk Management may notify FBI, appropriate state Highway Patrol, FTA, and Federal DOT.

16. Break-Ins and other Property Losses.

- A. General Manager/Dispatcher immediately reports loss to MV Risk Management.
- B. General Manager/Dispatcher immediately reports loss to local police authorities.
- C. General Manager obtains a copy of police report and faxes it to MV Risk Management.

17. Post-Loss Procedures, Reports, and Correspondence.

- A. General Manager forwards all correspondence relating to an incident/loss to MV Risk Management. General Manager identifies the correspondence to MV Risk Management by indicating the Operator's name and the date of the loss.
- B. If lawsuit papers are received, General Manager immediately telephones MV Risk Management at (866) 665-1426. General Manager forwards the papers via overnight mail to: EVP, c/o MV Risk Management, 2024 College Street, Elk Horn, IA 51531, with a memo stating the person served and the date and time of service. The EVP of Risk Management can also be reached by telephone at (712) 764-3720.

18. Post-Accident Alcohol and Controlled Substances Testing

- A. Fatal Accidents: As soon as practicable following an accident involving the loss of human life, an employer shall conduct drug and alcohol tests on each surviving covered employee operating the transit vehicle at the time of the accident. The employer shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

- B. Non-Fatal Accidents: As soon as practicable following an accident not involving the loss of human life in which a transit vehicle is involved, the employer shall drug and alcohol test each covered employee operating the transit vehicle at the time of the accident unless the employer determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. The employer shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- C. "Accident" Definition: "Accident" means an occurrence associated with the operation of a vehicle (including operation of its lift), if as a result:
 - D. A Fatality; or
 - E. An individual suffers bodily injury and immediately receives medical attention away from the scene of the accident; or
 - F. With respect to an occurrence in which the transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non- FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
 - G. With respect to an occurrence in which the transit vehicle involved is a rail car, trolley car, trolley bus, or vessel, the transit vehicle is removed from operation.
- H. MV Division Management coordinates/arranges post-accident testing. If reasonable suspicion is suspected, all reasonable suspicion testing guidelines will be followed.

Test Results Obtained. Test results are obtained by Elk Horn Qualification and reported to MV Division Management, or vice versa. General Manager contacts MV Management concerning disposition of Operator.

Date Filed / Revision Date	Description of Change

Appendix

		MV Safety OneDrive Upload Procedures			
Distribution:		Safety Managers			
Category:		OneDrive	Section No.:		
Author	By:	Shane Shelton	Approval	By:	
	Date:	8/16/2016		Date:	
Email:		Shane.shelton@mvtransit.com		Status:	PENDING
Revision Date:		8/18/2016		(active, inactive, pending)	

PLEASE NOTE: Any changes to this document will require manager-level approval

1.0 PURPOSE:

To give safety manager instructions on how to upload videos, photos and documents to the Claims Department via Microsoft OneDrive

2.0 RESPONSIBLE PARTIES:

MV Infrastructure Team

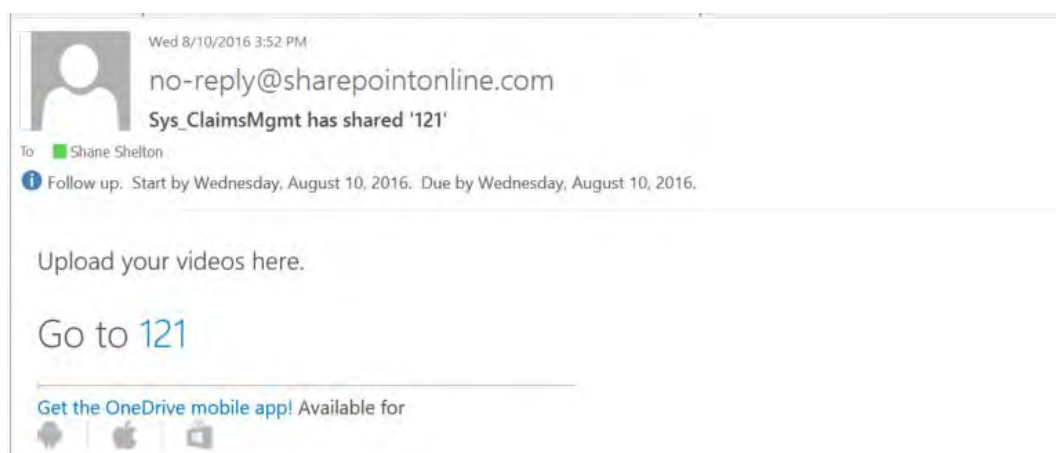
3.0 PROCEDURE INFORMATION:

User Provisioning (for the Claims Team Only):

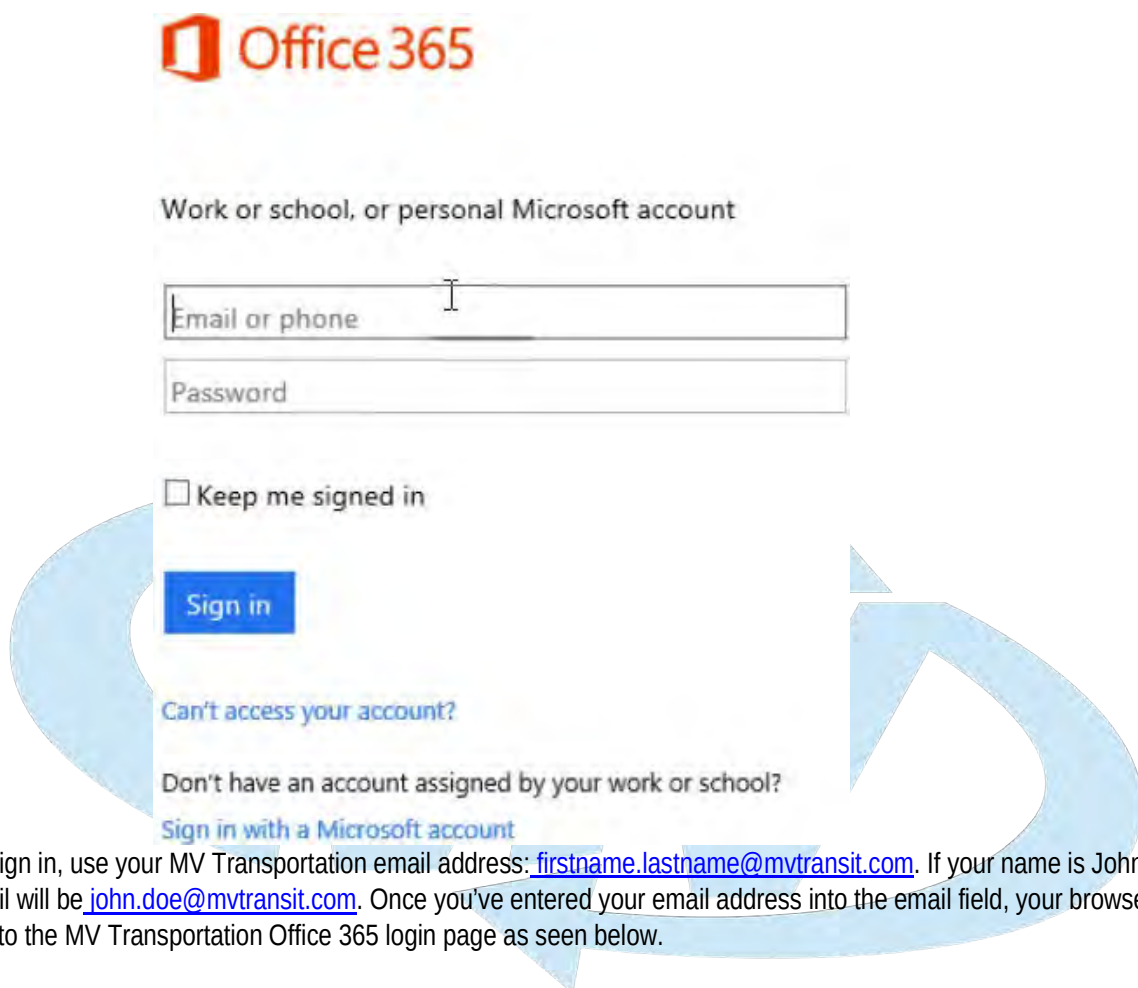
1. The IT Infrastructure team will get a ticket from the Auto Claims Manager requesting that a user be given access to a divisional folder via the Help Desk.
2. The user will be provisioned according to the tickets directions.
3. The same process will be used for user moves and deletions.

End User Access Instructions:

1. Upon successful provisioning of the end user's account, the end user will receive an email from no-reply@sharepointonline.com with the Subject of "Sys_ClaimsMgmt has shared 'Division Number'"



2. The end user can click the "Division Number" hyperlink in the email body to go to the One Drive Login page. The example above shows you'd click the blue "121" number in the body of the email for Division 121.
3. This will take you to a sign-on page with your default browser. MV IT recommends you use Internet Explorer or Google Chrome of the best results.



The image shows the Office 365 login page. At the top is the Office 365 logo. Below it is the heading "Work or school, or personal Microsoft account". There are two input fields: "Email or phone" and "Password". Below the "Email or phone" field is a checkbox labeled "Keep me signed in". Below the checkbox is a blue "Sign in" button. Below the button is a link "Can't access your account?". Below that is the text "Don't have an account assigned by your work or school?" followed by a link "Sign in with a Microsoft account". A large blue arrow points from the "Sign in with a Microsoft account" link to the "Sign in with your organizational account" section below.

4. To sign in, use your MV Transportation email address: firstname.lastname@mvtransit.com. If your name is John Doe, your email will be john.doe@mvtransit.com. Once you've entered your email address into the email field, your browser will redirect you to the MV Transportation Office 365 login page as seen below.



The image shows the MV Transportation logo, which consists of a green map of the United States with a blue circular arrow around it.

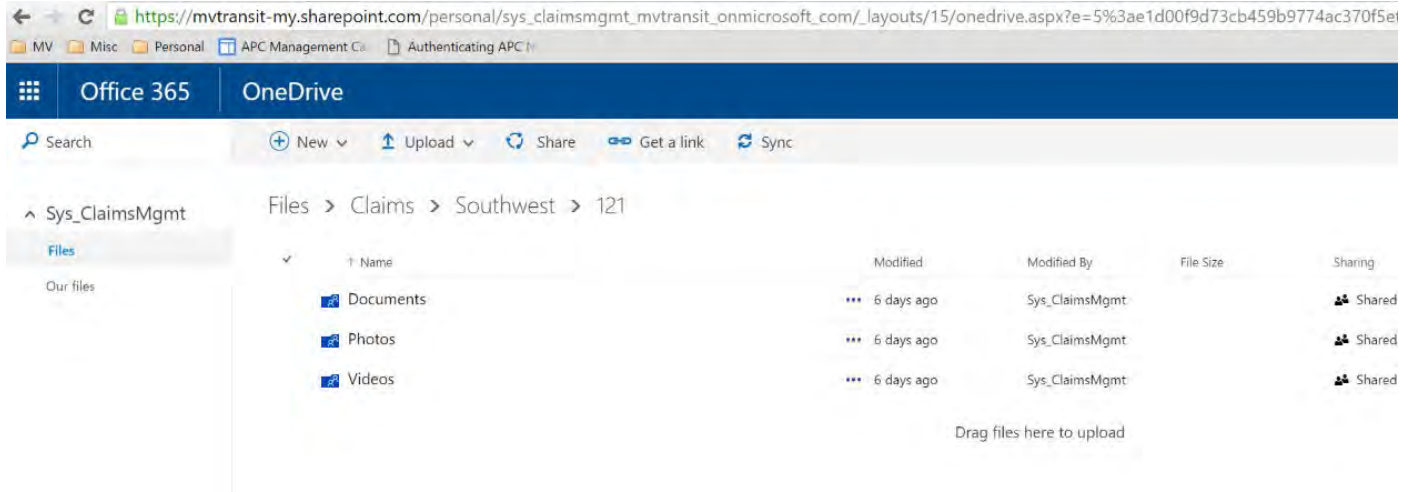
Sign in with your organizational account

shane.shelton@mvtransit.com

Password

Sign in

1. Your email address will already be populated, just enter your domain password. This is the same password you use to log into your MV desktop or laptop. Click Sign in.
2. This will then take you to the OneDrive folder you have access to. You will notice if you click outside of your folder, you will receive access denied messages. You will ONLY have access to the division you were assigned by the Auto Claims Manager.

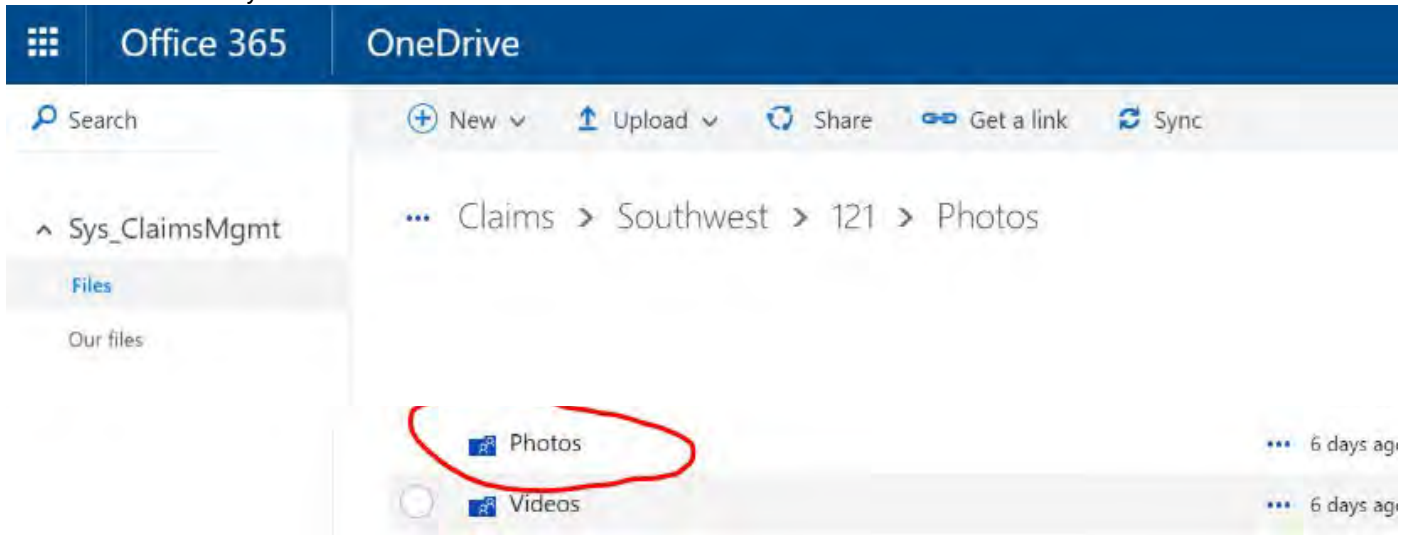


3. From here you can open the folders you would need to upload into. Further instructions on uploading files are below. You can bookmark the page you accessed in step 6 to streamline logging in in the future.

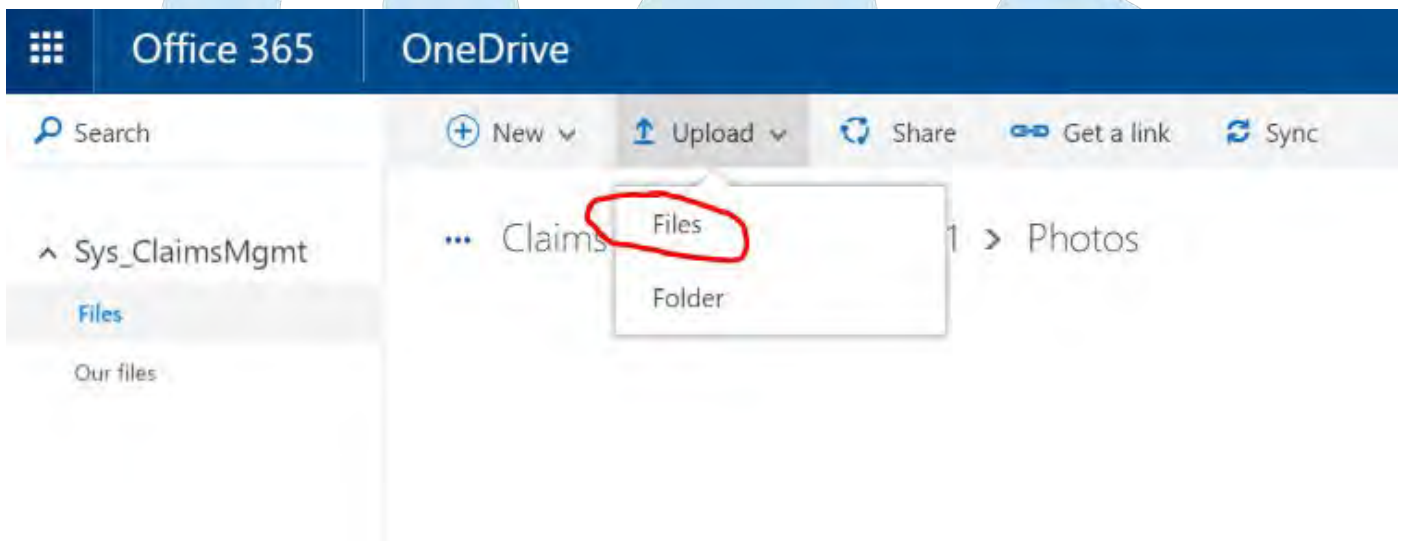
Uploading Files:

1. Once you've completed Steps 1 – 7 above under the “End User Access Instructions”, you can now start to upload files. To do so, click the folder you want to upload to (in this example we'll use a photo upload). Click on the Photos Folder.

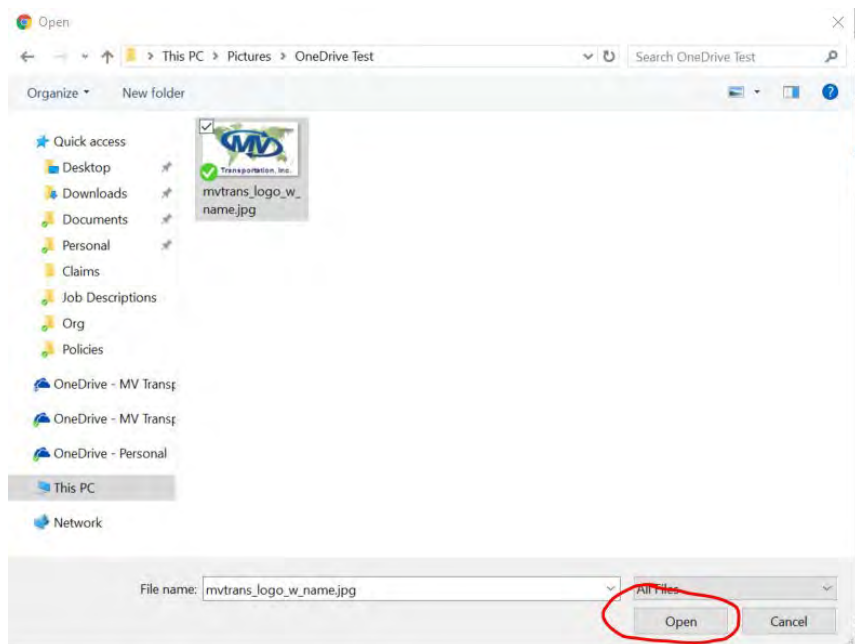
2. This will take you the Photos folder.



3. To upload a photo, click Upload -> Files



4. Browse to the location on your computer of the file you want to upload. In this example, we are uploading the one MV logo picture. Click on the file(s) you want to upload, you can upload multiple if need be at a time. Click Open to start the upload.



5. Your file will then upload into the folder you were in before you clicked the Upload -> Files button in step 3. We were in the Photos folder in this example, so the file uploaded into the Photos folder. If you want to upload a Video, start from the Videos folder and the same for the Documents folder.
6. That's it. You've now uploaded a file to Claims for review.

Labeling Uploaded Documents to OneDrive:

Please prefix all documents uploaded into OneDrive with the following coding. Please note that all photos need to be saved on a Word document. Then uploaded to OneDrive with the proper label; Pic – M16XXXX or Pic – “Ref Number”. The MV claimant number is provided on the Daily Incident Report or Weekly Incident Report.

1. Division Reports – DR-M166403 or DR-CG122
2. Police Report – PR-M166403 or PR-CG122
3. Photos – Pic-M166403 or Pic-CG122
4. Estimate – Est-M166403 or Est-CG122
5. Letter – Ltr-M166403 or Ltr – CG122
6. Video – Video-M166403 or Video-CG122
7. Invoice – Inv-M166403 or Inv-CG122
8. Tender – Tender-M166403 or Tender-CG122

4.0 REFERENCE DOCUMENTATION:

“MV” is to be understood as MV Transportation and/or its affiliated companies (collectively “Company”).

5.0 DOCUMENT CHANGE LOG:

Version	Date	Author	Change Description
1.0	8/16/2016	Shane Shelton	Original draft
1.1	8/18/2016	Shane Shelton	Added Coding
1.2	12/20/2016	Shane Shelton	Added photo saving wording under labeling

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-33 DRIVECAM

SCOPE: This policy applies to all employees who operate Company vehicles or perform work on behalf of the company.

PURPOSE: The purpose of this policy is to provide a standard to remediate improper driver behaviors while operating our vehicles. The goal is to proactively identify unsafe behaviors and improve them through coaching, retraining and, if necessary, disciplinary measures in accordance with the provisions of the Employee Handbook and applicable Collective Bargaining Agreements.

POLICY: All DriveCam events will be reviewed and evaluated for compliance with the company's policies and defensive driving standards. Drivers found acting in an improper and/or unsafe manner shall be coached towards behavior improvement and if necessary retrained and/or disciplined.

- A. Procedure: The heart of the Drive Cam program is the counseling and retraining process. In order to have a positive effect on driver behavior, events must be viewed and counseled daily, and corrective actions must be taken in a timely manner:
 1. Identify the Vehicle Operator and review the driving behavior from the DriveCam Event Log.
 2. Schedule a counseling session with the Operator at the very first opportunity (whenever possible counseling should be completed within four business days based on employee schedule after the event appears on DriveCam Event Log):
 - a. Review event with Operator (1 on 1 with Operator).
 - b. Discuss how the Operator can prevent unsafe driving acts and perform safe driving acts using the Smith System and other defensive driving techniques received during his/her training.
 - c. Have the operator sign the DriveCam Event Log form and file in the operator's personnel file.
 - d. Develop a Corrective Action Plan to provide positive feedback and further help the Operator correct unsafe driving behavior and adopt safe driving habits.
- B. Remedial actions: Remedial actions for improper behaviors identified via the DriveCam event recorder shall, generally, be progressive in nature and based on the "Event Risk Score", taking in account both the individual event score and the cumulative score earned by the driver for a specific period of time. Safety Points shall be assessed for both certain individual Drive Cam events and whenever the cumulative "Event Risk Scores" reach certain thresholds/levels (See Table 1).

	Drive Cam Events Remedial Action	
INDIVIDUAL EVENTS	DC Event Risk Score	Action
	1-8	Documented Verbal Counseling/Coaching
	9-13	Written Counseling & Refresher Training
	14+	1 Safety Point & Refresher Training
	Cumulative Event Risk Scores in 30 Days*	
CUMULATIVE SCORES (* Rolling 30-day period)	24-30	1 Safety Point & Refresher Training
	31-43	2 Safety Points & Refresher Training
	44+	3 Safety Points & Refresher Training
	SPECIFIC VIOLATIONS	
SPECIFIC VIOLATIONS	Cell Phone Violations	Per Employee Handbook
	Improper Wheelchair securement	6 Safety Points / Termination
	DC Camera Tampering	6 Safety Points / Termination
	Traffic Control Devices	3 traffic control violations in a 30-day period will result in 2 safety points.

Table 1 – DriveCam Event Remedial Action

1. Depending on the driver's past history of Drive Cam events and his/her cumulative risk scores, he/she may be assessed Safety Points for both the individual DriveCam event and/or for reaching/breaking the cumulative risk score threshold level.
 - Example 1: Driver "A" has already experienced 2 DriveCam events for a total of 10 risk points. Within the 30-day period from the first event, driver "A" experiences a third DriveCam event with a risk score of 15. In this case, the driver would be retrained and be assessed 2 Safety Points, as follows:
 - o 1 point for the individual event (with a risk score of 15) and 1 point for reaching the cumulative "risk score" threshold of 25 risk points (10+15).
2. There shall be no "double-jeopardy". When an individual event's score puts a driver in either a 2 or 3 "Safety Points" cumulative band, he/she shall receive only the higher point assessment when reaching the cumulative band (see example below):
 - Example 2: Driver "B" has already experienced multiple DriveCam events for a total of 32 risk points. Within the 30-day period from the first event, driver "B" experiences one more DriveCam event, with an event risk score of 15. In this case the driver shall be assessed only 3 safety points for having reached the "44+ points" cumulative point band and will not be assessed the additional 1 safety point for the individual "high risk score" event.
3. Any policy violation that occurs where the sole or primary means of determining a violation of the Company's policies is a method/s other than Drive Cam, employees shall be disciplined in accordance with the appropriate MV policy, Employee Handbook or appropriate section of an applicable collective bargaining agreement.

Date Filed / Revision Date	Description of Change

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Safety Policy S-34 AIR-BRAKE VEHICLE SECUREMENT

SCOPE: This policy applies to all employees of MV Transportation, Inc.

POLICY: It is the policy of this Company that all air-brake equipped vehicles shall be properly parked and secured whenever the bus operator is not in attendance of the vehicle or sitting in the driver's seat.

The use of wheel chocks is mandatory whenever parking air-brake equipped vehicles.

Whenever two operators are "in transition" on the same bus (i.e.: at a transfer terminal), the "outgoing" operator shall properly park/secure the bus and both "Incoming" and "Outgoing" operators shall ensure that:

- a) Gear is in "Neutral"
- b) Parking Brake is engaged
- c) Wheel Chock blocks are in place

All operators shall use the procedure set forth in this policy whenever they are parking the bus, whether during the duty day or at the end of their work-shift.

There shall be "Zero Tolerance" for violations of this policy. Violations of this policy shall be considered a "Major Incident" and will result in termination of employment, as detailed in the Employee Handbook.

PROCEDURE:

The following steps must take place any time an operator who was physically in control of the bus completed his or her driving duty and are parking the bus at a layover, transit terminal, bus depot, division's yard, etc.

1. Always park at a safe and designated stop.
2. Once you make a complete stop, while still holding the service brake put the bus gear in Neutral.
3. Engage the parking brake.
4. Turn the engine OFF.
5. Release the front door air valve.
 - a. Note: When you release the front door air valve your door handle will no longer be operational.
6. Open the front door manually.
7. Never reach through the driver's window to operate any controls/switches (i.e.: open or close doors, start, stop, etc.) from outside the bus. All "operating" actions must be accomplished only from the driver's compartment inside the vehicle.
8. Chock the wheels by placing the vehicle's chock blocks under the bus' front right wheel.

As a general rule, if an operator needs to leave the bus unattended for any reason, that bus shall be secured in the same manner as if parked for the day and leaving the bus for the night.

Should a Division not be able to abide by this policy due to local client requirements, they need to obtain an "exception to policy" approval in writing from their VP of Safety or the Company's SVP of Safety.

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-35 SAFE DRIVER AWARD RECOGNITION PROGRAM

SCOPE: This policy affects all full time drivers for MV.

PURPOSE: The purpose of this policy is to describe the recognition program for those drivers who have achieved the MV professional standard of safe driving performance.

POLICY: It is the policy of this Company that every full time driver will be recognized for driving safely and preventing incidents.

PROCEDURE:

I. QUALIFICATIONS FOR SAFE DRIVER AWARDS

A. Award Period:

To qualify for the following safe driver awards, a driver must complete 12 months of driving without a preventable incident or LOA longer than 30 days and injury from date of hire from a year to year basis. A LOA longer than 30 days will be added to the original anniversary date and this will be the new anniversary date.

Completion of the consecutive period means the driver has successfully completed one award year.

If a driver has one (1) or more preventable incidents during this period, he/she must begin again to accumulate the required 12 consecutive months of operation without a preventable incident. If the driver has a LOA longer than 30 days, the total days of leave will be added to the anniversary date and this will be the employee anniversary date going forward.

B. Subsequent Awards:

To qualify for the 1-year and subsequent awards, a driver must complete the twelve (12) consecutive months of driving without a preventable incident for each subsequent safe driver award year.

If, during any award year, a driver has a preventable incident, that award year must be completed and the driver must drive an additional twelve (12) consecutive months without a preventable incident in order to earn the award involved (i.e.: the anniversary date for the award will be pushed back 12 months).

All preventable collisions, passenger injuries, vehicle off-road, other "moving" accidents and incidents and preventable "on-the-job injuries" incurred by the driver will be recorded on the drivers' safe driving records. Accidents and incidents involving passenger falls while boarding or alighting will not affect this safe driving award records unless the driver contributed to such incident by failing to follow proper procedures.

SPECIAL CIRCUMSTANCES:

A. Absence from Active Service due to Sick Leave, Leave of Absence, Vacation, Furlough, etc.

Any absence from active service through leave of absence, furlough, injury, illness, or separation from driving for any reason, excluding earned vacations, for a period of thirty (30) consecutive days or longer, will cause the driver's anniversary date to be delayed by the time length of that absence period.

When a driver selects to take vacation while on sick leave, the award anniversary date will be delayed by the entire sick leave period (including vacation time), provided such period is of 30 days or more duration. However, if a portion or all of the vacation is taken immediately preceding or following sick leave without the driver having returned to work in between, delay of the anniversary date will only be made for that portion covering the sick leave period, and then only if the sick leave period consists of 30 days or more.

It should be noted that the driver's award date never changes unless sick leaves, leaves of absence or furloughs are involved.

B. Temporary Suspension

Temporary suspension, when applied for disciplinary measures, will be considered as time lost for safe driver award purposes, and the anniversary date will be delayed from the first day of suspension to its termination, but only when suspension consists of 30 days or more.

C. **Reinstatement**

Any driver who is discharged and later reinstated will be given credit for previously earned awards, plus any partial year earned before discharge, but will be required to drive the necessary time without a preventable incident after being reinstated before the next award can be earned. Lost time in such cases will be made effective from the date last at work prior to discharge, to the date of return to work following reinstatement, but is applicable only in such cases where the out of service period consists of 30 days or more.

D. **Re-employment**

Any driver who resigns in good standing and is rehired as a new employee will be given credit for previously earned awards, plus any partial year earned before resigning. The driver will be required to drive the necessary additional years, months and days without a preventable accident from date of rehire before the next award can be earned.

E. **Preventable Incidents**

For award purposes, a preventable Incident is any Incident in which a driver failed to do everything possible to prevent or avoid an accident. Our central defensive driving rule states:

"It is the responsibility of a professional driver to drive in such a manner as to identify accident producing situations soon enough to take reasonable and prudent action to avoid an accident."

MV safe driving standards protect drivers from being charged for an incident if there was nothing that reasonably could have been done to prevent it. However, such incidents are rare. The facts regarding each incident must be considered carefully before deciding whether or not it was preventable. Management rules on preventable incidents subject to guidelines in the MV Safety Manual (Safety Policy # 1 – Preventability Determination). Drivers may appeal rulings consistent with policy and contract language on the subject.

Responsibility to prevent or avoid incidents goes beyond carefully observing traffic rules and regulations. MV drivers are expected to drive so as to prevent becoming involved in incidents in spite of hazards of weather, road, traffic conditions, or the faults of other driver's and their failure to operate safely.

Please refer to the MV Safety Manual (Policy #1, Incidents - Determining Preventability) for guidelines in determining incident preventability.

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-36 MOBILITY IMPAIRED PASSENGERS - PERSONAL SAFETY RESTRAINTS

SCOPE: This policy applies to all employees and contractors of MV Transportation, Inc.

PURPOSE: The purpose of this policy is to outline the protocols and procedures relative to mobility-device users' use of personal restraint safety devices.

POLICY: The safety of our passengers is the Company's first and highest consideration. It is the policy of MV transportation, Inc. that all mobility-impaired passengers who are using a mobility device (i.e.: wheelchair, scooters, etc.) shall be offered and highly encouraged to use personal restraint safety devices (i.e.: seatbelts or "posey belts" – type safety devices) while being transported aboard company vehicles.

Should a passenger decline or refuse to use such safety devices, the driver shall notify his/her dispatcher of such refusal and a record of such refusal shall be made for documentation purposes.

PROCEDURE:

- A. Drivers shall offer and highly encourage the use of passenger securement devices (i.e.: seatbelt/Posey belt) to ALL passengers using a mobility device (i.e.: wheelchair, scooter, etc.) as a matter of standard operating procedure.
- B. Should a passenger refuse (or decline) the use of such restraint device, the driver and Division shall RECORD AND DOCUMENT ALL REFUSALS, as follows:
 1. Driver shall immediately notify his dispatcher of the passenger refusal of the restraint device:
 - a. ALL refusals shall immediately be called in to dispatch by the driver.
 - b. Drivers in DriveCam-equipped vehicles shall also activate the DriveCam device and state the passenger's refusal of the restraint device on the camera.
 2. The dispatcher shall record the refusal in a log. This refusal log can be of any suitable type or nature appropriate for the Division's operation (paper log, Excel spreadsheet, Trapeze, etc.).
 3. The refusal log, at a minimum, shall contain the following information:
 - a. Date
 - b. Driver name
 - c. Trip/Schedule Number
 - d. Time
 - e. Passenger Name
 - f. Trip Origin / Pick-up location
 - g. Trip Destination / Drop-off location
 - i. Notes detailing the event
- C. The refusal log shall be maintained at the Division and shall be made available for inspection and/or reference as needed in response to investigations of passenger "fall out of the wheelchair" injuries or incidents.
- D. Should a Division's contract not allow the use of lap-belts/safety restraints for wheelchair passengers, the Division GM needs to contact their respective VP of Safety for guidance. If the VP of Safety concurs that the contract does not allow the use of such safety/restraint devices, he/she will prepare and forward a Memorandum for file to the COO and Group President detailing the reasons why the division is precluded to follow the passenger securement procedures detailed in this policy.

Date Filed / Revision Date	Description of Change



MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-37 NEW DRIVER ASSESSMENT / VALIDATION

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate buses or other revenue vehicles.

PURPOSE: To ensure new drivers are operating their vehicles in accordance with MV's standards of safe driving performance

POLICY: It is the policy of the Company that all new driver hires shall receive a formal and thorough evaluation of their driving skills and a safety performance review/assessment at 45 days and 75 days from their date of hire.

PROCEDURES:

1. Complete a SF-3 (Driver Safety Profile and Record Summary) Form for each new driver in advance of the meeting with the driver.
2. Review DriveCam history/trends and overall safety record, in detail, with driver. Identify areas of "need improvement" or "good performance".
3. Conduct a thorough "Road Test" on each new driver and document on Form SF-1. Road Test shall be conducted by a certified BTW or other qualified individual (BTW is preferred).
4. The intent of the road test is to verify that the driver is operating the vehicle in accordance with our safe-driving performance standards (the standards taught in the driver training school and outlined in both the Student Guide and BTW manual).
5. Should the record review or the Road Test indicate areas of weakness and the need for additional training, the driver shall be scheduled for a full refresher training session addressing these areas within 10 days of this 45/75 day review.
6. Should a driver "fail" his/her "75-day" assessment, the Division General Manager, in coordination with the Area Safety Director, shall make a decision whether to retain and retrain the driver or take other administrative actions, up to and including separation from the Company.

These formal driver skills assessments shall be performed at the 45 day and 75-day timeframe. Note: It is critical that this final "75 day" assessment be completed before the end of the driver's "90 day probationary" period.

The intent of the process is to ensure all new drivers properly apply and execute the defensive driving standards they were taught in their Driver Training School courses and apply them properly during the course of their work.

Any exception to this policy must be approved by both the Regional Vice President and the VP of Safety for the division. The Sr. VP of Safety shall be the final decision maker in cases of non-concurrence.

Date Filed / Revision Date	Description of Change

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Safety Policy S-38 PARKING CONE POLICY

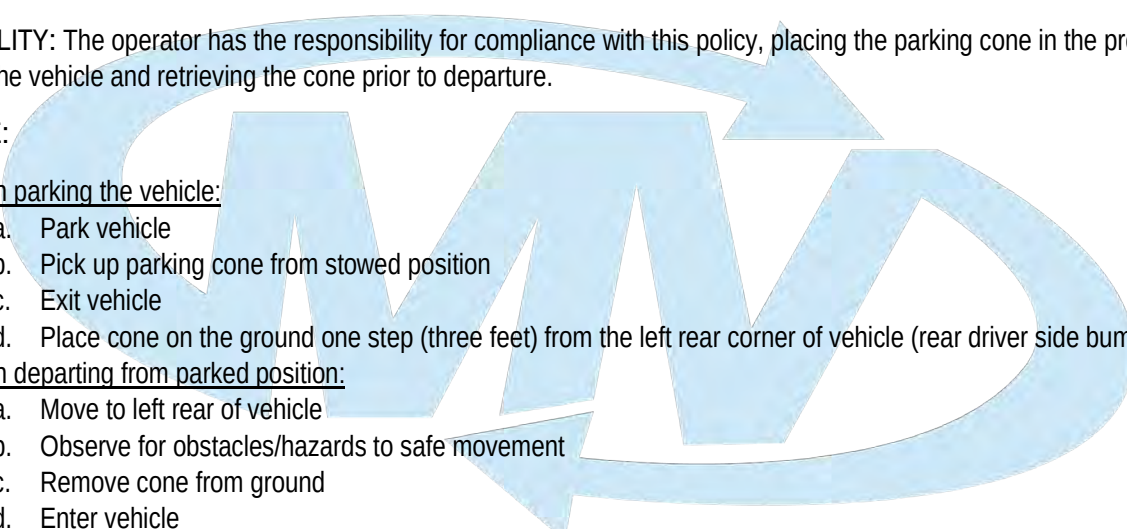
SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate paratransit vehicles.

The intent of this policy is to reduce backing/fixed object collisions by ensuring all drivers walk to the rear of their vehicle prior to movement and observe surroundings for hazards/obstacles. This policy has the additional benefit to provide other motorists/driver with a visual warning of the parked vehicle and possibly preventing "parked bus" collisions.

POLICY: It is the policy of this Company that whenever a driver parks his/her bus for more than five (5) minutes, for any reason, whether in revenue service, lunch breaks, or at end of duty, he/she shall place a high-visibility parking/safety cone on the ground at the left rear corner of the vehicle (driver's side, rear bumper). The driver shall pick up and secure the parking cone prior to departure from the parking position and after making sure there he/she is aware of any obstacles in his/her intended path of travel/movement.

RESPONSIBILITY: The operator has the responsibility for compliance with this policy, placing the parking cone in the proper position after parking the vehicle and retrieving the cone prior to departure.

PROCEDURE:

- 
- A. When parking the vehicle:
 - a. Park vehicle
 - b. Pick up parking cone from stowed position
 - c. Exit vehicle
 - d. Place cone on the ground one step (three feet) from the left rear corner of vehicle (rear driver side bumper)
 - B. When departing from parked position:
 - a. Move to left rear of vehicle
 - b. Observe for obstacles/hazards to safe movement
 - c. Remove cone from ground
 - d. Enter vehicle
 - e. Secure cone for movement (stow cone in safe position)
 - f. Depart

Date Filed / Revision Date	Description of Change

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Safety Policy S-39

LOCATION SAFETY COMMITTEES

SCOPE: This policy shall apply to all operating divisions and facilities of the Company with more than 10 employees

POLICY: A Location Safety Committee (LSC) will be required and established at each division facility with more than 10 employees. Safety committees are not only a proven best safety practice but are also required by State and Federal regulations.

The primary function of the committee is to work as a team in creating and maintaining a safe work environment for fellow employees and helping with system safety and security at the division. The LSC is also responsible hazard reduction and hazard resolution.

Committee Members: The LSC shall be headed by either the Division's General Manager or Safety Manager and should be made up in equal numbers of member of management and hourly staff. A committee should not exceed 10 members.

An example of an LSC membership is below:

- General Manager
- Safety Manager
- Staff Person (Assistant Manager, Clerk, Dispatcher, etc.)
- Maintenance representative (required if maintenance performed at division)
- Drivers representatives (number of drivers should not exceed one driver per 25 vehicles)

It is recommended that staff and maintenance members

of the review board voluntarily serve one-year terms commensurate with the MV Transportation budget year. However, the General Manager and the Safety Manager are required positions on the committee.

Meetings: It is recommended that the Manager leading committee meetings establish the appropriate time and frequency for Safety committee meetings to fit the schedules and needs of the division. The committee should meet once a month at a minimum however less frequent meetings (i.e.: bi-monthly or quarterly) are allowed for divisions with less than 20 employees. At locations where vehicle incidents or workers' compensation frequency is high, the committee should meet more often than the minimum requirements (i.e.: bi-weekly). Agenda topics should include review of unsafe acts or conditions found at the facility, a review of DriveCam trends and most frequent violations, a review of incidents or "near misses" involving vehicle operations, equipment or employee injuries, as well as a review of old and new business.

LSC Committee activities: The committee should provide input/ideas to ensure a safe work environment is established and maintained. Employees exhibiting safe work habits will be identified and reported to the committee. The committee will determine the manner in which safe practices or behavior should be recognized at the facility. All unsafe conditions will be reported to the manager/supervisor and the committee will determine or recommend remedial/corrective action. The committee will encourage fellow employees to work in a safe manner, provide input/ideas for safety posters/messages at the workplace, and promote a safe work environment through input/ideas for safety topics at monthly safety meetings.

Other specific safety and security-related tasks of the LSC are as follows:

- Coordinate safety activities of the division.
- Meet to evaluate and resolve safety issues at the division level.
- Conduct special meetings as necessary at the request of Management.
- Compile pertinent location safety data to identify and assess operational risk.

- Review DriveCam trends and pertinent events/clips
- Review repeater trends/behavior and determine appropriate countermeasures to improve driving behaviors.
- Perform analyses to identify safety problems related to maintenance activities.
- Use Committee consensus to develop hazard resolutions.
- Review facility action plan for currency
- Coordinate and plan at least one annual emergency preparedness and fire drill.

Date Filed / Revision Date	Description of Change



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Safety Policy S-40

FIXED-ROUTE SEATING

SCOPE: This policy applies to all drivers for MV Transportation, Inc.

POLICY: The safety of our passengers and operators is a major concern of MV Transportation. Traffic conditions may require the vehicle operator to make sudden stops, turns, or maneuvers.

The seating of passengers will ensure a safer ride. Passengers will be asked to take a seat if one is available prior to the movement of a vehicle. This will also be communicated through strategically placed signs within the interior of the vehicle.

Passengers have the right to refuse to take seat and will always provided transportation regardless.

PASSENGER REFUSAL:

If a passenger refuses to be seated, the operator must call into dispatch, and dispatch must make note of the refusal.

Note: If the dispatch function is not performed by MV Transportation the driver is still required to call in for recording purposes.

TRAINING:

All new drivers will be instructed on the seating policy in a fixed-route vehicle. This instruction will take place while the driver is undergoing MVT's new-hire training. All current and existing drivers will have this revised policy made part of their annual safety meeting training session and covered at least once a year in future safety meetings.

All operators will sign an acknowledgement sheet confirming the training. The Acknowledgement Sheet will be maintained as part of their individual training file.

COMPLIANCE MONITORING:

All General and Safety Managers will be responsible to ensure compliance with this policy by having their staff monitor compliance of their operators.

This policy only applies to fixed-route vehicles when an open seat is available.

This policy becomes effective 1/1/12

Date Filed / Revision Date	Description of Change

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Safety Policy S-41

CURB STRIKE

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate buses or other revenue vehicles.

POLICY: It is the policy of MV Transportation, Inc. that anyone operating a vehicle will use caution and will be aware of the space around the vehicle. It is the policy of this company that avoiding striking the curb and fixed objects is the sole responsibility of the driver at the controls. Curb strikes may vary in severity, but they do have the potential to lead to claims. A curb strike will need to be called in as a preventable collision and confirmed as a "collision" on DriveCam online if certain criteria is met.

RESPONSIBILITY: The operator has the sole responsibility for maneuvering the vehicle safely and use reference point training to avoid striking fixed objects, to include but not limited to curbs.

PROCEDURE: In the event of a curb strike, this incident is required to be called in as a preventable accident and confirmed as a "collision" event on DriveCam if one of the below four items occur:

1. A passenger is significantly jostled and could potentially file a claim.
2. Any damage is caused to any part of the vehicle including the tires.
3. More than one of the vehicles' tires leaves the
4. designated roadway.
5. If the g-force recorded meets or exceeds .55 regardless if there is damage to the vehicle.

If the curb strike is minor and none of the above occurs, the division does not need to call the incident in as a reportable accident, and the division should select "no collision" on the DriveCam event. The DriveCam review team should then select "judgment error" which is a scored, coachable event that will require the driver to come in for coaching and/or retraining.

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Safety Policy S-43

ROAD CALL VEHICLE SECUREMENT

SCOPE: This policy applies to all Maintenance and Utility Employees of MV Transportation, Inc. The intent of this policy is to ensure the security and personal safety of all MV Employees when performing maintenance or vehicle roadside assistance.

POLICY/PROCEDURE: It is the effected employee's responsibility to ensure that the vehicle and working environment is secure from controllable risks and hazards.

Any employee required to work near moving traffic must wear appropriate Personal Protective Equipment (PPE)

1. Safety vest – High visibility Class II required. Note: A high visibility uniform does not meet this requirement. A vest must be worn. If wearing protective weather gear, ensure it is highly visible from a minimum distance of 100 feet.

Upon arriving at the service location, the technician should:

1. Activate 4-way hazard lights on service vehicle.
2. Ascertain if the service can be performed in a safe manor to which the employee or vehicle is not immediately exposed to oncoming traffic or other hazards.
3. Place hazard triangles/Cones 10 feet and 50 feet behind the service vehicle, as well as 50 feet in front of the vehicle. All cones should be placed in the center of the lane.
4. Place wheel Chalks under both sides of the front tire away from traffic
5. Ensure the vehicle gear is placed.
6. Verify all brake systems are fully engaged (parking / emergency, etc.)
7. Instruct the operator to exit the seat unless they are required to operate any function of the bus and only at the direction of maintenance personnel.

When the Technician is ready to move the vehicle, they can do so only after verifying the parking brake is still engaged; he or she can then remove the wheel chocks, disengage the brake(s) and move the vehicle.

Before leaving the scene, retrieve the caution triangles and cones and use all safety precautions when preparing to reenter traffic.

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Safety Policy S-44

STALL TESTING

SCOPE: This policy applies to all Maintenance Employees of MV Transportation, Inc.

POLICY: It is the policy of this Company any Maintenance Employee performing a stall test follow the procedures outlined below without exception.

PROCEDURE: Stall testing, while a common practice, is not without risk.

This type of test should only be conducted by trained technicians that understand when stall testing should be utilized as directed per manufacture's guidelines.

At no time should an untrained person be asked to conduct or assist on a stall test.

Stall tests should not be conducted in an area where personal injury or property damage may occur in the event of a procedural error.

When preparing for the test the steps below should always be followed:

- Only conduct stall tests as described by vehicle manufacture's procedures and only if trouble shooting processes states the stall testing is required.
- Testing should be conducted in a safe area, with no obstructions in front or behind vehicle. An open location in the parking lot should be utilized.
- Wheels must be chocked
 - Wheel chocks should be utilized. The standard orange wheel chocks used for securing an airbrake vehicle should not be used. Engine torque can cause the vehicle to roll over these types of chocks.
 - Wheel chock RWC-25, #245683 from Conney Safety is the approve wheel chock.
 - At least both front wheels should be chocked to prevent wheels from turning.
- If the vehicle does not have an interlock to prevent throttle application, the parking brake should be applied during the testing procedure.

The above steps must be followed anytime a stall test is conducted. Failure to follow the above steps will result in progressive disciplinary actions up to and including termination.

Date Filed / Revision Date	Description of Change

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Safety Policy S-45

ELECTRONIC DISPLAYS – SAFETY VISION

SCOPE: This policy applies to all employees of MV Transportation, Inc. who are responsible for maintaining the Electronic Score Boards within their respective divisions. The Safety Vision program is an educational tool which allows a division to communicate to the drivers and staff with consistency and support from corporate initiatives. These displays are intended to promote safety through the use of slides, posters, videos, and real time social media feeds.

POLICY: It is the policy of MV Transportation that when deployed, the Electronic Safety Screens reflect correct and up to date information. The first several slides, referred to as the 'Score Board' display information that is tied into local and company-wide initiatives including, but not limited to, the Key Performance Indicator (KPI) Dashboard. As such, divisions shall maintain and update these key indicators on a daily basis. It is the policy of MV Transportation that all Safety Vision displays remain current and reflect accurate content. If a display is not functioning properly, a support request shall be completed and sent to MVFocusOnSafety.com or by notifying Safety Compliance.

RESPONSIBILITY:

The General Manager has the responsibility for to ensure that all displays are always on and up to date. The General Manager may designate the Safety Manager to update the Score Board slides where appropriate. The Area Safety Director is responsible for monitoring the displays in their region to ensure compliance.

PROCEDURE:

The Score Board is required to be accurate and updated on a daily basis. It shall consist of the following:

1. Division name and number
2. Number of accidents, month to date
3. Number of days without a preventable accident
4. Number of injury free days
5. Safety Meeting Schedule

DISPLAY CONTENT:

Non-Score Board slides are available to use as the division deems necessary. It is encouraged that locations use photographs of staff and events to recognize safety accomplishments, participation in monthly safety meetings, safety campaigns, pull outs, etc. At no time will the displays be used to convey negative content, specific to individuals. When regulated by Collective Bargaining Agreements, individuals' names shall not be posted. Birthdates should not be displayed unless the employee has provided consent. If using photographic evidence to educate and showcase poor behavior, the specific employee shall not be identifiable in the photographs unless consent was obtained prior to the posting. Corporate will maintain and update companywide content and may use the displays to convey campaigns and information to staff, with or without notice.

EMERGENCY ALERTS:

In the event of a natural disaster or emergency, Corporate may temporarily suspend local content in order to convey emergency instructions or information.

ASSIGNED EQUIPMENT:

Although the computer and display monitor may differ at each location, it shall not be repurposed for occasional or permanent use elsewhere once it has been installed and assigned to the Safety Vision project. If the display becomes defective, the division shall notify Safety Compliance via the before mentioned website as soon as practical. Because the equipment maintains a two-way communication with corporate, the system must remain online continuously. It should not be disconnected from the network at any time.

SUPPORT: Support and training instructions can be found for this device by going to MVFocusOnSafety.com. Support requests may also be submitted online at the same location.

Date Filed / Revision Date	Description of Change



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Safety Policy S-46

SAFETY VEST

SCOPE: This policy applies to all employees of MV Transportation, Inc. except at divisions where the client contract does not allow for safety vests to be worn.

The intent of this policy is to ensure visibility and enhance the safety of all personnel in the yard, on the skills course, in the field outside of the vehicle or while completing service calls.

POLICY: It is the policy of MV that whenever employees are in the yard or on the skills course that each person will wear a company issued reflective vest. A safety vest is also required to be worn anytime a driver, mechanic, or utility employee is working in the yard regardless of the time of day. A vest should also be worn whenever a mechanic or utility worker is completing a road call. If, however, a mechanic or utility worker is wearing a uniform with reflective stripes during their shift, they would not be required to wear a reflective vest.

RESPONSIBILITY: All employees who have been issued a safety vest will be required to keep it clean and in good condition. If the vest needs to be replaced due to normal wear and tear, it should be done so in accordance with the division's uniform policy.

Any employee not wearing the required safety vest will receive discipline in accordance with company policy or the local Collective Bargaining Agreement.

Date Filed / Revision Date	Description of Change



COUNCIL COMMUNICATION

CC #: 0927
File #: 0800-03

Title: California Greenhouse Gas Cap-and-Trade Program – 2021 Directly Allocated Allowance Allocation
Contact: David Siao 916-746-1613 dsiao@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution directing all 341,483 of the City's 2020 directly allocated allowances under the state's Greenhouse Gas Cap-and-Trade Program to Roseville's compliance account for its direct compliance obligation.

BACKGROUND

In 2006, the State of California passed Assembly Bill 32 (AB 32), the "Global Warming Solutions Act of 2006." This law created the statewide Cap-and-Trade program designed to reduce greenhouse gas (GHG) emissions in California to 1990 levels by 2020. To address the City's legal and fiscal responsibilities under the California Greenhouse Gas Cap-and-Trade Program, Roseville Electric developed a Greenhouse Gas Cap-and-Trade Program that was approved by City Council in August 2012, and was revised in February 2013. This program defines how Roseville Electric will use the emission allowances it receives from the State each year.

Prior to the first business day of September, the City must allocate the succeeding calendar year's allowances between those used to meet its direct compliance obligation and those to be auctioned with Roseville receiving the proceeds. Roseville's direct compliance obligation is accrued from Roseville Energy Park (REP) generation and out-of-state imports of electricity.

Roseville will receive 341,483 allowances of 2021 vintage. Roseville Electric will apply directly allocated allowances to the compliance obligations associated with Roseville Energy Park (REP) generation as well as out-of-state imports of electricity. Since 2018, Roseville has been importing considerably more energy from out of state, and should set aside a proportionate amount of allowances for the associated emissions. In addition, Roseville will enter the Energy Imbalance Market (EIM) in 2021 and has negotiated lower fuel related costs at the REP, which will increase its opportunity to run with a proportionate increase in emissions. Finally, there is potential for Roseville's future allowance allocations to be reduced.

Accordingly, staff recommends all 341,483 vintage 2021 directly allocated allowances be directed

to Roseville's compliance account, and 0 allowances be directed to Roseville's limited use holding account for consignment to auction. Allowances can be banked and do not expire, so any unused allowances can be applied towards future compliance obligations. Under state law, the City is required to allocate its allowances annually.

FISCAL IMPACT

There is no direct fiscal impact associated with the allowance allocation. The value of the allowances is estimated at approximately \$6 million and will be used to offset greenhouse gas compliance costs Roseville otherwise would have incurred.

ENVIRONMENTAL REVIEW

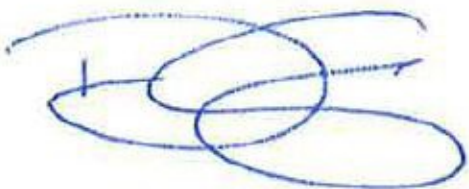
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The California Greenhouse Gas Cap-and-Trade Program – 2021 Directly Allocated Allowance Allocation meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

David Siao, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-326

RESOLUTION NO. 20-326

APPROVING THE ALLOCATION OF 341,483 OF CITY'S 2021 GREENHOUSE
CAP-AND-TRADE PROGRAM ALLOWANCES

WHEREAS, the City Council approved the Roseville Greenhouse Gas Cap-and-Trade Program in August 2012 and updated said program in February 2013; and

WHEREAS, this program defines how Roseville Electric will use the emission allowances it receives from the State each year; and

WHEREAS, each year the City must allocate the following calendar year's allowances between those used to meet its direct compliance obligation and those to be auctioned with Roseville receiving the proceeds;

WHEREAS, the City's 2021 allocation of Greenhouse Cap-and-Trade Program allowances is 341,483; and

WHEREAS, staff recommends all 341,483 vintage 2021 directly allocated allowances be directed to Roseville's compliance account and 0 allowances be directed to Roseville's limited use holding account for consignment to auction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby approves all 341,483 vintage 2021 directly allocated allowances be directed to Roseville's compliance account and 0 allowances be directed to Roseville's limited use holding account for consignment to auction.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0941
File #: 0900-02

Title: Dry Creek Trunk Sewer Bank Stabilization Project – Mitigation Fee Agreement
Contact: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a Mitigation Fee Agreement for the Dry Creek Trunk Sewer Bank Stabilization project with the County of Placer, and authorize the City Manager to execute it.

BACKGROUND

On June 14, 2014, the City Council approved the Dry Creek Trunk Sewer Bank Stabilization Project. The project entailed installing vegetated rock slope protection (VRSP) bank protection along a segment of channel bank that had eroded within Dry Creek in order to protect an existing 39-inch sewer line directly adjacent to the eroded area. To accommodate the planned VRSP, the project required bank cuts in certain areas due to the existing steep slope. VRSP was placed in the creek bed and along the bank.

A California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement (permit) was issued for the project, and required a revegetation plan and in-kind replacement of native trees removed as part of the project. The permit requires that all plantings have a minimum 75% survival rate after five years. Staff determined that the onsite plantings will not meet the success criteria, and CDFW then authorized the City to purchase compensatory mitigation in-lieu of onsite plantings, with the condition that mitigation be purchased from a CDFW approved mitigation bank.

CDFW coordinated with the City to locate available mitigation credits, and ultimately recommended that the City meet its required mitigation obligation by contributing to the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan (the "HCP/NCCP"). Specifically, a component of the HCP/NCCP, the Western Placer County Voluntary Interim In-Lieu Fee Program ("VIILF Program"), covering western Placer County. The VIILF Program has been authorized by state and federal regulatory agencies to provide compensatory mitigation for impacts to aquatic resources.

FISCAL IMPACT

The Mitigation Fee Agreement is necessary to meet the mitigation requirement for the Dry Creek Trunk Sewer Bank Stabilization Project, in the amount of \$37,500.00, from the Western Placer County Voluntary Interim In-Lieu Fee Program. Funding for the mitigation component of the project is provided under the capital improvement projects for the South Placer Wastewater Authority (SPWA). This project has been fully funded and authorized by the SPWA board.

ENVIRONMENTAL REVIEW

CEQA compliance for the proposed Dry Creek Trunk Sewer Bank Stabilization Project was completed in June, 2014. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed action does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Terri Shirhall, Environmental Coordinator

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-335

Mitigation Fee Agreement

RESOLUTION NO. 20-335

APPROVING A MITIGATION FEE AGREEMENT, BY THE CITY OF ROSEVILLE AND
THE COUNTY OF PLACER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Mitigation Fee Agreement for the Dry Creek Trunk Sewer Bank
Stabilization project, by and between the City of Roseville and the County of Placer, has been
reviewed by City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

MITIGATION FEE AGREEMENT FOR THE DRY CREEK TRUNK SEWER BANK STABILIZATION PROJECT
(PERMIT NUMBER: 1600-2013-0274-R2)

This Agreement is entered into this ____ day of ____, 2020 by and between THE COUNTY OF PLACER, a political subdivision of the State of California, ("**County**") and the CITY OF ROSEVILLE, a Municipal Corporation ("**City**"), jointly referred to as the "**Parties**" and individually as "**Party**" as follows:

RECITALS

- A. The County, the City of Lincoln, the Placer County Water Agency, and the South Placer Regional Transportation Authority, are developing a joint habitat conservation plan and natural community conservation plan for western Placer County, the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan (the "**HCP/NCCP**"). The HCP/NCCP is intended to protect and enhance ecological diversity and function in western Placer County, while allowing appropriate and compatible growth and development to occur in accordance with certain environmental laws. A primary goal of the HCP/NCCP is to fulfill the requirements of the federal Endangered Species Act and the California Natural Community Conservation Planning Act in order to obtain authorizations for the incidental take of certain covered species that may result from these activities.
- B. In addition to the proposed HCP/NCCP, the County has developed the Western Placer County In-Lieu Fee Program ("**ILF Program**") covering western Placer County. The ILF Program has received approval from the Sacramento District of the U.S. Army Corps of Engineers, Region IX of the U.S. Environmental Protection Agency, and the Central Valley Regional Water Quality Control Board to offer Aquatic Resource Credits as compensatory mitigation for impacts to Aquatic Resources regulated pursuant to Section 404 of the Clean Water Act. The ILF Program is administered and implemented by the County. Until such time as the HCP/NCCP is approved, the County has adopted a "Voluntary Interim In-Lieu Fee Program" (VIILF Program), which is also administered by the County.
- C. The City is seeking to fulfill the conditions of SAA 1600-2013-0274-R2, issued by the California Department of Fish and Wildlife (CDFW) for construction of the Dry Creek Trunk Sewer Stabilization Project, as described in Exhibit "A" attached hereto, which required in-kind replacement of native trees. The remediation plantings have not been successful, and the City seeks to contribute to the County's VIILF Program in-lieu of onsite remediation.
- D. The City, as the permittee for the Dry Creek Trunk Sewer Bank Stabilization Project has been authorized by CDFW to transfer thirty-seven thousand five hundred dollars (\$37,500) into the County's VIILF Program as unspecified "Other Funding" as a condition of its Streambed Alteration Agreement (SAA #1600-2013-0274-R2) for the Project as described in Exhibit "A". Roseville agrees to pay the same and the County agrees to accept these funds subject to the terms and conditions herein set forth. These funds will offset impacts identified in SAA-1600-2013-0274-R2.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **Term.** This Agreement will be effective as of the last date of execution of the same (the "**Effective Date**") and shall remain in effect until the date of sign off by CDFW on the Streambed Alteration Agreement
- 2. **Funding.**
 - a. **Payment.**
 - i. Roseville agrees to pay thirty-seven thousand five hundred dollars (\$37,500) ("City Funds") into the County's VIILF Program account within thirty (30) days of the Effective Date of this Agreement.

- ii. Payment of City Funds does not constitute a transfer of compensatory wetland mitigation credits from the VIILF Program or from the ILF Program, once the same is adopted.

b. Funds Management.

- i. The County will hold the City Funds in its "Other Funding" category of its VIILF Program account.
- ii. The County agrees to use the City Funds to further the restoration and enhancement of conserved lands in western Placer County in cooperation with the City and CDFW.

c. Funds Transfer.

- i. If the HCP/NCCP is approved and adopted, County may, in its sole discretion, transfer the City Funds to the Placer Conservation Authority ("PCA"), the joint exercise of power authority responsible for implementing the HCP/NCCP, concurrent with the County's transfer of its responsibilities under the ILF Program to the PCA.
- ii. If the HCP/NCCP is not approved and adopted, any portion of the funds received by the County that remain unexpended pursuant to this Agreement will be retained by the County as part of the VIILF Program.

3. **No Sale or Transfer.** The payment of City Funds to the County will not be construed as a sale or transfer to Roseville of a security, license, lease, easement, or possessory or non-possessory interest in real property, or the granting of any interest in any of the foregoing.

4. General.

- a. **Breach.** Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either Party to perform any term or provisions of this Agreement will constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the Party alleging such default or breach will give the other Party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30)-day period, the Party charged will not be considered in default for purposes of termination or institution of legal proceedings. After notice and expiration of the thirty (30)-day period, the other Party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or terminate this Agreement by giving written notice of termination to the other Party.
- b. **Venue.** All legal actions will be initiated in either the Superior Court of the County of Placer or County of Sacramento, State of California, or in the Federal District Court in the Eastern District of California.
- c. **Interpretation.** This Agreement will be construed and enforced in accordance with the laws of the State of California.
- d. **Indemnification.** City agrees to and will defend, indemnify and hold County, its elective and appointive boards, commissions, officers, agents and employees harmless from any and all third party lawsuits, claims, challenges, damages, expenses, costs, including attorney's fees that may be awarded by a court, or in any actions at law or in equity arising out of or related to the processing, approval, execution, adoption or implementation of this Agreement or City's payment of the City Funds to County or any actions for enforcement of the Streambed Alteration Agreement. County will retain the right to appear in and defend any such action or lawsuit on its own behalf regardless of any tender under this provision. In the event of any legal action instituted by a third party or other governmental entity or

official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending said action.

- e. **Third Party Interest.** This Agreement is made and entered into for the sole protection and benefit of City, CDFW, and County and their successors and assigns. No other person or entity will have any right of action based upon any provision in this Agreement.
- f. **Severability.** Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this Agreement will be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived will have the option to terminate this entire Agreement from and after such determination.
- g. **Other Necessary Acts.** Each Party will execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.
- h. **Entire Agreement.** This Agreement, inclusive of its Recitals and Attachments, constitutes the entire understanding and agreement of the Parties.
- i. **Authority and Execution.** Each Party executing the Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which is purports to bind.
- j. **Counterparts; Electronic Signature.** This Agreement may be signed in identical counterparts, each of which will be considered a fully- executed original. In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties enter into this Agreement as follows.

THE COUNTY OF PLACER

By: Todd Leopold Date: 7/15/2020
Todd Leopold

Title: County Executive Officer

CITY OF ROSEVILLE

By: _____ Date: _____

Title: _____

EXHIBIT A

PERMIT NUMBER: 1600-2013-0274-R2 DRY CREEK TRUNK SEWER BANK STABILIZATION PROJECT

The project consists of stabilizing a section of the Dry Creek to protect a 39-inch sewer line that due to stream meander lies much closer to the eroding bank. Work within Dry Creek will include construction of vegetated rock slope protection (VRSP) bank protection along a segment of channel bank that has eroded. The existing stream bank where VRSP is proposed is steeper than the recommended maximum bank slope for VRSP.



COUNCIL COMMUNICATION

CC #: 0947
File #: 0800-02

Title: Well 12 Backwash Outfall: Riparian Restoration - Professional Services Agreement
Contact: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a professional services agreement with Triangle Properties, Inc. in the amount of \$70,710 for the Well 12 Backwash Outfall: Riparian Restoration Project, and authorize the City Manager to execute it.

BACKGROUND

The Well 12 Backwash Outfall Project site is located north of Blue Oaks Boulevard and west of Crocker Ranch Road and is approximately 0.45 acres. Well 12 is located on the south side of Blue Oaks Boulevard and is used to both extract groundwater for public use and inject potable water for groundwater recharge. In the process of regular ongoing maintenance, the well must be regularly backwashed to flush and maintain the well systems performance and functionality. The backwash water flows through a storm drain pipe under Blue Oaks Boulevard which discharges on the north side of Blue Oaks Boulevard onto the project site. The backwash water and storm water collected within the local storm drain system flow over the project site to eventually drain to Pleasant Grove Creek. Over the last several years, the project site, including the Pleasant Grove Creek bank, has eroded and it is the goal of this Project to restore the project site.

The Well 12 Backwash Outfall Project consists of two phases. The first phase of the Project involves recontouring and rehabilitating the existing drainage pathway between the storm drain outlet pipe and Pleasant Grove Creek. This first phase of construction will be performed by the Environmental Utilities (EU) Department's Water Utility construction crew.

The second (riparian habitat restoration) phase of the Project will help achieve the City's restoration goals outlined in the City's Habitat Mitigation and Monitoring Plan (HMMP) which was approved by City Council on March 15, 2017. As described in the HMMP, the project area will be planted with a minimum of 125 native riparian and upland plants. All work will be conducted in compliance with permit conditions of the California Fish and Wildlife Streambed Alteration Agreement, State Water Resources Control Board 401 Water Quality Certification, and U.S. Army Corps of Engineers Clean Water Act 404 Permit.

On March 12, 2020, a request for proposals (RFP) for the final design and construction of the riparian restoration was issued. On June 10, 2020, the City received four proposals which were evaluated by EU staff and ranked based on the criteria specified in the RFP (#08-067). Staff determined that Triangle Properties, Inc.'s proposal provided the best value relative to the services provided. The professional services included within the agreement include design, installation and maintenance for the riparian restoration, and the three years of monitoring and reporting.

FISCAL IMPACT

The existing Project budget is \$150,000 which is funded by the Water Rehabilitation Fund. The Project budget is adequate to fund this professional services agreement (\$70,710), and estimated expenses of \$9,000 for permit compliance and training, \$10,000 for secondary labor and \$60,000 for material and equipment rental expenses associated with the drainage restoration portion of this Project.

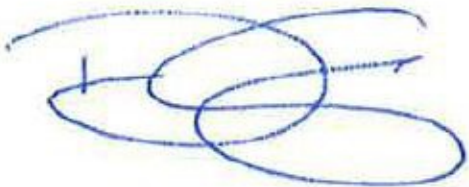
ENVIRONMENTAL REVIEW

Council's approval of the proposed Agreement is an action subject to CEQA. Project level CEQA compliance was accomplished with preparation of the City of Roseville Routine Maintenance of Stream Channels and Drainage Facilities Project Initial Study/Mitigated Negative Declaration (Adopted December 7, 2016) (SCH: 2016092050). Because the proposed Agreement is consistent with the project evaluated in the above referenced Initial Study, no new effects would be expected to occur and all applicable mitigation measures will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-340

Triangle Properties Professional Services Agreement

RESOLUTION NO. 20-340

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRIANGLE PROPERTIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the Well 12 Backwash Outfall: Riparian Restoration project, by and between the City of Roseville and Triangle Properties, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Well 12 Backwash Outfall Project: Riparian Restoration

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Triangle
Properties, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of riparian restoration for the
Well 12 Backwash Outfall project; and

WHEREAS, CONSULTANT has prepared a proposal dated June 10, 2020, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services related to riparian restoration.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference. CITY acknowledges and agrees to the exceptions described in EXHIBIT "B," which
are attached hereto and incorporated herein by this reference

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "C," attached hereto and incorporated herein by this reference. Total compensation shall not exceed seventy thousand, seven hundred ten dollars (\$70,710).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be

primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor,

regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of

this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such

materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Tracie Mueller, Senior Engineer
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Barry Baba, Habitat Resource Manager
3500 American River Drive
Sacramento, CA 95864

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

TRIANGLE PROPERTIES, INC., a
California corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

BY: 
its: SECRETARY

and
BY: 
its: MANAGER OF PROPERTIES

TRIANGLE PROPERTIES, INC., 3500 American River Drive, Sacramento, California 95864

I, PAULA D. JAMES, Secretary of TRIANGLE PROPERTIES, INC., a California Corporation, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on August 8, 2018:

RESOLVED, That

	Judson T. Riggs	President
and	Ronald L. Gatto	Executive Vice President, Treasurer & Assistant Secretary
and	Dana M. Davis	Vice President
and	Paula D. James	Secretary
and	Norman E. Eilert	Assistant Secretary

any two, of whom at least one must be Judson T. Riggs or Ronald L. Gatto, are authorized on behalf of this corporation to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation;

RESOLVED FURTHER, That the following officers of this corporation:

Judson T. Riggs	President
Ronald L. Gatto	Executive Vice President, Treasurer & Assistant Secretary
Dana M. Davis	Vice President
Paula D. James	Secretary
Norman E. Eilert	Assistant Secretary

are authorized, acting alone or in any combination, on behalf of this corporation, to do all other acts of a business nature that this corporation is empowered to do by law.

RESOLVED FURTHER, That the following employee:

Troy A. Reimche	Manager of Properties
-----------------	-----------------------

is designated as attorney in fact of this corporation with full authority to execute proposals, bids, bond, contracts, and agreements for construction work.

DATED: August 8, 2018



Paula D. James
Secretary of Triangle Properties, Inc.

EXHIBIT “A”

Summary of Qualifications and Proposal for Riparian Restoration Services

Prepared for the:

Well 12 Backwash Outfall Project
City of Roseville, California



TRIANGLE PROPERTIES, INC.



Land Restoration Services

Over 25 Years Specializing in:

- Habitat Restoration & Maintenance*
- Mine Reclamation*
- Native Landscaping & Irrigation*
- Native Plant Propagation*
- Native Grassland Revegetation*
- Wetland Construction*
- Agricultural Enhancement*
- Herbivory Control*
- Invasive Species Management*
- Preserve Management*
- Land Stewardship*



California Contractor Licenses

Class A and C-27 No. 1019754

California Department of Pesticide Regulation

Pest Control Business License No. 40753

D.I.R. Registration No. 1000043924

City of Roseville Business License No. 00839358

Contact: Barry Baba 3500 American River Drive, Sacramento, CA 95864
Michael Peterson 10151 Elder Creek Road, Sacramento, CA 95829

(916) 480-5505
(916) 870-4183

bbaba@teichert.com
mpeterson@teichert.com

Tab E – Project Plan

Well 12 Backwash Outfall Project: Riparian Restoration



Task 1: Mobilization and Project Management

As soon as the contract is awarded, Triangle Habitat Resource Manager, Barry Baba, will provide all necessary documentation to the City to execute the work, including required insurance certificate, performance and labor/material bonds, contract service agreement, and all other documents. Triangle currently has a business license with the City of Roseville (City) (No. 00839358). The Habitat Resource Manager will be the primary contact person and will be responsible for developing final planting and irrigation designs, project oversight, qualitative monitoring, budgets, meetings, invoices, and technical submittals for this project. Triangle's Land Restoration Supervisor, Michael Peterson, will coordinate schedules, oversee labor work, and coordinate with the subcontractor. Triangle's Restoration Ecologist, James Mizoguchi, will coordinate with the PCA for written recommendations and conduct invasive weed management efforts throughout the 3-year maintenance period.

A tentative schedule of activities and tasks for the Project is provided below. This schedule is based on the tentative "Commencement of Services" date identified in Addendum One, dated March 24, 2020. The duration of services is intended to commence on September 7, 2020 and end approximately December 15, 2023. It should be noted that some tasks are proposed to occur prior to or concurrent with other tasks (i.e., plant and irrigation installation) to ensure adequate soil moisture at the time of plant installations in case of drought.

TASK/EVENT	INTENDED START DATE	DURATION	INTENDED END DATE	COMMENTS
Task 1: Mobilization, Project Meetings & Management	Week of 09/07/2020	On-going throughout duration of project as needed	12/15/2023	Commencement of services subject to contract approvals.
Task 2: Planting and Irrigation System Design	Week of 09/07/2020	Two (2) to three (3) weeks	09/30/2020	Includes post-construction site visit to review final grading and contour features.
Task 3: Planting Installation	11/15/2020 (earliest)	Two (2) days	12/15/2020 (latest)	Plantings to occur concurrent with or after irrigation installation in case of drought.

TASK/EVENT	INTENDED START DATE	DURATION	INTENDED END DATE	COMMENTS
Task 4: Hydroseed Installation	10/01/2020 (earliest)	One (1) Day	10/15/2020 (latest)	Dates may change pending alternative suggestions, see Tab E: Project Plan
Task 5: Irrigation System Installation and Disposal	November 15 th , 2020 (earliest) -	Two (2) to three (3) days for install and one (1) day for disposal	December 15 th , 2020 (latest), with disposal assumed October 31 st , 2023	Irrigation installation to occur prior to or concurrent with plant installation in case of drought.
Task 6: Irrigation System Operation and Maintenance for Three (3) Years	04/01/2021	Between April – Oct for three (3) years	10/31/2023	Irrigation schedule may be adjusted depending on drought or precipitation.
Task 7: Restoration Area Qualitative Monitoring and Maintenance for Three (3) Years	10/15/2020	Ongoing for three (3) years	12/15/2023	Will include more intense management due to urban landscape setting.
Task 8: Adaptive Management Implementation (Optional Task)	10/01/2020	Ongoing for three (3) years	12/15/2023	To be available as needed, prior to and in coordination with City approval.

It is expected that construction grading and recontouring will leave site conditions relatively compacted. Therefore, Triangle will pre-flag existing planting sites and auger each location (to 3-foot depth, where feasible) using a small rubber-tracked mini excavator. State (California Government Code 4216 and Title 8, Chapter 4, Subchapter 4, Article 6, Section 1541) and Federal (29 CFR 1926 Subpart P [1926.650 to .652]) health and safety laws require notification to underground utility operators prior to any excavation work (as defined in Section 1541 above) to protect underground infrastructure. Triangle will conduct a site visit before conducting any excavation to appropriately pre-mark auguring locations. Triangle will then notify the regional notification center (i.e., Northern California: USA North 811/Southern California: DigAlert) at least a week in advance of auguring to enable the utility operators to either mark their infrastructure onsite or confirm that no infrastructure is present. Any marked infrastructure present will be avoided by Triangle field staff.

Task 2: Planting and Irrigation System Design

Triangle will immediately begin preparing a restoration plan (Plan) for the Project to be reviewed by the City in early September. A site visit will be conducted once all final grading and contouring is completed, and all as-built features will be included in the final Plan. The Plan will describe all site preparation work

to be implemented, final seeding specifications, planting and irrigation designs, maintenance activities, and monitoring data to be collected to demonstrate Project success. The Plan will be finalized by September 30, 2020 to allow time for all site preparation (i.e., mowing, auguring, soil scarification) work and seeding to be implemented prior to the rain season.

The planting design will take into account existing the existing power pole and overhead utility lines, adjacent fire hydrant, any underground utilities, final contoured storm drain and rock features, existing slopes, adjacent landscaping and concrete wall, existing oaks and canopy along Pleasant Grove Creek, and current management activities (i.e., unvegetated buffers along sidewalk and around power pole). In addition, other environments at the site will be considered. For example, a riparian planting zone was extended to the creek in the Conceptual Design for the Project, as provided in Addendum 3, and is anticipated to be planted with additional willows. However, this portion of the site is densely shaded by two large interior live oaks and is unlikely to support shade-intolerant species like willows. Alternative species more tolerant of densely shaded areas will be considered in the riparian extension area.

In general, lower growing native landscape shrubs and perennial wildflowers (e.g., western redbud [*Cercis occidentalis*], toyon [*Heteromeles arbutifolia*], hoary coffeeberry [*Rhamnus tomentella*], California fuchsia [*Epilobium canum*], foothill penstemon [*Penstemon purdyi*], orange bush monkeyflower [*Diplacus aurantiacus*], yarrow [*Achillea millefolium*], etc.) will front the southern boundary facing the sidewalk and Blue Oaks Boulevard. These plants are intended to add 'landscape' value to the Project. Larger trees and shrubs will be planted behind these initial 'landscape' shrubs and wildflowers. This layout design will also be consistent to avoid future conflicts with existing overhead powerlines. All other plantings will be designed to occur based on predicted hydrological characteristics of the existing stormwater channel that occurs near the center of the site. For example, button bush (*Cephalanthus occidentalis*), and willows (*Salix* spp.) will be planted along the lowest areas of the Riparian Planting zone and other species such as blue oak (*Quercus douglasii*), interior live oak (*Quercus wislizeni*), coyote brush, and California buckeye (*Aesculus californica*) focused in Upland Planting areas. Transitional areas will include species such as valley oak (*Quercus lobata*), Oregon ash (*Fraxinus latifolia*), California box elder (*Acer negundo*), mule fat (*Baccharis salicifolia*), and California wild rose (*Rosa californica*). In order ensure establishment of desired herbaceous vegetation along the stormwater drain, Triangle will also provide additional native sedge/grass container seedlings to be planted alongside other riparian trees/shrubs. This seasonally wet habitat should be perfectly suited for sedges, rushes, and some grasses.

Prior to submitting final designs, all areas will be carefully evaluated along the stormwater drain to delineate the typical extent of hydrological influence during backwash operations and final placement of wetland plants.

The irrigation design for the Project will include an aboveground temporary system using the City's local fire hydrant (F01-033) located near the southwest boundary of the Project site. A flexible PVC hose with a camlock fitting will be used to connect the water supply system to City's fire hydrant. An irrigation mainline, consisting of 1 ½" Sch. 40 PVC, will be used to distribute water to ½ inch polyethylene drip

irrigation lines. All irrigation will be designed to be unobtrusive and easily removed at the end of the Project's establishment period.

Task 3: Planting Installation

Triangle will provide the most cost-efficient and expert installation of the restoration plantings as designed per the final, approved Plan. Plantings will be installed between November and December, pending precipitation patterns and sufficient soil moisture. A minimum of 125 riparian tree and shrub plantings will be installed at the Project site. In addition, approximately 50 native grass/sedge plugs will be included along the storm drain channel to accelerate wetland vegetation establishment and soil stabilization. Triangle's field crew (Restoration Field Specialists and Habitat Laborers) will install all plantings as guided by the Habitat Resource Manager.

All plant materials will be sourced from Triangle's native plant nursery on Elder Creek Road in Sacramento County. Our plants are annually propagated and grown by Triangle's Restoration Ecologist for various restoration projects throughout the Sacramento Valley Region, including our own (Teichert) restoration projects. All plants to be provided for this Project were locally sourced from the eastern Sacramento Valley within 20 miles of the Project site. Seedlings will consist of materials propagated in Stuewe and Sons, Inc. Anderson Bands™ (AB36 and AB39 container sizes) and filled with a sterile potting medium amended with a slow release fertilizer (16N-4P-8K). Below is a summary of plants currently available by Triangle and possible plants to be proposed in the final Plan. Also included are their container sizes and sourced location.

COMMON NAME	BOTANICAL NAME	CONTAINER SIZE*	SOURCE
TREES			
Valley Oak	<i>Quercus lobata</i>	AB39	Antelope Creek, Roseville
Interior Live Oak	<i>Quercus wislizenii</i> var. <i>wislizeni</i>	AB39	Dry Creek, Roseville
Blue Oak	<i>Quercus douglasii</i>	AB39	Antelope Creek, Roseville
Fremont Cottonwood	<i>Populus fremontii</i>	AB39	Antelope Creek, Roseville
California Sycamore	<i>Platanus racemosa</i>	AB39	American River, Sacramento
California Box Elder	<i>Acer negundo</i>	AB39	American River, Sacramento
Oregon Ash	<i>Fraxinus latifolia</i>	AB39	Dry Creek, Roseville
SHRUBS			
Arroyo Willow	<i>Salix lasiolepis</i>	AB39	Dry Creek, Roseville
Sandbar Willow	<i>Salix exigua</i>	AB39	Antelope Creek, Roseville
Common Buttonbush	<i>Cephalanthus occidentalis</i>	AB36	Dry Creek, Roseville
Western Redbud	<i>Cercis occidentalis</i>	AB39	Deer Creek Hills, East Sac Co.
California Buckeye	<i>Aesculus californica</i>	AB39	American River, Fair Oaks
Toyon	<i>Heteromeles arbutifolia</i>	AB36	American River, Fair Oaks
Hoary Coffeeberry	<i>Frangula tomentella</i>	AB36	American River, Sacramento
Blue Elderberry	<i>Sambucus nigra</i> subsp. <i>cerulea</i>	AB39	Coon Creek, Lincoln
Coyote Brush	<i>Baccharis pilularis</i>	AB36	American River, Fair Oaks
Mule Fat	<i>Baccharis salicifolia</i>	AB36	Morrison Creek, Sacramento
California Wild Rose	<i>Rosa californica</i>	AB36	Coon Creek, Lincoln
California Blackberry	<i>Rubus californica</i>	AB36	American River, Sacramento
SUBSHRUBS/PERENNIALS			

COMMON NAME	BOTANICAL NAME	CONTAINER SIZE*	SOURCE
California Fuchsia	<i>Epilobium canum</i> subsp. <i>canum</i>	AB36	American River, Folsom
Bush Monkeyflower	<i>Diplacus aurantiacus</i>	AB36	American River, Rancho Cordova
Yarrow	<i>Achillea millefolium</i>	AB36	American River, Folsom
Bush Lupine	<i>Lupinus albiifrons</i>	AB36	Sweetwater Creek, Salmon Falls
Purdy's Foothill Penstemon	<i>Penstemon heterophyllus</i> var. <i>purdyi</i>	AB36	American River, Folsom
SEDGES/GRASSES			
Santa Barbara Sedge	<i>Carex barbarae</i>	AB36	American River, Sacramento
Pacific Rush	<i>Juncus effusus</i>	AB36	Morrison Creek, Sacramento
Spreading Rush	<i>Juncus patens</i>	AB36	Carson Creek, Folsom
Iris-Leaved Rush	<i>Juncus xiphioides</i>	AB36	Carson Creek, Folsom
Creeping Wildrye	<i>Elymus triticoides</i>	AB36	Morrison Creek, Sacramento

*Container Size Measurements

Anderson Band (AB39) = 2.88 in. (width) by 9.0 in. (depth), for a total volume of 58.6 cu. in.

Anderson Band (AB36) = 2.88 in. (width) by 5.5 in. (depth), for a total volume of 38.5 cu. in.

All plantings will consist of container stock material, including willows. Typically, willows are planted via cuttings. However, because the site is not in an area likely to receive high flow events where new container plantings could be uplifted or dislodged, Triangle believes that willows from container stock would be more successful and appropriate for the site. In addition, Triangle's container willow seedlings are propagated from seed, which provide for some genetic diversity amongst the species rather than clones of the same plants when using cuttings.

Some plants may not be appropriate for the site and will be removed from the final planting design. For example, Fremont cottonwood may not be appropriate given its large, fast growth and dispersal of seed hair fibers (cotton-like fluff) in spring that may be considered a nuisance to existing residences. Elderberries may not be desired due to their association with the federally-threatened valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) and potential mitigation requirements should the storm drain or streambank require future maintenance or repairs. Triangle will work with the City to exclude species that may not be desired at the site. Additional plants, if local to the eastern Sacramento Valley Region, may be supplemented from a local nursery (i.e., Cornflower Farms) should other species be desired.

All planting locations will be pre-augured a minimum of 3 feet deep and 8 inches in diameter using a mini excavator fitted with an auger attachment. If excessive compaction is experienced when auguring or digging holes for tree planting locations, holes will be dug further to a depth of 4 feet to further decompact soils. Sides of augured holes will be scarified with a shovel to break apart any glazed holes. If unsuitable soil conditions are present (i.e., soils lacking organic material), additional amendments (e.g., compost) will be used to backfill the holes. Based on a recent site visit, examination of soils, and growth/vigor of existing vegetation, Triangle does not feel that any soil amendments will be necessary. Soil compaction may be of concern post-construction grading, therefore, auguring holes at each planting locations may be critical. Prior to planting, dirt will be placed back into the augured holes and water added to settle the soil. This will allow for the seedlings to be planted at the correct elevation and prevent sinking following subsequent rainfall or irrigations. At the time of seedling planting, a small amount of a slow-release granular fertilizer (16N-4P-8K) will be applied - approximately 1 teaspoon at

the bottom of the hole, and 1 teaspoon with the backfill material. Immediately after planting, all seedlings will be thoroughly watered by hand.

Plant protector tubes (i.e., Tubex™ Shrub Shelters, 18 inches tall) will also be installed immediately following installation. Shrub Shelters will be inserted 3 to 4 inches below grade so that they are secured in the ground. Triangle will apply a wood mulch approximately 3 feet in diameter and 2 to 3 inches thick within one week following plant installation. This suggestion per the Planting Specifications in the RFP is intended to preserve soil moisture between waterings and reduce weeds around plantings during establishment. Plantings within the lower riparian zone that are routinely saturated or potentially subject to flows will not be mulched.

Task 4: Hydroseed Installation

Triangle will sub and work with Selby's Soil Erosion Control Co. to provide the most cost-efficient and effective seeding of the upland and riparian areas. Triangle has reviewed proposed seed mixes and seeding rates and agrees that the selected species for each of the areas are appropriate. Pending final surface conditions after construction grading, Triangle will scarify the site prior to hydroseeding. The scarification will create a more suitable seedbed for the selected mixes by providing microsites favorable for germination. Triangle will also broadcast seed and harrow the area prior to hydroseeding. While hydroseeding is generally the preferred method of seeding due to ease of application and added benefit of mulch and tackifier providing some surface soil stabilization, broadcast seeding (particularly with native seeds) tends to perform better and more reliably (Triangle, pers. exp.). Seeds applied through broadcast seeding methods are generally more tolerant to varying precipitation patterns and soil types, as exists within the Sacramento Valley Region.

Because the Site is adjacent to the creek and will result in soil runoff, hydroseeding is still encouraged to help stabilize the soil surface until the intended grasses and forbs become established. Both broadcast seeding and hydroseeding will occur within one week of each other prior to the onset of the rain season. Applying too early in the season (i.e., before September) may result in some loss of seed viability, loss of seeds to animals, and degradation of applied mulches and tackifier. Because of the different seed mixes and habitat zones, Triangle's Habitat Resource Manager or Land Restoration Supervisor will be onsite at the time of both seeding application.

All seed mixes identified for the site will be secured from Hedgerow Farms out of Winters, California. Triangle will request that all seed sources be from as local to the Roseville region as possible. Other seed companies (i.e., Pacific Coast Seed) will be contacted should there be any availability issues. The proposed seed mixes are generally readily available; however, should any species not be obtainable, Triangle will suggest an alternative for approval by the City prior to application.

It should be noted (and as described in Tab D: Project Understanding) that the site is currently dominated by non-native annual grasses and forbs and will likely contribute to a large seed bank. While beneficial for erosion control, these non-natives will certainly influence and hinder successful establishment of the native seed mix. Triangle can propose alternative strategies to increase native

grass/forb dominance but will discuss these options with the City to see if they are feasible. For example, Triangle has had much success in transforming similar non-native, annual grassland sites to native species by eradicating all vegetation (keeping the site bare) for the first 2 years to reduce the existing seed bank, then broadcast seeding in between tree/shrub plantings the following fall (in this case 2022). This does expose the site for 2 years but has the benefit of significantly reducing the existing non-native seed bank, vegetative competition, and herbivory problems generally associated by voles (and sometimes insects).

Task 5: Irrigation System Installation and Disposal

Triangle's Land Restoration Supervisor and Habitat Restoration Field Specialist will install all irrigation as will be described in the final Restoration Plan. The irrigation design for the Project will include an aboveground temporary system using the City's local fire hydrant (F01-033) located near the southwest boundary of the Project site. Triangle will obtain a fire hydrant meter and backflow device from the City's Water Department. The irrigation system will be installed prior to or concurrently with the first plantings to ensure water will be available should drought conditions be persistent.

A flexible PVC hose with a camlock fitting will be used to connect the water supply system to City's fire hydrant meter. An irrigation mainline, using 1 ½" Sch. 40 PVC, will be installed to distribute water to ½ inch polyethylene drip irrigation lines. Two 2-gph emitters will be installed at each plant on the most uphill side.

Irrigation driplines will be left on-site throughout the 3-year maintenance/establishment period. Once it is determined confidently that no further irrigation is needed, all irrigation materials will be removed from the site and disposed of or recycled (October 2023).

Task 6: Irrigation System Operation and Maintenance for Three (3) Years

Irrigation to individual plantings will commence between March and May of each year, depending on spring rainfall patterns and precipitation amounts, and continue through October of each year. Triangle has reviewed the watering schedule proposed in the RFP and concurs that the amounts and frequency are appropriate for the Project and no modifications are suggested – with the exception that on Page 10 of 40 of the RFP, under Task 6, Year 2, irrigation will be applied twice a month instead of twice a week (we assume this to be a typo). Triangle will use these frequencies and volumes unless micro-site conditions, drought, rain events, and/or extreme heat require changes to irrigation scheduling or amounts.

In general, plants will be watered once weekly in the first year, every other week in the second, and once monthly in the third year. This irrigation schedule is designed to establish successful plantings at the site and wean plants off any future supplemental watering beyond Year 3. During each watering schedule, the Restoration Field Specialist will be assigned to check all emitters to ensure they are working properly. Weeds around plantings will also be hand-pulled during this time to minimize weed

competition. In addition, any repairs to the irrigation infrastructure, erosion control materials, or newly forming rills will be completed during watering events.

Task 7: Restoration Area Qualitative Monitoring and Maintenance for Three (3) Years

Triangle's Habitat Resource Manager and Restoration Ecologist will perform all qualitative monitoring and associated biannual reporting. Triangle's Land Restoration Field Specialist will perform all routine maintenance activities, including routine watering, fixing of watering wells, irrigation repairs, reapplication of mulch, string-trimming, herbivory management, and erosion repairs. The Restoration Ecologist will perform all invasive species management, including obtaining pesticide recommendations and application of selective herbicides to target specific species. Because the Project does not specify quantitative monitoring or annual reporting (except in Attachment I of the RFP, but not as a task in the Scope of Services), biannual maintenance summary reports, one in the fall and one in the spring, will be important.

Qualitative Monitoring

As per RFP, site visits will occur twice a month in the first year (2021) by Triangle's Habitat Resource Manager to perform qualitative monitoring tasks. Following the first year, qualitative monitoring will continue, as per the specifications, twice per year (once in spring and once in fall) for the remainder of the Project (2023) unless natural disaster, vandalism, or other unforeseen events occur and require additional monitoring to inform an adaptive management response(s).

All planting locations will initially be recorded using a Trimble® GPS unit during the first year of monitoring. The data will then be uploaded into ESRI ArcGIS® software for analysis and map creation and revisited in subsequent monitoring years. Plant health, height, and survivorship data will be collected for each location. Plant health will be ranked on a scale from 0 to 4, where: 0 = dead, 1 = severe decline/nearly dead, 2 = possibly declining/moderate defects, 3 = stable/fairly healthy, and 4 = healthy/good growth. The amount of new growth, growth patterns, color, and seasonal characteristics typical of each species will be considered when visually rating the health of each seedling. Factors affecting these measurements include intra- and interspecific competition; herbivory; disease; and soil moisture, texture, and fertility. Whenever possible, supplemental notes will be recorded to aid in the explanation and discussion of the results. Survivorship will be calculated by dividing the number of living plantings (i.e., health ≥ 2) by the total number of individuals specified in the planting plan. Plants with health ≤ 1 will not be considered successful plantings. Plant height will be visually estimated and assigned to one of the following ranges: <2 feet, 2-4ft, 4-8ft, 8-12ft, 12-18ft, or ≥ 18 ft. This data will be provided in each year (fall) and used to describe overall success of Project plantings. Monitoring results will also be analyzed and used to inform any adaptive management responses.

Summary reports will be submitted biannually, once in the spring and once in the fall. Spring reports will describe events over the winter, existing conditions, and upcoming irrigation schedules, weed management plans, and other activities planned for the spring/summer maintenance period. Fall reports will summarize plant survival, health and height data, maintenance worked performed over the

summer, and rodent activity observed (if any), and report on any conditions that should be addressed prior to the winter. Representative photographs, including those from permanent photo stations, will be included in each biannual report. Any vandalism observed at the site will be reported immediately to the City.

Maintenance

Triangle's Restoration Field Specialists will perform maintenance activities during each scheduled watering, or at least twice monthly, throughout the entire duration of the Project. During visits, Triangle staff will remove trash, repair and manage plant protection, and address invasive species and other vegetation via hand-pulling, string-trimming, or herbicide application as appropriate based on habitat zones and phenology of target species. The site may also be mowed (string-trimmed) in-between plantings each summer in June to make the site appear more aesthetically kept, should the City desire.

Rodent and animal control will occur in response to herbivory if deemed necessary during qualitative and quantitative monitoring and may include installation of additional plant protectors. Presently, plants will initially be protected from voles and rabbits during the first year when they are most vulnerable via 18-inch-tall shrub shelters. Voles are likely to be absent during the first year due to recent construction activities. However, rabbits are notorious for 'clipping' fragile new plants but are generally deterred by tree/shrub shelters that are at least 12 inches tall. Evidence of deer or beaver was not present at the site, and neither species is likely to be of any future concern due to surrounding urban development and lack of stream flows in summer. If for some reason either species becomes evident, wire cylinder cages (4-foot tall by 2-foot wide) will be installed. While gophers were not evident at the site and tend to be less mobile than other herbivores, Triangle will closely monitor for gopher activity and keep the City updated on any activity and adaptive management responses, if needed (i.e., replanting with wire baskets).

At the end of the first year, Triangle will replace all dead/missing plants by March 2021 to bring plant survival back up to 100%. This will be completed at no additional cost and is not part of the adaptive management. This should further ensure that plant survival remains above 85% (as mentioned in Attachment I of the RFP, though not necessarily in Scope of Services) each year. Since irrigation is in place, this is the optimum period to reestablish dead or missing plants without the need to alter irrigation schedules.

Invasive Species

Control of noxious and invasive species include those listed as highly invasive (rating of 'High') by the California Invasive Plant Council or, as in the case of urban landscape corridors such as this site, any plants deemed to be aesthetically weedy (i.e., horseweed, milk thistle, mustards, etc.). Invasive weed management will occur throughout the spring/summer months prior to flowering and seed-release of the target species. All herbicide applications shall be overseen by Triangle staff with Qualified Applicators Licenses.

Vegetation management via herbicide applications will be scheduled according the recommendations of Triangle's Pest Control Advisor. Current target weeds at the site include yellow star-thistle (*Centaurea solstitialis*), Italian thistle (*Carduus pycnocephalus*), milk thistle (*Silybum marianum*), stinkwort (*Dittrichia graveolens*), skeleton weed (*Chondrilla juncea*), Klamath weed (*Hypericum perforatum*), field mustard (*Hirschfeldia incana*), and horseweed (*Erigeron* sp.). Other species, such as Himalayan blackberry (*Rubus armeniacus*), red sesbania (*Sesbania punicea*), fennel (*Foeniculum vulgare*), and poison hemlock (*Conium maculatum*), to name a few, are present in nearby areas and could easily invade the site in future years. These species will also be included in future weed treatment plans as encountered.

Task 8: Adaptive Management Implementation (Optional Task)

Having worked for years in habitat restoration and enhancement across a myriad of landscapes and habitats, Triangle staff are intimately familiar with the principles and successful implementation of adaptive management. Triangle never walks away from unsatisfactory projects. Triangle staff are passionate about and have an intricate knowledge of and interest in their work sites and project parameters. This leads Triangle staff to identify, address, and whenever feasible, remediate issues hampering project performance. In past projects, Triangle has adaptively managed similar projects to overcome setbacks from flooding and inundation; herbivory by deer, gopher, rabbit, vole, and beaver; and other biotic and abiotic factors. Typical adaptive management responses include, but aren't limited to, changes to irrigation scheduling, additional replanting and/or reseeding, installation of additional or different plant protectors or herbivore enclosures, altering the initial locations of plantings, and/or providing soil amendments.

Many of the potential adaptive management measures are likely to be implemented as part of ongoing management of the site during scheduled watering, weeding, or monitoring dates. These include collecting and disposing of trash, minor replanting, minor reseeding of unvegetated areas, and repair of existing BMPs.

Presently, our two main concerns that may damper project success would be extreme or excessive flood events or damage to the stormwater drain and vandalism. The City has included an allowance of up to \$5,000 for this task, which should be substantially sufficient or not necessary to utilize under normal conditions. However, In the instance of a large flow event that results in scouring or head cutting of the storm drain channel, Triangle may defer to the City to make necessary repairs. In addition, because the site is easily accessible to the public, vandalism could range from minor disturbance of shrub shelters and broken emitters to total and/or repeated destruction of plantings, irrigation materials, or occurrence of fire events. For these reasons, Triangle has also included "exceptions" to address these issues in Tab H.

EXHIBIT “B”

Tab H – Exceptions

Well 12 Backwash Outfall Project: Riparian Restoration



The Well 12 Backwash Outfall Project: Riparian Restoration (Project) supports a storm drain channel that runs through center of the Project. The site is also located adjacent to a riparian floodplain surrounded urban development. There are numerous elements that could affect the successful establishment of native riparian habitat throughout the 3-year establishment and monitoring period. These include existing soil conditions, flooding regimes, invasive species and weed competition, herbivory, vandalism, and natural disasters. While most of these have been addressed in the planting, irrigation, and maintenance designs, Triangle cannot completely guarantee success of the Project due to unforeseen natural events or repeated issues. These exceptions or events that are beyond the scope of this proposal are listed below.

- Large or repetitive flooding events due to abnormal, ‘wet’ years resulting in significant loss of plantings;
- Ongoing vandalism resulting in repeat damage and failure of plantings;
- Significant damage to plantings in the final year of maintenance due to vole outbreaks or vandalism, requiring reestablishment of plantings and irrigation schedules to meet intended goals;
- Flow events that result in scouring or head cutting within the designated storm drain channel or streambank;
- Removal of fallen trees within the planting area and associated replanting due to damage;
- Fires resulting in destruction of planting areas;
- Any unforeseen construction work resulting in damage to plantings or irrigation (e.g., repairs to the storm drain channel, underground utilities, etc.)
- Any additional maintenance or monitoring required that has not been identified in the RFP, dated March 12, 2020 or supplemental Addenda (One through Three, dated 3/24/2020, 05/06/2020, and 05/22/2020, respectively for the Project.

All other items should be covered in the routine maintenance and monitoring tasks of the Project, or under “Adaptive Management.”

EXHIBIT “C”



Cost Proposal

Well 12 Backwash Outfall Project: Riparian Restoration

This scope and cost is provided for services and materials specified in the Request for Proposals, dated March 12, 2020 and Addenda One, Two & Three (dated 03/24/2020, 05/05/2020 & 05/22/2020, respectively), for the City of Roseville's Well 12 Backwash Outfall Project: Riparian Restoration.

Tasks	Description	Amount
1	MOBILIZATION AND PROJECT MANAGEMENT: (1) Pre-construction and regular project status meetings; (2) Project scheduling; (3) Procurement of materials; (4) Administrative; and (5) General project management.	\$2,650.00
2	PLANTING AND IRRIGATION SYSTEM DESIGN: (1) Site visit to document final construction grading and features; (2) Planting and irrigation design submittal (Restoration Plan); (3) Review and update plan with City; and (4) Final Restoration Plan.	\$3,960.00
3	PLANTING INSTALLATIONS: (1) Procurement of plant materials; (2) Pre-auger & scarify holes to decompact; (3) Installation of 125+ tree/shrub seedlings; (4) Install additional wetland plugs along drainage; (5) Install shrub shelters on all plantings; (6) Install wood mulch around plantings (Upland planting areas); and (7) Thoroughly hand-water all plantings immediately after installation.	\$6,770.00
4	HYDROSEED INSTALLATION: (1) Procure seed mixes; (2) Scarify soil surface between plantings; (3) Broadcast seed separate seed mixes and lightly harrow into soil; and (4) Coordinate to hydroseed site with Selby's Soil Erosion Control Company.	\$4,790.00
5	IRRIGATION SYSTEM INSTALLATION AND DISPOSAL: (1) Mark irrigation layout in field; (2) Obtain necessary permits and meter from City to use existing fire hydrant; (3) Procure all irrigation materials; (4) Install distribution lines and drip irrigation to all planting locations; (5) Inspect and secure all lines prior to winter (winterization); and (6) Remove all irrigation materials upon completion of final watering (Fall 2023).	\$6,100.00
6	IRRIGATION SYSTEM OPERATION AND MAINTENANCE: (1) Provide weekly irrigation to all plantings from April through October: once weekly in 2021, twice monthly in 2022; and once monthly in 2023; (2) Check emitters and make any necessary irrigation repairs; (3) Hand-pull weeds around individual plantings; (4) Inspect BMPs and make any minor repairs; (5) Re-mulch planting areas as necessary; (6) Pick up routine trash at site; and (7) Pay City invoice on meter and water use.	\$37,840.00
7	RESTORATION AREA QUALITATIVE MONITORING AND MAINTENANCE FOR THREE (3) YEARS: (1) Conduct qualitative monitoring twice monthly during the first year and twice annually (once in spring and once in fall) in the second and third years; (2) Obtain pesticide recommendations and spray invasive plants; (3) Inspect for rodent damage and repair or install additional protective materials as needed; (4) Re-mulch plantings as needed; (5) Replant all dead or missing plants during dormant season prior to start of Year 2 irrigation; and (6) Develop biannual maintenance summary reports.	\$3,600.00
8	ADAPTIVE MANAGEMENT IMPLEMENTATION (OPTIONAL TASK): (1) Implementation of approved adaptive management measures, including but not limited to erosion repairs, additional BMPs, replanting, reseeding, repair of vandalism, and additional herbivory protection.	\$5,000.00

TOTAL PROJECT BID (INCLUDING OPTIONAL Tasks 8)

\$70,710.00

*Please note that prevailing wage rates have been applied to this Project.



Cost Proposal by Year (Excludes Task 8: Adaptive Management)
Well 12 Backwash Outfall Project: Riparian Restoration
Invoicing Schedule by Task and Year

	2020	2021	2022	2023	Totals
Task 1	\$1,300	\$400	\$450	\$500	\$2,650
Task 2	\$3,960				\$3,960
Task 3	\$6,770				\$6,770
Task 4	\$4,790				\$4,790
Task 5	\$4,370			\$1,730	\$6,100
Task 6		\$18,850	\$12,040	\$6,950	\$37,840
Task 7		\$1,175	\$1,200	\$1,225	\$3,600
Totals	\$21,190	\$20,425	\$13,690	\$10,405	\$65,710



RATE SHEET

for Well 12 Backwash Outfall Project: Riparian Restoration

Effective January 1, 2020

Job Classification/Title	Hourly Rate*	Est. Hours on Project
Habitat Resource Manager	\$165	60
Land Restoration Supervisor	\$130	36
Restoration Ecologist	\$105	36
Landscape Equipment Operator (excavators, backhoes, dozers, etc.)	\$95	---
Land Restoration Field Technician III	\$65	---
Land Restoration Field Technician II	\$58	---
Land Restoration Field Technician I	\$50	---
Habitat Laborer/Assistant	\$45	---
*Note: All rates include 4WD truck, mileage, small trailer, ATV (as needed), and small tools (including hand tools, augers, back-pack sprayers, weed trimmers, chainsaws, etc.). Also includes other materials as need (i.e., GPS unit, survey equipment, miscellaneous office supplies, etc.).		
Prevailing Wage Classifications	Hourly Rate*	Est. Hours on Project
Landscape Equipment Operator – Group I (all finish grade work)	\$130	---
Landscape Equipment Operator – Group II (equipment up to 65 H.P.)	\$118	---
Landscape Utility Operator – Group III (small rubber-tired tractor, trencher)	\$110	8
Teamster – Groups 1-5 (dump truck drivers, water truck drivers)	\$117	---
Laborer – Group 3 (landscape installation on new construction)	\$110	72
Laborer – Group 4 (landscape maintenance during establishment)	\$94	376
Landscape Maintenance Laborer (routine landscape maintenance work)	\$56	---
*Note: All rates include 4WD truck, mileage, small trailer, ATV (as needed), and small tools (including hand tools, augers, back-pack sprayers, weed trimmers, chainsaws, etc.). Also includes other materials as need (i.e., GPS unit, survey equipment, miscellaneous office supplies, etc.).		
Equipment	Daily Rate*	Est. Hours on Project
Dozer (Cat D5K0)	\$650	---
Backhoe (CAT 420)	\$420	---
Skid Steer (CAT 257)	\$420	---
Water Truck (2,000 Gal)	\$420	---
Mini Excavator with Augur Attachment & Scarifying Bucket	\$320	8
Excavator (CAT 305)	\$380	---
Skip Loader (JD 210LE)	\$350	---
Ag Tractor (50 H.P.)	\$250	---
Mower (6' Flail)	\$175	---
Equipment Trailer	\$125	8
Disc (6' Stubble)	\$85	---
*Note: All rates subject to environmental fees, fuel, and delivery charges. Additional equipment available upon request. Larger equipment available upon subcontracting through Teichert Construction. Specialty equipment (i.e., spider excavator) available upon subcontracting through Dyer All Terrain Excavation.		
All billing rates subject to revision effective January 1 of each year.		

All other costs for the Project include materials (seed, container plants, irrigation supplies, water meter invoices, etc.) and subcontractor (i.e., Selby's Soil Erosion Control)



COUNCIL COMMUNICATION

CC #: 0939

File #: 0214 & 0201-01

Title: California Department of Justice - Grant Award and Budget Adjustment

Contact: Jeff Kool 916-746-1096 jkool@roseville.ca.us

Meeting Date: 8/19/2020

Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends that Council accept the State of California, Department of Justice DOJ-SAE 2019-2020-08 Grant Award, and adopt a resolution authorizing the City Manager to execute the Memorandum of Understanding on behalf of the City.

Staff also requests Council adopt an Ordinance to approve a budget adjustment appropriating the \$54,050 of grant funding in the General Fund.

BACKGROUND

The Memorandum of Understanding is entered into by the State of California, Department of Justice (DOJ) and the Roseville Police Department in response to the DOJ's request for applications for activities for California's local law enforcement agencies to submit and test untested sexual assault evidence.

In 2018, Assembly Bill 3118 required law enforcement agencies to audit all untested sexual assault evidence kits and report certain data regarding those kits to the DOJ no later than July 1, 2019. Roseville police personnel complied and developed a spreadsheet which identified 74 untested sexual assault kits. These kits were collected from 2001-2016 and are currently stored as evidence at the Roseville Police Department.

With grant approval, detectives and property & evidence clerks will facilitate the transfer of the sexual assault kits to Sorenson Forensics in order to comply with Assembly Bill 3118.

FISCAL IMPACT

The recommended budget adjustment will appropriate \$54,050 of grant funding in the General Fund for the processing of sexual assault test kits, including related administrative expenses, through June 20, 2022 .

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The State of California, Department of Justice Grant Award acceptance meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Shelly Bracco, Administrative Analyst

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-333

Memorandum of Understanding

Ordinance No. 6261

Budget Adjustment

DOJ/ SAE Grant Award Letter

RESOLUTION NO. 20-333

ACCEPTING A GRANT AWARD FROM THE STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City has been awarded \$54,050 in grant funding authorized through a Memorandum of Understanding (MOU) with the State of California, Department of Justice; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that as the grant recipient, the City of Roseville agrees to comply with all conditions and requirements related to conduct for the award; and

BE IT FURTHER RESOLVED that the City of Roseville accepts the State of California, Department of Justice, DOJ-SAE 2019-2020-08 Grant Award and the City Manager is authorized to execute the Memorandum of Understanding on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Roseville Police Department

Contact Jeff Kool
(1051 Junction Blvd Roseville, CA 95678)
(916 746-1096)
(jkool@roseville.ca.us)

MEMORANDUM OF UNDERSTANDING

with the
California Department of Justice

Expires June 30, 2022

I PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the **ROSEVILLE POLICE DEPARTMENT** (hereinafter, “Grantee”), to provide grant funds to Grantee for expenditure. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ’s Request for Applications for activities for California’s local law enforcement agencies to submit and test untested sexual assault evidence.

This MOU shall become effective upon execution by all parties and shall expire on June 30, 2022.

The DOJ grants to Grantee **\$54,050**, (the “Grant Amount”), for expenditure in accordance with this MOU, including the Scope of Work included in the approved Grant Application.

The Request for Applications and Grant Application are incorporated by reference into this MOU.

II COMMUNICATION

All reports, notices, requests, and/or correspondence pertaining to this MOU shall be forwarded to the DOJ at:

California Department of Justice
 Division of Law Enforcement
 Attn: Nicole Behler
 1300 I Street, Suite 1150
 Sacramento, CA 95814
SAESubmission@doj.ca.gov

III BUDGET

Grantee shall expend the Grant Amount in accordance with the approved Budget as follows:

EXPENDITURE CATEGORY	TOTAL AUTHORIZED AMOUNT
Personal Services (personnel salaries)	\$3,971
Operating Expenditures (outsourcing)	\$50,079
TOTAL	\$54,050

Grantee shall submit any request for a change to an Approved Budget item in writing or via e-mail to the DOJ, and any changes to the Approved Budget must be pre-approved in writing by the DOJ at least thirty (30) days in advance of any change to any Approved Budget item.

IV COST REIMBURSEMENT/INVOICING

DOJ shall reimburse Grantee, in arrears, for Grantee's actual expenditures incurred while performing the required workload. Grantee shall submit to DOJ **two (2)** Grantee Invoices for each month (one original and one copy) for all expenditures incurred during such month, including completed travel. Grantee shall ensure that it has accepted and approved all vendor deliverables, all equipment has been delivered, all travel is complete, and all administrative activities have been performed. All invoices must be sent to the grant manager via U.S. Mail or overnight delivery.

A) Receipts and Documentation:

Grantee shall provide substantiation to DOJ pertaining to acceptance of hardware, software, services, and deliverables along with Grantee Invoices for payment. Invoices paid by the Grantee and submitted to the DOJ for reimbursement shall include the invoice number, invoice date, service period, agreement number, vendor name, vendor contact information, amounts, and the approved Budget Template, clearly identifying with which Expenditure the invoice associates.

Grantee shall provide copies of packing slips substantiating delivery of purchased equipment. Grantee Invoices and supporting documentation must be sent to the DOJ in hard copy format no later than the 15th calendar day following the month of the Expenditure. (For example, a purchase made on June 2nd would require that the related Grantee Invoice be received by the DOJ no later than July 15th).

B) Workload Justification:

Each agency request for reimbursement shall be submitted in an invoice format and contain the following workload information associated with the reimbursement period:

- 1) For the reporting period, the total number of untested sexual assault cases submitted for testing, or the total number of cases tested if the agency (e.g., a crime lab) performed testing on evidence received from a submitting agency.

C) Match Requirements:

There is no match requirement for this grant.

Grantee Invoices must be delivered via U.S. Mail or overnight delivery and addressed to:

California Department of Justice
Division of Law Enforcement
Attn: Nicole Behler
1300 I Street, Suite 1150
Sacramento, CA 95814
SAESubmission@doj.ca.gov

V BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this MOU does not appropriate sufficient funds for the purposes contemplated by this MOU, this MOU shall be of no further force and effect. In such event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this MOU, and Grantee shall not be obligated to perform any provisions of this MOU for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this MOU, the DOJ shall have the option either to cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

VI ADMINISTRATION AND AUDIT

The DOJ is not liable for the Grantee's use of funds or any subsequent audit findings.

Grantee agrees that the DOJ and the California State Auditor, or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the funds expended by Grantee and the Grantee's performance under this MOU. Grantee agrees to maintain all such records and reports for possible audit for a minimum of three (3) years after payment by DOJ of the final Grantee Invoice submitted by Grantee. Grantee agrees to allow access to such records during normal business hours and to allow interviews with officers and employees who might reasonably have information related to such records. Grantee agrees to include a similar right for DOJ and the California State Auditor to audit records and interview staff in any subcontract related to performance of the MOU.

Should Grantee fail to comply with this MOU, including by submitting for reimbursement expenditures for purposes not permitted under the MOU, DOJ may take one or more actions. Actions include but are not limited to requiring Grantee to return all or any portion of grant funds, and any other remedies available under law. In addition, the Grantee may be disqualified from applying for or receiving future grant funds.

This section shall survive expiration or termination of this MOU.

VII GRANTEE CONTACT INFORMATION

Shelly Bracco/Management Analyst
Roseville PD, Finance
1051 Junction Blvd. Roseville, Ca 95678
916 774-5018
Sbracco@roseville.ca.us

Andrew Palmore/Sergeant
Roseville PD, Investigations
1051 Junction Blvd. Roseville, Ca 95678

916 774-5083

Apalmore@roseville.ca.us

Norma Screeton/ Property Supervisor

Roseville PD, Property Division

Mailing Address 1051 Junction Blvd. Roseville, Ca 95678

916 746-1056

Nscreeton@roseville.ca.us

VIII MISCELLANEOUS PROVISIONS

Amendment- No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment- This MOU is not assignable by Grantee in whole or in part.

Indemnification- To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the DOJ, its officers, agents and employees (collectively, the Indemnified Parties), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under any statutory law or at common law or otherwise, arising out of or based upon or in any way relating to the performance of this MOU, except to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party. The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses pursuant this section shall survive the expiration or termination of this MOU.

Optional Termination- The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

IX REPORTING REQUIREMENT

ROSEVILLE POLICE DEPARTMENT agrees to submit a quarterly report beginning September 1, 2020. The following information must be included in the report:

- a. For the reporting period, the total number of untested sexual assault cases submitted for testing, or the total number of cases tested if the agency (e.g., a crime lab)

performed testing on evidence received from a submitting agency. The report shall include the following information:

- 1.) Agency case number
- 2.) Date evidence was received by agency
- 3.) If the submitted evidence was a sexual assault kit, specify if it was included in the audit report the agency sent to DOJ per AB 3118 requirements
- 4.) Date evidence was submitted to a crime laboratory for processing
- 5.) Submitting agency and submitting agency case number, if applicable

A final quarterly report of untested sexual assault cases must be submitted to the DOJ on or before June 30, 2022.

IX AUTHORIZATION

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be forwarded to the Division of Law Enforcement, Office of the Chief, with all of its attachments, and will become effective upon completion of signature from all parties.

DOMINICK CASEY, City Manager
City of Roseville

Date



JAMES MACCOUN, Chief
Roseville Police Department

Date

7-28-2020

NICOLE BEHLER, Grant Administrator
Bureau of Forensic Services
California Department of Justice

Date

BARRY MILLER, Director
Bureau of Forensic Services
California Department of Justice

Date

CHRIS RYAN, Chief
Division of Operations
California Department of Justice

Date

ORDINANCE NO. 6261

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds from a State of California, Department of Justice grant award, per the request of the Police Department, as listed on the attached Request for Budget Adjustment in the amount of \$3,971.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Shelly Bracco/ Management Analyst FISCAL YEAR: 2020-2021
 PREPARER NAME & TITLE: Shelly Bracco/ Management Analyst COUNCIL DATE (if applicable): 8.19.2020
 DEPARTMENT/DIVISION: Police/ Administration ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5301	84001	700017	50,079	Testing of pending sexual assault kits
1001	5080	84001	700017	3,971	Detective staff time to prepare tests for mailing
1001	5980	44050		(3,971)	Detective staff time reimbursed by grant
TOTAL				50,079	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4410	84001	700017	54,050	Reimbursement from State Department of Justice
TOTAL				54,050	

NET ADJUSTMENT	(3,971)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001				3,971	Increase available resources
TOTAL				3,971	

Justification for Budget Adjustment:

In 2018, Assembly Bill 3118 required law enforcement agencies to audit all untested sexual assault evidence kits and report certain data regarding those kits to the DOJ no later than July 1, 2019. The Police Department still has 74 untested sexual assault kits. A budget adjustment of \$54,050 from the Department of Justice Law Enforcement Division Grant will offset costs for the testing of the pending SART kits as well as some administrative costs.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	 BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



DIVISION OF LAW ENFORCEMENT
1300 I Street, Suite 1150
SACRAMENTO, CA 95814
Telephone: (916) 210-7446
E-Mail Address: Nikki.Duda@doj.ca.gov

July 1, 2020

SENT VIA E-MAIL

Lieutenant Kool
Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678
Jkool@roseville.ca.us

Re: Award Notification: DOJ-SAE Submission-2019-2020-08

Dear Lieutenant Kool,

Congratulations! Your grant application has been approved for funding in the amount of **\$54,050**. Please see the attached Approved Budget for your authorized expenditures.

A draft Memorandum of Understanding (MOU) is attached for your review. Please review it carefully and insert the appropriate information in the highlighted areas on the cover page and in *Sections VIII* and *X*. Feel free to add signature lines or program contacts as necessary. Once the MOU has been reviewed and signed, please mail the original using the contact information listed on the MOU.

Please also email your completed Government TIN form (attached). This will enable the State Controller's Office to release funds to you upon receipt of your invoice.

If you have questions about this process, please don't hesitate to contact me at (916) 210-7446 or SAESubmission@doj.ca.gov. CA DOJ will announce two additional sexual assault evidence grant opportunities soon. These other grant programs will provide \$1.8 million from the Budget Act of 2018 (SB 862, 2018) and \$313,000 from the Voluntary Tax Contribution Fund (AB 280, 2017).

Sincerely,

A handwritten signature in blue ink, appearing to read "Nicola Marie Duda".

Nicola Marie Duda
Assistant Bureau Director

For XAVIER BECERRA
Attorney General



COUNCIL COMMUNICATION

CC #: 0937

File #: 0214 & 0201-01

Title:	Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Grant - Budget Adjustment
Contact:	Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

Meeting Date: 8/19/2020

Item #: 6.18.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance approving a budget adjustment to increase the Police Department's FY2020-21 operating revenue and expenditure budgets by \$50,942 to implement the Bureau of Justice Assistance - Coronavirus Emergency Supplemental Funding Grant.

BACKGROUND

The FY2019-20 Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program Grant is intended to provide eligible local governments with funding for preventing, preparing for, and responding to the Coronavirus. The original grant award was approved by Council with Resolution No. 20-212 during FY2019-20.

The Police Department intends to use the funding to purchase additional Personal Protective Equipment (PPE) so staff is appropriately outfitted and prepared with protective equipment for continued operations during the COVID-19 pandemic. In addition to PPE, funds are included for a respirator fit testing device to ensure proper fitting of PPE, and computer resources for at-risk office staff needing to telecommute.

After submitting the grant request, the United States Department of Justice / Bureau of Justice Assistance offered to award \$50,942 to fund all of the requested equipment. The grant-funded equipment will be purchased during FY2020-21.

FISCAL IMPACT

The recommended budget adjustment will add \$50,942 to the Police Department's FY2020-21 operating revenue and expenditure budgets for the purchase of the approved equipment, and will have no net impact on the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Shelly Bracco, Administrative Analyst

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6260

Budget Adjustment

ORDINANCE NO. 6260

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to implement the Bureau of Justice of Assistance - Corona Virus Emergency Supplemental Funding Grant, per the request of the Police Department, as listed on the attached Request for Budget Adjustment in the amount of \$50,942.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Shelly Bracco FISCAL YEAR: 2021
 PREPARER NAME & TITLE: Shelly Bracco COUNCIL DATE (if applicable): 8.19.2020
 DEPARTMENT/DIVISION: Police/ Administration ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5403	44040		30,996	Safety & Protective Gear/ COVID
1001	6550	44040		14,146	Capital Equipment/ Respirator testing device
1001	5399	44040		5,800	Technology Equipment<\$5,000 - computers (4)
TOTAL				50,942	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4401	44040		50,942	Revenue from Federal COVID-19 grant
TOTAL				50,942	

NET ADJUSTMENT	-
-----------------------	----------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

The police department received grant funding of \$50,942.00 from the Department of Justice BJA FY20 Coronavirus Emergency Supplemental Funding Program through 1.31.2022. The police department will use the funding to purchase additional Personal Protective Equipment (PPE) to appropriately prepare and outfit staff with protective equipment in order to continue operations during the COVID-19 pandemic. In addition to the PPE, the department will purchase a respirator fit testing device to endure proper fitting of PPE, and laptop computers to allow for "at-risk" office staff who will need to telecommute. All funds will be expended in FY2021.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE <u>7-14-2020</u>	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0928

File #: 0721-05 & 0201-01

Title: Creekview Specific Plan Parcel C-53 and C-54 - Bike Trail Reimbursement Agreement and Budget Adjustment

Contact: Jeannie Gandler 916-774-5331 jgandler@roseville.ca.us

Meeting Date: 8/19/2020

Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Adopt a resolution authorizing the City Manager to execute a reimbursement agreement between the City of Roseville and Anthem United Creekview Developments Limited Partnership, to fund the design and construction of a bike trail in Open Space Parcels C-53 and C-54.
2. Adopt an ordinance to approve a budget adjustment to cover the cost to design and construct a multi-use trail within Parcels C-53 and C-54 in the Creekview Specific Plan.

BACKGROUND

Anthem United, the developer of the Creekview Specific Plan, is proposing to design and construct a 1-mile long segment of paved multi-use trail north of Blue Oaks Boulevard and south of Pleasant Grove Creek. The east end of the trail would connect to planned trails in the West Roseville Specific Plan, while the west end of the trail would facilitate future connections to the Al Johnson Wildlife Area. This trail is identified in the Creekview Specific Plan and a funding mechanism for the trail is provided in the corresponding Development Agreement.

Anthem United proposes to design and construct the bike trail on a turn-key basis, with reimbursement provided from the Creekview Citywide Park and Bike Trail Fee program as funds become available. Construction costs for the trail are detailed in the Bike Trail Improvements Cost Estimate, and total \$623,040.

Trail construction is planned to begin in the spring of 2021, and is expected to be completed within six months.

FISCAL IMPACT

The developer will pay up front costs to design and construct the trail at an estimated cost of \$623,040. Reimbursement will be provided through the Creekview Specific Plan Citywide Park and Bike Trail fee program. The project will not use any General Fund resources.

ENVIRONMENTAL REVIEW

Development of the multi-use trail was previously evaluated in the Creekview Specific Plan EIR certified on September 19, 2012 and SCH NO - 2008032017, and identified in the associated Creekview Specific Plan. Based on results of an initial study, construction of the bike trail is found to be within the scope of the project covered by the Creekview Specific Plan Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analysis of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the Creekview Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Creekview Specific Plan EIR will be implemented during the design and construction of the Creekview Specific Plan multi-use trail.

Respectfully Submitted,

Mike Dour, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-327

Reimbursement Agreement

Ordinance No. 6256

Budget Adjustment

RESOLUTION NO. 20-327

APPROVING A BIKE TRAIL REIMBURSEMENT AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Bike Trail Reimbursement Agreement for Creekview Specific Plan Open
Space Parcels C-53 and C-54, by and between the City of Roseville and Anthem United
Creekview Developments Limited Partnership, has been reviewed by the City Council, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

BIKE TRAIL REIMBURSEMENT AGREEMENT
CREEKVIEW SPECIFIC PLAN OPEN SPACE PARCELS C-53 AND C-54

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 by and between the City of Roseville, a municipal corporation ("CITY") and Anthem United Creekview Developments Limited Partnership, a Washington limited partnership, ("DEVELOPER"), and

W I T N E S S E T H:

WHEREAS, DEVELOPER is the owner of certain real property under development known as the Creekview Specific Plan ("Creekview") located in the City of Roseville ("City"), County of Placer; and

WHEREAS, CITY and DEVELOPER entered into a Development Agreement relative to Creekview dated October 3, 2012, approved and adopted pursuant to Ordinance No. 5119 and First Amendment of Development Agreement dated November 6, 2019, approved and adopted pursuant to Ordinance No. 6151, (together "Development Agreement"); and

WHEREAS, a Class I bike trail is planned on the south side of open space parcels C-53 and C-54 in Creekview as shown on Exhibit "A," attached hereto and made part of this Agreement ("Bike Trail Improvements"); and

WHEREAS, DEVELOPER and CITY desire to construct the Bike Trail Improvements on a turn-key basis provided that the cost of the Bike Trail Improvements actually incurred ("Bike Trail Improvement Costs) are less than or equal to the bike trail component of the Creekview Citywide Park and Bike Trail Fee described in the Development Agreement; and

WHEREAS, pursuant to Section 3.12.4 of the Development Agreement, DEVELOPER shall be entitled to reimbursement by CITY from the Creekview Citywide Park and Bike Trail Fee, for the actual cost of constructing the bike trail segments, but not to exceed the cost of bike trail improvements specified in the Parks and Bike Trails Financing Plan of the Development Agreement; and

NOW, THEREFORE, CITY and DEVELOPER agree as follows:

1. Construction Documents. DEVELOPER shall cause the preparation of construction plans and specifications for the Bike Trail Improvements (“Construction Documents”). The Construction Documents shall be consistent with the Creekview Specific Plan and with the City’s Park and Public Works Construction Standards. The Construction Documents shall be subject to review and approval by the Department of Public Works (“Department”) and other applicable City departments.
2. Bid Documents. DEVELOPER shall prepare the bid documents for the Bike Trail Improvements. The Department shall review and approve the bid documents prior to the issuance of a notice of and invitation to bid by DEVELOPER. Bids shall be lump sum with an itemized unit summary to be used for additions and deletions only. The Department shall also review the bids received by DEVELOPER and shall approve DEVELOPER’s selection of the most appropriate bid prior to the award of contract. All bids shall include prevailing wage rates (see Section 14 below). The Department shall have ten (10) working days to review the bids and, in the event the Department concludes the bids are unacceptably high and not to budget, to notify DEVELOPER of required modifications to the Bike Trail Improvements or the need to solicit additional bids. The Department shall provide DEVELOPER with an opportunity to

review and comment on any proposal by the Department to modify the Bike Trail Improvements and shall give such comments fair consideration.

3. Commencement of Improvements. DEVELOPER shall commence construction of the Bike Trail Improvements in accordance with the approved Construction Documents unless the construction timeframe falls between October 15 and April 15, in which case construction shall commence on April 16 or as otherwise required by environmental approvals.

DEVELOPER shall diligently proceed with such construction and use its best efforts to complete the construction. Notice of satisfaction of DEVELOPER's construction obligations shall be evidenced by a written acceptance of the Bike Trail Improvements by CITY. Following acceptance of the Bike Trail Improvements by CITY, DEVELOPER shall convey to CITY all rights, title and interest to parcels C-53 and C-54 in accordance with the Development Agreement and conditions of approval for Creekview.

4. Timeframes. DEVELOPER acknowledges that the construction of the Bike Trail Improvements is dependent upon compliance with all timeframes set forth in this Agreement. CITY acknowledges and agrees that any failure to comply with such timeframes shall not affect the rights of DEVELOPER to proceed with the construction of units for which building permits have been issued by CITY.

5. Change Orders. DEVELOPER shall submit a written request for approval of any change orders to the CITY at least ten (10) working days prior to proceeding with any change order. DEVELOPER shall not issue any change orders on such construction contract without first obtaining CITY's written consent. DEVELOPER acknowledges failure to obtain such written consent from CITY will result in DEVELOPER's sole responsibility to pay for such

change orders without reimbursement or credit from CITY. Any change in design in the Bike Trail Improvements must have CITY's pre-approval.

6. Payments. DEVELOPER shall be responsible for all payments associated with the Bike Trail Improvements including, but not limited to, contractor's work, consultant construction assistance, CITY inspections, permits, and fees. DEVELOPER shall provide to CITY a monthly accounting summary outlining project costs to date. DEVELOPER shall include copies of invoices paid. DEVELOPER shall provide copies of cancelled checks if requested by CITY.

7. Warranty. DEVELOPER shall provide CITY a warranty for the Bike Trail Improvements for a period of one year from the date of above acceptance by CITY. Any warranty repairs performed shall be the responsibility of DEVELOPER and shall not be subject to the reimbursement provisions of this Agreement.

8. Cost of Bike Trail Improvements. The cost of constructing the Bike Trail Improvements in accordance with the Construction Documents shall be no greater than six hundred twenty-three thousand forty dollars (\$623,040.00), as shown on Exhibit "B" (Bike Trail Improvements Cost Estimate) attached and incorporated by this reference. CITY and DEVELOPER acknowledge that the actual construction costs of the Bike Trail Improvements may vary from the estimated costs. However, the parties will make every effort to enumerate the Bike Trail Improvements cost up front. The Bike Trail Improvements cost that will be subject to reimbursement in accordance with Section 9 below shall consist of the bid amounts as approved by CITY pursuant to Section 2 above and any change orders approved by CITY pursuant to Section 5 above.

9. Reimbursement of the Costs of Bike Trail Improvements. In consideration for the Bike Trail Improvements constructed by DEVELOPER as specified in Exhibits “A” and “B,” CITY shall reimburse DEVELOPER with funds from the Creekview Citywide Park and Bike Trail Fee fund (the “Reimbursable Costs”). Costs presented by DEVELOPER to CITY that are not pre-authorized or pre-approved by CITY shall be rejected and are not subject to reimbursement. DEVELOPER shall be responsible for any such costs exceeding the Reimbursable Costs.

DEVELOPER and its successors and assigns shall remain responsible for the payment of all Creekview Citywide Park and Bike Trail Fees and Neighborhood Park Fees paid at building permit.

10. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs following acceptance of the Bike Trail Improvements consistent with Section 9, as bike trail funds are collected and made available within the Creekview Citywide Park and Bike Trail Fee. Upon submission by DEVELOPER and approval by CITY of itemized invoices evidencing the costs for construction which reimbursement is to be provided in accordance with this Agreement, CITY shall make quarterly payments to DEVELOPER as funds are available from the Creekview Citywide Park and Bike Trail Fee fund.

11. Cost of Maintenance. Pursuant to Section 3.19.1 of the Development Agreement, DEVELOPER is forming the Creekview Community Facilities District for Services (CFD #2). Upon completion and CITY’s acceptance of the Bike Trail Improvements, DEVELOPER shall pay CITY for all costs for maintenance of the Bike Trail Improvements until thirteen (13) single-family (LDR or MDR) residential units in Creekview are occupied by owners paying the prescribed assessment in CFD #2. In consideration of early construction of the Bike Trail

Improvements, and notwithstanding Section 3.12.6 of the Development Agreement, DEVELOPER agrees to pay CITY for all costs for maintenance of the Bike Trail Improvements at the established standard service level, at a cost of \$1.11 per linear foot per year multiplied by 5,500 linear foot, for a total annual obligation of \$6,105.00. Payment shall be made by DEVELOPER upfront on or before July 1st each year. Following occupancy of thirteen (13) single-family (LDR or MDR) residential units in Creekview and payment of the prescribed assessment, DEVELOPER shall no longer have any obligations to pay CITY for such maintenance costs.

In the event that DEVELOPER defaults in whole or in part on its obligation to pay for costs for maintenance of the Bike Trail Improvements, CITY may elect to withhold issuance of any further building permits for residential units south of Pleasant Grove Creek in Creekview. DEVELOPER's obligation to pay CITY for maintenance costs shall be binding on all successors, executors, administrators and assigns of DEVELOPER.

12. Reimbursement Rights Personal to DEVELOPER. The reimbursement rights for which provision is made in the Agreement shall be personal to DEVELOPER and shall not run to any successor in interest without prior written consent of CITY, which consent shall not be reasonably withheld.

13. Obligations Arising from Agreement. Neither the General Fund, nor any other fund or monies of CITY, except the Creekview Citywide Park and Bike Trail Fee Fund shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. DEVELOPER's obligations arising from this Agreement are not a debt of CITY, or

a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

14. Prevailing Wages and Contractor Registration. For purposes of this Agreement, DEVELOPER shall require its contractors and subcontractors retained to construct the Bike Trail Improvements to comply with all applicable prevailing wage laws, including but not limited to California Labor Code Section 1770 et seq. In addition, the Bike Trail Improvements are a public works project subject to prevailing wages and Department of Industrial Relations registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. DEVELOPER is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. Payment Bond. Prior to the commencement of the Bike Trail Improvements, DEVELOPER shall procure a Payment Bond securing the payment of the claims of laborers, mechanics or material suppliers employed to construct the Bike Trail Improvements. The Payment Bond shall be in the amount of six hundred twenty-three thousand forty dollars (\$623,040.00), the estimated cost of the Bike Trail Improvements. If the Bike Trail Improvements increases by the issuance of change orders, the penal amounts of the Payment Bond required shall increase accordingly. The surety on, and form of, the Payment Bond shall be subject to approval by the CITY.

16. Assignment. DEVELOPER shall not assign this Agreement without the prior written consent of CITY.

17. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

20. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the CITY OF ROSEVILLE, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2020, and DEVELOPER has caused this Agreement to be executed.

[Signatures on following page]

CITY:

CITY OF ROSEVILLE, a
Municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JASON SHYKOWSKI
Public Works Director

DEVELOPER:

Anthem United Creekview Developments Limited Partnership,
a Washington limited partnership

By: Anthem United Creekview Management, LLC,
A Washington limited liability company
Its: General Partner

By:  _____
Brian Moore

Its: Vice President

(NOTARIZATION REQUIRED)

EXHIBITS

Exhibit A Bike Trail Improvements

Exhibit B Bike Trail Improvements Cost Estimate

Exhibit A Bike Trail Improvements

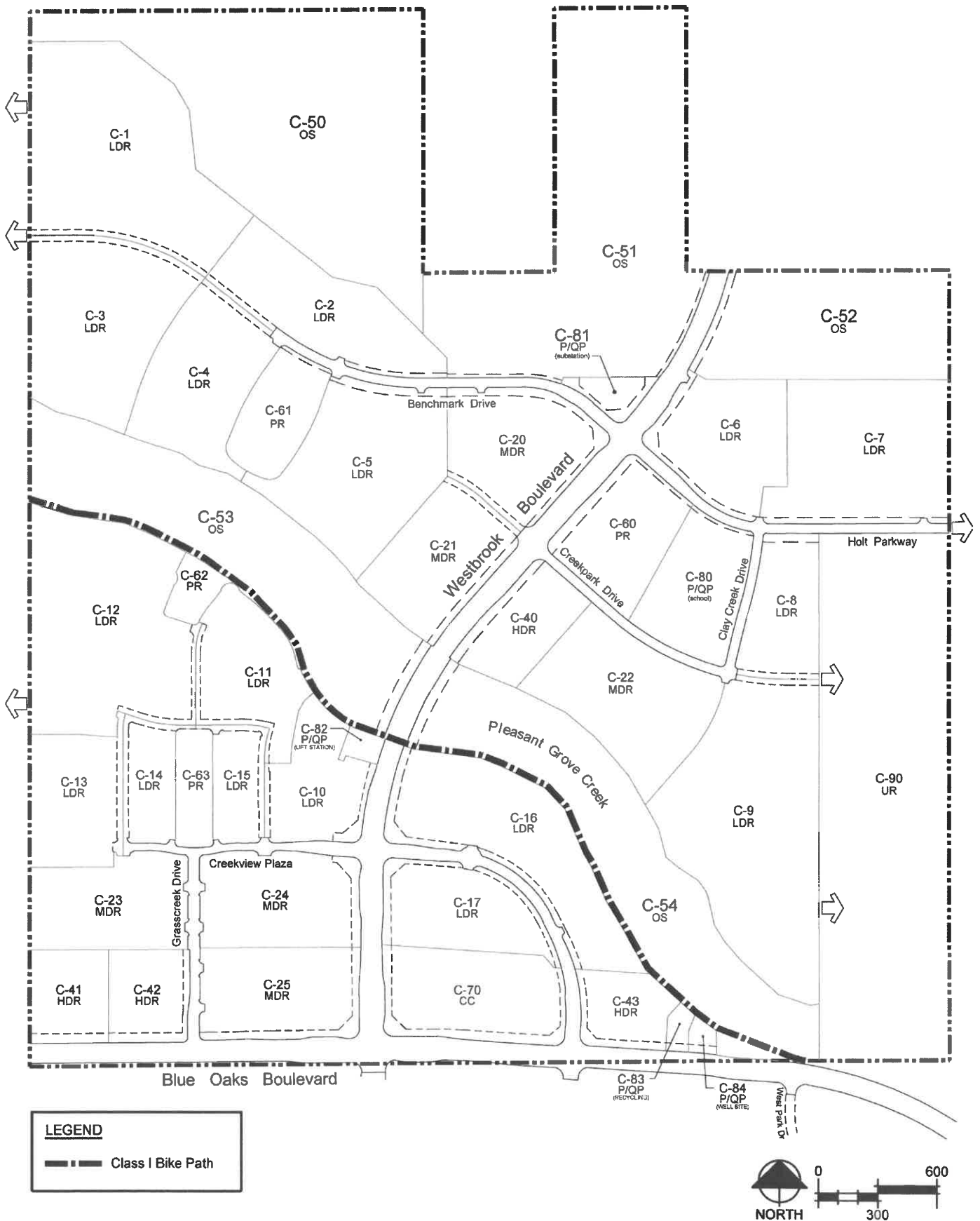
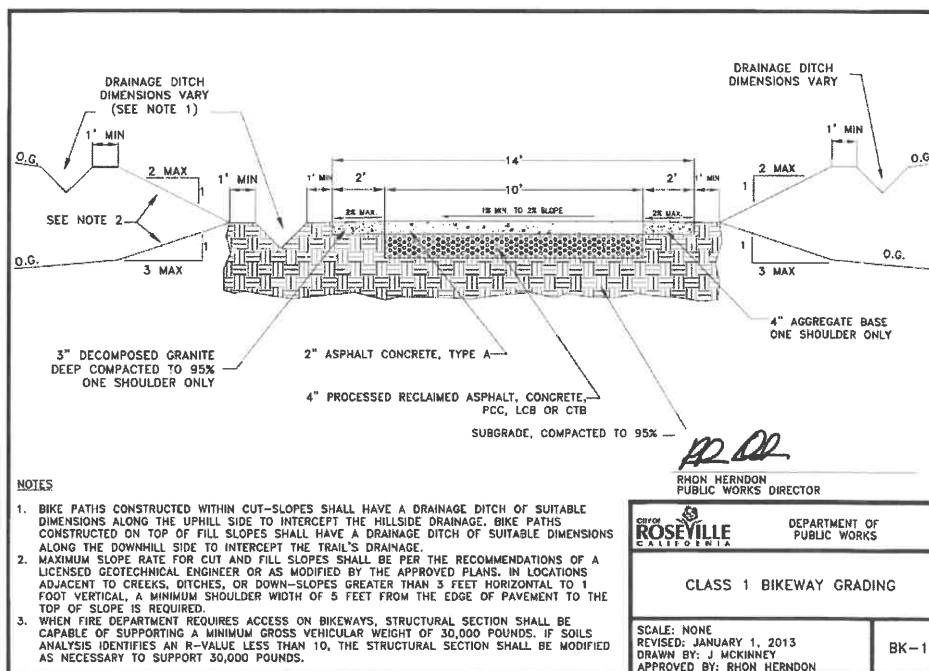


Exhibit B
Bike Trail Improvements Cost Estimate

ITEM	QUANTITY	UNITS	UNIT PRICE	ITEM COST
WEST OF WESTBROOK BOULEVARD (2,800LF)				
Subgrade Preparation	39,200	SF	\$ 0.50	\$ 19,600.00
2"AC over 9"AB	28,000	SF	\$ 3.60	\$ 100,800.00
4" AB Shoulder	5,600	SF	\$ 2.15	\$ 12,040.00
3" DG Shoulder	5,600	SF	\$ 2.15	\$ 12,040.00
Post & Cable Fence	2,800	LF	\$ 32.00	\$ 89,600.00
			Soft Costs (20%)	\$ 46,816.00
			Contingency (15%)	\$ 35,112.00
			Subtotal	\$ 316,008.00
EAST OF WESTBROOK BOULEVARD (2,700LF)				
Excavation	1,100	CY	\$ 6.00	\$ 6,600.00
Subgrade Preparation	37,800	SF	\$ 0.50	\$ 18,900.00
2"AC over 9"AB	27,000	SF	\$ 3.60	\$ 97,200.00
4" AB Shoulder	5,400	SF	\$ 2.15	\$ 11,610.00
3" DG Shoulder	5,400	SF	\$ 2.15	\$ 11,610.00
Post & Cable Fence	2,700	LF	\$ 32.00	\$ 86,400.00
			Soft Costs (20%)	\$ 46,464.00
			Contingency (15%)	\$ 34,848.00
			Subtotal	\$ 307,032.00
			TOTAL	\$ 623,040.00



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Placer }

On July 20, 2020 before me, Bonnie Kwan, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Brian Moore
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

ORDINANCE NO. 6256

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for a multi-use trail within Parcels C-53 and C-54 in the Creekview Specific Plan, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$25,000.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Michael Dour, Alternative Transportation Manager FISCAL YEAR: 2021
 PREPARER NAME & TITLE: Elizabeth Haydu, Financial Analyst II COUNCIL DATE (if applicable): 8/19/2020
 DEPARTMENT/DIVISION: PW /Alternative Transportation ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3323	6587	84001	500168	573,040	Construction of Creekview SP Pcl C-53 & C-54 Bike
3323	5080	84001	500168	50,000	Project Labor
1001	5980	66050		(25,000)	Secondary Labor anticipated for plan checks and inspections for FY2021
TOTAL				598,040	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3323	4230	84001	500168	623,040	Creekview Bike Trail Fees
TOTAL				623,040	

NET ADJUSTMENT	(25,000)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001				25,000	Increase General Fund available resources
TOTAL				25,000	

Justification for Budget Adjustment:

This project is for the design, construction and installation of a Class I Bike Trail on Open Space Parcels C-53 and C-54 of the Creekview Specific Plan per the approved Reimbursement Agreement with Anthem United Creekview Developments Limited Partnership (Anthem United Creekview). Reimbursements will be made to Anthem United Creekview on a quarterly basis from available Creekview Citywide Park and Bike Trail development fees (Fund 3323 - Bike Trail - Creekview) as they are collected, prescribed in the Creekview Specific Plan Development Agreement. This adjustment also includes an increase in secondary labor in the Development Services Department for plan checks and inspections; resulting in an increase of General Fund available resources.

REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE		BUDGET MANAGER / DESIGNEE	
DATE		DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE	
DATE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY			
DATE			



COUNCIL COMMUNICATION

CC #: 0932

File #: 0800-03 & 0201-01

Title: Industrial Switchgear 2 Project - Budget Adjustment

Contact: Eric Campbell 916-774-5626 ecampbell@roseville.ca.us

Meeting Date: 8/19/2020

Item #: 6.20.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve a budget adjustment authorizing a \$400,000 increase in the Industrial Switchgear 2 Project budget.

BACKGROUND

As part of Roseville Electric Utility's overall Capital Improvement Plan, staff has determined that certain equipment at the Industrial Substation has reached the end of its useful life and must be replaced. The existing switchgear equipment is failing and replacement parts are no longer available. The Industrial Switchgear 2 Project will utilize more up to date technologies, reduce maintenance costs, and improve system reliability. A \$400,000 increase is requested due to additional switchgear equipment costs, contractor bids pricing significantly higher than anticipated, and increased internal labor costs associated with the project.

FISCAL IMPACT

Approval of the recommended budget adjustment authorizes an additional \$400,000 in funding from the Electric Fund in FY2020-21 for the Industrial Switchgear 2 Project. The recommended budget adjustment will increase the total project budget from \$1,590,000 to \$1,990,000. Funding is available in the Electric Fund to cover this budget increase for FY2020-21.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Eric Campbell, Electric Financial Administrator

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6258

Budget Adjustment

ORDINANCE NO. 6258

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Industrial Switchgear 2 project, per the request of the Electric Department as listed on the attached Request for Budget Adjustment in the amount of \$400,000.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Vince Bottoni FISCAL YEAR: 2021
PREPARER NAME & TITLE: Joanna Cucchi COUNCIL DATE (if applicable): 8/19/2020
DEPARTMENT/DIVISION: Electric/Administration ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6587	84701	500049	400,000	Increase Industrial Switchgear 2 project budget
TOTAL				400,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	400,000
----------------	---------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(400,000)	Decrease fund balance
TOTAL				(400,000)	

Justification for Budget Adjustment:

This project is to replace substation equipment that has reached the end of its useful life. The new switchgear will utilize more up to date technologies and provide a higher rate of reliability. A \$400,000 increase is requested due to the new switchgear costs and civil-related contractor bids coming in higher than anticipated, as well as increasing labor costs this fiscal year.

REQUIRED APPROVALS:


Michelle Bertolino (Jul 28, 2020 10:50 PDT)

Jul 28, 2020

REQUESTING DEPARTMENT HEAD / DESIGNEE

DATE

BUDGET MANAGER / DESIGNEE

DATE

CHIEF FINANCIAL OFFICER / DESIGNEE

DATE

CITY MANAGER / DESIGNEE

DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY

DATE

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0934

File #: 0704 & 0201-01

Title: Riego Creek Adventure Club Modular Facility - Budget Adjustment

Contact: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

Meeting Date: 8/19/2020

Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff requests Council adopt an ordinance approving a budget adjustment in the amount of \$45,000 to increase the Riego Creek Adventure Club Modular Facility Project funding.

BACKGROUND

The Parks, Recreation & Libraries Department is submitting this budget adjustment for approval to appropriate the funds necessary to complete the purchase and installation of a portable Adventure Club building at Riego Creek Elementary school. This budget adjustment is in addition to the \$340,000 initially budgeted for this project, bringing the total project to \$385,000. The additional \$45,000 is needed for unexpected project costs including the pouring of an asphalt pad to set the building on, the moving of water and sewer lines, and increased electrical connection expenses. The additional project funding of \$45,000 will come from the Youth Development Fund balance and does not impact the General Fund.

FISCAL IMPACT

This action will result in an increase of \$45,000 to the Adventure Club Modular Facility Capital Improvement Project (#400186). The increased funding will be used to complete the installation of the modular facility at Riego Creek Elementary School. The Youth Development Fund balance will be reduced by \$45,000. The Youth Development Fund consists of before school, after school, and preschool program revenues that exceed program expenses.

ENVIRONMENTAL REVIEW

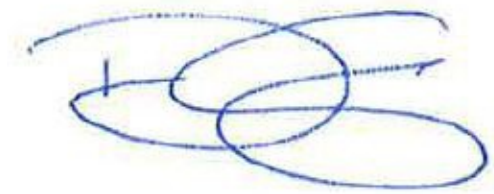
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A budget adjustment meets the above criteria and is not subject to

CEQA. No additional environmental review is required.

Respectfully Submitted,

Rob Nakamura, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6259

Budget Adjustment

ORDINANCE NO. 6259

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Riego Creek Adventure Club Modular Facility project, at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$45,000.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Rob Nakamura, Recreation Superintendent FISCAL YEAR: FY2020-21
 PREPARER NAME & TITLE: Kathy Cullen, Administrative Analyst COUNCIL DATE (if applicable): 8/19/2020
 DEPARTMENT/DIVISION: Parks, Recreation & Libraries ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6591	6541	84001	400186	45,000	Adventure Club Modular Facility for Riego Creek Elementary
TOTAL				45,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	45,000	
----------------	--------	--

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6591				(45,000)	Reduce Fund Balance inYouth Development Fund (6591)
TOTAL				(45,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is submitting this budget adjustment for approval to appropriate the funds necessary to complete the purchase and installation of a portable Adventure Club building at Riego Creek Elementary school. This budget adjustment is in addition to the \$340,000 initially budgeted for this project, bringing the total project to \$385,000. The additional \$45,000 is needed for unexpected project costs, including the pouring of an asphalt pad to set the building on, the moving of water and sewer lines as well as increased electrical connection expense. The additional project funding of \$45,000 comes from the available fund balance in the Youth Development Fund and does not impact the General Fund.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE		7/22/20 DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE	
DATE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0938

File #: 0206-03-01

Title: Second Reading of Ordinance - Villages at Sierra Vista Community Facilities District (Public Facilities) - Levying of Special Taxes
Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Meeting Date: 8/19/2020

Item #: 6.22.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5960 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE
LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE VILLAGES AT SIERRA
VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), for second
reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 5960

ORDINANCE NO. 5960

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

WHEREAS, on March 21, 2018, this City Council (the "City Council") of the City of Roseville (the "City"), adopted a resolution stating its intention to establish "City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "CFD") and "City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)" (the "Future Annexation Area") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), to finance the acquisition and construction of certain facilities;

WHEREAS, notice was published as required by the Act relative to the intention of this City Council to form the CFD and the Future Annexation Area, to provide for certain facilities and to incur bonded indebtedness for the CFD in an amount not to exceed \$310,000,000;

WHEREAS, this City Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD and the Future Annexation Area, and the rate and method of apportionment of the special tax to be levied within the CFD to finance a portion of the costs of the facilities and (ii) the issuance of not to exceed \$310,000,000 of bonded indebtedness for the CFD;

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area, and the levy of said special taxes within the CFD were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held;

WHEREAS, subsequent to the hearing, this City Council adopted resolutions entitled "A Resolution of the City Council of the City of Roseville to Form City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) and Future Annexation Area" (the "Resolution of Formation"), "A Resolution Determining Necessity to Incur Bonded Indebtedness of the City Council of the City of Roseville for Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "Resolution of Necessity") and "Resolution Calling Special Election of the City Council of the City of Roseville Regarding City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)," which resolutions defined the public facilities to be financed by the CFD (the "Facilities"), established the CFD and the Future Annexation Area, authorized the levy of a special tax with the CFD, determined the necessity to incur bonded indebtedness in the CFD and called an election within the CFD on the propositions of incurring indebtedness, levying a special tax, and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings; and

WHEREAS, on May 2, 2018 a special election was held within the CFD at which the eligible landowner-electors approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, as follows:

Section 1. By the passage of this Ordinance, the City Council hereby authorizes and levies special taxes within the CFD (including any parcels in the Future Annexation Area that annex into the CFD) pursuant to the Act, at the rate and in accordance with the formula (the "Rate and Method") set forth in the Resolution of Formation, which Resolution of Formation is by this reference incorporated herein, or the applicable Unanimous Approval which rate and method is by this reference incorporated herein. The special taxes are hereby levied commencing in fiscal year 2018-19 and in each fiscal year thereafter until payment in full of any bonds issued by the City for the CFD (the "Bonds") or such longer period provided in the Rate and Method, as contemplated by the Resolution of Formation and the Resolution of Necessity, and all costs of administering the CFD. A special tax shall not be levied in one or more future improvement areas formed to include territory that annexes into the CFD from the Future Annexation Area (each, a "Future Improvement Area") to finance the Facilities after the fiscal year identified in the rate and method for the Future Improvement Area, except that a special tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. For Future Improvement Areas, a different rate and method may be adopted if the annexed territory is designated as a separate improvement area.

Section 2. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

Section 3. Except as set forth in the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD (including any parcels in the Future Annexation Area that annex into the CFD) in excess of the maximum tax specified in the Resolution of Formation.

Section 4. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and in the Resolution of Formation including, but not limited to, the payment of principal and interest on the Bonds, the replenishment of the reserve fund for the Bonds, the payment of the costs of the Facilities, the payment of the costs of the City in administering the CFD (including any parcels in the Future Annexation Area that annex into the CFD), and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Placer in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Placer for fiscal year 20__-

___ and for each fiscal year thereafter until the Bonds are paid in full or such longer period of time provided in the Rate and Method.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD (including any parcels in the Future Annexation Area that annex into the CFD), by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

The foregoing Ordinance was adopted by the City Council of the City of Roseville on the 2nd day of May, 2018, on the following vote:

AYES: COUNCILMEMBERS: Gore, Alvord, Herman, Allard, Rohan

NOES: COUNCILMEMBERS: None

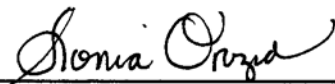
ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None



Mayor

ATTEST:



City Clerk



COUNCIL COMMUNICATION

CC #: 0926
File #: 0102-12

Title: Northern California Power Agency Appointments
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.23.

RECOMMENDATION TO COUNCIL

Recommend the City Council approve the appointment of Councilmember Pauline Roccucci as the primary representative on the Northern California Power Agency, and Vice Mayor Krista Bernasconi as the alternate member for the duration of the 2018/2020 Council assignments.

BACKGROUND

The Northern California Power Agency (NCPA), a California Joint Action Agency, was established in 1968 by a consortium of locally owned electric utilities to make joint investments in energy resources that would ensure an affordable, reliable, and clean supply of electricity for customers in its member communities. NCPA members include municipalities, a rural electric cooperative, and other publicly owned entities for which the not-for-profit agency provides such services as the purchase, aggregation, scheduling, and management of electrical energy.

The NCPA Legislative and Regulatory Affairs Committee, comprised of locally-elected officials, meets regularly to chart the course for the agency's policy programs – ensuring a direct linkage between NCPA and the interests of the communities and districts they serve. This construct ensures that NCPA is a true voice of the consumer as they engage in state and federal policy debates. The City of Roseville's participation is important as cooperation with NCPA directly benefits the Roseville rate payers. Councilmember Pauline Roccucci is suited for the appointment as she has served as the NCPA alternate member since 2018.

FISCAL IMPACT

There is no direct fiscal impact associated with this appointment.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Appointments to the Northern California Power Agency meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Sonia Orozco, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Sonia Orozco.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0943
File #: 0400-07

Title: Sierra Vista DF Properties, Inc., Large Lot Subdivision Final Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 8/19/2020
Item #: 6.24.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, the easements offered thereon, but reject at this time, on behalf of the public, all irrevocable offers of dedication, and approve the abandonment of the irrevocable offers of dedication of rights of way and easements listed thereon.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 6 large lots for future development, 1 public park lot, 1 public open space lot and 1 public landscape lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Sierra Vista DF Properties, Inc., Large Lot Subdivision final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista DF Properties, Inc., Large Lot Subdivision final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista DF Properties, Inc.,

Large Lot Subdivision final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - DF PROPERTIES, INC. LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT).
- (C) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".
- (D) A PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ON AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS FIDDYMENT ROAD, BASELINE ROAD, VISTA GRANDE BOULEVARD, MARKET STREET, UPLAND DRIVE, BRAMBLEWOOD WAY AND SAN FERNANDO DRIVE.
- (B) LOT A SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHT-OF-WAY.
- (C) LOT 5 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC OPEN SPACE PURPOSES.
- (D) LOT 4 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC PARK PURPOSES.

D F PROPERTIES, INC., A CALIFORNIA CORPORATION

BY: _____
NAME: KENNETH DENIO
TITLE: PRESIDENT

BY: _____
NAME: JEFF RONTEN
TITLE: EXECUTIVE VICE PRESIDENT / CFO

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

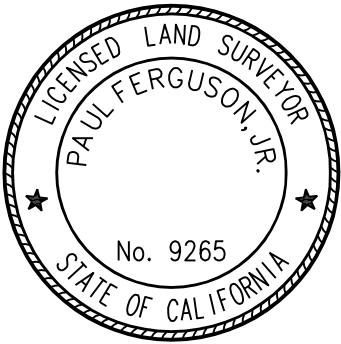
SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - DF PROPERTIES, INC. LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF DF PROPERTIES, INC., IN AUGUST 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY JUNE 30, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: _____



CITY ENGINEER'S STATEMENT

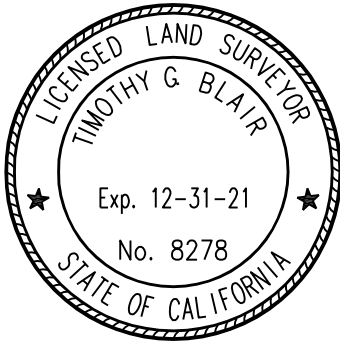
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - DF PROPERTIES, INC. LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - DF PROPERTIES, INC. LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - DF PROPERTIES, INC. LARGE LOT SUBDIVISION", BUT REJECTS AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENTS AND RIGHTS-OF-WAY LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: \$ _____
DEPUTY

FINAL MAP OF
SIERRA VISTA
DF PROPERTIES, INC.
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

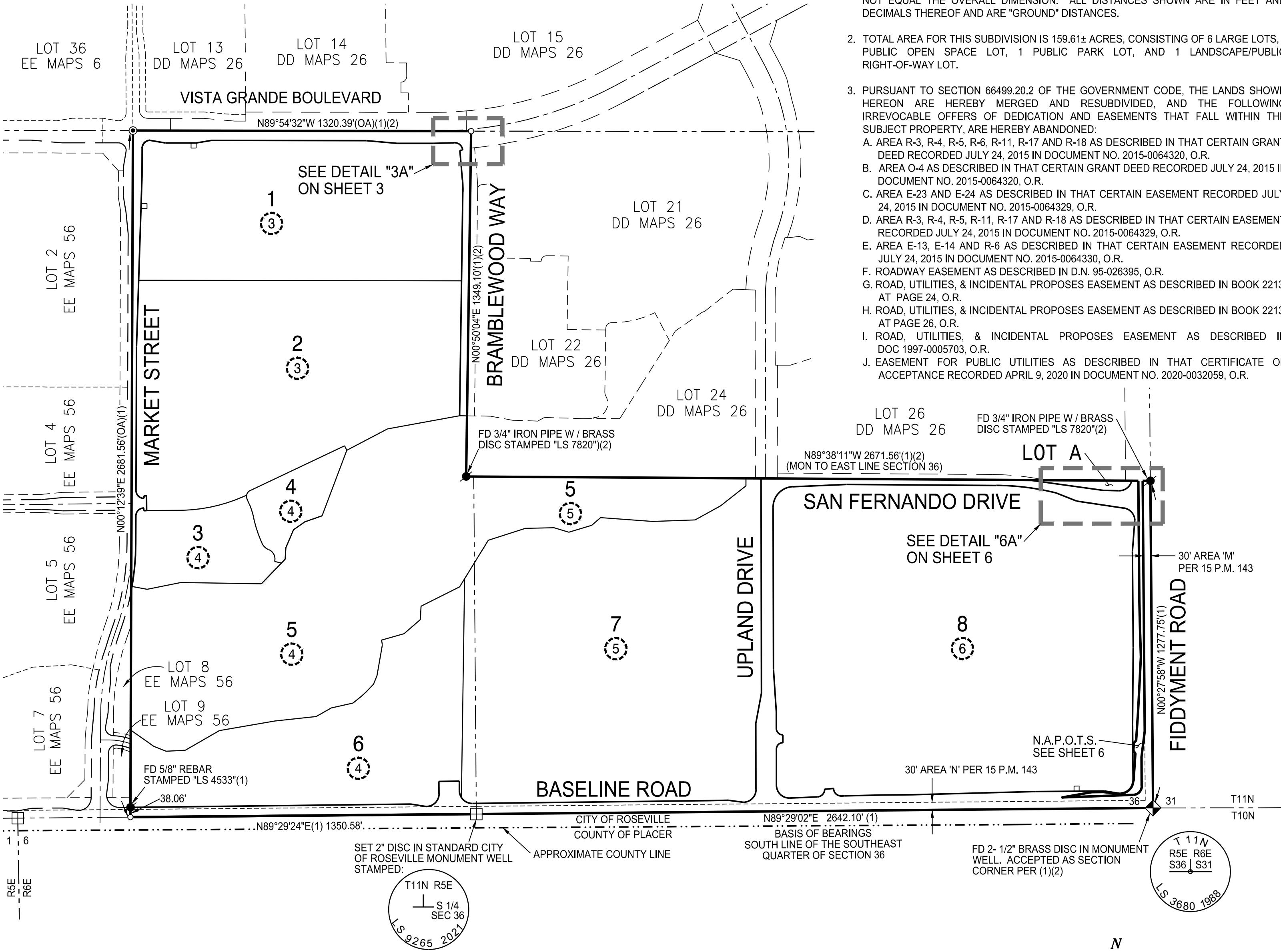
BEING A PORTION OF PARCEL B AND A PORTION OF PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. P-73362" FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS. LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

AUGUST 2020

SHEET 1 OF 6 18476.LLFM



- NOTES:**
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
 - TOTAL AREA FOR THIS SUBDIVISION IS 159.61± ACRES, CONSISTING OF 6 LARGE LOTS, 1 PUBLIC OPEN SPACE LOT, 1 PUBLIC PARK LOT, AND 1 LANDSCAPE/PUBLIC RIGHT-OF-WAY LOT.
 - PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND EASEMENTS THAT FALL WITHIN THE SUBJECT PROPERTY, ARE HEREBY ABANDONED:
 - A. AREA R-3, R-4, R-5, R-6, R-11, R-17 AND R-18 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064320, O.R.
 - B. AREA O-4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064320, O.R.
 - C. AREA E-23 AND E-24 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064329, O.R.
 - D. AREA R-3, R-4, R-5, R-11, R-17 AND R-18 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064329, O.R.
 - E. AREA E-13, E-14 AND R-6 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064330, O.R.
 - F. ROADWAY EASEMENT AS DESCRIBED IN D.N. 95-026395, O.R.
 - G. ROAD, UTILITIES, & INCIDENTAL PROPOSES EASEMENT AS DESCRIBED IN BOOK 2213, AT PAGE 24, O.R.
 - H. ROAD, UTILITIES, & INCIDENTAL PROPOSES EASEMENT AS DESCRIBED IN BOOK 2213, AT PAGE 26, O.R.
 - I. ROAD, UTILITIES, & INCIDENTAL PROPOSES EASEMENT AS DESCRIBED IN DOC 1997-0005703, O.R.
 - J. EASEMENT FOR PUBLIC UTILITIES AS DESCRIBED IN THAT CERTIFICATE OF ACCEPTANCE RECORDED APRIL 9, 2020 IN DOCUMENT NO. 2020-0032059, O.R.

- LEGEND**
- FOUND SECTION CORNER AS NOTED
 - QUARTER SECTION CORNER, NO MONUMENT FOUND
 - FOUND MONUMENT AS NOTED
 - FOUND 2" DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL (2)
 - SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
 - SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
 - DIMENSION POINT
 - AC. ACRES
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - CL CENTERLINE
 - D.N. DOCUMENT NUMBER
 - FD FOUND
 - J.U.A. JOINT USE AGREEMENT
 - L.E. LANDSCAPE EASEMENT
 - M.A.E. MAINTENANCE ACCESS EASEMENT
 - MON MONUMENT
 - N.A.P.O.T.S. NOT A PART OF THIS SURVEY
 - (OA) OVERALL
 - O.R. OFFICIAL RECORDS OF PLACER COUNTY
 - P.E. PEDESTRIAN EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - (R) RADIAL BEARING
 - R.S. RECORD OF SURVEY
 - () RECORD DATA PER REFERENCE
 - R.O.W. RIGHT OF WAY
 - S.F. SQUARE FEET
 - (1) SHEET INDEX
 - - - CITY/COUNTY LIMITS

BASIS OF BEARINGS:
THE BEARING N 88°29'02" E, BEING THE SOUTH LINE OF THE SOUTH EAST QUARTER OF SECTION 36 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS.

- REFERENCES:**
- (1) 22 R.S. 135
 - (2) DD MAPS 26
 - (3) EE MAPS 6
 - (4) EE MAPS 56

LARGE LOT #	L.L.T.M. PLAN #
LOT 1	DF-20
LOT 2	DF-1
LOT 3	DF-2
LOT 4	DF-50
LOT 5	DF-80, DF-81
LOT 6	DF-40
LOT 7	DF-41
LOT 8	DF-42

FINAL MAP OF
SIERRA VISTA
DF PROPERTIES, INC.
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

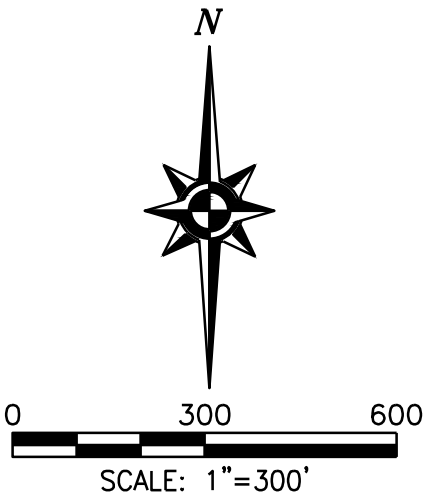
BEING A PORTION OF PARCEL B AND A PORTION OF PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. P-73362" FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS. LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

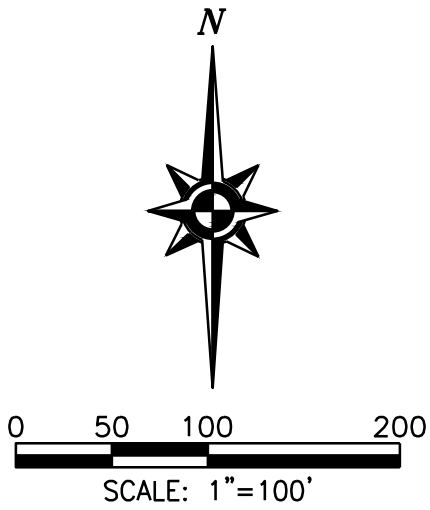
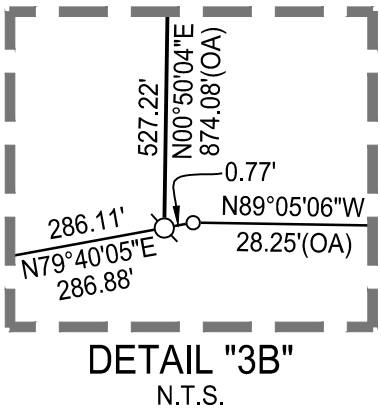
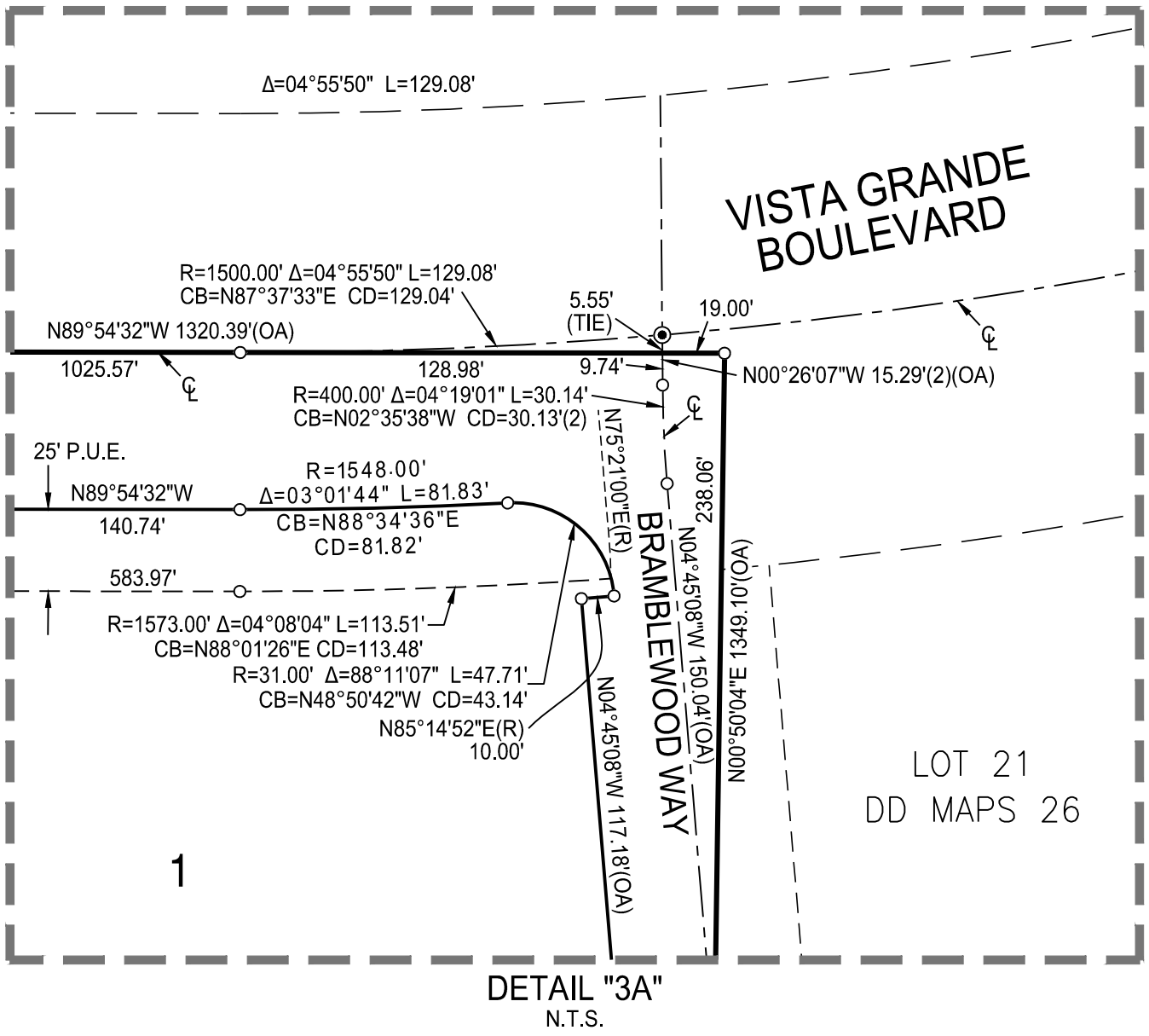
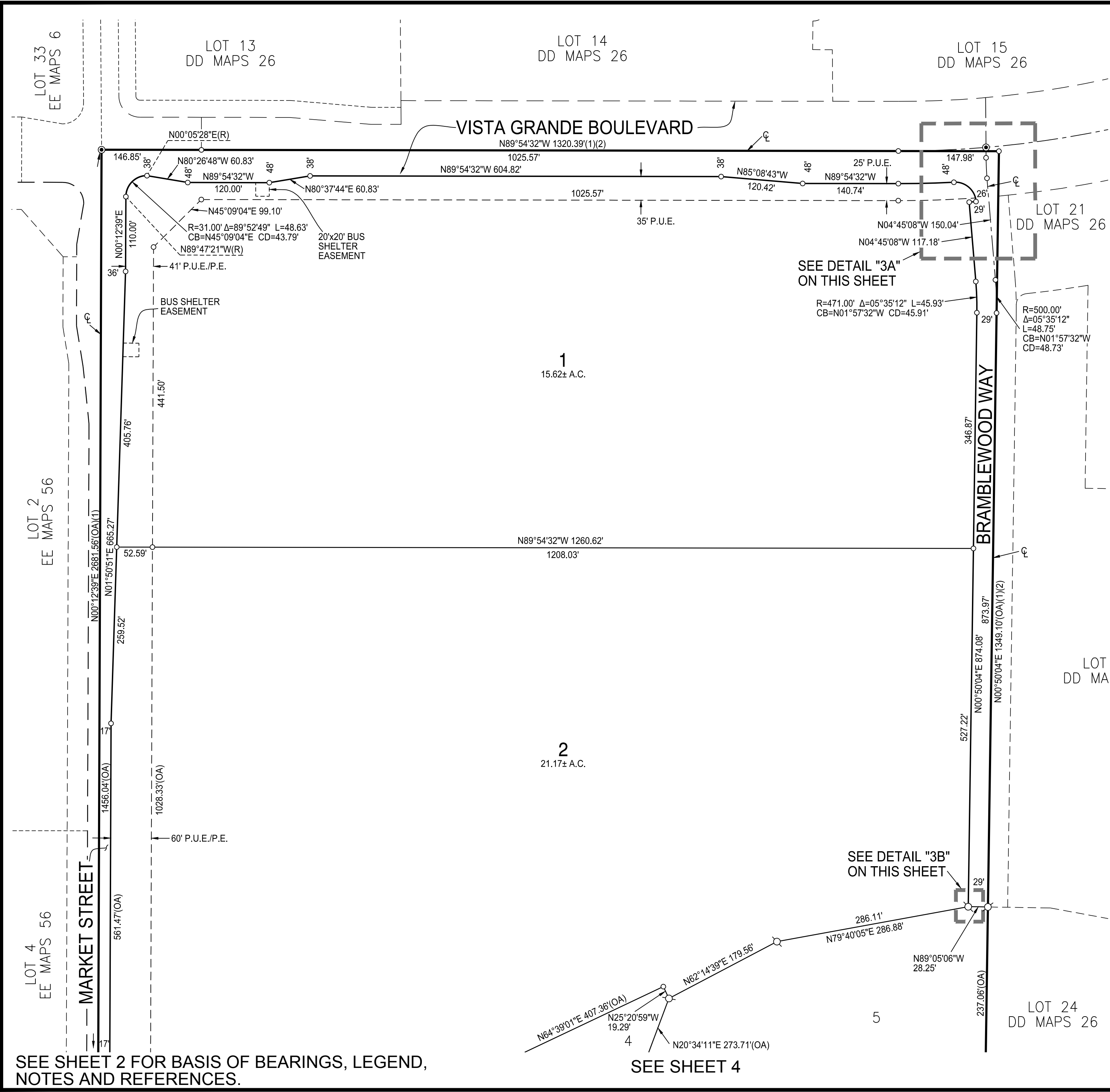
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Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

AUGUST 2020

SHEET 2 OF 6 18476.LLFM





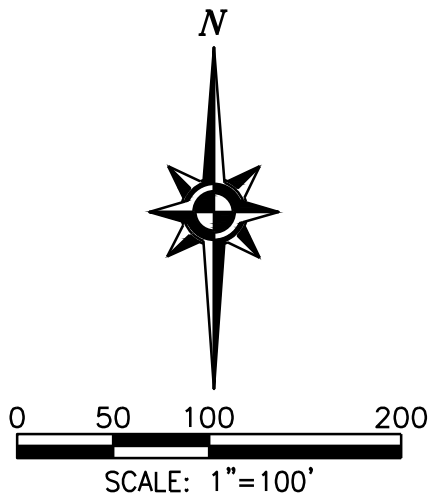
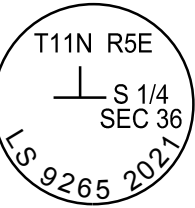
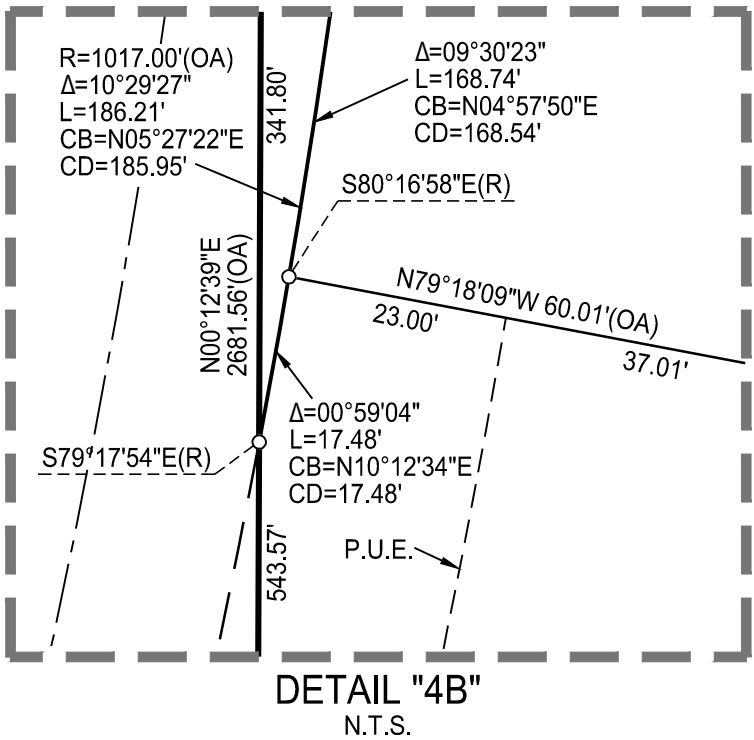
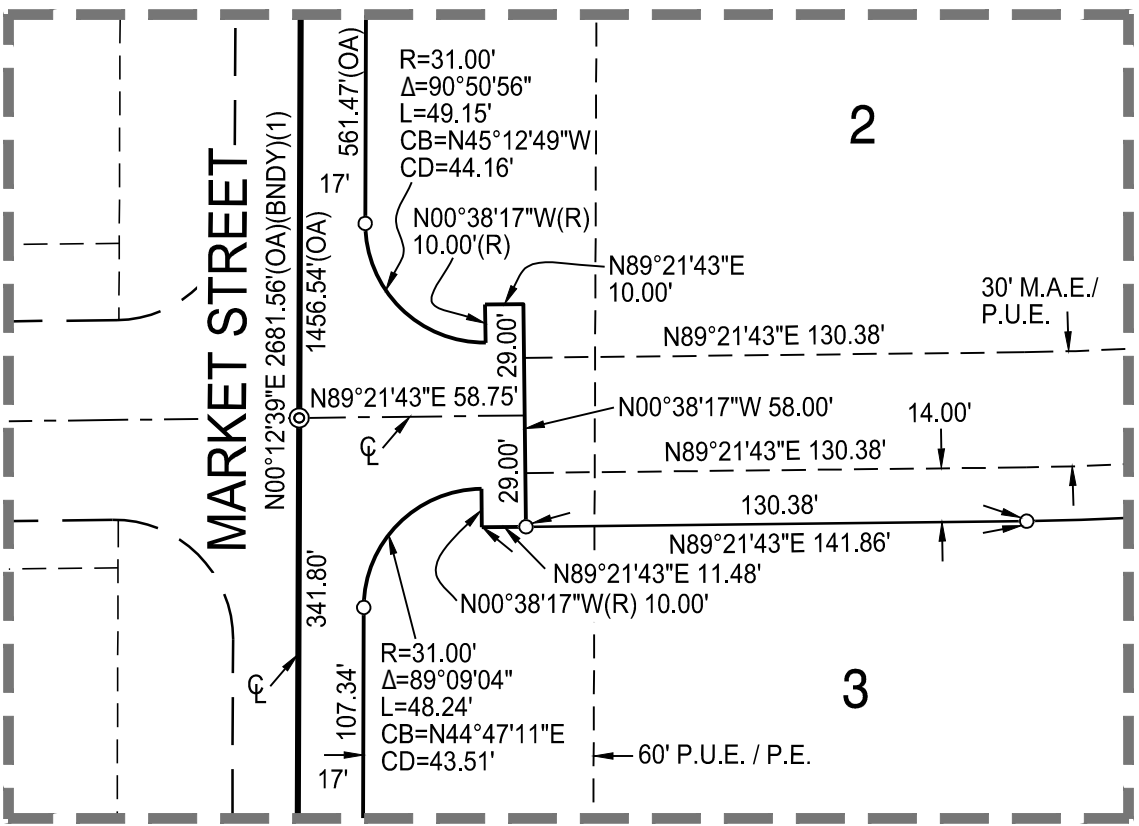
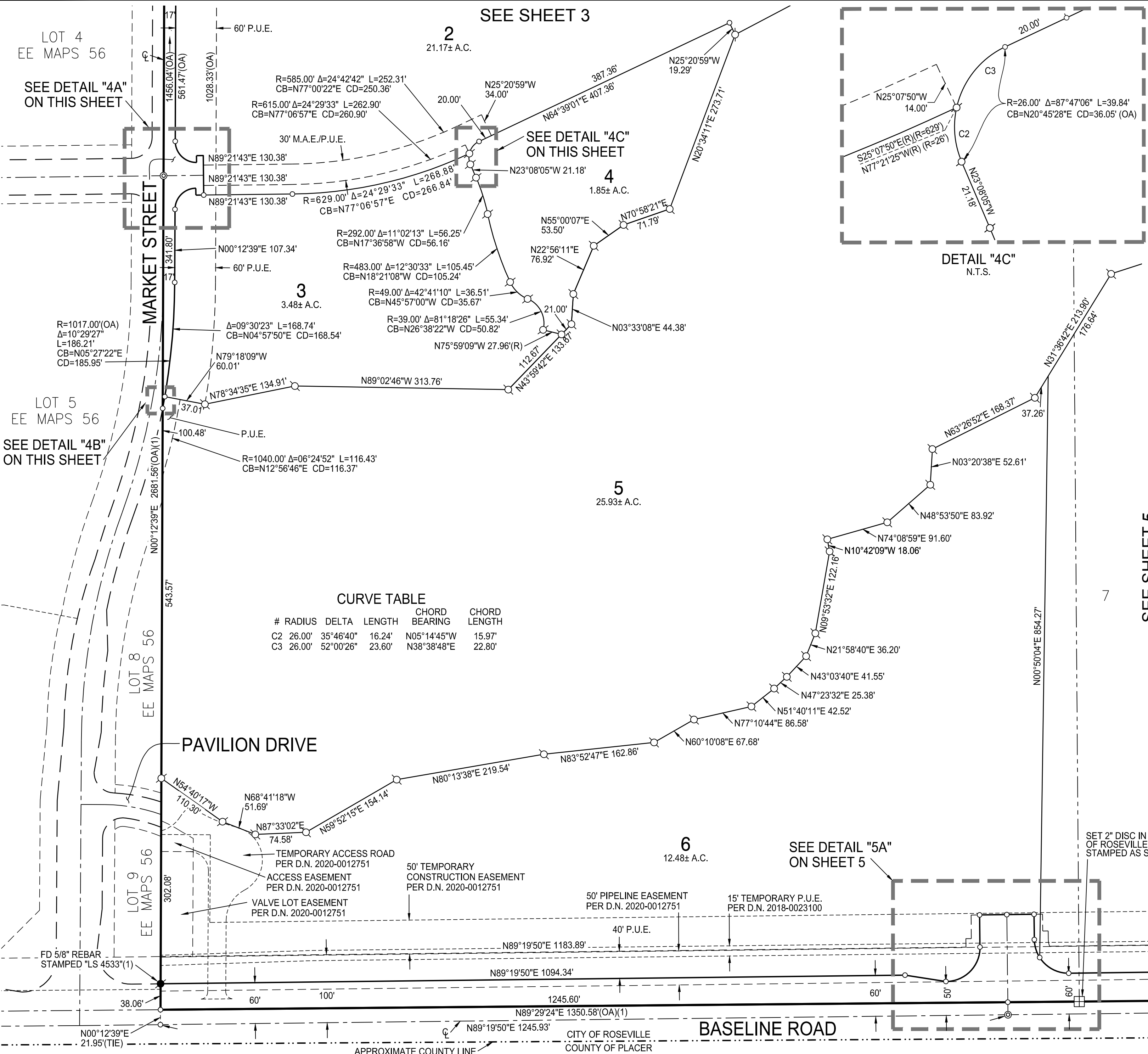
FINAL MAP OF
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DF PROPERTIES, INC.
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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AUGUST 2020



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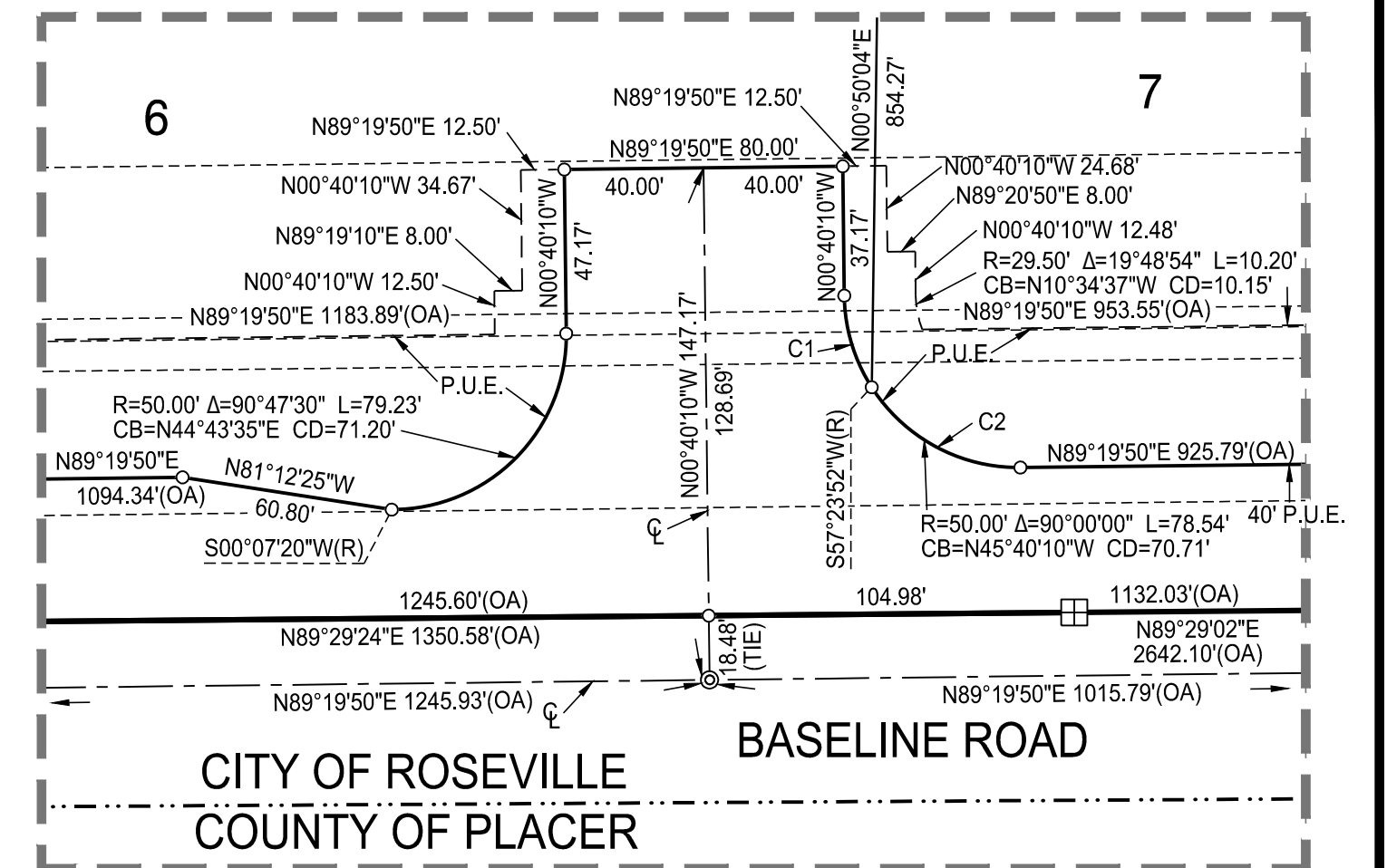
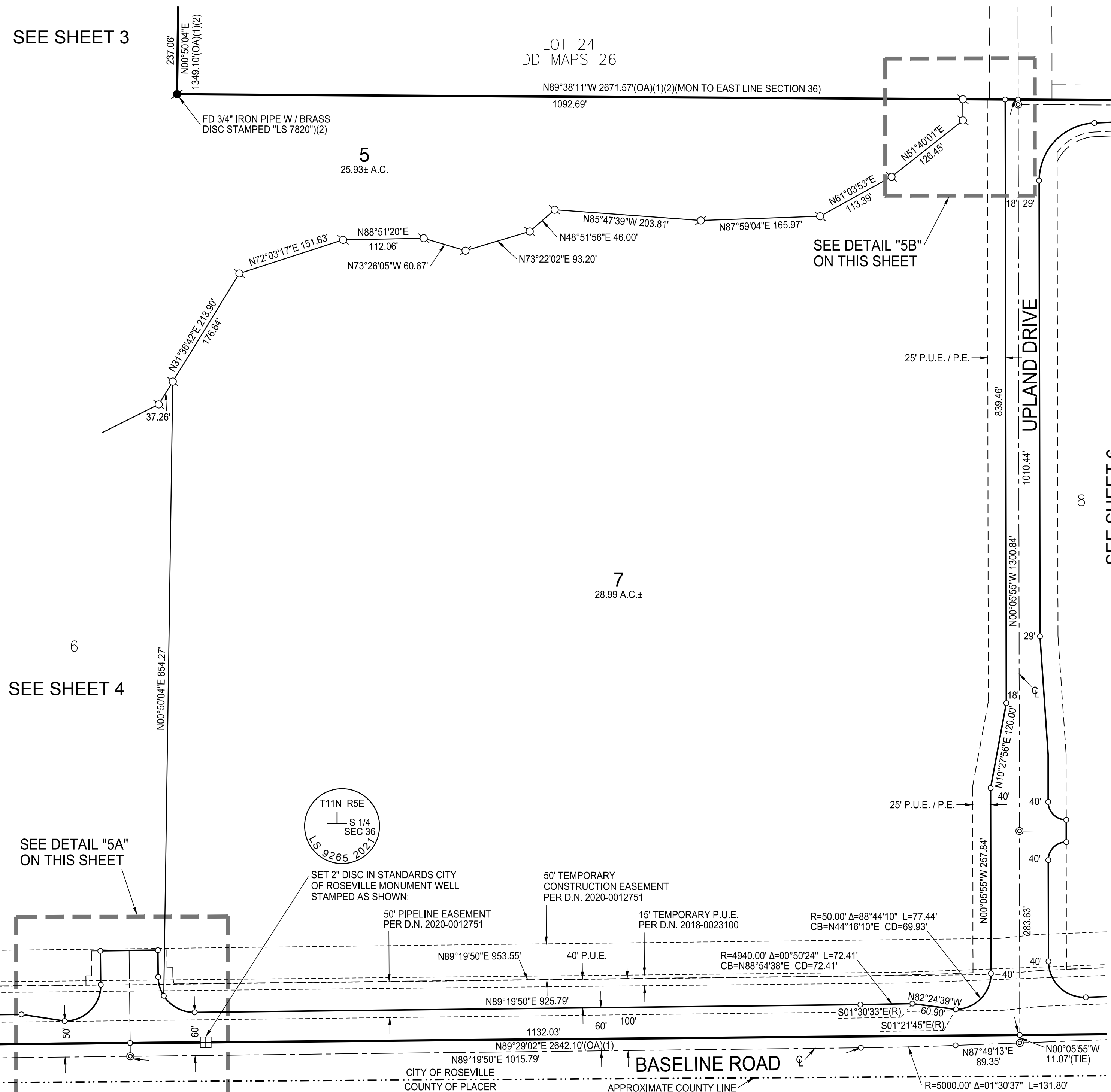
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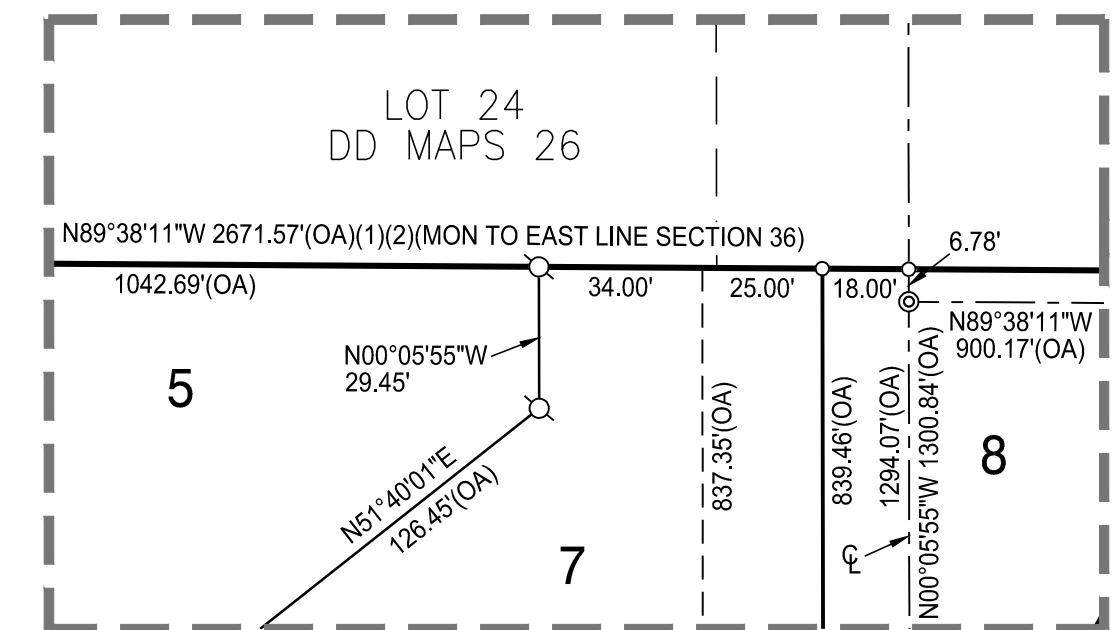
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SHEET 4 OF 6 18476.LLFM



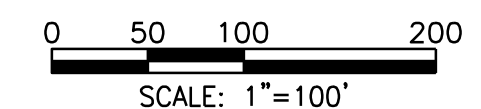
DETAIL "5A"
N.T.S.



DETAIL "5B"
N.T.S.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	50.00'	31°55'58"	27.87'	N16°38'09"W	27.51'
C2	50.00'	58°04'02"	50.67'	N61°38'09"W	48.53'



FINAL MAP OF
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LARGE LOT SUBDIVISION
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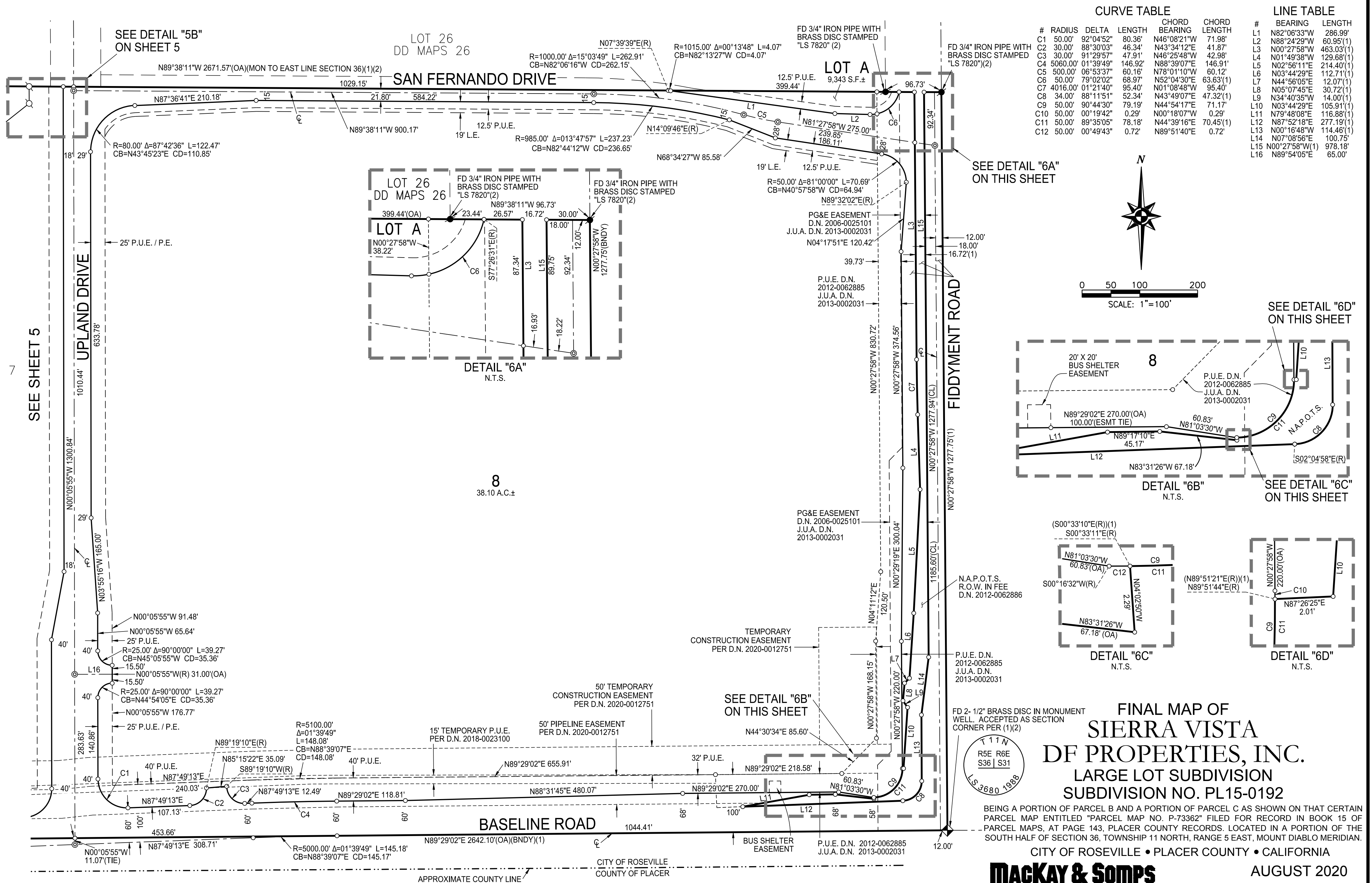
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AUGUST 2020

SHEET 5 OF 6 18476.LLFM

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



COUNCIL COMMUNICATION

CC #: 0944

File #: 0214 & 0201-01

Title: Sutter Roseville Medical Center Neighborhood Policing - Grant Award, Budget Adjustment and Position Allocation Schedule

Contact: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

Meeting Date: 8/19/2020

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that Council accept the Sutter Roseville Medical Center (SRMC) Neighborhood Policing Grant Award, and adopt a resolution authorizing the City Manager to execute the grant agreement on behalf of the City.

Staff also requests Council adopt an Ordinance to approve a budget adjustment appropriating the \$735,417.60 of grant funding in the General Fund.

Finally, staff recommends Council pass a motion to approve the attached Police Department Position Allocation Schedule effective August 22, 2020.

BACKGROUND

Sutter Roseville Medical Center (SRMC) is a Level II Trauma Center that treats more than 85,000 patients each year through the Emergency Department alone, accepting patients from across a seven-county region. In April of 2020, SRMC opened an expanded Emergency Department which doubled this capacity by adding 34 emergency beds and 24 intensive care beds.

While having this extra patient care ability is a benefit to the community and our region, it also brings with it an increased need for police services. In the first four months of 2020 prior to the expanded Emergency Department, the Police Department responded to SRMC 92 times for calls for service. This need will increase with the expanded capacity as the increased patient load will include additional patients who are in the hospital as a result of a criminal act including patients transported by ground and air in from other jurisdictions. By having an officer assigned to the campus, the Police Department will not need to send an officer from a Patrol beat to cover calls for service at SRMC. Finally, SRMC is identified as critical infrastructure within the City and an on-site police presence will help deter potential criminal acts towards the site.

Beginning in 2019, in preparation for the expanded Emergency Department capabilities, SRMC

and the Police Department began working on a grant agreement to provide police services to the SRMC campus. This grant award will provide for dedicated police officer presence on the SRMC campus from 7:00AM to 2:00AM, seven days a week. To allow for this level of coverage, the grant allows for the hiring of four police officer positions. These are new positions to the Police Department and does not take officer positions from current staffing.

FISCAL IMPACT

The recommended budget adjustment will appropriate \$735,417.60 of grant funding in the General Fund in FY2020-21 for the addition of four Police Officers and vehicle costs. The City will receive \$644,633.60 for personnel costs and \$90,784.00 for one-time vehicle purchase costs, and annual vehicle expenses. Funding for the four new positions and related costs in future years is contingent upon the grant funding from SRMC. If the agreement is terminated in the future, the four positions would be eliminated and the plan would be to reassign the four officers to then-vacant positions within the department.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Acceptance of a grant award and budget adjustment meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Shelly Bracco, Administrative Analyst

James Maccoun, Police Chief

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-337

SRMC Grant Award Agreement

Ordinance No. 6257

Budget Adjustment

Police Department Position Allocation Schedule

RESOLUTION NO. 20-337

ACCEPTING A GRANT AWARD FROM THE SUTTER ROSEVILLE MEDICAL CENTER
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AWARD
DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City has been awarded \$735,417.60 in grant funding authorized under Sutter Valley Hospitals, a California nonprofit public benefit corporation dba Sutter Roseville Medical Center; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that as the fund recipient, the City of Roseville agrees to comply with all conditions and requirements related to conduct during the period of performance for the award; and

BE IT FURTHER RESOLVED that the City of Roseville accepts the Sutter Valley Hospital grant funds and the City Manager is authorized to execute the grant award documents on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

NEIGHBORHOOD POLICING GRANT AWARD AGREEMENT

Sutter Valley Hospitals, a California nonprofit public benefit corporation d/b/a Sutter Roseville Medical Center (“Hospital”) is pleased to announce the grant award of \$735,417.60 (“Grant”) to the Roseville Police Department (“RPD”) for the purpose of implementing a neighborhood policing program including police officer presence and patrol as further described herein. Grant funding will be for services during a one (1) year period commencing as set forth in Section 4.1. Hospital and RPD agree that this Grant will be subject to the following terms and conditions (“Agreement”).

The Goal of the Program:

The goal of the program is to develop a comprehensive neighborhood policing program within the area encompassed below, including police officer presence and patrol within Hospital’s Sutter Roseville Medical Center Campus located on Medical Plaza Drive (the “Facility”), with an emphasis in/at the Emergency Department located at 1 Medical Plaza Drive.



Objectives of the Program:



1 A. Using a Community Oriented Policing philosophy, RPD will provide law
2 enforcement resources at Hospital's Facility, including police officer presence
3 and patrol within Facility and surrounding area, primarily in its emergency
4 department including the following:

- 5
6 1. RPD will provide training seminars, as requested by Hospital and mutually
7 agreed by the parties, to enhance personal safety and awareness.
8 2. RPD will assist security staff in providing police services for the Hospital
9 campus and immediate surrounding area.
10 3. RPD will develop working relationships with the Hospital staff and the
11 local area surrounding the campus to assist in developing community
12 based policing practices consistent with the needs of the area.

13
14 Hospital and RPD further agree as follows:

15
16 ARTICLE 1
17 GENERAL OBLIGATIONS OF RPD
18

19 1.1 Program. RPD agrees that the neighborhood policing program ("Program") will
20 be consistent with the services set forth in the Goals and Objectives stated above, which are
21 incorporated into this Agreement by this reference, as requested by Hospital. At all times when
22 performing services under the Program, the RPD uniformed officers ("Officers") shall be
23 subject to and required to comply with the rules and regulations of the City of Roseville Police
24 Department. Officers performing under the Program at the Facility are expected to remain at
25 the Facility, with the exception of the following circumstances:

- 26
27 1. An emergency as determined in RPD's discretion to include emergency calls for
28 service in the immediate area of the Facility or response to critical incidents (i.e.
29 Officer assigned to the program is subject to call out for specialized response such
30 as SWAT).
31 2. While performing responsibilities related to an on-campus event that require the
32 Officer to leave the Facility (e.g., transporting suspect arrested on campus to jail) or
33 engaging in community based policing as referenced above.

34
35 1.2 Supplies and Equipment. RPD shall provide, at its own expense, all equipment,
36 supplies and materials necessary to perform the Program, and Hospital shall provide no supplies
37 and equipment, with the exception of funding for a vehicle, as set forth below. The Hospital
38 will provide funding for one police vehicle for the following costs:

- 39
40 1. One-time vehicle purchase cost of \$68,000
41 2. Recurring yearly vehicle replacement cost of \$17,000
42 3. Yearly vehicle maintenance and fuel cost of \$5,784
43

44 The funding amounts set forth in this Section 1.2 are part of the total Grant amount identified
45 above.



1
2 1.3 Supervision and Direction of Personnel. All Officers used to perform the
3 Program shall be employees of RPD. RPD shall determine the wages, working hours and other
4 working conditions for such Officers, and shall monitor and control the quality of their work
5 performance. Should performance or misconduct issues be identified and confirmed to have
6 occurred with a particular RPD Officer, the Hospital reserves the right to have RPD
7 immediately remove the RPD Officer identified to have engaged in such activity. Hospital
8 agrees that it shall not have authority to direct the assigned officers' law enforcement activities
9 and that the officers are held to the requirements of all Federal and State laws as well as to the
10 requirements of RPD policy and procedure. If an Officer leaves the premises, the Officer shall
11 advise the Protective Services Site Lead Officer and maintain radio contact with Protective
12 Services personnel.

13
14 Should any questions arise over shifts or allocation of Officers to the Facility, the Hospital shall
15 have its Department of Protective Services Manager contact the RPD Lieutenant assigned to
16 the Program in an effort to informally resolve any questions. Should the Department of
17 Protective Services Manager and assigned RPD Lieutenant be unable to resolve an issue, the
18 parties may resort to the good faith, dispute resolution methods set forth below in Section 5.19,
19 in an effort to resolve any remaining questions.

20
21 1.4 Required Hours, Shifts, and Staffing. Consistent with the Goals and Objectives
22 set forth above, and commencing on the Program Start Date, the RPD shall provide Officers
23 for two (2) shifts per day (subject to the lunch and physical fitness time described in this
24 paragraph) as follows:

25
26 1. Officers will be assigned work hours at the Facility in conjunction with the RPD-
27 RPOA MOU which outlines a 3 day work week-11 hour shift/4 day work week-11
28 hour shift rotation basis such that one team of officers will work Wednesday through
29 Friday and every other Tuesday while the second team off officers will work
30 Saturday through Monday and every other Tuesday. The schedule includes a nine
31 hour training day for Department-wide training to be incurred on a day when officers
32 are not assigned to the facility. The schedule and RPOA MOU also required a
33 mandatory workout period each shift as outlined below.

34
35 2. Officers will be assigned shifts in coordination with current RPD Patrol shifts to
36 maintain supervisor coverage as follows:

37
38 a. Day Shift

- 39 i. 0530-0700 hours: Report at RPD for required workout and briefing
40 ii. 0700-0715 hours: Travel time to Hospital
41 iii. 0715-1615 hours: On-site at Hospital
42 iv. 1615-1630 hours: Travel time to RPD and off-duty

43 b. Swing Shift

- 44 i. 1500-1600 hours: Report at RPD for required workout. In order to
45 maintain coverage at Hospital, officer will skip briefing.



- ii. 1600-1615 hours: Travel time to Hospital
- iii. 1615-0145 hours: On-site at Hospital
- iv. 0145-0200 hours: Travel time to RPD and off-duty

3. If the assigned officer is not available for their shift (i.e. vacation, sick leave, training), RPD will attempt to fill the vacancy via overtime assignment of another officer. If the shift is not voluntarily filled, RPD will not be required to force fill the shift on overtime. If this occurs, RPD will notify the Hospital of the staffing issue and will ensure that the unfilled shift is not billed to Hospital.
4. Lunch Break: In conjunction with the RPD-RPOA MOU, officers are entitled to 10 minutes of travel time and a 40 minute lunch break during their shift. Officers are expected to take lunch break on the Hospital site or in the immediate area. Officers will notify the Protective Services Site Lead Officer if they will be off the Hospital site for a break and maintain radio contact with Protective Services personnel.
5. Assignment Duration: Officers assigned to the program will be assigned for a period of six months in conjunction with the standard Patrol Shift Rotation period with shift changes to occur in February and August of each year.
6. Hospital and RPD acknowledge and agree that the Officers are not intended to be utilized for sitter services or to otherwise provide relief to other agencies who have a prisoner/forensic patient at the Hospital for medical care, absent an extreme emergency requiring the RPD Officer to become involved.

Hospital acknowledges that the RPOA MOU and/or any other terms and conditions of employment are subject to modification, from time to time, and RPD and Hospital agree to use commercially reasonable efforts to agree on changes to the requirements of this Section 1.4 as may be required under any current version of the RPOA MOU and/or any other terms and conditions of employment of Officers by RPD. Any changes to the terms of this Agreement shall be made in accordance with Section 5.14 of this Agreement.

1.5 Background Investigation/Compliance with Immigration Law. RPD represents and warrants that it has performed a background investigation of the Officers to verify the Officers' suitability to perform the Program and the ability of the Officers to be employed in the United States.

1.6 Acknowledgement of Standards. RPD acknowledges that Hospital is an affiliate of Sutter Health. RPD further acknowledges that, notwithstanding anything contained herein, neither party shall engage in any conduct that may violate the policies, procedures, or directives of the Sutter Health Standards for Business Conduct and Hospital's Standards of Behavior.

1.7 OIG List of Excluded Providers. RPD shall provide documentation to verify that RPD and the Officers are not listed on the General Services Administration's List of Parties



1 Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>) and
2 the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at
3 <http://www.hhs.gov/oig>).
4

5 1.8 Bloodborne Pathogens. RPD shall provide education, vaccinations and post
6 exposure follow-up to the Officers as outlined in OSHA's Bloodborne Pathogens Standard and
7 Tuberculosis Standard prior to the start of any assignment. Hospital will provide appropriate
8 additional training on both standards specific to Hospital or Facility, if necessary. Hospital will
9 also provide "Fit testing" for protective equipment utilized in care of Tuberculosis patients, as
10 necessary and appropriate in Hospital's discretion.
11

12 1.9 Health Screening. Upon request, RPD shall provide documentation to Hospital
13 to show that all Officers performing the Program for Hospital have received all screenings
14 specified in this paragraph, which screenings shall be provided at the sole expense of RPD:
15

- 16 (i) PPD results (to be completed annually). In the event PPD is positive, a
17 chest x-ray or evidence of symptom review by a health care
18 professional would be required.
- 19 (ii) Hepatitis B vaccines, or titer, or statement of refusal.
- 20 (iii) Annual Influenza participation (proof of vaccination or signed
21 declination).
22
23

24 ARTICLE 2 25 GENERAL OBLIGATIONS OF HOSPITAL 26

27 2.1 Access. Hospital shall provide RPD with access to the Facility as needed for
28 performance of the Program.
29

30 2.2 Facilities. Hospital shall retain professional and administrative responsibility
31 for the operation of the Facility, as and to the extent required by Title 22, California Code of
32 Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall
33 not be construed to diminish, limit, alter or otherwise modify in any way the obligations of RPD
34 under this Agreement.
35

36 The Hospital will maintain interior radio signal amplifier capabilities such that the RPD radio
37 signal is transmitted and receivable inside buildings on the Hospital campus to an acceptable
38 level.
39

40 ARTICLE 3 41 TERM AND TERMINATION 42

43 3.1 Initial Term. This Agreement shall become effective on the date last signed by
44 the parties ("Effective Date") and shall remain in force for two (2) years from the Program Start
45 Date, as defined below, unless earlier terminated as provided herein ("Initial Term"). This



1 Agreement may be renewed upon mutual written agreement of the parties for a one year term.
2 Should this Agreement be terminated before the end of the Initial Term, or a subsequent term,
3 payment for any partial quarter shall be prorated to reflect the number of days in the quarter
4 that services were provided prior to termination.

5
6 The Initial Term shall include a commitment period prior to the commencement of the Program
7 services set forth in Article 1 ("Program Start Date") and prior to Hospital's funding and
8 payment of fees under Article 4, of up to one-hundred eighty (180) days from the Effective
9 Date (hereinafter "Commitment Period"). This Commitment Period will allow for the hiring of
10 RPD officers and required training prior to commencement of the Program. RPD shall have all
11 personnel available and in place and shall commence providing services on the Program Start
12 Date. The parties agree to document the actual Program Start Date in an addendum to this
13 Agreement for purposes of clarifying the twelve calendar months for which Hospital is
14 providing the Grant, and the contract quarters used for invoicing and payment.

15
16
17 **3.2 Termination.**

18
19 (a) Without Cause. This Agreement may be terminated without cause, with
20 at least one-hundred eighty (180) days' advance written notice from one party to the other.

21
22 (b) Termination for Breach. Either party may terminate this Agreement in
23 the event of the other party's breach of a material provision, covenant or condition of this
24 Agreement and subsequent failure to cure said breach within ten (10) calendar days after written
25 notice by the non-defaulting party of said breach.

26
27 (c) Termination on the Advice of Counsel. In the event legal counsel for
28 either party advises that this Agreement or any practices which could be, or are, employed in
29 exercising rights under this Agreement may violate any existing or future law, regulation, or
30 accrediting agency standard, or compromise Hospital's status as a non-profit corporation under
31 Section 501(c)(3) of the Internal Revenue Code, the parties in good faith will undertake to revise
32 this Agreement to comply with such law, accrediting agency standard, or Internal Revenue
33 Code requirement. In the event the parties are unable to agree upon the revised terms in a timely
34 manner, this Agreement will terminate immediately upon written notice by one party to the
35 other.

36
37 (d) Patient Safety. Hospital may, in its sole discretion, immediately
38 terminate or suspend this Agreement at any time if, in its sole discretion, the provision of
39 Program under this Agreement by RPD threatens the health or safety of Hospital's patients.

40
41 (e) Non-Appropriation of Funds. Hospital acknowledges that RPD may
42 terminate this agreement should funds not be appropriated by its governing body to continue
43 services under this Agreement.
44



1 (f) Effects of Termination. Termination or expiration of this Agreement for
2 any reason shall not relieve either party of any obligation or liability incurred prior to the
3 expiration or termination of this Agreement. Section 5.20 (Survival) shall apply. Hospital's
4 quarterly payment per Section 4.2 (Invoice and Payment) for any partial quarter during which
5 this Agreement is in effect shall be prorated to reflect only the portion of the applicable quarter
6 during which services were provided to RPD. No further payment shall be due.

7
8 **ARTICLE 4**
9 **FEES AND BILLING**
10

11 4.1 Grant Funding. The parties agree and acknowledge that the Grant provided by
12 Hospital is intended to cover twelve (12) months of services from RPD, commencing on the
13 Program Start Date, and that they will negotiate in good faith to agree on an amount of grant
14 funding for the second twelve (12) month period of the term of this Agreement. The parties
15 shall work in good faith to agree on such amount prior to the commencement of the second
16 twelve (12) month period, which shall be added to this Agreement in accordance with Section
17 5.14 below.

18
19 4.2 Fees. Hospital shall be billed for all services provided by RPD to include staffing
20 levels as stated in the Rate Table below, in addition to one-time vehicle purchase costs of
21 \$68,000 and recurring annual vehicle replacement cost of \$17,000 and annual fuel cost of
22 \$5,784. Staffing labor rates are to be determined for calendar year 2021 – which will include a
23 slight increase as the result of expected salary increase for Officers as articulated below. The
24 Hospital shall not be billed for any work not performed in accordance with the Rate Table.

25
26 Extraordinary coverage (“Overtime”) will be considered to occur in the event of any of
27 the following:

- 28
29 1. Specific police officer(s) are requested to work more hours than a regularly
30 scheduled shift by Hospital in advance and in electronic or written communication.
31 2. Additional temporary coverage above staffing levels stated in Rate Table is
32 requested.
33 3. Hospital approved overtime will be invoiced at the Overtime Bill Rate identified in
34 the table below.
35 4. Overtime expenses are not included in the total annual cost projection, but listed as
36 the rate for any potential overtime billing.
37

38 In the event RPD cannot provide staffing during a shift, the RPD and Hospital will track
39 these hours per quarter and apply this underage to the quarterly billing cycle. Some examples
40 of reasons why coverage may not be provided could be an emergency call out requiring the
41 assigned officers to be deployed elsewhere or a call-off where no backfill was available for
42 occurrences like training, vacation, sick leave, or a required court appearance.
43

2020 RPD Staffing Labor Rates



Position	Regular Bill Rate	Overtime Bill Rate	FTE	Weekly Hours	Annual Hours	Annual Cost
RPD - Police Officer	\$77.48	\$71.84	4.0	160	8,320	\$644,633.60
	Totals		4.0	160	8,320	\$644,633.60

2021 RPD Staffing Labor Rates:

RPD costs are based on salary costs under the Roseville Police Officer's Association Memorandum of Understanding with the City of Roseville which is in place through 12/31/21. The contract includes a market median adjust beginning 1/1/21 through 12/31/21. The cost is based on a market median study to be conducted by the City of Roseville during 2020. The contract costs for the Hospital for 2021 would be determined following the market median study. A new RPOA-City MOU will commence beginning in 2022. Any changes to projected costs associated with MOU changes are subject to review by the Hospital prior to implementation as noted in section 4.4 of this agreement.

Vehicle Costs:

1. Initial one-time vehicle purchase cost for one car for a total cost of \$68,000.
2. Yearly vehicle replacement cost (replaces vehicle at end of vehicle life) for a total repeated yearly cost of \$17,000.
3. Yearly vehicle rent cost (covers maintenance through city corporation yard) for a total repeated yearly cost of \$5,784.

4.3 Invoice and Payment. Within fourteen (14) days of the end of each contract quarter, RPD shall submit an accurate invoice reflecting the actual hours of on-site coverage provided by RPD Officers. Such hours shall not include any workout time, briefing time or travel time to and from Hospital, but shall identify actual hours on-site at the Facility, including any overtime hours. Hospital shall confirm the accuracy of such invoices using its own records, and pay RPD a portion of the Grant determined by taking \$183,854.40, a prorated portion of the Grant for the contract quarter and making any adjustments needed for overtime hours provided or a shortfall in the on-site hours required by the Day Shift schedule and Swing Shift schedule above. Overtime shall be paid in accordance with the Overtime Bill Rate in Section 4.2 above, and deductions for a shortfall in on-site hours shall be determined in accordance with the Regular Bill Rate in Section 4.2 above. Such payment shall be made within fourteen (14) days of receiving RPD's quarterly invoice. The Department of Protective Services Manager will also track all staffing hours and extraordinary coverage for purposes of confirming the accuracy of RPD invoices. For purposes of this Agreement, the term "contract quarter" shall mean every three month period of time, commencing on the Program Start Date.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.4 Indemnity. RPD further agrees to indemnify, defend, and hold harmless Hospital for any and all damages, costs, and/or attorneys' fees incurred by Hospital, its officers, agents, directors, and employees, or awarded or assessed against Hospital, its officers, agents,



1 directors, employees, in connection with any claim, asserted claim, finding, award or liability
2 resulting from any negligent or intentional act or omission attributed to any officer, agent,
3 director or employee of RPD arising from performance under this Agreement. Hospital agrees
4 to indemnify, defend, and hold harmless RPD for any and all damages, costs, and/or attorneys'
5 fees incurred by RPD, its officers, agents, directors, and employees, or awarded or assessed
6 against RPD, its officers, agents, directors, employees, in connection with any claim, asserted
7 claim, finding, award or liability resulting from any negligent or intentional act or omission
8 attributed to any officer, agent, director, or employee of Hospital arising from performance
9 under this Agreement. It is the intention of the parties that, where comparative fault is
10 determined to have been contributory, principles of comparative fault will be followed and each
11 party shall bear the proportionate cost of any damage attributable to the fault of that party, its
12 officers, agents, directors, and employees.

13
14 5.5 Insurance. Hospital and RPD both agree to maintain appropriate insurance
15 coverage throughout the term of this Agreement and for a period of five (5) years following
16 expiration or termination of this Agreement. All or a portion of the required insurance may be
17 satisfied through the use of a self-insurance program. With respect to Hospital and RPD, such
18 insurance shall include at a minimum:

- 19
20 i. General Liability Insurance in an amount not less than \$1,000,000 per
21 occurrence, \$3,000,000 General Aggregate,
22 ii. Workers' Compensation Insurance as required by California law. Where
23 permitted by law, such insurance shall contain waivers of the insurer's right of
24 subrogation against Hospital, its affiliates, officers, directors and employees.
25 iii. Automobile Liability Insurance in an amount not less than \$1,000,000
26 per accident coverage all owned, non-owned and hired automobiles.
27

28 5.6 Notice. Any notices required or permitted to be given by one party to the other,
29 may be given by personal delivery in writing, or by registered or certified mail, postage prepaid,
30 with return receipt requested. Notices shall be addressed to the parties at the addresses
31 appearing below, but each party may change their address in accordance with this paragraph.
32 Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices
33 will be deemed communicated as of three (3) days after mailing.
34

35 If to RPD: Roseville Police Department
36 Attn: Chief of Police
37 1051 Junction Blvd.
38 Roseville, CA 95678
39

40 If to Hospital: Sutter Roseville Medical Center
41 Attn: Hospital Administration / Tamra Kelly
42 1 Medical Plaza Drive
43 Roseville, CA 95661
44

45 With copy to: Sutter Health Office of the General Counsel



VP & Chief Legal Officer, Valley Area/ Penny Westfall
2200 River Plaza Drive
Sacramento, CA 95833

5.7 Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

5.8 Assignment or Delegation. Except as otherwise specifically set forth in this Agreement, RPD shall not assign or delegate any or all of RPD's rights or responsibilities under this Agreement without the prior written consent of Hospital.

5.9 Severability. The provisions of the Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

5.10 Headings. The headings are inserted into this Agreement for reference and convenience only, and will not affect the meaning or interpretation of any provision of this Agreement.

5.11 Reports. RPD shall provide to the Hospital daily reports documenting RPD activity, statistical data, etc. Requests for crime and incident reports shall be done in accordance with applicable laws.

5.12 No Waiver. No waiver of a breach of any provision of this Agreement may be construed as a waiver of any breach of any other provision. To be effective, a waiver must be in writing. No single waiver may be treated as an ongoing waiver unless expressly agreed in writing.

5.13 No Third-Party Benefit. Unless otherwise set forth in this Agreement, nothing contained in the Agreement is intended nor shall be construed to create rights running to the benefit of third parties.

5.14 Entire Agreement/Modification. This Agreement contains a full and complete expression of the rights and obligations of the parties and it shall supersede all other agreements, representations, and offers, written or oral, made by the parties regarding any of the subject matter contained herein. This Agreement may be modified only in writing, signed by both parties.

5.15 Access to Records. For the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, and any written regulations thereto, RPD shall comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

(a) Until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, RPD shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon



1 written request of any of them, this Agreement, and all books, documents and records that are
2 necessary to certify the nature and extent of the cost of services hereunder, and

3 (b) If RPD carries out any of the duties of this Agreement through a subcontract
4 with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month
5 period, with a related organization, such subcontract shall contain a clause to the effect that
6 until the expiration of four (4) years after the furnishing of such services pursuant to such
7 subcontract, the related organization shall make available, upon written request to the Secretary
8 or the Comptroller General, or any of their duly authorized representatives, the subcontract, and
9 books, documents and records of such organization that are necessary to verify the nature and
10 extent of such costs.

11
12 5.16 Counterparts. This Agreement may be executed simultaneously in one or more
13 counterparts, each of which shall be deemed an original, but all of which together shall
14 constitute one and the same instrument.

15
16 5.17 Use of Trademark(s). RPD will not use the name(s), trademark(s), or
17 tradename(s) of Hospital or its affiliates, except with the prior written consent of Hospital. The
18 Hospital or its affiliates shall not use the City seal or RPD logo, except with the proper written
19 consent of the City.

20
21 5.18 Confidentiality.

22
23 (a) The parties acknowledge this Agreement can be made available to a
24 person upon a properly made California Public Records Act request or pursuant to the "Ralph
25 M. Brown Act". Nonetheless, each party agrees to hold the following "Confidential
26 Information" in strict confidence and not disclose the same to any other person or entity: each
27 other's proprietary and confidential records and information, including but not limited to all
28 service and product data, trade secrets, financial data, business plans and any other information
29 or technology confidentially received from the other party in implementing this Agreement; all
30 personally identifiable information of a party's employees, agents, patients and customers; and
31 all information derived from the foregoing.

32
33 (b) Notwithstanding the above:

34 (1) A party may disclose Confidential Information to the personnel
35 within its organization and its legal and accounting advisors who
36 require the Confidential Information in connection with the
37 party's internal business processes and its rights and obligations
38 under this Agreement, provided that such disclosing party uses
39 commercially reasonable efforts to require any such recipient to
40 use the information solely for these purposes and to keep it
41 strictly confidential, except as required by law and subject to the
42 requirements of (b)(2) below.

43 (2) A party may disclose Confidential Information as required by
44 law, provided that, if reasonably possible, such disclosing party
45 provides reasonable prior notice to the other party to enable such



1 other party to attempt to prevent or limit the disclosure and the
2 disclosing party assists the other party upon request in seeking
3 relief from or limiting the disclosure.

- 4 (3) A party may disclose Confidential Information with the prior
5 written consent of the other party.
6

7 (c) Neither party shall be obligated to hold the following information in
8 confidence (and such information shall not be deemed to be Confidential Information):
9 information that is or becomes publicly available through no fault of the recipient, information
10 developed by a party without using any Confidential Information, information lawfully
11 possessed by a party before receipt from the disclosing party, and information lawfully
12 disclosed to a party on a non-confidential basis from a person or entity that is not bound by a
13 duty of confidentiality.
14

15 5.19 Dispute Resolution. In the event of any dispute arising out of or in connection
16 with this Agreement, including but not limited to any question regarding its existence,
17 interpretation, validity, termination or shift hours of assigned Officers, either party may by
18 written notice call a meeting regarding such dispute to be attended by an executive officer of
19 each party who has the authority to negotiate and bind that party to a resolution. At the meeting,
20 the parties will attempt in good faith to resolve the dispute. If the dispute cannot be resolved
21 within forty-five (45) days from the date of the initial notice, and if either party wishes to pursue
22 the dispute, the dispute shall be instituted and maintained in state or federal court located in
23 Placer County. However, upon a mutual written agreement of the parties any dispute arising
24 out of or in connection with this Agreement may be referred to arbitration, mediation, or another
25 form of an agreed upon alternative dispute resolution.
26

27
28 5.20 Survival. Termination or expiration of this Agreement for any reason shall not
29 relieve either party of any obligation or liability incurred prior to the expiration or termination
30 of this Agreement. The following provisions shall survive termination or expiration of this
31 Agreement, in addition to those that by their nature are intended to survive termination:
32 Relationship of the Parties; Insurance; Confidentiality; Indemnity; and Dispute Resolution.
33 IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of
34 the Effective Date.
35

36
37 CITY OF ROSEVILLE

SUTTER VALLEY HOSPITALS d/b/a
SUTTER MEDICAL CENTER,
ROSEVILLE

38
39
40
41
42 By: _____
43 Dominick Casey, City Manager
44 City of Roseville
45

By:  _____
Brian Alexander
Chief Executive Officer
Sutter Roseville Medical Center



1
2 APPROVED AS TO SUBSTANCE:
3
4

5 By: _____
6 James Maccoun, Chief of Police
7 City of Roseville
8

9 APPROVED AS TO FORM:

ATTEST:

10
11
12 By: _____
13 Robert R. Schmitt, City Attorney
14 City of Roseville
15
16

By: _____
Sonia Orozco, City Clerk
City of Roseville

ORDINANCE NO. 6257

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for Sutter Roseville Medical Center Neighborhood Policing grant funds, per the request of the Police Department, as listed on the attached Request for Budget Adjustment in the amount of \$17,000.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Shelly Bracco/ Management Analyst FISCAL YEAR: 2020-2021
 PREPARER NAME & TITLE: Shelly Bracco/ Management Analyst COUNCIL DATE (if applicable): 8.19.2020
 DEPARTMENT/DIVISION: Police/ Administration ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5001	44040		644,634	Increase labor budget for the addition of 4.0 new Police Officer positions
1001	5005	44040		10,000	Increase overtime budget
1001	5980	44040		(654,634)	Increase secondary labor budget for new officers and overtime
1001	5080	84001	700018	654,634	Increase project labor budget for the addition of 4.0 new Police Officer positions
4005	6552	62601		68,000	Increase Fleet Replacement Internal Service Fund (ISF) budget for purchase of new police vehicle
1001	5512	84001	700018	68,000	Increase ISF rates in project for the purchase of new police vehicle
4001	5413	62601		5,784	Increase Fleet Services ISF budget for maintenance of new police vehicle
1001	5510	84001	700018	5,784	Increase ISF rates in project for the maintenance of new vehicle
1001	5512	84001	700018	17,000	Increase ISF rates in project for the future replacement of new police vehicle
TOTAL				819,202	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4435	84001	700018	644,634	Increase project revenue budget for reimbursement from Sutter for labor costs
1001	4435	84001	700018	10,000	Increase project revenue budget for reimbursement from Sutter for overtime costs
4005	4251	62601		68,000	Increase ISF revenue budget for purchase of new police vehicle
1001	4435	84001	700018	68,000	Increase project revenue budget for purchase of new police vehicle
1001	4435	84001	700018	22,784	Increase ISF revenue budget for maintenance and future replacement of new police vehicle
4001	4251	62601		5,784	Increase ISF revenue budget for maintenance of new police vehicle
4005	4251	62601		17,000	Increase ISF revenue budget for future replacement of new police vehicle
TOTAL				836,202	

NET ADJUSTMENT	(17,000)
-----------------------	-----------------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005				17,000	Increase to available resources for future replacement of new police vehicle
TOTAL				17,000	

Justification for Budget Adjustment:

Staff recommends that the City Council establish a budget for a grant award from Sutter Roseville Medical Center (SRMC) to fund four officers on the campus for neighborhood policing and provide a police presence. This grant will also pay for overtime, the purchase of one new police vehicle, annual vehicle maintenance, and future vehicle replacement costs. The total grant award agreement totals \$735,418. The revenue and expenditure budgets included in this recommended budget adjustment exceed this total grant award due to the budgeting for vehicle-related costs in Internal Service Funds (ISF) and estimated overtime, which will be fully reimbursed by SRMC

 ACTING CHIEF		REQUIRED APPROVALS: DATE: <u>7/28/20</u>	
REQUESTING DEPARTMENT HEAD / DESIGNEE		BUDGET MANAGER / DESIGNEE	
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



Position Allocation Control Report

Report as of
Date: 8/22/2020

Position Code	Position Title	Allocated FTE
POL440050001	Administrative Analyst I/II	1
POL440071001	Administrative Assistant	1
POL440100002	Animal Control Officer	1
POL440100001	Animal Control Officer	1
POL440110001	Animal Control Supervisor	1
POL441430003	Communications Supervisor	1
POL441430002	Communications Supervisor	1
POL441430001	Communications Supervisor	1
POL441380009	Community Services Officer I/II	1
POL441380008	Community Services Officer I/II	1
POL441380007	Community Services Officer I/II	1
POL441380006	Community Services Officer I/II	1
POL441380005	Community Services Officer I/II	1
POL441380004	Community Services Officer I/II	1
POL441380003	Community Services Officer I/II	1
POL441380002	Community Services Officer I/II	1
POL441380001	Community Services Officer I/II	1
POL441475002	Crime Analyst	1
POL441475001	Crime Analyst	1
POL441645001	Department Public Information Officer	1
POL441700021	Dispatcher I/II	1
POL441700020	Dispatcher I/II	1
POL441700019	Dispatcher I/II	1
POL441700018	Dispatcher I/II	1
POL441700017	Dispatcher I/II	1
POL441700016	Dispatcher I/II	1
POL441700015	Dispatcher I/II	1
POL441700014	Dispatcher I/II	1
POL441700013	Dispatcher I/II	1
POL441700012	Dispatcher I/II	1
POL441700011	Dispatcher I/II	1
POL441700010	Dispatcher I/II	1
POL441700009	Dispatcher I/II	1
POL441700008	Dispatcher I/II	1
POL441700007	Dispatcher I/II	1
POL441700006	Dispatcher I/II	1
POL441700005	Dispatcher I/II	1
POL441700004	Dispatcher I/II	1
POL441700003	Dispatcher I/II	1

POL441700002	Dispatcher I/II	1
POL441700001	Dispatcher I/II	1
POL445400003	Police Captain	1
POL445400002	Police Captain	1
POL445400001	Police Captain	1
POL445410001	Police Chief	1
POL445420007	Police Lieutenant	1
POL445420006	Police Lieutenant	1
POL445420005	Police Lieutenant	1
POL445420004	Police Lieutenant	1
POL445420003	Police Lieutenant	1
POL445420002	Police Lieutenant	1
POL445420001	Police Lieutenant	1
POL445430116	Police Officer/Police Trainee	1
POL445430115	Police Officer/Police Trainee	1
POL445430114	Police Officer/Police Trainee	1
POL445430113	Police Officer/Police Trainee	1
POL445430112	Police Officer/Police Trainee	1
POL445430111	Police Officer/Police Trainee	1
POL445430110	Police Officer/Police Trainee	1
POL445430109	Police Officer/Police Trainee	1
POL445430108	Police Officer/Police Trainee	1
POL445430107	Police Officer/Police Trainee	1
POL445430106	Police Officer/Police Trainee	1
POL445430105	Police Officer/Police Trainee	1
POL445430104	Police Officer/Police Trainee	1
POL445430103	Police Officer/Police Trainee	1
POL445430102	Police Officer/Police Trainee	1
POL445430101	Police Officer/Police Trainee	1
POL445430100	Police Officer/Police Trainee	1
POL445430099	Police Officer/Police Trainee	1
POL445430098	Police Officer/Police Trainee	1
POL445430097	Police Officer/Police Trainee	1
POL445430096	Police Officer/Police Trainee	1
POL445430095	Police Officer/Police Trainee	1
POL445430094	Police Officer/Police Trainee	1
POL445430093	Police Officer/Police Trainee	1
POL445430092	Police Officer/Police Trainee	1
POL445430091	Police Officer/Police Trainee	1
POL445430090	Police Officer/Police Trainee	1
POL445430089	Police Officer/Police Trainee	1
POL445430088	Police Officer/Police Trainee	1
POL445430087	Police Officer/Police Trainee	1

[illegible]

[illegible]

POL445434003	Police Property and Evidence Clerk I/II	1
POL445434002	Police Property and Evidence Clerk I/II	1
POL445434001	Police Property and Evidence Clerk I/II	1
POL445429001	Police Property and Evidence Supervisor	1
POL445440011	Police Records Clerk I/II	1
POL445440010	Police Records Clerk I/II	1
POL445440009	Police Records Clerk I/II	1
POL445440008	Police Records Clerk I/II	1
POL445440007	Police Records Clerk I/II	1
POL445440006	Police Records Clerk I/II	1
POL445440005	Police Records Clerk I/II	1
POL445440004	Police Records Clerk I/II	1
POL445440003	Police Records Clerk I/II	1
POL445440002	Police Records Clerk I/II	1
POL445440001	Police Records Clerk I/II	1
POL445494004	Police Scene Technician I/II	1
POL445494003	Police Scene Technician I/II	1
POL445494002	Police Scene Technician I/II	1
POL445494001	Police Scene Technician I/II	1
POL445470015	Police Sergeant	1
POL445470014	Police Sergeant	1
POL445470013	Police Sergeant	1
POL445470012	Police Sergeant	1
POL445470011	Police Sergeant	1
POL445470010	Police Sergeant	1
POL445470009	Police Sergeant	1
POL445470008	Police Sergeant	1
POL445470007	Police Sergeant	1
POL445470006	Police Sergeant	1
POL445470005	Police Sergeant	1
POL445470004	Police Sergeant	1
POL445470003	Police Sergeant	1
POL445470002	Police Sergeant	1
POL445470001	Police Sergeant	1
POL445489002	Police Services Administrator	1
POL445489001	Police Services Administrator	1
POL441039001	Police Social Services Practitioner	1
POL445657001	Public Safety Program Coordinator	1
POL445710001	Rangemaster	1
POL445748001	Records Supervisor	1
Total for Department: POL Police Department		208