

Tuesday, May 18, 2021, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

**THIS REGULAR MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS
OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20 WHICH SUSPENDS CERTAIN
REQUIREMENTS OF THE RALPH M. BROWN ACT**

**THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND
REMOTE PARTICIPATION. SEATING CAPACITY IN COUNCIL CHAMBERS
WILL BE LIMITED TO THE FIRST 16 PEOPLE, ON A FIRST COME, FIRST
SERVE BASIS. ADDITIONAL LIMITED SEATING WILL BE AVAILABLE ON THE
SECOND FLOOR IN ROOM 203 (MAX. CAPACITY OF 15). COMPLIANCE WITH
ALL PUBLIC HEALTH & SAFETY GUIDELINES INCLUDING COVID-19
SCREENING, TEMPERATURE CHECKS, FACE COVERINGS, AND PHYSICAL
DISTANCING MEASURES WILL BE REQUIRED FOR IN-PERSON
ATTENDANCE. PLEASE PLAN TO ARRIVE APPROXIMATELY 15 MINUTES
PRIOR TO THE SCHEDULED MEETING START TIME TO ALLOW FOR
SCREENING PROCESSES. MEMBERS OF THE PUBLIC MAY ALSO
PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHODS:**

As always, the public may view the City Council meetings live on the City of Tracy's website at www.CityofTracy.org or on Channel 26. To view from the City's website, select "Watch Live Council Meetings" from the drop down menu "Select an Online Service" at the top of the City's homepage. You will be directed to the "Council Meeting Videos" page where you may select the video for the appropriate date under "Upcoming Events."

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

Remote Public Comment:

Public comment, limited to 250 words or less, submitted via email will be accepted for agendized items before the start of the Council meeting at 7:00 p.m. Please send an email to publiccomment@cityoftracy.org and identify the item you wish to comment on in your email's subject line.

During the upcoming City Council meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- **Comments via:**
 - **Phone** by dialing (209) 831-6010, or
 - **Online** by visiting <https://cityoftracyevents.webex.com> and using the following Event Number: 142 899 0779 and Event Password: TracyCC
 - **If you would like to participate in the public comment anonymously**, you may submit your comment via phone or in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.

- **Protocols for submitting comments by phone:**
 - If you wish to discuss an item on the “Consent Calendar” identify the item when calling in. All requests to discuss an item on the “Consent Calendar” must be submitted before the Mayor announces that the time to submit such a request has expired.
 - Identify the item you wish to comment on to staff when calling in. Comments received by phone will be accepted for the “Items from the Audience/Public Comment” and “Regular Items” portions of the agenda.
 - Comments received by phone for the “Items from the Audience/Public Comment” portion of the agenda must be received by the time the Mayor opens that portion of the agenda for discussion.
 - Comments received by phone on each “Regular Item” will be accepted until the Mayor announces that public comment for that item is closed.
- **Protocols for commenting via WebEx:**
 - If you wish to comment on the “Consent Calendar”, “Items from the Audience/Public Comment” or “Regular Agenda” portions of the agenda:
 - Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.
 - If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.
 - Comments for the “Consent Calendar” “Items from the Agenda/Public Comment” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.
- **The total allotted time for public comment will be as follows:**
 - Consent Calendar: **10 minutes**
 - Items from the Audience: **15 minutes**
 - Regular Items: **10 minutes**

Comments received by publiccomment@cityoftracy.org, phone call, or on Webex outside of the comment periods outlined above will not be included in the record.

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6105) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the “Items from the Audience/Public Comment” portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the agendized items of business, "Items from the Audience/Public Comment" following the Consent Calendar will be limited to 15-minutes maximum period. "Items from the Audience/Public Comment" listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

Notice - A 90 day limit is set by law for filing challenges in the Superior Court to certain City administrative decisions and orders when those decisions or orders require: (1) a hearing by law, (2) the receipt of evidence, and (3) the exercise of discretion. The 90 day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge a City Council action in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised during the public hearing, or raised in written correspondence delivered to the City Council prior to or at the public hearing.

Full copies of the agenda are available on the City's website: www.cityoftracy.org

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
ANNOUNCEMENTS

PRESENTATION:

RECEIVE INFORMATIONAL PRESENTATION/LEGISLATIVE UPDATE FROM
ASSEMBLYMEMBER CARLOS VILLAPUDUA'S OFFICE

1. CONSENT CALENDAR

- 1.A. APPROVAL OF MAY 4, 2021 CLOSED SESSION AND REGULAR MEETING MINUTES
- 1.B. APPROVE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH MTM TRANSIT, LLC, FOR SERVICES RELATING TO THE CITY OF TRACY'S TRACER PUBLIC TRANSIT SYSTEM WITH A TOTAL NOT TO EXCEED AMOUNT OF \$10,917,793.01
- 1.C. APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TRACY AND HF&H CONSULTANTS, LLC TO PERFORM A SOLID WASTE RATE STUDY, INCREASING THE NOT TO EXCEED AMOUNT BY \$17,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$147,720

- 1.D. APPROVE THE DEFERRED IMPROVEMENT AGREEMENT (DIA) FOR SEEFRIED INDUSTRIAL PROPERTIES, AND AUTHORIZE FOR THE CITY CLERK TO FILE THE DEFERRED IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER
- 1.E. WAIVE SECOND READING AND ADOPT ORDINANCE 1307, AN ORDINANCE OF THE CITY OF TRACY ADDING CHAPTER 7.28 ("WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY") TO TITLE 7 ("PUBLIC WORKS") OF THE TRACY MUNICIPAL CODE
- 1.F. ADOPT RESOLUTION AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATION PROGRAM (LCTOP) FOR THE USE OF FREE STUDENT BUS RIDES USING AN ALLOCATION OF \$28,116 IN LCTOP FUNDS
2. ITEMS FROM THE AUDIENCE
3. REGULAR AGENDA
 - 3.A. DISCUSS CITY'S RESPONSE TO COVID-19 (VERBAL REPORT)
 - 3.B. PUBLIC HEARING OF THE CITY COUNCIL TO CONSIDER ADOPTION OF THE CITY OF TRACY FISCAL YEARS 2021-22 OPERATING AND CAPITAL BUDGET AND ADOPTION OF THE FUND RESERVE, DEBT, AND INVESTMENT POLICIES
 - 3.C. INTRODUCE AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 5.08 "ANIMALS" OF TITLE 5 "SANITATION AND HEALTH" OF THE TRACY MUNICIPAL CODE TO ADHERE TO CURRENT STANDARDS OF ANIMAL CARE AND PRACTICES AND ESTABLISH NEW OPERATIONAL ADMINISTRATIVE PRACTICES AND PERMITTING REQUIREMENTS
 - 3.D. APPOINT ONE APPLICANT TO SERVE ON THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE FROM ELIGIBILITY LIST
 - 3.E. APPOINT THREE APPLICANTS TO SERVE ON THE CITY OF TRACY TRANSPORTATION ADVISORY COMMISSION
4. ITEMS FROM THE AUDIENCE
5. STAFF ITEMS
6. COUNCIL ITEMS AND COMMENTS
7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

May 4, 2021, 5:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Young called the meeting to order at 5:01 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Member Davis, Mayor Pro Tem Vargas, and Mayor Young present. Council Members Arriola and Bedolla arrived at 5:04 p.m.
3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. CLOSED SESSION
 - a. Conference with Labor Negotiators (Gov. Code § 54957.6)
 - City Negotiators:
Jenny Haruyama, City Manager
Kimberly Murdaugh, Human Resources Director
Karin Schnaider, Finance Director
Leticia Ramirez, City Attorney
Tim Davis, Special Counsel
 - Employee Organizations:
General Teamsters Local No. 439, IBT
South County Fire Chief Officer's Association
Tracy Fire Fighters Association
Tracy Mid Managers Bargaining Unit
Tracy Police Management Association
Tracy Police Officers' Association
Tracy Technical and Support Services Employee Association
 - b. Conference with Legal Counsel – Existing Litigation (Gov. Code § 54956.9(d)(1))
 - *Mitracos v. City of Tracy et al.* (San Joaquin County Superior Court Case No.: STK-CV-UWM-2018-5531)
 - c. Conference with Legal Counsel – Anticipated Litigation (Gov. Code § 54956.9)
 - Significant exposure to litigation pursuant to § 54956.9(d)(2). (One case).
- There was no public comment.
5. RECESS TO CLOSED SESSION - Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to recess the meeting to closed session at 5:10 p.m. Roll call vote found all in favor; passed and so ordered.

6. RECONVENE TO OPEN SESSION – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to reconvene to open session. The meeting reconvened to open session at 7:00 p.m.
7. REPORT OF FINAL ACTION – None.
8. COUNCIL ITEMS AND COMMENTS – None.
9. ADJOURNMENT – Time: 7:02 p.m.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adjourn. Roll call found all in favor; passed and so ordered.

The agenda was posted at City Hall on April 29, 2021. The above are action minutes.

Mayor

ATTEST:

City Clerk

May 4, 2021, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20, which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via email, phone and WebEx during the meeting.

Mayor Young called the meeting to order at 7:07 p.m.

Mayor Young led the Pledge of Allegiance.

Pastor Tim Heinrich, Crossroads Baptist Church provided the invocation.

Roll call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas, and Mayor Young present.

Mayor Young announced the following Proclamations: National Day of Prayer – May 6, 2021, and National Public Works Week – May 16-22, 2021.

1. CONSENT CALENDAR – Following the removal of consent items 1.B by Council Member Davis, 1.C and 1.D by Council Member Davis and Robert Tanner, and 1.E by Alice English motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.

1.A APPROVAL OF APRIL 20, 2021, CLOSED SESSION, SPECIAL MEETING AND REGULAR MEETING MINUTES – Minutes were adopted

1.B APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3954, TRACY HILLS VILLAGE 7C, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

Council Member Davis pulled the item to ask staff clarifying questions regarding the project.

Robert Armijo, City Engineer provided the staff report, and responded to Council questions.

City Council questions and comments followed.

Mike Souza responded mitigations for Tracy Hills Phase 1.A do not include the widening of Corral Hollow and is not triggered by this phase of Tracy Hills, so it is not accurate to say the trigger was pushed back by this project.

Alice English shared her concerns regarding traffic impacts on Corral Hollow, safety hazards, no traffic light at Linne and Corral Hollow Roads, asked the City Manager to do something about staff, and added traffic studies are bogus.

Kevin Silva asked if there is a title report showing who holds mineral rights to the Ellis tract, and stated his family could hold rights to properties at Tracy Hills and Ellis.

Robert Tanner stated a single family home may have two cars, would be doubling that with duets, and shared his concerns regarding more homes bringing more traffic.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Bedolla to adopt **Resolution 2021-048** approving the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3954, Tracy Hills Village 7C, and authorizing the City Clerk to file the agreement with the office of the San Joaquin County Recorder. Roll call found Council Members Arriola, Bedolla and Mayor Young in favor; passed and so ordered. Council Member Davis and Mayor Pro Tem Vargas opposed.

1.C WAIVE SECOND READING AND ADOPT ORDINANCE 1305, AN ORDINANCE OF THE CITY OF TRACY APPROVING AMENDMENTS TO THE ELLIS SPECIFIC PLAN, INCORPORATING THE AVENUES SPECIFIC PLAN PROPERTY INTO THE ELLIS SPECIFIC PLAN AND VARIOUS OTHER AMENDMENTS; APPLICATION NUMBER SPA20-0007

Council Member Davis and Robert Tanner pulled the item for discussion.

Andrew Malik, Assistant City Manager provided the staff report.

Robert Tanner spoke about a majority of Council being in the back pockets of Ellis and developers, and their lawyer indicating that if Council did not combine the two developments it could delay the Aquatic Center.

Mayor Young responded that is making an assumption that is incorrect, she did not give into any kind of threats, and her decision was based on the different information.

Council Member Arriola objected to that characterization and legal conclusion.

City Council comments followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Bedolla to waive the reading of the full text and adopt **Ordinance 1305** approving amendments to the Ellis Specific Plan, incorporating the Avenues Specific Plan property into the Ellis Specific Plan and various other amendments; Application Number SPA20-0007. Roll call found Council Members Arriola, Bedolla and Mayor Young in favor; passed and so ordered. Council Member Davis and Mayor Pro Tem Vargas opposed.

1.D WAIVE SECOND READING AND ADOPT ORDINANCE 1306, AN ORDINANCE OF THE CITY OF TRACY REPEALING THE AVENUES SPECIFIC PLAN AND THE TRACY MUNICIPAL CODE AVENUES SPECIFIC PLAN ZONE, CHAPTER 10.08, ARTICLE 22.8, AND REPEALING ORDINANCE 1262 – APPLICATION NUMBERS SPA20-0007 AND ZA20-0004

Council Member Davis and Robert Tanner pulled the item for discussion.

Andrew Malik, Assistant City Manager provided the staff report.

Robert Tanner stated his reason for pulling item 1.D is the same as item 1.C.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Bedolla to waive the second reading of the full text and adopt **Ordinance 1306** repealing the Avenues Specific Plan and the Tracy Municipal Code Avenues Specific Plan Zone, Chapter 10.08, Article 22.8, and repealing Ordinance 1262 – Application Numbers SPA20-0007 and ZA20-0004. Roll call found Council Members Arriola, Bedolla, and Mayor Young in favor; passed and so ordered. Council Member Davis and Mayor Pro Tem Vargas opposed.

1.E AMEND COUNCIL MEETING PROTOCOLS AND RULES OF PROCEDURE TO ESTABLISH A FIVE MINUTE TIME LIMIT FOR COUNCIL DISCUSSION AND DEBATE, PROVIDE CITY BOARDS AND COMMISSIONS FLEXIBILITY ON THE USE OF PARLIAMENTARY PROCEDURES, AND REQUIRE THAT ALL COUNCIL MEETING AGENDAS INCLUDE A “COUNCIL ITEMS AND COMMENTS” SECTION

Alice English pulled the item for discussion.

Leticia Ramirez, City Attorney provided the staff report.

Alice English spoke about Council misconduct and abuse of power at meetings, not giving the public the right to speak, violations of the Brown Act, and having consideration for staff and the public by limiting Council speaking time.

Mayor Pro Tem Vargas disagreed with comments made by Ms. English.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2021-049** amending Council Meeting Protocols and Rules of Procedure to establish a five minute time limit for Council discussion and debate, provide City Boards and Commissions flexibility on the use of Parliamentary Procedures, and require that all Council special meeting agendas include a “Council Items and Comments” section. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Michael Warda stated the financial ability to perform as a cannabis operator has not been considered in the first two phases. Mr. Warda suggested adding two licenses to the process to consider the business operators instead of having four licenses that are primarily based on social equity and local businesses.

Pete Moyer spoke about traffic issues on Hansen Road due to commercial development, formation of Lammersville Preservational Alliances, and the County, CHP and Prologis looking for solutions. Mr. Moyer stated they would like to close the overpass on Hansen Road in some capacity, and requested help from the City to solve their problem.

Thomas Heckman, member of Lammersville Preservational Alliance spoke about the issues on Hansen Road, and is looking forward to cooperative measures with the County, City and Prologis.

Robert Tanner shared his concerns regarding people riding motorized scooters on sidewalk, and lack of signage.

Denise Haliczer shared support for the swim center project and requested Council not change the previously approved plan or adjust the previously approved budget.

William Muetzenberg, as a new representative on the EBEC Community Advisory Committee, announced a meet and greet on May 6 to provide an opportunity for the public to familiarize themselves with the committee. Mr. Muetzenberg shared his concerns regarding bike paths in Tracy.

3. REGULAR AGENDA

3.A PUBLIC HEARING TO INTRODUCE AN ORDINANCE ADDING CHAPTER 7.28 TO THE TRACY MUNICIPAL CODE TO INCLUDE WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY AND APPROVE COUNCIL POLICY ESTABLISHING SMALL WIRELESS FACILITIES REGULATIONS

Andrew Malik, Assistant City Manager provided the staff report.

Mayor Young opened the public hearing.

Dan Evans shared his support for the item.

Mayor Young closed the public hearing.

Adrienne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to waive the reading of the full text and introduce **Ordinance 1307** adding Chapter 7.28 ("Wireless Telecommunications Facilities in the Public Right of Way") to Title 7 ("Public Works") of the City of Tracy Municipal Code. Roll call vote found all in favor; passed and so ordered.

City Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Bedolla to adopt **Resolution 2021-050** approving Council policy establishing

small wireless facilities regulations in accordance with federal law. Roll call vote found all in favor; passed and so ordered.

3.B APPROVE A MASTER LICENSE AGREEMENT WITH VERIZON WIRELESS FOR THE INSTALLATION OF SMALL WIRELESS FACILITIES ON CITY OWNED POLES IN THE RIGHT-OF-WAY

Andrew Malik, Assistant City Manager, provided the staff report.

There was no public comment.

There were no comments from Council.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adopt **Resolution 2021-051** approving a Master License Agreement with Verizon Wireless for installation of small wireless facilities on city owned poles in the right-of-way. Roll call vote found all in favor; passed and so ordered.

3.C RECEIVE THE CITY OF TRACY POLICE DEPARTMENT'S ANNUAL REPORT FOR 2020

Sekou Millington, Police Chief provided the staff report and responded to questions.

Robert Tanner asked for the number of Police Officers in the City, how many are retiring and how many in queue for training, and needs for policing the City of Tracy.

Dan Evans stated the Police Department have been quick in response and professional, and asked about use of force compared to past years.

Alice English stated graffiti has been increasing and not being taken care of especially off Tracy Blvd, noticed more car accidents, and asked about the numbers for catalytic converters and trucks being stolen.

City Council questions and comments followed.

City Council accepted the report.

3.D APPROVE PROPOSED AMENDMENTS TO THE COUNCIL POLICY FOR DISPLAY OF FLAGS AT CITY FACILITIES TO INCLUDE PROTOCOLS FOR THE PASSING OF CURRENT OR FORMER CITY COUNCIL MEMBERS, DISCUSS AND AUTHORIZE COUNCIL MEMBERS' CEREMONIAL FLAG REQUESTS FOR THE COMING YEAR, AND PROVIDE DIRECTION TO STAFF

Midori Lichtwardt, Assistant City Manager, provided the staff report.

City Council questions and comments followed.

Andrea JuarezSmith stated she is an advocate for raising the LGBT flag for the month of June, spoke about the LGBTQ community, and statistics from the Trevor Project geared to eliminate teen suicide, and shared her experiences.

Julia Conover, Gold Star mother requested the City fly the Gold Star Flag on the last Sunday of September, National Gold Star Family Day.

Carla Waluck requested Council raise the pride flag for Pride Month.

Nancy Whelihan requested to continue raising the Pride Flag during the month of June.

William Muetzenberg shared support for raising the Pride Flag.

Dan Evans provided information about what the Gold Star represents, and requested Council approve the Gold Star flag or banner to be flown on the last Sunday of September every year.

Alice English stated she believed the U.S. and California flags should be flown all the time at City Hall because it represents everyone, and shows a solidarity that we support the LBGT community, veterans, and Gold Star flags.

City Council questions and comments follow.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2021-052** amending the Council policy for the display of flags at City facilities to include protocols for the passing of current or former City Council Members.

City Council comments followed.

Roll call vote found all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt **Resolution 2021-053** authorizing the display of a Gold Star Flag the last Sunday in September annually at City Hall to commemorate Gold Star Mothers and Family Day.

Jenny Haruyama, City Manager stated staff needs direction on whether Council would like a ceremony for each flag.

Council Member Arriola requested a friendly amendment to allow one of the Gold Star families in Tracy to raise the flag or have a ceremony if they wish. Mayor Pro Tem Vargas supported the amendment.

City Council comments followed.

Roll call vote found all in favor; passed and so ordered.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas, to adopt **Resolution 2021-054** approving the display of a Juneteenth

Flag on June 19 annually at City Hall to commemorate the end of slavery in the United States.

City Council comments followed.

Roll call vote found Council Members Arriola, Bedolla, Mayor Pro Tem Vargas and Mayor Young in favor; passed and so ordered. Council Member Davis opposed.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas, to adopt **Resolution 2021-055** approving the display of the LGBT Pride Flag for the month of June annually at City Hall to recognize LGBT Pride month.

City Council comments followed.

Roll call vote found Council Members Arriola, Bedolla, Mayor Pro Tem Vargas and Mayor Young in favor; passed and so ordered. Council Member Davis opposed.

4. ITEMS FROM THE AUDIENCE – Dan Evans stated he appreciated adopting the Gold Star flag, spoke about Council Member Davis having principals that she stands by, stated the Flag Policy is a terrible policy, and Council demonstrated constant politicking. Council can put these flags anywhere, in front of City Hall is wrong.

Alice English shared disappointment regarding Council's Ellis Avenues decision. Council gave Mr. Serpa priorities on the RGA's and should have stayed in line like other developments. Surland should follow the same policy as everyone else.

5. STAFF ITEMS – Jenny Haruyama, City Manager provided an update on the following actions taken by the City Manager during the COVID emergency.

- Accept the Construction of the 2018-2019 Street Overlay (Phase 1) Construction Project, CIP 73166 and Federal Project Numbers STPL-5192 (045) & STPL-5192 (046) Completed by Knife River Construction, of Stockton California.
- Accept the Construction of the Street Overlay and Slurry Seal Project 2018-2019 (Phase 2) Construction Project, CIP 73166 & 78182 Completed by Knife River Construction, of Stockton California.

Ms. Haruyama also announced effective May 5, 2021 all City facilities will be accepting in-person and by appointment only services, and hope to evolve that to limited in-person services as we move into the orange tier. Schedule will be posted on line and on social media platforms and as soon as we get a sense of where we are traveling for the orange tier and timing of that then we will get those service indicators out to the community of when they can physically come into City Hall.

6. COUNCIL ITEMS – Mayor Pro Tem Vargas requested to bring back a discussion to add two more cannabis permits and change our policy to instead of being social equity to be a revenue sales tax performance base. Council Member Davis supported the request.

Council Member Bedolla asked if there was any implications to possible litigation.

Leticia Ramirez, City Attorney responded it would be preferable to provide Council with a memo on this issue.

Mayor Pro Tem Vargas responded she did not want a memo, but wants a discussion and add permits. The discussion was always after a year to see what we can add, more businesses and more revenues.

Jenny Haruyama, City Manager responded that process was endeavored to be done before the end of the calendar year. Once the existing process is wrapped up by late fall or at the end of the calendar year, then staff will bring the item forward.

Mayor Pro Tem Vargas announced the following: Grand Foundation is having a gift basket fundraising event for Mother's Day. For information contact: Grand Foundation Facebook site, or website: www.grandfoundation.org or phone 209-835-3900. Funds will go to support art programs. Save the date – September 25, 2021 to celebrate the third Mayor's ball.

Mayor Pro Tem Vargas stated a friend lost their elderly father last week, sending love and condolences to O'Connor family from City of Tracy. Happy Mother's Day.

Council Member Davis requested support for discussion on permanently erecting a flagpole to represent every branch of the US Armed Forces including the Gold and Blue Star Families. Looking at the War Memorial or Little Arlington at Tracy Cemetery for locations. Council Member Arriola seconded the request.

Ms. Haruyama clarified Council can raise it as part of your budget discussions when Council consider the operating and capital budget. If there is interest in Council to fund Blue and Gold Star flag we can add that.

Council Member Davis requested support on bringing back conversation regarding addressing a shortage of affordable housing, and support to agendize creating and implementing inclusionary housing in the City of Tracy. Council Member Arriola seconded the request.

Council Member Davis requested support to look at opportunities to permanently erect flag poles that display flags that are important to residents in dedicated areas for our community so that all races, ethnicities, causes and ideologies can feel represented without the subjectivity and this could include a public survey to see if the community has an appetite for creating a United Nations type of public art display made of flags. There was no support for the request.

Council Member Davis acknowledged 18 year old Jordan Matthew Martinez for becoming an 11X Airborne Ranger and wanted to say prayers for him and his family as he embarks on his new journey in protection and defense of our country. Council Member Davis also wished everyone a happy Mother's Day.

Council Member Arriola asked Mayor Pro Tem Vargas to add to the cannabis discussion to include a public comment period to look over the entire policy. Have heard complaints from cannabis businesses and from labor unions and want to make sure we have a holistic overview and find any gaps so we can fill them when we bring it back. Mayor

Pro Tem Vargas agreed with the request. Council Member Arriola wished everyone a happy Cinco de Mayo and happy Mother's Day.

Mayor Young wished everyone a happy Mother's Day and happy Cinco de Mayo. Mayor Young announced Pastor James Young, His Image Ministries invites everyone to join him in prayer for National Day of Prayer on Thursday, May 6, 2021 at noon at the City Hall fountain. Mayor Young reported on various meetings and events she attended.

7. ADJOURNMENT – Time: 11:32 p.m.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Arriola to adjourn. Roll call vote found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on April 29, 2021. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

May 18, 2021

AGENDA ITEM 1.B

REQUEST

APPROVE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH MTM TRANSIT, LLC, FOR SERVICES RELATING TO THE CITY OF TRACY'S TRACER PUBLIC TRANSIT SYSTEM WITH A TOTAL NOT TO EXCEED AMOUNT OF \$10,917,793.01

EXECUTIVE SUMMARY

The City's current contract with MTM Transit, LLC, is set to expire on June 30, 2021. On January 22, 2021, the City published a Request for Proposals (RFP) to operate the City's TRACER public transit system. Four companies submitted proposals: MTM Transit, LLC, First Transit, Inc., Storer Transit Systems, and RydeTrans, LLC. All submissions were scored by an evaluation committee. Two proposers scored within the competitive range and were interviewed on March 9, 2021. Those proposers were: First Transit and MTM Transit. On March 10, 2021, both proposers were invited to submit their Best and Final Offers (BAFO) by March 16, 2021 for review and consideration by the evaluation committee. After final review of the interviewed companies, staff recommends awarding a Professional Services Agreement to MTM Transit, LLC. Funding for the operation of the City's Tracer Public Transit System is paid for through the Federal Transit Administration (FTA) and the Transportation Development Act (TDA).

DISCUSSION

Since July 2001, the City of Tracy has contracted for certain operational components of the TRACER Fixed Route and Paratransit Bus services and in particular drivers, bus maintenance, and dispatch services. The fixed route system has grown from a two-route bi-directional system to four regular routes and three commuter routes with stops to key destinations throughout the City, serving over 150,000 passengers in Fiscal Year (FY) 2018/19. The paratransit service provided trips to over 19,000 passengers in FY 2018/19. In addition, a pilot program for on-demand service was started in late August of 2020.

On January 22, 2021, the City published a Request for Proposals (RFP) for Operation and Maintenance of the City's TRACER public transit system. The service requirements (Exhibit "A" to the RFP) primarily include providing drivers and dispatching of the TRACER Fixed Route and Paratransit Bus services and facilitating revenue service operations and maintenance of buses. MTM Transit, LLC, First Transit, Inc., Storer Transit Systems, and RydeTrans, LLC, all submitted proposals to operate the service. All submissions were evaluated by an evaluation committee to determine which proposals best met the needs of the City of Tracy.

The selection process for this RFP evaluated proposals on a "Best Value" basis, which the Federal Transit Administration's (FTA) Best Practices Manual defines as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

As a result, pricing is not the sole basis upon which proposals were evaluated. Two proposers scored within the competitive range and were interviewed on March 9, 2021. Those proposers were: First Transit and MTM Transit. After the interviews, both proposers submitted BAFOs for final review and consideration. After final review, staff recommends selecting MTM Transit as the preferred company to provide services under the new agreement. Tracy Municipal Code section 2.20.140 provides that, when procuring professional services, selection should be made based on “which proposer best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services.”

MTM Transit currently operates in 32 states, including California, providing more than 20 million trips per year. MTM's mission is to help agencies meet the transportation needs of their communities, specifically transit dependent populations. They are committed to ensuring all passengers have an exceptional transportation experience. MTM has an excellent track record of providing high quality transit service and has organizational values and an employee-focused culture that aligns well with the City of Tracy. Their focus is on exceeding client expectations, being a cooperative partner, and providing quality service to customers. MTM has been contracted to provide Tracer operation and maintenance services with the City since 2016.

As part of the agreement, there have been a few changes in the service provided in order to enhance the current operation. These enhancements include increasing staffing levels of both drivers and dispatchers, increasing wages for drivers and dispatchers, and providing software for management and scheduling of all aspects of the Tracer system. The new software will allow for better management of the on-time performance of the system as well as allow for passengers to use an app to make reservations for both the paratransit and Tracer PLUS on-demand services.

All expenses for the operation of the Tracer public transit service are paid for through funds from the FTA, the Transportation Development Act (TDA) and passenger fares. There is no impact to the General Fund for this item.

STRATEGIC PLAN

This agenda item is a routine operational item and does not directly relate to the City Council's Strategic Plans.

FISCAL IMPACT

Funding for the TRACER public transit service is provided through County, State and Federal revenue sources, and passenger fares.

The total not to exceed contract price for the base three years is \$10,917,793.01 and is broken down per fiscal year as follows:

FY21/22: \$3,538,763.61
FY22/23: \$3,634,718.90
FY23/24: \$3,744,310.50

RECOMMENDATION

Staff recommends that Council approve, by resolution, a three-year Professional Services Agreement with MTM Transit, LLC, for services relating to the City of Tracy's TRACER public transit system.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENT

A - Proposed Professional Services Agreement

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
MTM TRANSIT, LLC**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and MTM Transit, LLC, a Missouri corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Contractor to provide operation and maintenance of the Tracer Public Transportation Systems;
- B.** On January 22, 2021, the City issued a Request for Proposals (RFP) for the operation and maintenance of Tracer Public Transportation Systems for the City of Tracy (Project). On February 25, 2021, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the services;
- C.** After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement; and
- D.** This Agreement is being executed pursuant to Resolution No. 2021-XXX approved by Tracy City Council on May 18, 2021.

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Contractor shall perform the services described in Exhibit "A" attached and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: Mark Frailey, General Manager. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.
- 2. Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on July 1, 2021 and end on June 30, 2024, unless terminated in accordance with Section 6. This Agreement may be extended for up to two additional one year periods by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement. The extension periods will be from July 1, 2024 through June 30, 2025, and from July 1, 2025 through June 30, 2026.

3. Compensation. City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed the Total Agreement Price per fiscal year listed in Exhibit B. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Contractor shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Contractor is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Contractor's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Contractor.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Contractor based upon the services described on the invoice(s) and approved by the City.

4. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Contractor's Obligation. Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days' written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

9. Independent Contractor Status. Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Director of Parks & Recreation Department
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:

MTM Transit, LLC
ATTN: Legal Department
16 Hawk Ridge Dr.
Lake St. Louis, MO 63367

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable

professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Contractor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1 Prevailing Wage Laws. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License. Contractor shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In

the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Contractor

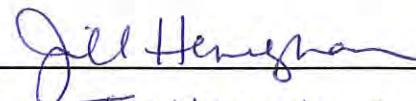


By: Brian Bratton

Title: COO - TRANSIT

Date: 5/3/21

Federal Employer Tax ID No. 26-3937729



By: Jill Heneghan

Title: CFO

Date: 5-3-21

Exhibits:

- A Scope of Work (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Performance and Non-Compliance Assessments
- D Federal Clauses and Requirements
- E Contractor's Submitted Proposal

EXHIBIT A - Scope of Work

A. CONTRACTOR's Responsibilities

The CONTRACTOR shall perform the following scope of work as outlined in their submitted proposal attached as Exhibit E. The responsibilities of the CONTRACTOR shall include, but not be limited to, the following:

1. Operations

1.1 Minimum Required Staffing Positions:

General Manager: Providing a full-time on-site General Manager to manage the Tracy Public Transit System throughout the term of the contract, who does not hold any other position in the operation or any other operation, has full authority to independently make any decisions required for the safe and efficient operation of services. This position is required to have experience in the management and supervision of a Fixed Route, Paratransit or other specialized transportation services to persons with disabilities;

Dispatch/Operations Supervisor: Providing a Dispatch/Operations Supervisor with experience in dispatching, scheduling, daily operations who will assist the General Manager. This position should also have experience in the management and supervision of a Fixed Route, Paratransit or other specialized transportation services to persons with disabilities;

Training/Safety Manager: Provide a Training/Safety Manager who is Transit Safety Institute certified to assist the General Manager in carrying out all activities relative to implementing Contractor's training and safety program;

Vehicle Operators: Providing Vehicle Operators for Fixed Route and Paratransit services. In selecting Vehicle Operators, the CONTRACTOR shall conduct an adequate background check (including criminal background checks) and ensure that he or she holds and maintains at all times a valid, State of California Class B Driver's License, meets the standards and has the qualifications to operate a vehicle in the required capacity, has not accumulated more than six points on his/her driver's license within the last four years, has no convictions for misdemeanor or felony driving under the influence (DUI) and no failures to appear to Court. Copies of this information will be furnished to City staff prior to the hiring of any drivers;

Dispatchers: Providing dispatchers for fixed route and paratransit services. These positions should have experience in the logistical operation and dispatching of vehicles.

Reservationists: Providing reservationists who will act as customer service agents who will provide information to the general public as well as make reservations for paratransit and on-demand service and sell tickets for various services.

Maintenance Manager/Lead Mechanic: Provide a Maintenance Manager/Lead Mechanic who will oversee all aspects of maintenance for all transit vehicles. The position must have ASE Certification and have a minimum of 5 years of experience as

a mechanic with heavy duty vehicle experience. This position must also have at least 2 years of experience as a lead mechanic with supervisory capacity.

Maintenance Mechanics: Provide Maintenance Mechanics who will provide maintenance work on all transit vehicles. All mechanics must have ASE Certification and experience working on heavy duty vehicles.

1.1.1 Staffing (excluding vehicle operators) should include at a minimum:

- 1 General Manager
- 1 Dispatch/Operations Supervisor
- 1 Training/Safety Manager
- 3 Road Supervisors
- 5 Dispatchers
- 4 Reservationists
- 1 Maintenance Manager/Lead Mechanic
- 3 Maintenance Mechanics

1.1.2 Compensating the following positions at the following minimum rates:

- Drivers: \$18.50/hour
- Dispatchers: \$19/hour
- Reservationists: \$16/hour

Compensation rates may be lower during training periods.

1.2 Vehicle Operator Requirements:

1.2.1 The Contractor shall provide Operator training and retraining that shall meet generally accepted transit industry standards and in compliance with 13 CCR as it relates to transit bus vehicle laws and regulations. An outline of the training program, including periodic updates, shall be submitted to the City. All Operators, dispatchers, customer information personnel, and supervisors shall participate in the program.

1.2.2 Driver training shall at a minimum include the following components:

- Vehicle Operation- Includes training on vehicle orientation, safe bus operation, route and schedules orientation, and on-time performance;
- Safe Vehicle Maneuvering;
- Defensive Driving- Training program must include the National Safety Council's defensive driving instruction;
- Federal Drug & Alcohol Regulations- All necessary employees shall be trained about the requirements contained in the DOT Drug & Alcohol regulations;
- ADA Requirements & Sensitivity Training- All drivers must be trained to comply with Title II of the Americans with Disabilities Act (ADA) of 1990, and any additional ADA or Federal Transit Administration (FTA) training or testing that may be required by law;
- General Vehicle Handling and Safety;
- Passenger Assistance Techniques;
- Passenger Relations, including knowledge of how passengers can file complaints;

- Comprehensive knowledge of City's transit system, including routes, stops, transfer locations with other agencies such as San Joaquin RTD, and familiarity with key points of interest, and general route frequency and hours of operation for all City routes;
- Specific training in City transit policies and applicable regulations including, but not limited to: Reasonable Modification policy, Paratransit service policies, Etiquette and Code of Conduct, ADA and Title VI;
- Fare box Training, including full understanding of fare and transfer policies, and thorough knowledge of all fare media accepted;

1.2.3 Providing at least two standby drivers to be available during all hours of operation;

1.2.4 Participating in the "Pull Notice" program where by the DMV record for each driver is checked at least once every six months for accidents, vehicle code violations and status;

1.2.5 Conducting pre-trip vehicle inspections at a minimum of fifteen minutes prior to the start of service each day, completing and maintaining checklists on a daily basis;

1.2.6 Ascribing to FTA 49 CFR Parts 653 and 654 Drug and Alcohol guidelines and the requirements of the Drug Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991 and conducting drug and alcohol testing of all employees associated with transit operations, including new hires. Testing will also include random testing and testing of all employees involved in accidents. CONTRACTOR shall, at its own expense, develop and implement a drug control program;

1.2.7 Assuring that all staff wear proper uniforms as specified by CITY, and present a neat appearance and conduct themselves in a courteous and professional manner at all times;

1.2.8 Providing sensitivity training, and implementation of safety programs;

1.3 Ancillary Staffing Requirements:

1.3.1 Hiring all ancillary staff needed to properly operate the services in compliance with the Agreement. All ancillary staff shall follow the same hiring process as drivers including background checks and drug and alcohol testing. Copies of this information will be furnished to City staff prior to the hiring of any ancillary staff.

1.3.2 Providing a work plan for all ancillary staff detailing duties and responsibilities.

1.3.3 Have available, at minimum, one dispatcher or reservationist who is fluent in Spanish during all hours of operation. This requirement must be met within 30 days of the start of the contract period.

1.3.4 Seeking and hiring staff that have the skills and temperament to represent the City of Tracy in a professional manner, and work with clients, especially the elderly, frail, physically or cognitively impaired individuals;

1.3.5 Ensuring that all staff have ADA training within 30 days after the start of the contract period. Refresher training shall occur every 6 months;

1.3.6 Providing one Fixed Route Dispatcher and one Paratransit Dispatcher during all hours of operation.

1.3.7 Ensuring accurate assignment of operators and dispatchers to work shifts, including ensuring respective availability for pre-pull out inspections and scheduling updates;

- 1.3.8 Training staff on map-reading skills and ensuring awareness of service area;
- 1.3.9 Monitoring transit operations, route and schedule adherence, and providing on-street /road supervision;
- 1.3.10 Assuring that all staff wear proper uniforms as specified by CITY, and present a neat appearance and conduct themselves in a courteous and professional manner at all times;
- 1.3.11 Providing sensitivity training, and implementation of safety programs;
- 1.3.12 Ascribing to FTA 49 CFR Parts 653 and 654 Drug and Alcohol guidelines and the requirements of the Drug Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991 and conducting drug and alcohol testing of all employees associated with transit operations, including new hires. Testing will also include random testing and testing of all employees involved in accidents. CONTRACTOR shall, at its own expense, develop and implement a drug control program;

1.4 General Requirements:

- 1.4.1 CONTRACTOR agrees to abide by the terms and conditions required by the Federal Transit Administration (FTA) as outlined in Exhibit D, in addition to any other requirements as may be imposed by the FTA.
- 1.4.2 Maintaining records regarding all transportation functions, including maintenance of work records;
- 1.4.3 Prepare and maintain files for all paratransit customers;
- 1.4.4 Ensuring confidentiality of eligibility files and other sensitive information;
- 1.4.5 Reporting vehicle problems as they occur and annotating daily vehicle logs specifying whether vehicles are in service and any maintenance issues, if any, keeping vehicles out of service;
- 1.4.6 Maintaining records regarding all accidents and passenger injuries, including contacting the CITY within one hour of any noteworthy accident/incident, or any accident/incident involving bodily injury or death. Twenty-four hour notice is required for non-emergencies;
- 1.4.7 Maintaining a daily checklist for the fuel canopy, pumps and compressor at the CNG fueling station;
- 1.4.8 Maintaining daily ridership records for all services, including route information, number of passengers and passenger type;
- 1.4.9 Submitting daily, weekly, and monthly reports as requested by CITY;
- 1.4.10 Preparing a monthly report including at least revenue hours, revenue miles, fare revenue and ridership figures, including a signed cover sheet acknowledging that all information presented is truthful "to the best of your knowledge;"
- 1.4.11 Submitting monthly invoices on or before the 10th calendar day following the end of each month to the CITY, for services rendered under the contract;
- 1.4.12 Answering customer service calls, documenting compliments, logging issues and resolving issues to meet requirements of the Federal Transit Administration;
- 1.4.13 Collecting fare revenues and making daily deposits;
- 1.4.14 Ensuring that a sufficient number of transit brochures, tickets, forms and other City information are always available on-board every vehicle;

- 1.4.15 Provide one new desktop computer each for the General Manager, Paratransit Dispatcher, Fixed Route Dispatcher, Dispatch/Operations Supervisor, Training/Safety Manager, and for the yard office. Provide two new desktop computers for the Reservationist positions at the front counter.
- 1.4.16 Provide one new laptop computer each for the Road Supervisors.
- 1.4.17 Provide a color printer and/or copier.
- 1.4.18 Provide a phone line for the General Manager with voicemail capability.
- 1.4.19 Working in conjunction with the CITY to ensure that all FTA and TDA requirements, conditions and assurances are met;
- 1.4.20 Being solely responsible for providing increase in personnel to meet enhanced service requirements;
- 1.4.21 Assisting the CITY with marketing efforts as required and requested.
- 1.4.22 If necessary, providing for an orderly transition to a different CONTRACTOR, whereby the existing CONTRACTOR complies with a turnover of historical data and maintenance audit, ensures that all vehicles are up to date with preventive maintenance practices, is responsible for all defects such as body damage, air conditioning malfunction, glass and so forth, that go beyond the normal wear and tear of a vehicle.
- 1.4.23 Providing information on debarment status or certification regarding debarment, suspension, and other ineligibility and voluntary exclusion;
- 1.4.24 Providing Assurance of Compliance, Certification and Verification to meet requirements of the Federal Transit Administration;
- 1.4.25 Providing assurance of compliance, certification and verification regarding Equal Employment Opportunity policy, non-discriminatory hiring practices and all requirements imposed by the US Department of Transportation;
- 1.4.26 Obtaining a business license from the City of Tracy;
- 1.4.27 Maintaining automobile insurance throughout the duration of any agreement with the City, for revenue and non-revenue services, to cover CONTRACTOR, its agents, representatives and employees in connection with the performance of services at the minimum levels;
- 1.4.28 Maintaining professional liability coverage to cover damages that may be the result of errors, omissions, or negligent acts of CONTRACTOR, in an amount not less than \$2,000,000 per occurrence;
- 1.4.29 Maintaining Workers' Compensation coverage as required by the State of California;
- 1.4.30 Ensuring that all insurance companies providing coverage to CONTRACTOR are insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California;
- 1.4.31 Identifying problems with radio communication devices and coordinating repairs;
- 1.4.32 Illustrating compliance with the Americans with Disabilities Act of 1990 and facilitating relevant staff training including but not limited to daily verification of lift devices documented on a daily vehicle inspection report (DVI) and ADA passenger rights and allowances;
- 1.4.33 Unlock the Tracy Transit Station building during normal business hours as posted at the site.
- 1.4.34 Secure the Tracy Transit Station building at the end of the business hours as posted at the site.

- 1.4.35** Provide information and assistance as necessary to anyone who may enter the Tracy Transit Station.
- 1.4.36** Assist with daily cleaning of the Transit Station as necessary to ensure that the facility, including restrooms, is in a neat and presentable condition.
- 1.4.37** Enter into a contract with Greyhound to sell tickets and receive and distribute packages at the Tracy Transit Station.
- 1.4.38** Upon request from CITY, remove any employee from service at this location whom the CITY feels does not demonstrate the standards set forth in this agreement or in representing the CITY.

1.5 Performance Standards:

1.5.1 Fixed Route

Ensure the following standards are met for Fixed Route Service:

- 95% of scheduled fixed route departures shall be on-time or shall not be more than 5 minutes late leaving from any timed stop.
- 0% of scheduled fixed route departures shall leave early.
- 0% of fixed route trips shall be missed.
- 0% of fixed route trips shall depart from timed stops earlier than the time listed on the schedule.
- There shall be a minimum of 100,000 miles between accidents.
- There shall be no more than one passenger complaint for every 5,000 fixed route passengers.
- There shall be a minimum of five primary vehicles every day and one back-up.

1.5.2 Paratransit

Ensure that the following standards are met for Paratransit Service:

- 95% of paratransit passengers must be picked up within +/- 10 minutes of the scheduled pick up time.
- Ensure that no passengers are pick up later than 30 minutes after the scheduled pick up time.
- Ensure that passengers are contacted fifteen minutes prior to scheduled pick up to advise them as to whether the route is on time, or to advise as to how late the route is.
- Ensure the vehicle operator is fully trained on the appropriate use of securements and utilizes them with each customer. Vehicle operators must notify dispatch immediately if a customer refuses the securements.
- There shall be a minimum of one passenger complaint for every 2,000 paratransit passengers.
- There shall be a minimum of 40,000 miles between accidents.
- Ensure that each staff person who comes into contact with paratransit customers is trained on ADA requirements for interacting with individuals with disabilities.
- Ensure that ADA certified individuals are given priority service. Seniors and other passengers are accommodated on a space available basis.
- Ensure compliance with all other policies in place by CITY.

- 1.5.3 Ensure that if any of the standards in 1.5.1 and 1.5.2 are not going to be met for a given month, that a plan to remedy the issues be presented along with the monthly reports.

1.6 Transit Related Software

- 1.6.1 All software to be used for the duration of this contract will be in place by at the start of the contract period.
- 1.6.2 The following software will be used as outlined in CONTRACTOR's submitted proposal:

For Paratransit Services – Reveal
For Fixed Route and On-demand Service - TransLoc

1.7 Vehicles: The CONTRACTOR will provide at minimum three vehicles to be used for road supervision/.driver shuttling.

- 1.7.1 Vehicles used for road supervision/.driver shuttling will not be older than five years from the date manufacture during any period of the contract. Vehicles provided for this purpose by the CONTRACTOR must have the following:
 - TRACER logo
 - Must state "Road Supervisor" on the sides of the vehicle
 - Must be a four door vehicle
 - One vehicle must be ADA accessible
- 1.7.2 **Maintenance:** The CONTRACTOR will be responsible for all aspects of vehicle maintenance and upkeep for all existing and future TRACER buses including, but not limited to:
 - 1.7.2.1 Establishing a vehicle maintenance shop located within 5 miles from the Tracy Transit Station located at 50 E. 6th Street.
 - 1.7.2.2 Providing at a minimum one Maintenance Manager/Lead Mechanic and three additional mechanics to maintain all vehicles. All mechanics must be ASE Certified at the time of hire.
 - 1.7.2.3 Provide at minimum one maintenance mechanic on-site each morning thirty minutes prior to the first vehicle pull out to address vehicle maintenance issues.
 - 1.7.2.4 Establishing and following a pre-trip/post-trip inspection program including but not limited to checking heating and air-conditioning systems, oil and other fluids, belts and hoses, customer seats, wheelchair positions and tie-downs, lights, doors including lifts, windshield wiper and washer system, emergency equipment including a first aid kit, brakes, tires and wheels, exhaust system, mirrors, glass, horn and body damage;
 - 1.7.2.5 Maintaining the vehicles in "Service Ready" condition at all times, including daily fueling and fluid checks, exterior and interior cleaning including washing, sweeping and mopping, fan belt, flat tires, replace worn windshield wipers, hoses, bulbs and lenses,

batteries and fuses, preliminary road service, cycle wheelchair lifts and maintain tie-downs, certified fire extinguisher;

- 1.7.2.6** Obtaining timely maintenance and repairs and maintaining total fleet availability consistent with service requirements;
- 1.7.2.7** Having responsibility for proper use, care, maintenance and towing of all revenue service vehicles to and from the Maintenance Contractor's facility;
- 1.7.2.8** Maintaining an inventory of parts and fluids sufficient to assure timely repairs; CONTRACTOR is responsible for all vehicle fluids with exception of vehicle fuel. All maintenance parts must be OEM. Use of recycled fluids is prohibited.
- 1.7.2.9** Conducting Preventative Maintenance Inspections (PMI), at least every 45 days or 3,000 miles, whichever comes first, to include replacement of engine oil and filters, checking body, doors and windows, seatbelts and seats, wheelchair securement positions and belts, wheelchair lift, interior climate controls, interior and exterior lights, vehicle operator gauges and controls, brake system, drive train, steering system, suspension system, engine fluids, belts, hoses, transmission fluids, air filter/system, water pump, batteries, ignition system, engine electrical system, spark plugs, fuses, exhaust system, fuel system, emergency equipment, customer grab rails, damage to vehicles;
- 1.7.2.10** Maintaining relevant Preventive Maintenance Inspection logs;
- 1.7.2.11** Fueling vehicle at the CITY owned CNG or Gasoline fueling station only, unless otherwise directed by the CITY;
- 1.7.2.12** Cleaning vehicles (inside and outside), including daily, weekly and monthly cleaning, including washing outside of each bus at least once per week;
- 1.7.2.13** Cleaning all seats in vehicles at least once daily by wiping them down. Additional immediate cleaning of seats due to accidents as needed.
- 1.7.2.14** Conducting mandatory California Highway Patrol inspections;
- 1.7.2.15** Making exterior repairs, including painting and bodywork upkeep;
- 1.7.2.16** Completing all required governmental and regulatory documents
- 1.7.2.17** Although some maintenance may be completed on site, supplying CONTRACTOR's own maintenance facility capable of handling CNG and gasoline or diesel vehicles if necessary.
- 1.7.2.18** Not allow any vehicle into operation when its condition is unsafe or uncertain.
- 1.7.2.19** The CONTRACTOR shall assign a full-time, on-site operations manager to the TRACER Fixed Route and Paratransit Public Transit System.

1.8 Liquidated Damages

- 1.8.1** CONTRACTOR shall be assessed for performance and non-compliance issues as outlined in Exhibit C. CITY will provide a list of assessments for the month to CONTRACTOR by the last day of the following month.
- 1.8.2** Any disputes regarding assessments must be submitted in writing to CITY within 10 days of receipt of the assessments.

B. CITY'S Responsibilities

The CITY's (Parks and Recreation Department) will do the following:

1. Administration

- 1.1 Oversee the operating contract;
- 1.2 Determine passenger fare rates and the method of collecting and depositing fares;
- 1.3 Make provisions for on-board communication systems;
- 1.4 Implement all aspects of planning, including short and long term service changes;
- 1.5 See to all aspects of marketing, employing CONTRACTOR's assistance when needed;
- 1.6 Design, print, obtain and distribute transit brochures, tickets, transfers and marketing materials;
- 1.7 Complete all required governmental and regulatory documents;
- 1.8 Complete grant documents and funding applications;
- 1.9 Set goals, objectives and standards;
- 1.10 Write specifications related to capital purchases;
- 1.11 Bus signage;
- 1.12 Bus stop improvements including shelters and benches;
- 1.13 Provide fire and theft insurance for the CITY facility;
- 1.14 Installation of radio communication devices and maintenance and repair of radio communication systems;
- 1.15 Transit route designations and revisions;
- 1.16 Mailing of TRACER information;
- 1.17 Provide phone lines for dispatchers and reservationists.

2. CITY's City Council has the final control and authority to determine policy, including, but not limited to, funding levels, fare structure, the scope of services the system should provide, planning requirements, and all capital purchases. CITY will perform an independent audit of the transit operations and reserves the right to perform an unscheduled cash count of farebox revenues or other inventory inspection at any time. CITY will also prepare the Annual State Controller's Report.
3. **Vehicles:** The CITY will provide the CONTRACTOR with seventeen (17) revenue vehicles required for Fixed Route, Paratransit and On-demand services as follows:
 - 2 – 2020 Ford Transit Vans
 - 4 – 2020 Glaval Cutaway Buses (21ft)
 - 2 – 2020 ARBOC Low-floor Cutaway (26ft)
 - 5 – 2017 Gillig Low-floor diesel heavy duty bus (35ft)
 - 4 – 2021 Gillig Low-floor diesel heavy duty bus (29ft)

The CITY will also provide for each vehicle:

- Fare boxes (electronic or manual as warranted)
- Designation signs
- Mobile Radio Units
- Video Camera System
- ADA Annunciators (fixed route vehicles only)

- Vehicle Licenses
- Internal racks for marketing materials
- External decals and logos
- Fuel and fuel cards

3.1 CONTRACTOR may provide their own on board camera system to assist in reviewing incidents. Camera system must be able to provide 1 weeks' worth of footage and be made available upon CITY's request.

4. Facilities: The CITY will provide the CONTRACTOR with space for operations to include:

- Dispatch Area
- General work Area
- General Manager's Office
- Drivers' Break Room
- Restrooms
- Yard for TRACER vehicle storage

EXHIBIT B - Compensation

	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024
Fixed Monthly Expense	\$146,811.39	\$150,822.00	\$155,255.68
Cost Per Vehicle Hour*	\$41.81	\$42.94	\$44.26
TOTAL AGREEMENT PRICE	\$3,538,763.61	\$3,634,718.90	\$3,744,310.50

	July 1, 2024 – June 30, 2025 (Extension 1)	July 1, 2025 – June 30, 2026 (Extension 2)
Fixed Monthly Expense	\$157,595.48	\$162,338.33
Cost Per Vehicle Hour*	\$45.58	\$47.05
TOTAL AGREEMENT PRICE	\$3,828,230.93	\$3,947,579.41

*City Provides 100% of the transit fleet

PROJECTED VEHICLE HOURS**	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024
Fixed Route Vehicle Hours	26,000 +15%	26,000 +15%	26,000 +15%
Paratransit Vehicle Hours	10,000 +15%	10,000 +15%	10,000 +15%
TracerPLUS On-demand Vehicle Hours	6,500 +15%	6,500 +15%	6,500 +15%

PROJECTED VEHICLE HOURS**	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026
Fixed Route Vehicle Hours	26,000 +15%	26,000 +15%
Paratransit Vehicle Hours	10,000 +15%	10,000 +15%
TracerPLUS On-demand Vehicle Hours	6,500 +15%	6,500 +15%

**Actual hours may change per City Council action

EXHIBIT C – Performance and Non-Compliance Assessments

Item	Assessment	Quantity	Value	Total
A. Service Standards				
On-Time Departures	Percentage of On-Time Departures Falls Below 95% for Fixed Route		\$500 (per month)	
	Percentage of On-Time Departures Falls Below 90% for Fixed Route		\$750 (per month)	
	Percentage of On-Time Departures Falls Below 85% for Fixed Route		\$1000 (per month)	
Operating Ahead of Schedule	Fixed Route -Bus Departing Time Point Prior to Scheduled Departure Time		\$100 (per incident)	
	Paratransit/TracerPLUS - Bus Departing earlier than 10 minutes Prior To Scheduled Pick Up Time		\$100 (per incident)	
Missed Trips	Fixed Route - Operating 20 Minutes or More Behind Scheduled Time		\$200 (per missed trip)	
	Paratransit/TracerPLUS - Vehicle Arriving More Than 20 Minutes Late for a Scheduled Pick Up Time		\$200 (per missed trip)	
Failure to Pick Up Passenger	Fixed Route - Failure to Pick Up Rider from any Fixed Route Bus Stop		\$500 (per occurrence)	
	Paratransit/TracerPLUS - Failure to Pick Up Rider For Any Reserved Paratransit/TracerPLUS trip, Unless Failure is the Fault of the Passenger		\$500 (per occurrence)	
	Failure of Personnel to Notify Dispatch When Unable to Board or Alight Person With Disabilities/Mobility-Impaired At Bus Stop		\$100 (per occurrence)	
Failure to Start Route from Designated Stop	Failure to start a fixed-route from its proper bus stop at the Transit Station		\$300 (per occurrence)	
Service Denial	Denial of service due to lack of available operators (not including same-day reservations)		\$100 (per occurrence)	
Customer Complaints	Failure to notify CITY through email within 1 hour of customer complaint received		\$50 (per occurrence)	
	Failure to follow-up with CITY on resolution of customer complaints within 48 hours		\$50 (per occurrence)	
	Number of Valid Customer/Passenger Complaints Exceeds 10 per month		\$50 (per month)	
	Failure to stock schedules/route maps on vehicles or in the lobby for the general public.		\$50 (per occurrence)	
B. Reporting Requirements				
Monthly Reports	Incorrectly Reported or Missing Operating Statistics, Financial Information, or Back up Documentation for monthly reports.		\$100 (per error; \$500 max/mo.)	
	Reports & Operating Statistics Submitted Later Than Specified Time Frame (10 th calendar day of the following month for Monthly Reports).		\$50 (per late day; \$500 max/mo.)	
Weekly Reports	Incorrectly Reported or Missing Operating Statistics, Financial Information, or Back up Documentation for weekly reports.		\$50 (per error; \$500 max/mo.)	
	Reports & Operating Statistics Submitted Later Than Specified Time Frame (Every Wednesday of the following week for Weekly Reports).		\$50 (per late day; \$500 max/mo.)	
Daily Reports	Incorrectly Reported or Missing Operating Statistics, Financial Information, or Back up Documentation for weekly reports.		\$50 (per error; \$500 max/mo.)	
	Reports & Operating Statistics Submitted Later Than Specified Time Frame (Everyday by 9am of the following day for Daily Reports).		\$50 (per late day; \$500 max/mo.)	
Incident Reporting	Failure to Provide Accident (if available from Tracy PD) and CONTRACTOR Incident Reports to City Within 24 Hours of Occurrence		\$300 (per occurrence)	

	Failure to Submit Backup Documents and Photos with an Accident/Incident Form Within 2 Business Days After Accident/Incident		\$200 (per occurrence)	
	Failure to Notify City Staff By Telephone Within One Hour of Accident/Incident		\$100 (per occurrence)	
CHP Report	Unsatisfactory Rating in Applicable Categories of Annual Highway Patrol Safety Compliance Report or Spot Check		\$2,000 (per occurrence)	
Daily Vehicle Inspection Reports	Failure of Operators to Report Interior/Exterior Vehicle Damage, graffiti, and/or Vandalism on Post-Trip Inspection (DVI) forms.		\$100 (per occurrence)	
	Failure to Complete Daily Vehicle Inspection (DVI) Report Before & After Vehicle is in Driver Possession (i.e., start of day at yard, change of operators at shift change, etc.)		\$100 (per occurrence)	
C. Facilities				
Facility Appearance & Cleanliness	Non-Compliance with Facility Appearance & Cleanliness Standard		\$100 (per occurrence)	
Facility Opening & Securement	Failure to Open or Close Transit Lobby in conformance with Established Business Hours		\$100 (per day; \$500 max/mo.)	
	Failure to Properly Secure Transit Facilities		\$500 (per occurrence)	
	Failure to Properly Store Transit Vehicles at Bus Yard Overnight		\$500 (per occurrence)	
Facility Fixtures	Any Instance Resulting in Detachment of Fueling Hose, Nozzle, and/or Damage to Fueling Dispenser or Fueling System		\$4500 (per occurrence); All costs in Repairs of Damaged Equipment are Contractor's Responsibility	
	Any Instance Resulting in Damage to Farebox Probing System or Loss of Probing Device or Loss of Farebox Key		\$4500 (per occurrence); All costs in Repairs of Damaged Equipment are Contractor's Responsibility	
Diesel Fueling	Any Instance Where a Diesel Fueled Vehicle is fueled by a staff member who has not been trained by Public Works staff on proper diesel fueling		\$1000 (per occurrence)	
D. Personnel				
Hiring & Staffing	Replacement of the following Key Personnel Positions: General Manager, Dispatch/Operations Supervisor, Training/Safety Manager, Maintenance Manager/Lead Mechanic.		\$500 (per day of vacancy); plus total compensation of position during period of vacancy	
	“Conditionally” hired employee performing job duties prior to receipt of background check and drug/alcohol testing results by CITY		\$500 (per occurrence)	
	Insufficient personnel to provide appropriate customer service levels during operating hours		\$500 (per day)	
	Failure to provide notice of employee no longer employed within 24 hours of employee’s last shift		\$100 (per occurrence)	
	Failure to return any City property (keys/fobs/etc.) within 72 hours of employee’s last shift		\$500 (per occurrence)	
Uniform Standards	ID Badge or Gate Access Card or Transit Station Door Fob Lost		\$50 (per occurrence)	
	Lost Facility Key		\$500 (per occurrence)	
	Non-Compliance with Uniform & Appearance Standard		\$50 (per occurrence)	
E. Equipment				
ITS	Dispatch Fails to Assign Fixed Route Buses on CAD System in a Given Day.		\$100 (per occurrence)	
	Operator Intentionally Disables AVA System Volume		\$100 (per trip occurrence)	
	Failure to have a working tablet in vehicle while in operation		\$100 (per occurrence)	
	Failure to assign a Paratransit/Tracer PLUS trip in dispatching software		\$100 (per occurrence)	
F. Vehicle Operation Requirements				
ADA / Safety	Failure to Announce Major Stops and Transfer Points as Required by ADA, if AVA is Not Functioning.		\$100 (per trip occurrence)	
	Failure to Report Inoperable Lift to Maintenance, Resulting in Known Lift Failure Put On Route		\$200 (per incident)	
ADA / Safety	Failure to Provide Passenger With Alternative Means of Transportation Within One Hour of Lift Failure		\$500 (per incident)	

	Operator Fails to Properly Secure a Passenger in a Mobility Device, Including, but not Exclusive of Wheelchairs and Walkers, Prior to Being Transported		\$500 (per occurrence)	
Preventable Accidents	Total Vehicle Miles Between Preventable Accidents Falls Below 50,000 miles in One Quarter		\$1,000 (per quarter)	
	Preventable Accidents in Vehicles Operated by Contractor Shall Not Exceed Past Five (5) Per Quarter.		\$1,000 (per quarter)	
Vehicle Cleanliness Standard	Non-Compliance with Vehicle Appearance & Cleanliness Standard		\$100 (per day; \$500 max/mo.)	
Personnel	Failure to ensure a sufficient number of operators, both regularly scheduled and extra board (cover or relief), to provide consistent and reliable service.		\$500 (per occurrence)	

G. General Rules

An assessment of \$50 will be implemented for failure to comply with the following rules:

	Drivers shall have a basic knowledge of transfer locations with connecting systems and knowledge of connecting systems.		\$50 (per occurrence)	
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An assessment of \$100 will be implemented for failure to comply with the following rules:

	No eating, drinking or employing any device that plays music or amplifies sound aboard buses at any time.		\$100 (per occurrence)	
	Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, on or off duty.			
	Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.			
	Employees may only use vehicles in accordance with their assigned duties.			
	No one shall be permitted to solicit on the vehicle with the exception of personnel specifically authorized to do so by CITY.			
	No animals, except service animals, shall be permitted on the vehicle, unless otherwise authorized in writing by the CITY.			
	Backing of a vehicle is prohibited unless specifically authorized by dispatch. Drivers must request the option to back a vehicle from dispatch prior to beginning the backing movement.			
	Drivers shall follow fare collection procedures; utilizing the farebox system properly, recording ridership data in the format required by CITY.			
	Uniforms assigned to applicable staff must be worn at all times when on duty.			
	Driver shall comply with all Federal ADA rules and regulations; including announcing scheduled fixed route bus stops.			

An assessment of \$500 will be implemented for failure to comply with the following rules:

	Failure of Contractor to Maintain Sufficient Fuel in Vehicle; (All Costs in Moving Vehicle Are Contractor's Responsibility)		\$500 (per occurrence)	
	No using personal cellular telephones or other personal communication devices while the vehicle is in revenue service. Contact from third parties shall be allowed only through dispatch.			
	CONTRACTOR staff shall abide by all Seat Belt Use laws while providing service as outlined in this CONTRACT.			
	While in uniform, or at work, no employee shall purchase, consume, or be under the influence of any narcotic,			

	intoxicant, harmful drug, or prescription drugs that impair performance.		
	Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.		
	All information regarding accidents and incidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident or incident unless it is to the police, CITY staff, the CITY'S Insurance Carrier or other person(s) involved in the accident as required by law.		
	Anyone under the influence of any intoxicant, narcotic, or harmful drug, who endangers the safety of the driver, other passengers, him or herself, or vehicle equipment, shall not be permitted on the vehicle.		
	No vehicle shall stop at an unsafe location. Whenever practical, paratransit stops shall be made at a curb.		
	No vehicle shall be operated when its condition is unsafe or uncertain.		
	No driver shall operate the wheelchair ramp or lift until they have received the mandated training; and if there is any doubt whatsoever about the mechanical condition of the ramp/lift or safety of the passenger as a result of using the ramp/lift. Wheelchair ramp/lift operation shall be in compliance with the methodology recommended by the OEMs.		
	Drivers shall not be allowed to leave their vehicle unattended when passengers are on-board, except when picking up another paratransit passenger, and vehicle must remain in sight of the driver. Transmission must be placed in park, the parking brake must be set and the engine turned off. Drivers shall take the key with them when disembarking the vehicle. Doors on unattended vehicles shall be kept closed at all times. Drivers must inform and confirm with dispatch before leaving a bus unattended.		
	No vehicle shall be fueled while passengers are on-board.		
	Drivers shall notify Dispatcher or Road Supervisor immediately after an incident.		
	Drivers shall not drop off passengers other than at an approved bus stop, unless road construction deviation requires it.		
	Driver shall not deviate from established route assignment unless previously permitted to do so by Road Supervisor or Dispatcher.		

EXHIBIT D – Federal Clauses and Requirements

Federal Requirements: CONTRACTOR agrees to abide by the terms and conditions required by the Federal Transit Administration (FTA) as outlined below, in addition to any other requirements as may be imposed by the FTA. Additionally the following forms that were submitted by CONTRACTOR as part of their submitted proposal are attached hereto as part of this agreement and found in Exhibit E – Contractor's Submitted Proposal:

- Form B (Non-Collusion Affidavit)
- Form C (Certification of Eligibility)
- Form D (Debarment and Suspension Certification)
- Form E (Lobbying Certification)
- Form F (DBE/EEO Certification)
- Form H (Drug and Alcohol Certification)

FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118 41 CFR Part 301-10

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

CHARTER BUS REQUIREMENTS 49 U.S.C. 5323(d) 49 CFR Part 604

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS
49 U.S.C. 5323(F)
49 CFR Part 605

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with

non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR Part 5
40 U.S.C. 3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work” with a value greater than \$100,000. These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12)

Flow down Requirements: Applies to third party consultants and sub-consultants.

(1) **Overtime requirements** - No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at

a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (1) through (4) of this section.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The City of Tracy may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Tracy to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Tracy, the Contractor will account for the same, and dispose of it in the manner the City of Tracy directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Tracy may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the

manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Tracy that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Tracy, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The City of Tracy in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Tracy's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Tracy setting forth the nature of said breach or default, the City of Tracy shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Tracy from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies For any Breach In the event that the City of Tracy elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Tracy shall not limit the City of Tracy's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The City of Tracy by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Tracy may terminate this contract for default. The City of Tracy shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

The Contractor agrees to comply, and assures the compliance of each third party contractor and subcontractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

PRIVACY ACT 5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS 29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ADA ACCESS REQUIREMENTS
49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Tracy. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City of Tracy, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages thereof shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Tracy and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Tracy is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Tracy, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS
49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this

subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311.

Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) **49 CFR Part 26**

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall Anticipated DBE Level of Participation is 4.92%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Tracy deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

e. The contractor must promptly notify the City of Tracy, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Tracy.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

DRUG AND ALCOHOL TESTING 49 U.S.C. §5331 49 CFR Parts 653 and 654

Drug and Alcohol Testing - The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the City of Tracy, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 40 and 655 before July 1 and to submit the Management Information System (MIS) reports by July 1st to City of Tracy Transportation Division and FTA. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Operation and Maintenance of Tracer Public Transit Systems

Prepared for
The City of Tracy

Submitted by:



February 26, 2021



February 24, 2021

Ed Lovell
50 East 6th Street
Tracy, California, 95376

RE: Contract for Operations and Maintenance of Public Transportation Systems for the City of Tracy

Mr. Lovell,

Selecting a qualified contractor to manage and operate TRACER fixed route, paratransit, and on-demand transportation services is an exciting and important task for the City of Tracy. As the City's current contractor, MTM Transit is excited to submit a proposal demonstrating how we will continue to meet and exceed the City's expectations for the services, as well as our planned enhancements under the new contract term.

Over the past four years, MTM Transit has worked alongside the City to successfully operate and expand TRACER services. We have established a dedicated local team, outfitted a facility for operations and maintenance, and built relationships with TRACER passengers and the Tracy community. MTM Transit presents the lowest risk option for the City, with no turnover, startup costs, or learning curve required. Our experienced staff will continue providing exemplary service to TRACER passengers, while implementing our planned enhancements for the new contract term.

As President and CEO, I am the officer who can bind MTM Transit to the offer presented. The City may communicate with Chief Marketing Officer, Michele Lucas regarding the proposal and contract negotiations, via email at mlucas@mtm-inc.net, or phone at (636) 695-5536; please feel free to contact her with any questions.

On behalf of MTM Transit, I look forward to continuing our partnership with the City of Tracy.

Sincerely,

A handwritten signature in blue ink that reads "Alaina Maciá".

Alaina Maciá
President and CEO
Office: (636) 695-5503 | Mobile: (314) 495-4953
amacia@mtm-inc.net



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1. Organizational Information

1. ORGANIZATION INFORMATION

Provide a statement of the firm's organizational structure, experience, history, form of legal entity (i.e. partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers and management philosophy. Particular attention to management philosophy is important because the CITY is interested in how potential the CONTRACTOR intends to manage the staff and system. For example, is the business based locally, will hiring be done locally or will existing employees be brought here, will employees work on a fulltime or mostly part-time basis, etc.?

COMPANY OVERVIEW AND HISTORY

In 2009, the leadership of Medical Transportation Management, Inc. (MTM) established MTM Transit to help agencies like the Tracer Public Transit System (TRACER) meet the transportation needs of their communities. Over the past 11 years, MTM Transit has grown responsibly by focusing on the passenger experience and providing unparalleled hands-on management.

As a privately-owned company, we prioritize quality over quantity. Instead of meeting quarterly profit marks, we strive to meet performance standards of our contracts and foster a culture that reduces turnover. The best testament to MTM Transit's quality service is the long-term partnerships we have with our clients; we have received numerous contract extensions and have never had a contract terminated early. We have proudly served the City of Tracy since 2016, and look forward to extending our partnership through this procurement.

ABOUT AFFILIATE MTM

Since 1995, MTM has managed non-emergency medical transportation (NEMT) for state and county governments, managed care organizations (MCOs), health systems, and other programs involving transportation for the disabled, underserved, and elderly.

MTM's services include NEMT and Americans with Disabilities Act (ADA) paratransit brokerage, quality assurance, mobility management, special needs school transportation, and paratransit eligibility assessments and travel training. MTM currently serves as a NEMT manager for two health plans, as well as several paratransit eligibility assessment and travel training programs in California, including Los Angeles Access, San Diego Metropolitan Transit System (MTS), San Joaquin Regional Transit District, and Orange County Transportation Authority (OCTA).

As one of the nation's largest and most experienced transportation managers, MTM provides more than 20 million trips for 12 million individuals in 32 states and the District of Columbia. MTM also handles more than 7.5 million calls through nine contact centers. **Figure 1** depicts MTM Transit and MTM's combined operations across the United States.



Figure 1: U.S. Map. MTM Transit and MTM operate across the United States.

Alaina Maciá leads both MTM Transit and MTM as President and CEO. While the two organizations share corporate functions including IT, Business Implementation, Marketing, Human Resources, and Accounting, they have separate dedicated management structures. The leadership and operations team members for both MTM and MTM Transit work collaboratively for the City. MTM and MTM Transit bring the experience and innovation necessary to oversee this operation.

FORM OF LEGAL ENTITY

MTM Transit is a Limited Liability Company, incorporated in Missouri in 2009.

FINANCIAL SOLVENCY

The City needs to know the TRACER contractor has sufficient financial stability and solvency to continue operating this contract successfully. MTM Transit has the necessary finances to do this and is in very good financial condition. We maintain strong, reliable cash flow and are able to meet our short and long-term financial obligations. In addition, MTM Transit's affiliate company MTM has a strong balance sheet with a \$35M syndicated credit facility lead by JPMorgan. This credit agreement allows for up to \$2.5M of intercompany advances to MTM Transit.

LIST OF OWNERS AND OFFICERS

Alaina Maciá is the sole owner of MTM Transit. MTM Transit's officers include:

- ▶ Alaina Maciá –Chief Executive Officer
- ▶ Jill Heneghan – Assistant Manager, Chief Financial Officer, Treasurer
- ▶ Katherine Lemley – General Counsel, Secretary
- ▶ Brian Balogh – Chief Operating Officer, Transit
- ▶ Scott Transue – Regional Vice President
- ▶ Jack Hempstead – Regional Vice President
- ▶ Edward Overn – Regional Vice President

MANAGEMENT PHILOSOPHY

MTM Transit's management philosophy centers upon open, transparent communication with our clients and our staff. As the City has seen firsthand, we empower local leadership to make decisions without the burden of unnecessary bureaucracy, yet with the unwavering support of our corporate team. With MTM Transit, the City of Tracy will continue to receive the same dedication and focus we bring to each of our clients, small and large. We are very selective in the expansion contracts we pursue; we choose to work with clients who are true partners and share MTM Transit's value and culture. This results in a slower, more controlled growth for our company and allows our corporate resources and support to deliver on our promise of dedicated, focused management.

“Nothing has fallen short of the company's mission that is printed on your cards: “Every trip is important.” I'm sure that upholding this standard takes constant alertness, flexibility, and solid intention on everyone's part. **”**

Diane, MTM Transit passenger

MTM Transit's mission is to help agencies meet the transportation needs of their communities—specifically, transit-dependent populations—while ensuring an exceptional passenger experience. We operate according to five core values, which guide our actions every day.



MTM Transit is flexible when asked to make changes, and we quickly identify and implement creative solutions to address any issues that may arise. We have demonstrated this to the City during our initial implementation of the TRACER program in 2016, expansion for the TracerPLUS on-demand service, and into the new contract term with the introduction of new software and service enhancements.

ORGANIZATIONAL STRUCTURE

MTM Transit's reporting structure is streamlined to facilitate quick response to issues and open lines of communication. **Figure 2** shows an organizational chart indicating how our local team fits into our overall corporate structure.

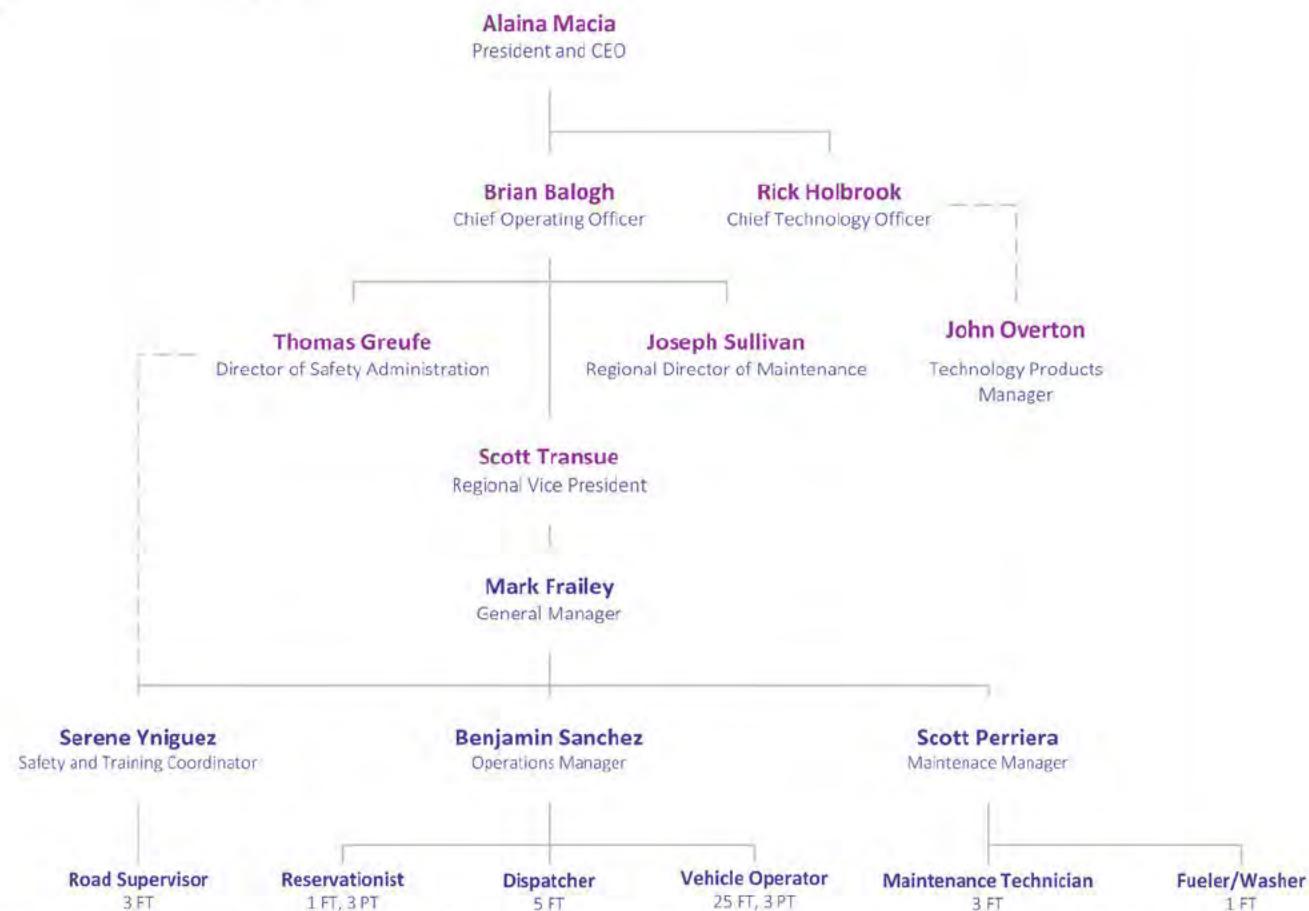


Figure 2: Organizational Chart. MTM's organizational structure provides efficient lines of report.

Our Tracy staff know the passengers, understand their needs, and provide reliable, friendly service on a daily basis. They are residents of the community themselves, and take the time to connect with the passengers on a personal basis, making each trip an enjoyable, personable experience. This is a benefit only MTM Transit and our existing Tracy team can offer the City.

EXPERIENCE AND CAPABILITIES

MTM Transit has managed transit programs across the country since 2009, including TRACER since 2016. Our current national footprint includes 14 contracts in nine states, providing 1.5 million trips a year.



14
Contracts



9
States



15.6 million
Annual Miles



1.5 million
Annual Trips



844
Employees

▲ TRACY'S TRUSTED CONTRACTOR SINCE 2016

The City of Tracy awarded MTM Transit the contract to implement and operate the TRACER fixed route and complementary ADA paratransit services in 2016. In August 2020, we expanded service with the TracerPLUS on-demand pilot operation, which we operate two days a week.

MTM Transit implemented the TRACER program in less than a month. Upon contract award, we quickly secured a maintenance facility, inspected all vehicles, implemented Routematch dispatching software with new tablets, and installed Idrive on-board cameras. We also provided the City with four brand new service vehicles to supplement its fleet and retained 98% of the incumbent workforce.

Over our four-year tenure operating TRACER, MTM Transit has realized a number of service improvements. We reduced road calls by 77% in our first 90 days of operation, and we continue to provide quality maintenance. We have passed all state vehicle inspections and helped the City inspect and receive delivery of brand new Gillig transit buses. Our local team also helped the City establish a presence for TRACER on Google Transit, giving passengers better access to service information for easier route planning.

MTM Transit also helped the City implement the TracerPLUS on-demand pilot, through which passengers can book trips via TransLoc mobile app or by calling our reservationists.

Regional Vice President Scott Transue, General Manager Mark Frailey, and Operations Manager Benjamin Sanchez coordinated with the City to implement the service and secure TransLoc as the software. We currently operate the service two days a week, but look forward to extending service to seven days a week in 2021.



As shown by our 2019-2020 performance, MTM Transit delivers exceptional service to the City of Tracy and its passengers, including:

- ▶ **99.73% paratransit OTP**
- ▶ **91.38% fixed route OTP**
- ▶ **30,900 paratransit passengers**
- ▶ **213,400 fixed route passengers**
- ▶ **577 micro transit passengers**

We look forward to implementing changes under the new contract term to drive further improvement for the TRACER program, including:

- ▶ Promoting Serena Yniguez to Safety and Training Coordinator
- ▶ Hiring a Fueler/Washer to perform cleaning and sanitization for the fleet
- ▶ Transitioning the paratransit service from Routematch to Reveal software, and introducing passenger technology so passengers can manage trips online or from their smartphone
- ▶ Transitioning the fixed route service from Routematch to TransLoc software, streamlining fixed route and on-demand service to one software for passengers
- ▶ Introducing Trackit software for electronic road supervision recording and Daily Vehicle Inspection (DVI) forms
- ▶ Acquiring new road supervision vehicles, including two electric vehicles
- ▶ Working with the City to select and implement technology for enhanced complaint management and documentation

Coordination as the San Joaquin Valley CTSA

In addition to serving the City of Tracy, MTM Transit is the Consolidated Transportation Services Agency (CTSA) for San Joaquin Valley. With this coordination, we offer the City more coordination between regional programs than any other vendor. Regional Vice President Scott Transue oversees our contracts with Tracy and San Joaquin Valley, and keeps our Tracy team updated on opportunities to coordinate for the best service possible.

For example, as CTSA, MTM Transit can verify passenger eligibility for paratransit service and help assign passengers to the most appropriate TRACER service.

We can also refer passengers who may benefit from travel training to the available CTSA programs to transition them from paratransit to fixed route and/or on-demand services, saving the City money and helping Tracy residents gain more transportation independence.

MTM Transit can ensure passengers use the services for which they qualify, which will help the City manage cost for the paratransit system. As CTSA, our ability to better enforce eligibility assignment, including temporary and restricted status, will also improve ridership and productivity for TRACER. These benefits are only something MTM Transit can offer the City.

SIMILAR EXPERIENCE

Our experience serving fixed route and paratransit programs across the nation makes us an ideal partner to ensure the TRACER program continues to effectively serve the community while adhering to all ADA and Federal Transit Administration (FTA) guidelines. MTM Transit has operations across the country, and we provided exemplary service to all clients. **Figure 3** details the types of services provided in each of our operations.

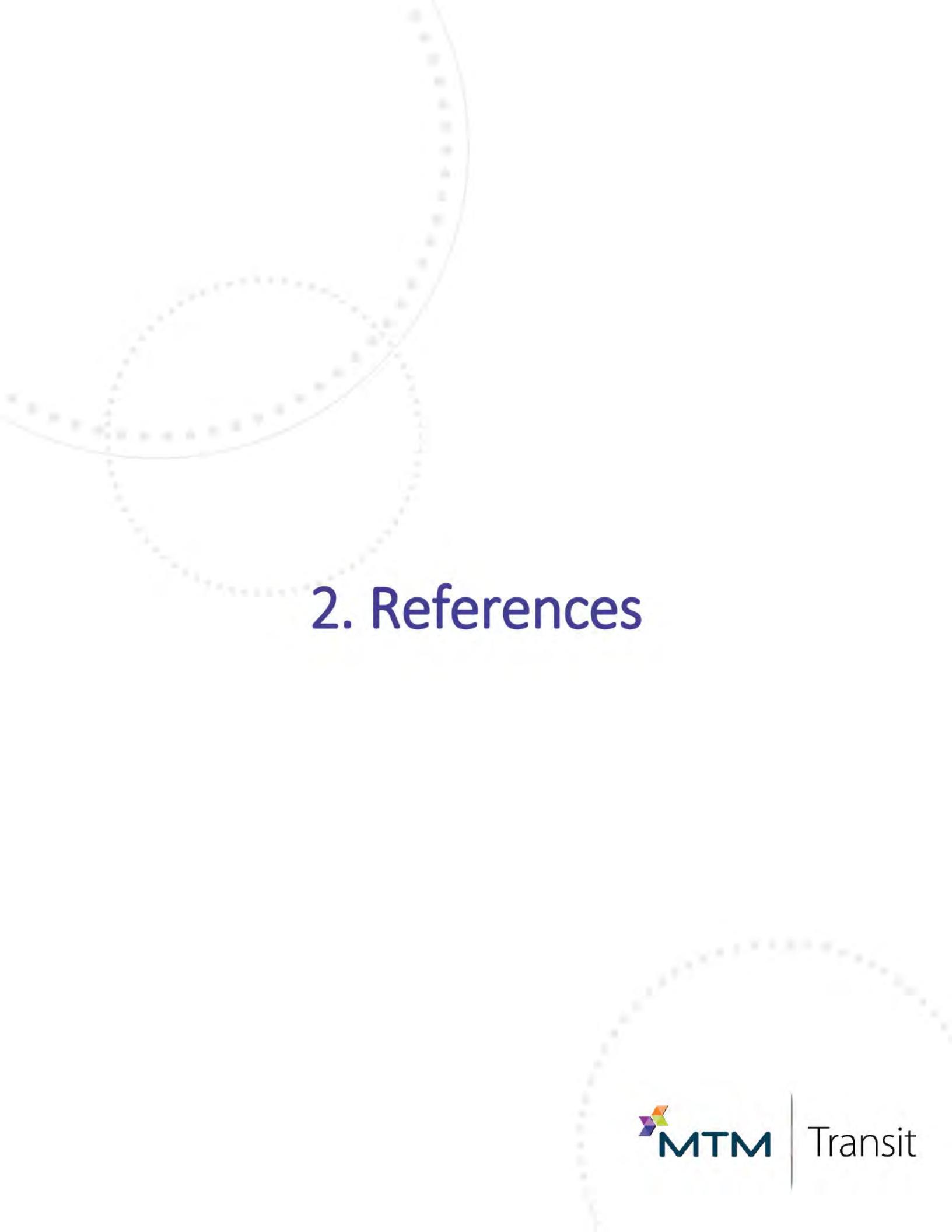
Similar Experience and Knowledge of Service

	Paratransit/DAR	Fixed Route	Shuttle/Special	Management	Hiring	Training	Reservations	Scheduling	Dispatch	Maintenance	Volume (Annual Ridership)
Allegan, Michigan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	110,000
Austin, Texas	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	680,000
Clarion, Pennsylvania	✓		✓	✓	✓	✓	✓	✓	✓	✓	35,000
Conroe, Texas	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	28,000
Eugene, Oregon*	✓		✓	✓	✓			✓	✓	✓	170,000
Hamilton County, Ohio	✓		✓	✓	✓		✓	✓	✓	✓	120,000
Martin County, Florida**	✓	✓	✓	✓	✓			✓	✓	✓	90,000
Orange County, New York	✓		✓	✓	✓	✓	✓	✓	✓	✓	25,000
Perrysburg, Ohio	✓		✓	✓	✓	✓	✓	✓	✓	✓	12,000
Reno, Nevada	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	202,000
Sarasota County, Florida	✓		✓	✓	✓	✓	✓	✓	✓	✓	180,000
State College, Pennsylvania	✓		✓	✓	✓	✓	✓	✓	✓	✓	38,000
Sumter, Florida	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	75,000
Tracy, California	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	176,000

Figure 3: Similar Experience and Knowledge of Service.

*Eugene, Oregon is part of a contract held by MTM in which MTM Transit provides transit services.

**Martin County, Florida is a new contract that began service on October 1, 2020.



2. References

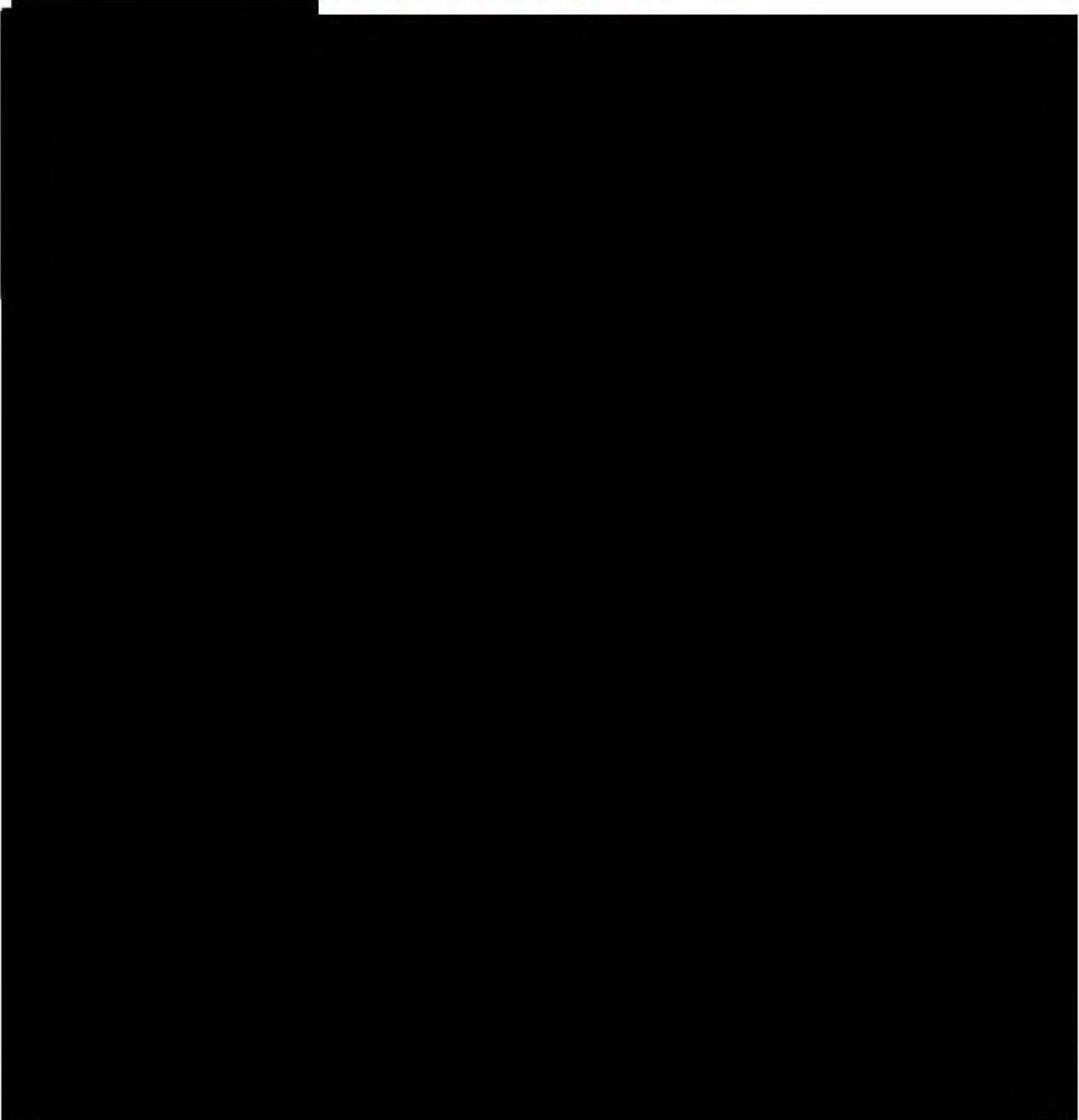
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2. REFERENCES

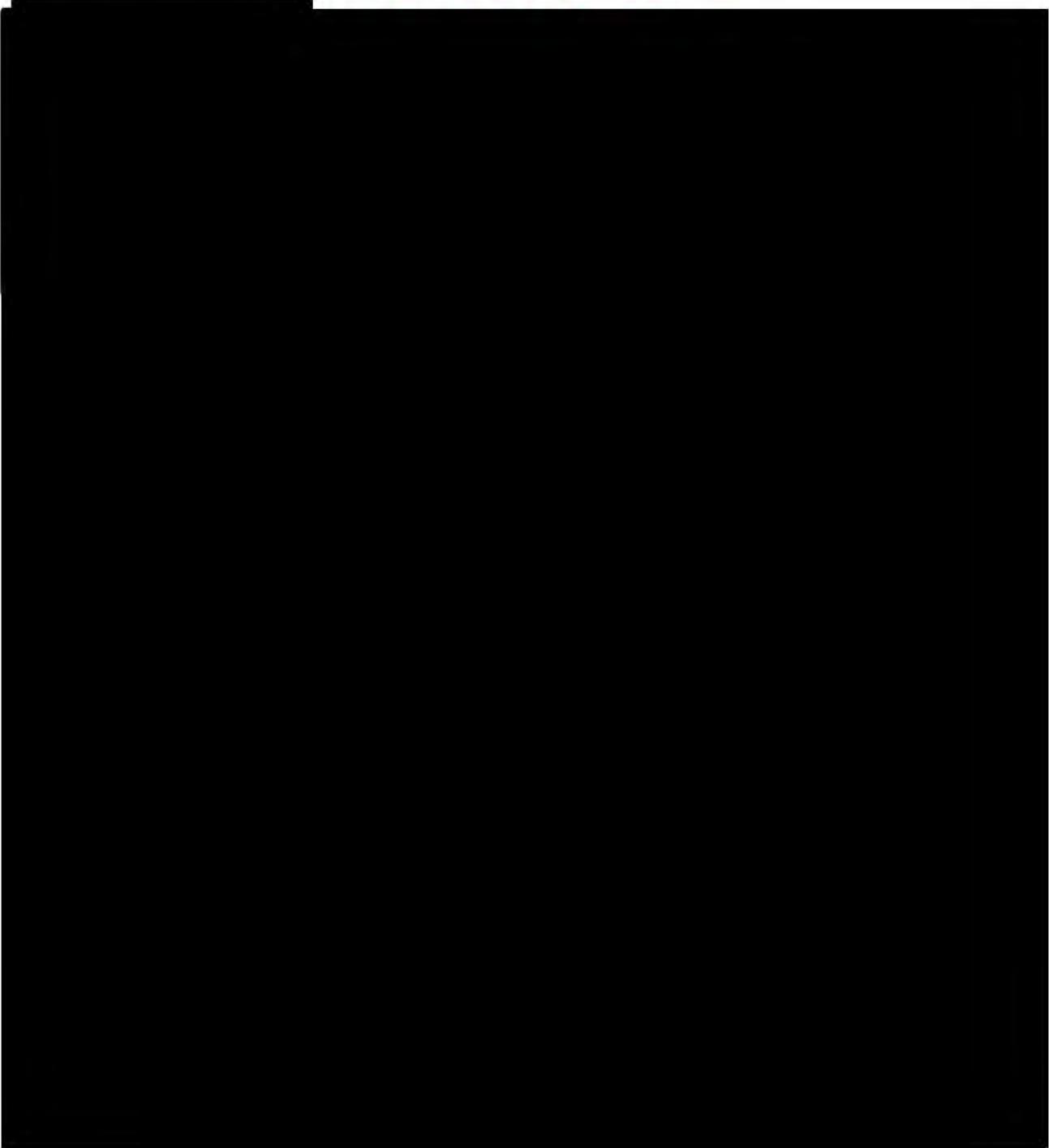
List all of the contract services of similar operations that your firm has provided during the proceeding five years, including the name of the agency, company, or entity, contact person and phone number, description of service(s) and dollar amount of contract.

provide a list of all similar contracts MTM Transit has operated in

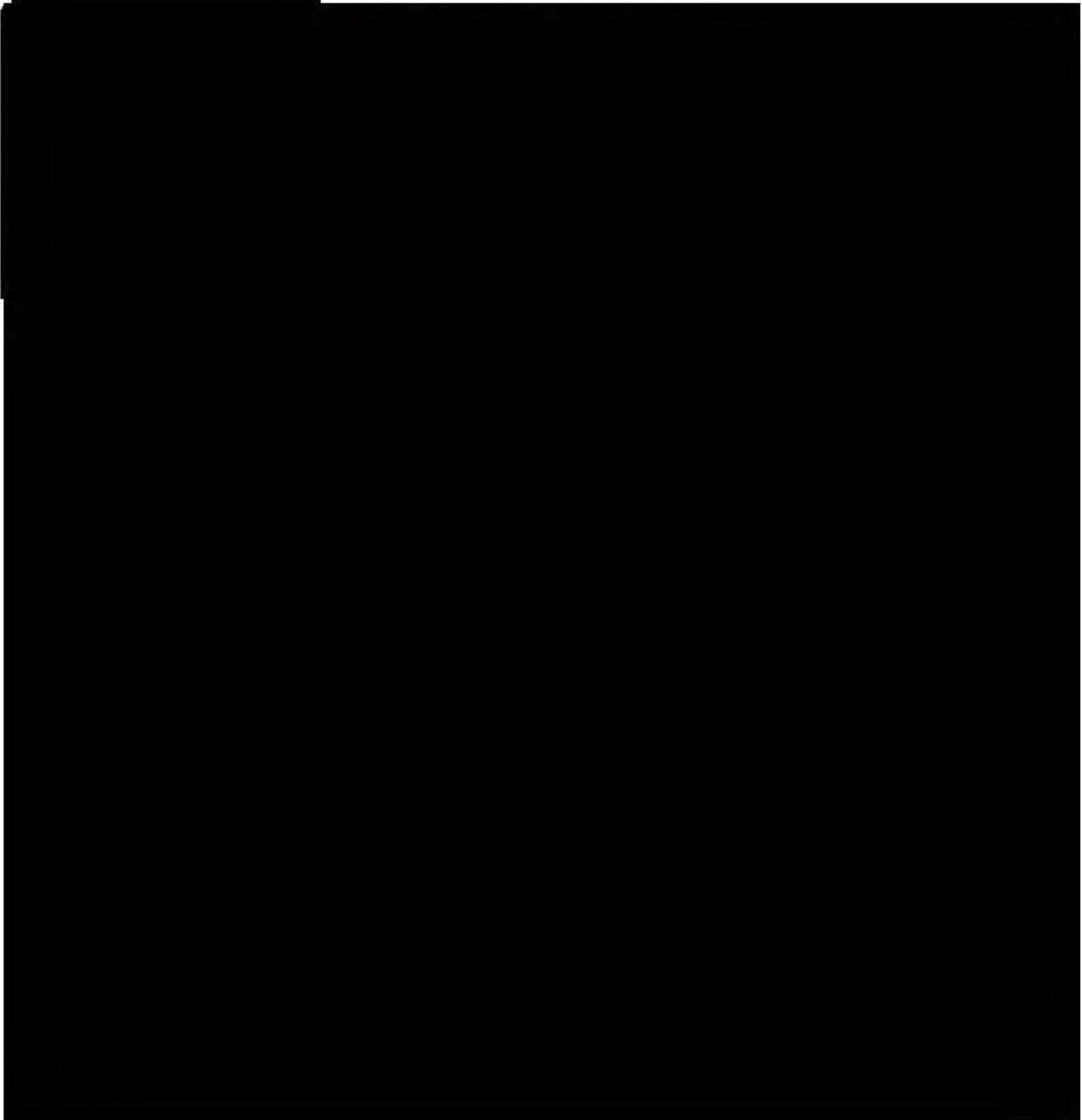
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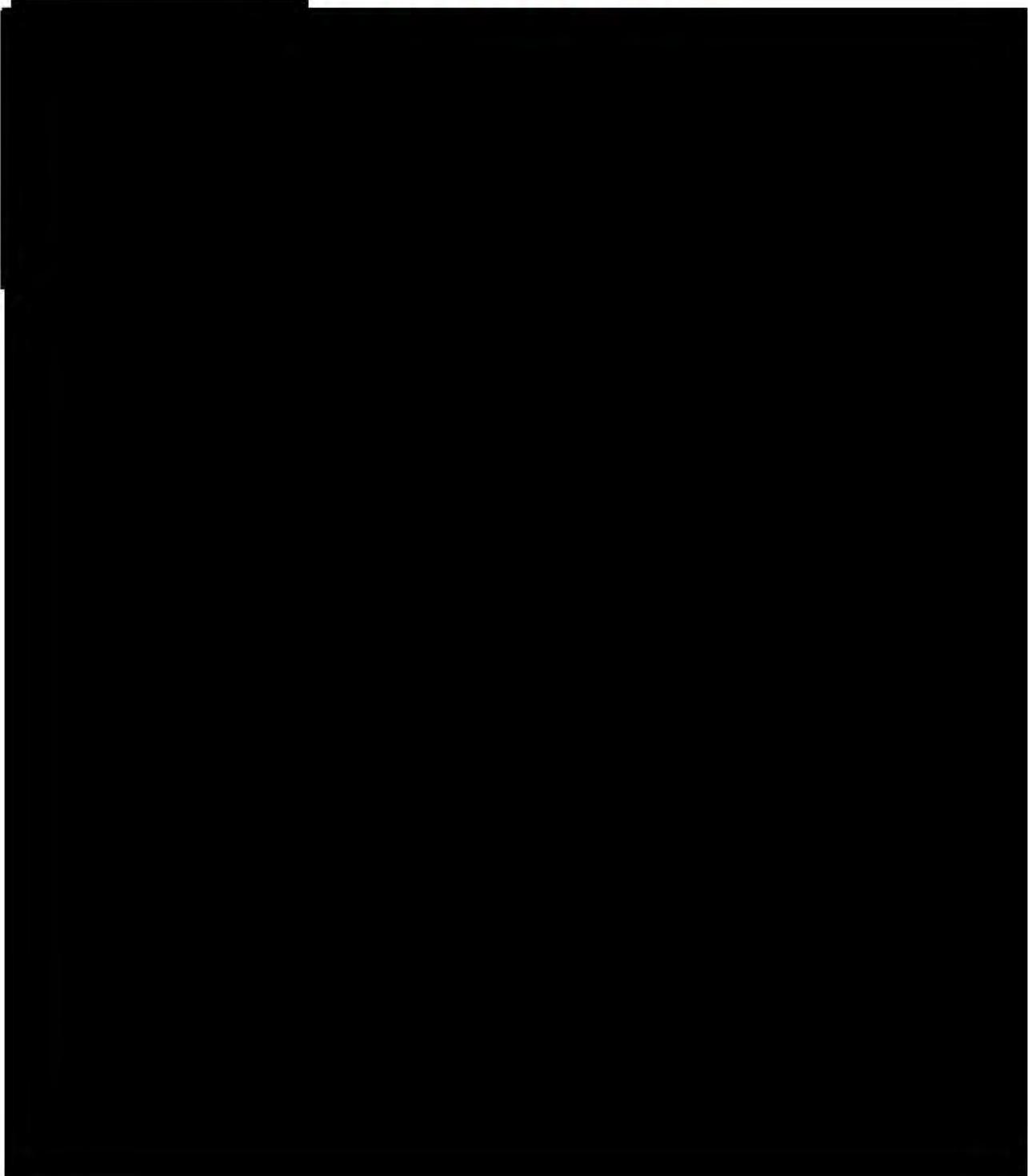
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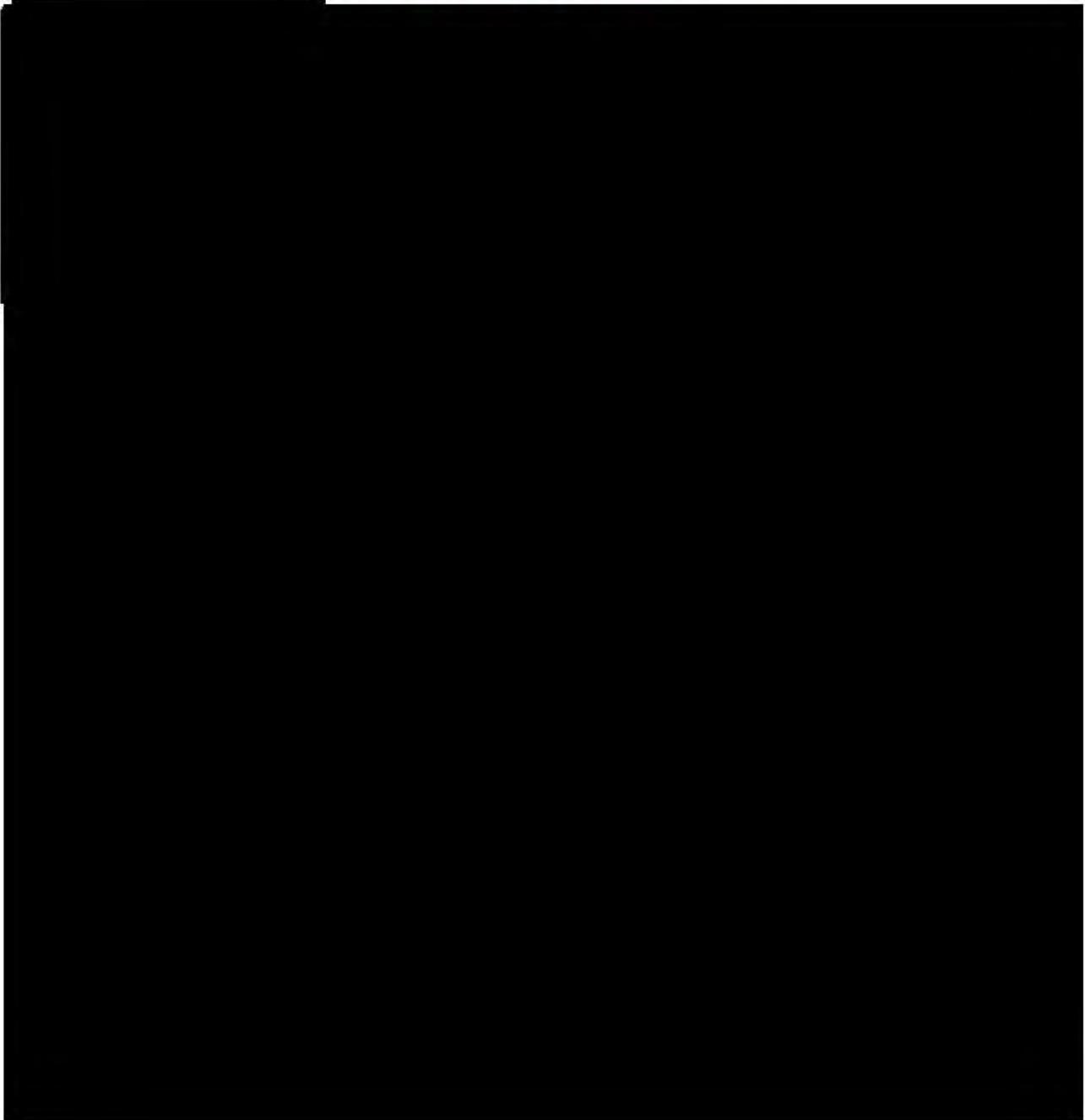
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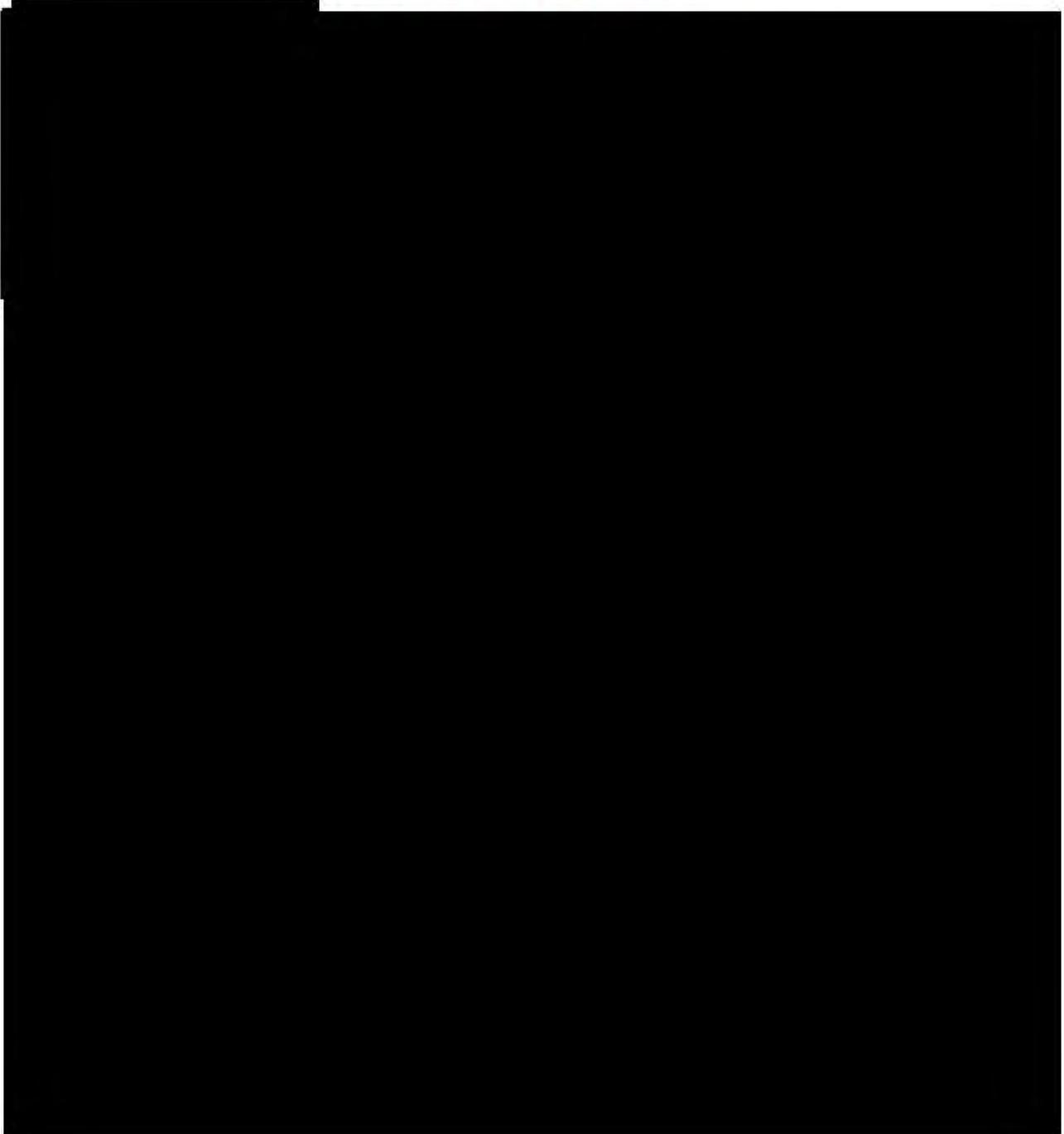
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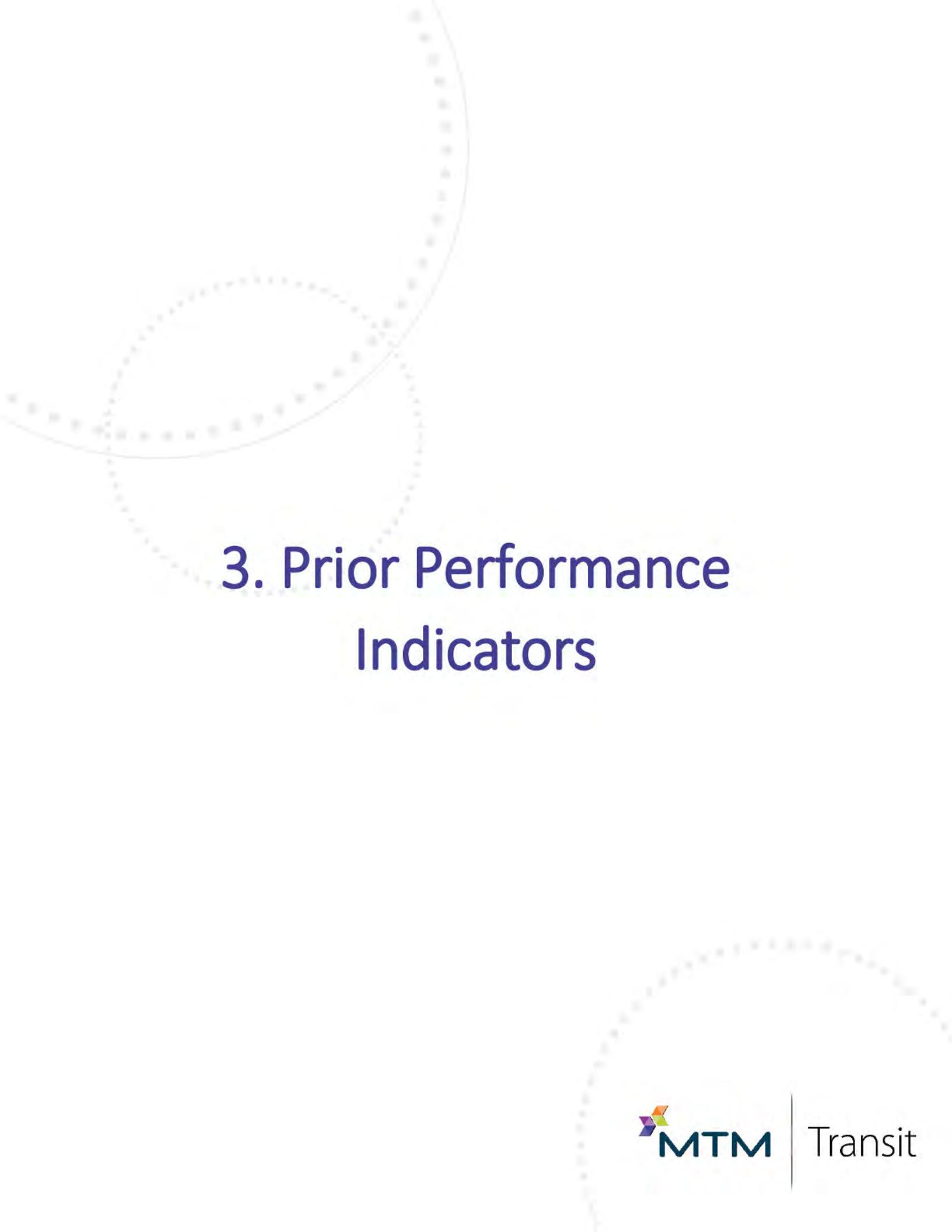


CONFIDENTIAL



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3. Prior Performance Indicators

3. PAST PERFORMANCE INDICATORS

Provide documentation of prior transit service experience including detailing startups, ridership improvement, on-time performance, safety record, cost containment, and productivity.

TRACY PERFORMANCE HISTORY

MTM Transit is proud of the service we provide to the City of Tracy and TRACER passengers. Each year, we seek to improve our service through improved on-time performance, better safety statistics, and overall enhanced service. From 2018 to 2020, our performance history for the TRACER program in **Figure 4** shows our commitment to delivering the best possible service to the City and passengers.

Metric	2018	2019	2020
On Time Performance			
Fixed Route	74.38%	81.21%	91.38%
Paratransit (+/-15 minutes of requested time)	91.07%	93.99%	99.73%
Preventable Accidents	8	5	2
Total Mileage	N/A	420,735	306,842
Ridership			
Fixed Route Passengers	151,076	145,837	67,564
Paratransit Passengers	17,994	20,417	10,495
On-Demand Passengers	--	--	577

Figure 4: TRACER Performance History. In the past three years, MTM Transit has improved on-time performance and reduced preventable accidents for the TRACER program.

SUCCESSFUL STARTUPS

MTM Transit has a history of successful transitions, including for the City's TRACER program. Although, as the current contractor, we are the only bidder who can offer the City a seamless continuation of service, our successful startups demonstrate our team's cohesive management approach, and our commitment to customizing service to meet each client's unique needs.

Below we highlight some of our successful startups to demonstrate our capabilities:

- ▶ **Tracy, California:** MTM Transit had less than a month to implement the TRACER program in August 2016. In that short time, we established and equipped a maintenance facility, furnished the City with four brand new vehicles, implemented Routematch software with in-vehicle technology, and installed Idrive on-board cameras. We successfully negotiated and transitioned union operations and hired other incumbent employees, retaining 98% of the incumbent staff. In our first 90 days of operation, we exceeded performance requirements and reduced road calls by 77%.
- ▶ **Lane County, Oregon:** MTM Transit implemented this paratransit program in August of 2017. Even though we had only two months to implement the service and gained access to the facilities only the night before operations started, start-up went smoothly. Employees have noticed a major change in employee culture from the incumbent, which has resulted in improved customer service and a positive atmosphere for employees.
- ▶ **Reno, Nevada:** The Regional Transportation Commission (RTC) of Washoe County, Nevada selected MTM Transit to operate its ACCESS paratransit system in April of 2017. With less than three months from award date to start date, we quickly recruited incumbent and new staff and began training that focused on customer service and safety. Seven MTM Transit executives were on site with our training and human resources teams to oversee implementation. MTM Transit quickly trained a staff of more than 70 individuals and we provided about 700 trips on our first day of service with excellent results. The RTC was pleased with the smooth transition, which improved operations and employee morale.
- ▶ **Austin, Texas:** MTM Transit implemented a paratransit operation in the southern region of the Austin metropolitan area in October of 2018. During implementation, we mended employee relations and created a positive working relationship with the local union. Since start up, we have improved several key performance indicators, including on-time performance and passengers per revenue hour. MTM Transit employs 230 staff members for the South Base operation and provides 1,400 trips a day. We also operate a paratransit service for the same agency in the northern region of Austin, a contract we implemented in 2014.

SAFETY RECORD

MTM Transit is proud of our industry-leading safety record, which is a result of our commitment to safety and the strength of our training programs. We have one of the lowest accident frequency rates (AFRs) in the industry, and we maintain and exceed all local, state, and federal safety standards. There are no fatalities or other major incidents or successful claims against MTM Transit.

In **Figure 5**, we provide our NTD AFR record for the past five years, demonstrating a consistently strong AFR, even as our number of annual miles has increased.

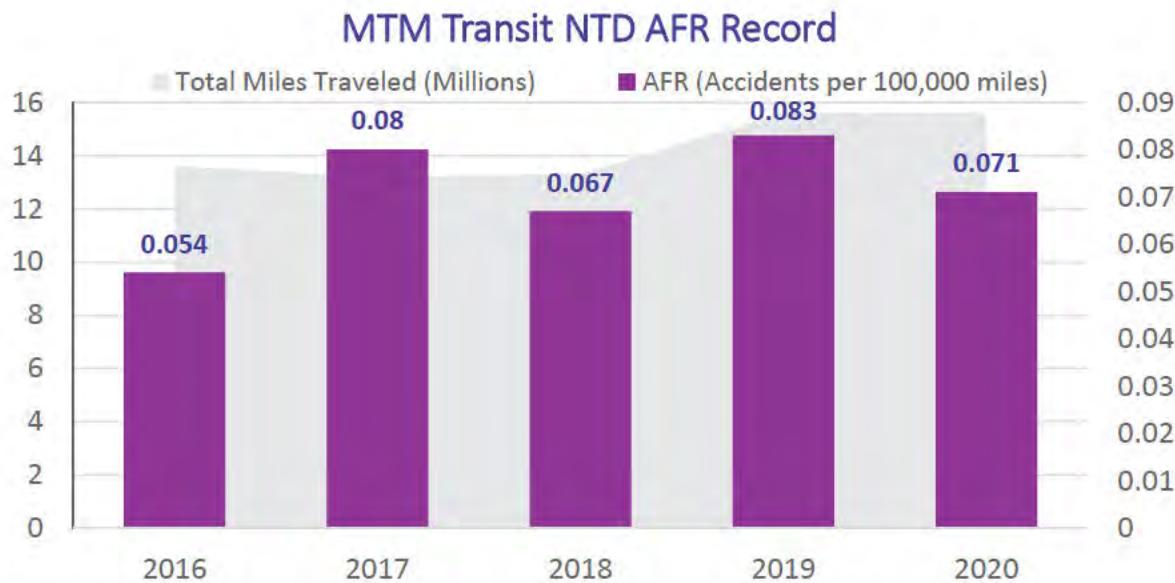


Figure 5: MTM Transit NTD AFR Record. MTM Transit has maintained a low NTD AFR over the past five years.

Our average number of revenue miles between preventable accidents for 2020 was 117,002, and we have maintained impressive statistics in this area for the past 10 years, as shown in **Figure 6**.

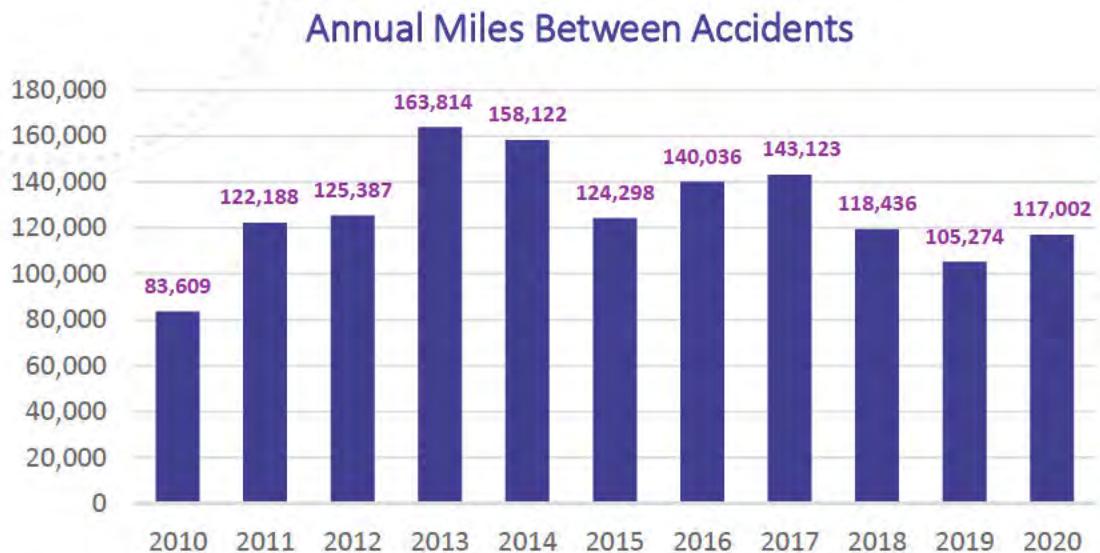


Figure 6: Average Annual Miles Between Accidents. MTM Transit's safety-focused culture results in secure, reliable transportation.

COVID-19 RESPONSE

Businesses worldwide have had to adapt to a new normal due to the ongoing COVID-19 pandemic, and MTM Transit is no different. Our number one priority is always the safety and well-being of our passengers and employees. Doing so in the current environment means remaining flexible and developing innovative approaches, and MTM Transit has more than met that challenge. Specifically in Tracy, MTM Transit developed a COVID Playbook standard operating procedure (SOP). We also require all employees to wear personal protective equipment (PPE) during service. Also in Tracy, we acted quickly to respond to the dire need for meal delivery to our most vulnerable passengers. Our local team started delivering meals biweekly to the seniors enrolled in various Senior Centers and the San Joaquin County Meal Program amid the COVID-19 outbreak.



Since mid-March, we worked with our clients to implement the following solutions:

- Partnered with our clients on the procurement and installation of Plexiglas barriers in vehicles to minimize operators' exposure; we will do so in Tracy upon receipt of barriers from the City
- Secured and distributed PPE for our operators, including masks, sanitizers, and gloves
- Ensuring passengers are wearing face coverings and observing social distancing standards, where appropriate
- Implementing new daily sanitizing procedures on all vehicles we operate, and in all operations facilities and offices
- Communicating COVID-19 safety precautions to passengers. In San Diego, for example, we partnered with our client to develop and send messages to passengers whose email addresses were already on file to inform them about the current requirement for wearing face coverings while in public.

In addition to the efforts listed above, MTM Transit is also working with lobbyists and clients to make sure our frontline employees receive the COVID-19 vaccination as soon as possible so they may continue providing safe service under the programs we operate.

During the on-going COVID-19 pandemic period, MTM Transit has demonstrated dedication, commitment, and perseverance to provide unwavering service to our community. MTM Transit has responded quickly and effectively to incorporate enhanced safety protocols for customers, vehicle operators and the entire operations team.

Suzie Edrington, Director of Demand Response
Capital Metropolitan Transportation Authority

MTM Transit prioritizes continual improvement and incorporating lessons learned into our processes. Our leadership has stayed abreast of the latest developments and guidance from the WHO and the CDC since this pandemic started, and has always deferred to government guidelines when making decisions about our operations.

ON-TIME PERFORMANCE, COST CONTAINMENT, RIDERSHIP, AND PRODUCTIVITY IMPROVEMENTS

MTM Transit is a collaborative partner to our clients, and always seeks to help them improve their programs. The following examples show how we contain cost, increase ridership, and improve productivity for clients:

- ▶ **Allegan County, Michigan:** MTM Transit reduced the overall expenses by 24% over the previous contractor after we began operations in 2011, while simultaneously reducing trip denials.
- ▶ **Lancaster, Ohio:** We accommodated a 36,000 increase in annual without increasing cost, and maintaining 95% on-time performance.
- ▶ **Clarion County, Pennsylvania:** We worked with organizations including the American Legion and Veterans of Foreign Wars to successfully implement and operate transportation services for veterans.
- ▶ **Conroe, Texas:** MTM Transit grew ridership from 20 to over 100 passengers per day within the first weeks, and it continues to increase. We added two fixed routes, vehicles, and operators to the service in August 2018, and maintain an on-time performance of 99%.
- ▶ **Perrysburg, Ohio:** In 2018, MTM Transit implemented Reveal to coordinate better routing and grouping options. We cut trip times by 13%, reduced late trips by 56%, and decreased trip cancellations by 7%. At the same time, we increased ridership by 9%, improved productivity by 15%, and maintained on-time performance of 99.7%.
- ▶ **State College, Pennsylvania:** MTM Transit has never denied a trip since we assumed the contract in 2012, and we maintain a complaint-free trip rate of 99.99%. Response to our service has been so favorable that we added five of our own vehicles to CATA's initial six to accommodate the increase in ridership. Despite ridership increases, we reduced maintenance costs for the client by 50% through our training programs, pre- and post-trip inspections, and comprehensive maintenance procedures.

MTM Transit achieved these accomplishments by listening to our clients' needs and working collaboratively to deliver targeted initiatives for improved performance.



4. Personnel

4. PERSONNEL

Submit the qualifications, background and availability of the candidate for Operations Manager. This will be the day-to-day contact for the CITY and cannot be changed without prior approval of a replacement. Describe the other management personnel and supervisory positions that will participate in the performance of this contract. Describe the CONTRACTOR's hiring program.

KEY PERSONNEL

MTM Transit provides the TRACER program with a qualified, dedicated, local team supported by the oversight of our experienced executive staff. Our current Tracy team will continue to perform above and beyond the City's expectations, as we retain them into the new contract term. These individuals are fully trained on all aspects of the program and have positive working relationships with the City and its passengers. The City can review resumes for all key personnel in **Appendix B**. The City can review MTM Transit's full staffing plan in **5. Scope of Services, Staffing** on page 33.

▲ GENERAL MANAGER, MARK FRAILEY



Mark Frailey has served as the full-time, on-site General Manager for the TRACER program since 2017, with full authority to make the decisions required for the safe and efficient operation of services. Mark is a Central Valley resident and offers more than 20 years of transportation experience including managing and supervising fixed route transit and paratransit services. He serves as the primary day-to-day contact for the City.

Prior to joining MTM Transit, Mark served as a non-commissioned officer in the United States Marine Corps for 11 years. His previous work experience includes managing over 160 employees and 119 vehicles for Mobility Plus Transportation in San Francisco, as well as 125 buses with 320 employees for two transit contracts for the Regional Transportation District in Denver under Veolia. In addition to General Manager, he has held positions such as District Manager, Regional General Manager, and Director of Business Development and Operational Support, giving him a diverse understanding of how transportation programs work.

Under Mark's leadership, the TRACER program has steadily improved and expanded service, as evidenced by on-time performance and safety improvements, and our ability to help the City expand to provide the TracerPLUS on-demand service in 2020. Mark leads the Tracy team by example, earning the monthly ZAP Manager Award in August 2020. The award recognized his engaging safety messages and initiatives, like using colored safety belts to recognize his staff's excellent safety performance –similar to belt designations in martial arts. This program has been such a hit in Tracy that MTM Transit is currently considering expanding this program to our employees nationwide.

▲ DISPATCH/OPERATIONS SUPERVISOR (OPERATIONS MANAGER), BENJAMIN SANCHEZ



Benjamin has been with MTM Transit in our TRACER operation since 2016, working his way up from Reservationist, to Dispatcher, to Operations Manager. His experience gives him a comprehensive understanding of the program, as well as the nuances of each position serving the program. In his role as Operations Manager, Benjamin coordinates operations to provide the best service for TRACER passengers, including creating run bids to best match service

requirements, providing daily feedback on operations to staff, and assisting dispatchers and road supervisors. He also trains new operators, validates paratransit and fixed route data for accuracy, and monitors operation cost.

As Operations Manager, Benjamin has led a number of initiatives for the TRACER program and the City, including establishing a presence for TRACER on Google Maps, launching TransLoc for the TracerPLUS on-demand service, purging old paratransit customer files, and improving the deposit reconciliation process. He has also assisted with the senior meals program, Genfare startup and infrastructure, Vamos mobile ticketing, warming center coordination, and Greyhound training and operating procedures.

▲ MAINTENANCE MANAGER, SCOTT PERRIERA



Scott has served as Maintenance Manager for MTM Transit and the TRACER program since 2019. He brings over 30 years of maintenance and vehicle service experience to the program along with a degree in Automotive Technology. Before joining MTM Transit, Scott served as Service Manager for a Ford dealership service station, overseeing a team of 12 employees.

As Maintenance Manager, Scott oversees all maintenance, service, diagnosing, and minor repair of vehicles. Scott schedules preventative maintenance, tracks vehicle and maintenance documentation, and maintains the maintenance budget. In addition, he trains operators and maintenance staff on pre- and post-trip inspections and applicable OSHA, DOT, and FTA compliance. Under Scott's management, MTM Transit achieved 100% for our 2020 California Highway Patrol Audit.

▲ SAFETY/TRAINING COORDINATOR, SERENA YNIGUEZ

MTM Transit proposes promoting current Road Supervisor, Serena Yniguez, to Safety/Training Coordinator for the TRACER program under the new contract term. Serena has served the TRACER program since 2016, working her way up from Operator to Dispatcher to Road Supervisor over the past four years. She is TAPTCO certified and has current DOT Reasonable Suspicion Training, as well as a B Class driver's license with Passenger and Air Break endorsements. Serena's experience with the TRACER program gives her thorough understanding of the services, geographic area, and operational procedures to serve as Safety/Training Coordinator.

As Safety/Training Coordinator, Serena will work with Mark and the rest of the local Tracy team to enforce our safety programs, provide training to staff, and ensure we meet all OSHA, state, local, and federal safety requirements, as well as the City's standards.

EXECUTIVE LEADERSHIP

Our executives are dedicated to the success of each contract we hold, beginning during implementation and continuing throughout the life of the program. These individuals lend valuable time to our local operations teams with complete dedication and commitment to each project. The members of our leadership team are familiar with all operational aspects required for TRACER program success and come to MTM Transit with varying backgrounds to fully inform our approach. The following paragraphs detail the names, experience, and roles of our executive team.



Regional Vice President | Scott Transue

Scott Transue oversees operations in the Western part of the United States for MTM Transit. He works hard to ensure that business outcomes and contract goals are defined and met. Scott brings a unique perspective to MTM Transit due to his extensive experience during his 22-year career working for various transit agencies, including 16 years in management.

- ▶ **22 years serving individuals with disabilities**
- ▶ **Supports MTM's West contracts**

Prior to joining MTM Transit, Scott served as Vice President and Chief Operating Officer of a transit company in Southern California for four years, where he oversaw a community transit program that provided numerous demand responsive services and fixed route services. In addition, Scott worked for San Diego Metropolitan Transit System (MTS) for eight years as a Transit Operations Specialist/ADA Manager.

Scott currently oversees MTM Transit's Tracy contract, and serves as General Manager Mark Frailey's supervisor. Scott was instrumental in implementing the on-demand service and TransLoc software, working with local staff and the city on a tight timeline. He will continue working with Mark, the local team, and the City to realize operational improvements into the new contract term.



Chief Operations Officer of Transit | Brian Balogh

Brian leads operations to achieve contract compliance and efficient quality service. Brian joined MTM Transit in 2016 with more than 25 years of transportation management experience. He brings a wealth of expertise and focuses on appropriate fiscal management, data retention, transparency, and customer service. He assesses customer satisfaction and implements plans to improve operations. Brian also maintains budget compliance. Prior to joining MTM Transit, Brian spent nine years as Senior Regional Vice President for MV Transportation. There, he oversaw 20 divisions and over 24 contracts across five Midwest states providing paratransit, shuttle, and fixed route services, managing more than 1,500 employees and overseeing the maintenance of 650 fleet buses. Brian also spent 15 years with Greyhound Lines, where he served as the District Manager of Field Operations.



Director of Safety Administration | Tom Greufe

Tom standardizes training programs to maintain high quality, safe transportation for passengers nationwide. He has been instrumental in implementing Transit and Paratransit Company (TAPTCO) training into our curriculum. Tom also oversees, updates, and enforces MTM's Safety Management System (SMS) Plan, Emergency Preparedness Plan, Injury and Illness Prevention Plan, and Drug and Alcohol Policy. Further, he conducts company-wide operational safety audits.

- ▶ *25 years of experience in the transit industry*
- ▶ *Oversees safety and training programs*

With more than 25 years of safety-focused experience in the transportation industry, Tom has extensive knowledge of transit safety. Prior to joining MTM, he was the Vice President of Safety at National Express for ten years, where he created and managed award-winning safety and training efforts. Tom's professional career is complemented by a Master of Science degree in Industrial Safety Management and more than 21 years serving as a member of the American Public Transportation Association (APTA) Safety Committee and held the safety committee's chair position for five years.



Regional Director of Maintenance | Joseph Sullivan

Joseph Sullivan oversees MTM Transit's maintenance activities in the West. Joseph joined MTM Transit in 2017 and assists Project Managers, Maintenance Managers, and Operations Managers in properly maintaining vehicles through on-time preventative maintenance inspections, repairs, and bodywork.

- ▶ *Over 10 years of experience in the fleet maintenance industry*
- ▶ *Oversees maintenance operations in West*

Joseph has over 10 years' experience in the fleet maintenance industry, holding positions from Transit Bus Technician to Fleet Maintenance Supervisor. Joseph is an ASE-Certified Master Technician and has experience in alternative fuel, Multiplex electronic control systems, and ITS equipment. In 2015, he was awarded the American Public Works Association Professional Manager of the Year in Public Fleet for the Sacramento Chapter.



Manager of Technology Products | John Overton

John Overton supports MTM Transit's technology implementations, integrations, and ongoing maintenance. He has vast knowledge of transit management software design and development. He keeps our solutions and resources up-to-date with the exponential growth of the transportation industry by driving infrastructure development and innovation. John will ensure our technology solutions enhance the passenger experience and provide the required transparency to the City. Specifically, he will oversee the transition from Routematch to Reveal, as well as the implementation of Reveal's passenger technology.

Before joining MTM Transit, he worked on TripSpark's customer care team for over two years supporting clients, providing technical consulting, and delivering new software. John also served as the sole systems administrator for an organization, JAUNT, Inc., in Charlottesville, Virginia, that provided paratransit trips with a staff of 100+, 75 buses, and two locations.



President and CEO | Alaina Maciá

Alaina Maciá oversees all operations at MTM, and is the executive liaison for contractual and operational matters. Under her leadership, MTM meets and exceeds contract deliverables within the required timeframes. Alaina has been in a senior management role within the transportation industry since 2003, giving her 16 years of experience as an executive. Her priority is to drive the company to be the leader in high quality transportation.

- ▶ *MTM's visionary leader*
- ▶ *16 years as a transit industry executive*

As a testament to her effective leadership, Alaina has received many honors, including being named one of 2012's Most Influential Businesswomen by the St. Louis Business Journal and being named in the publication's 30 Under 30 class in 2004 and 40 Under 40 class in 2011. In 2014, Mass Transit named Alaina to its 40 Under 40 List, and Ernst & Young named her Entrepreneur of the Year in the Midwest Region's Healthcare Services category. In 2018, the St. Louis Business Journal named her on the list of the area's Technology Executives of the Year.

HIRING PROCESS

MTM Transit's recruiting and hiring process allows us to attract and retain high-quality employees. Motivating staff through excellent training, incentive programs, and compensation and benefits results in lower turnover, more satisfied employees, and an improved passenger experience. MTM Transit places significant emphasis on employee morale, as we believe that a satisfied and stable workforce impacts all aspects of contract performance. We focus on hiring the right people, training them to proficiency, and then providing them with tools, resources, and feedback to succeed. Our goal is to create an enviable workplace, enabling us to attract and retain individuals who will deliver excellent service with a focus on safety and customer service.

As the incumbent, MTM Transit has an existing, fully-trained workforce in place for the TRACER program. Our Human Resources department and local team will promptly recruit and fill any open positions so unavailable staff does not interrupt service.

We post and promote all positions that need to be filled, along with their applicable descriptions, on various outlets including:

- ▶ Local and national recruiting websites such as CareerBuilder, LinkedIn, ZipRecruiter, Indeed
- ▶ State employment/workforce development office
- ▶ Local job banks and fairs
- ▶ Social media such as Facebook and Twitter
- ▶ Local community colleges and universities
- ▶ Veteran and community outreach

We carefully recruit and screen candidates, only hiring those who display the qualities necessary to provide exemplary service on behalf of MTM Transit and TRACER. To screen candidates, our team conducts phone interviews and on-site testing and interviews all final candidates in person. MTM Transit checks references and backgrounds for candidates who pass interviews. These include criminal background checks and pre-employment drug screening on all employees, as well as motor vehicle record (MVR) reviews and physicals on all operators.

EQUAL EMPLOYMENT OPPORTUNITY

MTM Transit maintains an Equal Employment Opportunity Program and Affirmative Action Plan that complies with all provisions as outlined in FTA Circular 4704.1A, and all other corresponding state regulations including any revisions.



5. Scope of Services

5. SCOPE OF SERVICES

A detailed description of the methods by which the CONTRACTOR intends to perform the work set forth in the Scope of Services.

As the current contractor for the City of Tracy, MTM Transit understands the services required as set forth in the Scope of Services, and we have the existing staff, processes, and resources to continue performing the work without disruption to the City or TRACER passengers under the new contract term.

Over the past four years working with the City of Tracy, MTM Transit has proven our ability to deliver on the day-to-day operation of the TRACER fixed route, paratransit, and on-demand services, as well as our ability to accommodate growth and innovation for these services. We make sure the services comply with all Federal Transit Administration (FTA) and TDA requirements, conditions, and assurances.

As detailed throughout our proposal, MTM Transit has the necessary experience and an extensive understanding of the service model sought by the City for the operation of the TRACER program. We are fully prepared to perform all of the necessary functions and provide the required equipment as outlined in the RFP and Scope of Services, as detailed below.

STAFFING

As noted in **4. Personnel** on **page 25**, MTM Transit has a qualified leadership team for the TRACER program, including General Manager Mark Frailey, Operations Manager Benjamin Sanchez, and Maintenance Manager Scott Perriera.

Figure 7 outlines MTM Transit's proposed staffing plan for the new contract term designating full time (FT) and part time (PT) employees. MTM Transit will increase personnel to meet service requirements, as necessary.

Position	Current	Proposed
General Manager	1 FT	1 FT
Dispatch/Operations Supervisor (Operations Manager)	1 FT	1 FT
Maintenance Manager	1 FT	1 FT
Safety/Training Coordinator	0	1 FT
Road Supervisor	3 FT	3 FT
Dispatcher	4 FT	5 FT
Reservationist	1 FT, 3 PT	1 FT, 3 PT
Maintenance Technician	3 FT	3 FT
Fueler/Washer	0	1 FT
Operator	25 FT, 3 PT	25 FT, 3 PT

Figure 7: Staffing Plan. MTM Transit will continue to provide sufficient staff for the TRACER program.

Our existing Tracy team includes three Spanish bilingual reservationists and dispatchers ensuring we have at least one bilingual employee staffed during all hours of operation.

Beyond having a proven process for hiring and retaining qualified staff, MTM Transit devotes a great deal of time and effort to our training process, as detailed in **9. Driver Training** on page **67**. Our training plan prepares vehicle operators, dispatchers, road supervisors, maintenance staff, and management for their day-to-day responsibilities.

In addition to thorough initial and ongoing training, MTM Transit holds employees accountable with biannual DMV record checks, regular road supervision, initial and random drug testing, as well as a number of retention and incentive programs, as detailed in **7. Employee Work Rules and Benefit Package** on page **60**.

RESERVATIONS

MTM Transit's reservationists field customer service calls, including reservations, compliments/complaints, and issues. Our staff uses phone scripts to capture precise responses and efficiently handle information requests. We train reservationists to minimize talk times, handling each call with the utmost speed, courtesy, and respect.

Under the new contract, MTM Transit proposes transitioning the TRACER paratransit service to Reveal routing, scheduling, and dispatching software. With Reveal, our reservationists will be able to determine passenger eligibility for paratransit service based not only on the passenger's eligibility determination, but also the service area as defined by the City. **Figure 8** shows how Reveal notifies the reservationist of an ineligible trip. In this example, the trip was outside of the defined service area.

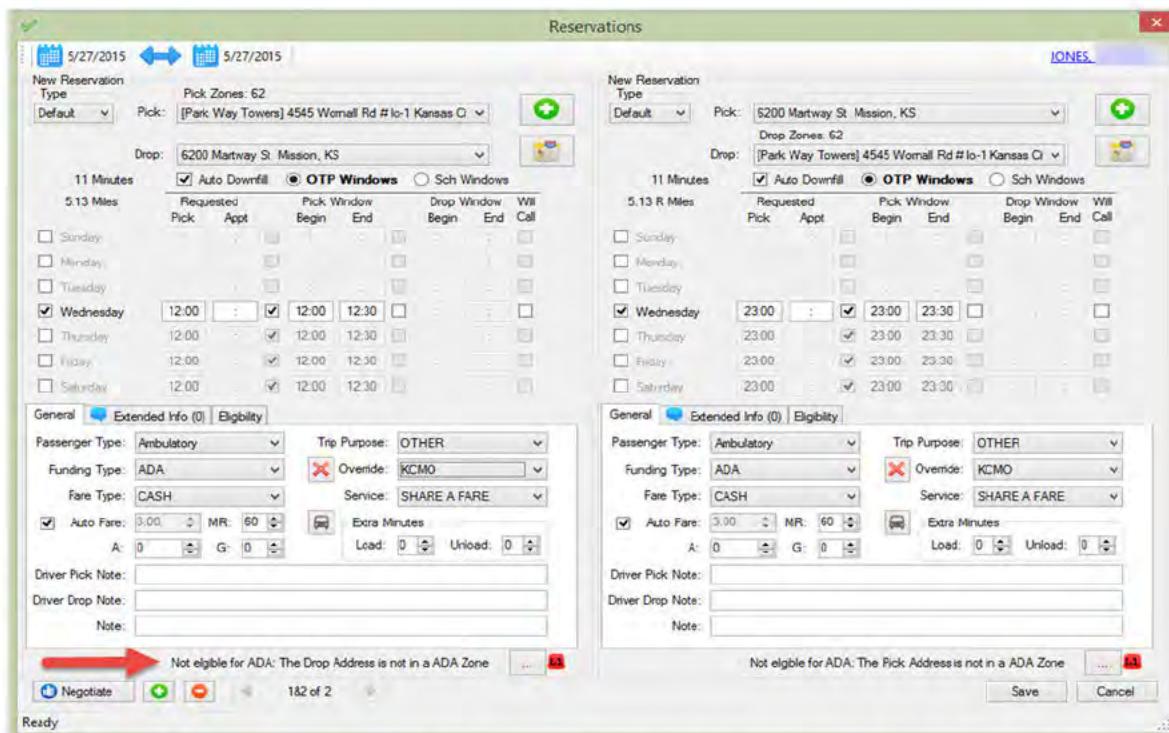


Figure 8: Reveal Reservations. Reveal alerts reservationists if a trip address falls outside the service area.

Reveal's user-friendly reservation screen allows reservationists to schedule a trip for a single day or a subscription trip for a specific date range. It also retains frequent and recent destinations, which present in a drop down menu, to facilitate quick, accurate trip data entry.

Reservationists can also pull up a calendar showing a passenger's future trips, as shown in **Figure 9**, preventing duplicate or overlapping trip requests.

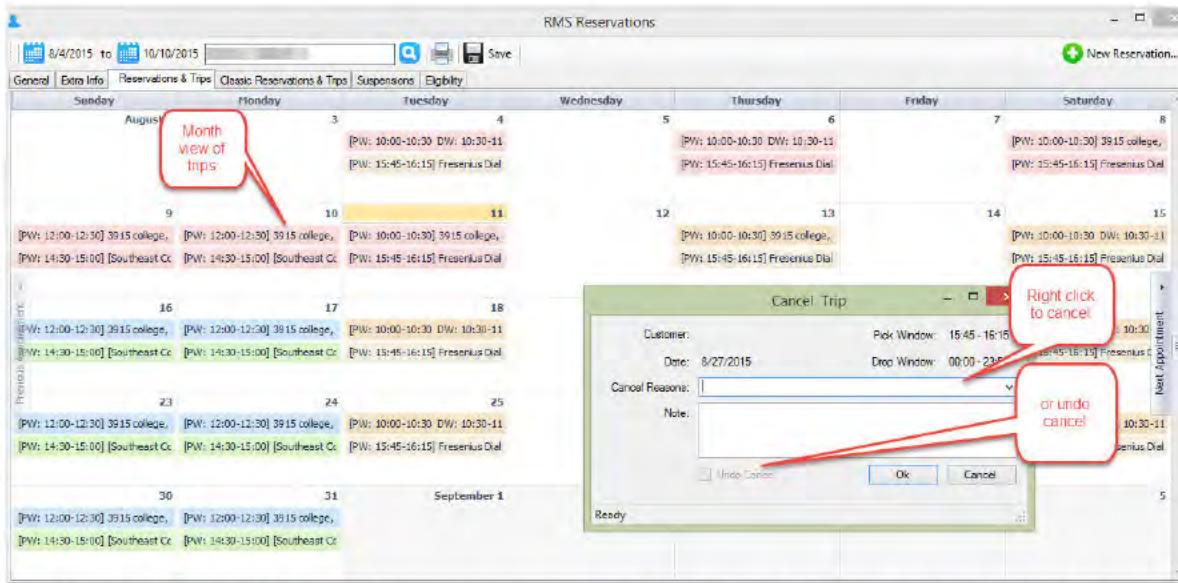


Figure 9: Reveal Calendar View. Reservationists can quickly pull up a calendar to quickly view each passenger's trip reservations and add, cancel, or reschedule trips.

Reveal automatically generates a pickup window, which reservationists can adjust manually. Reservationists arrange trip pick-up within a window that balances system optimization with the passenger's need, negotiating time on each side of the requested pick-up time.

As shown in **Figure 10**, Reveal provides several color-coded placement options for trip legs. Green placements are the best choice, followed by yellow and red. Trips with green scores typically fit into the current route, while trips with red scores add miles or cause the route to fall outside service parameters like travel time. Reveal calculates scores for each placement option based on parameters set in coordination with the City.

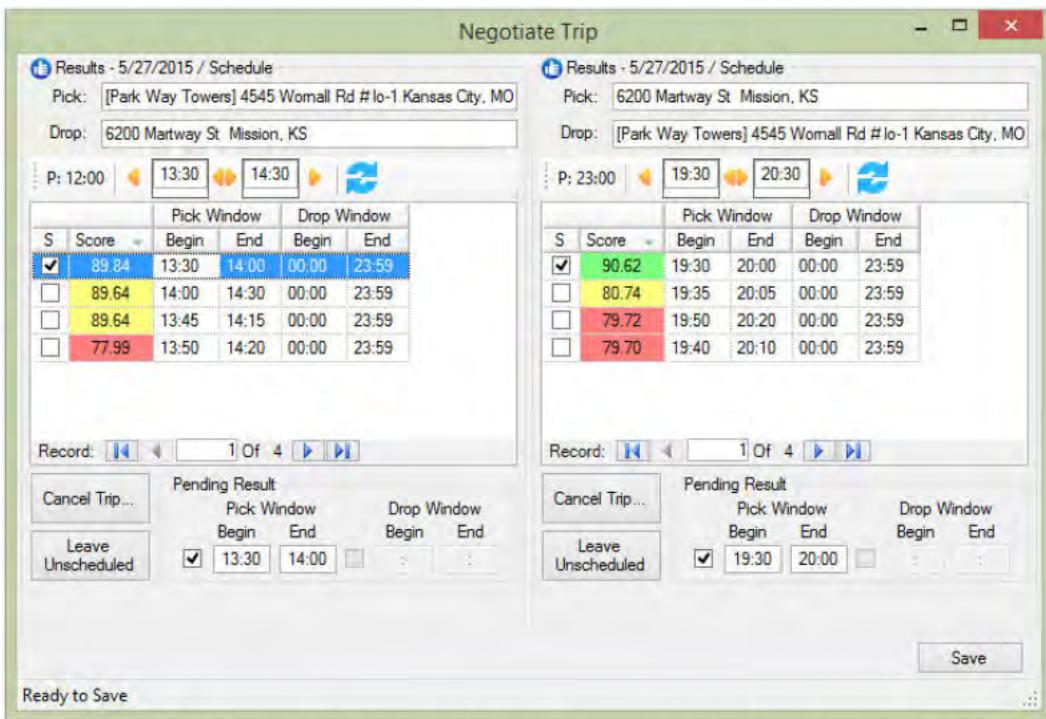


Figure 10: Reveal Trip Negotiation Screenshot. Reveal provides color-coded scores for each trip placement option.

Reservationists can also save notes in the system indicating unusual requests or communication regarding special needs. The reservationist confirms whether the passenger's use of a mobility device has changed since their last ride and adjusts the need for an accessible vehicle as necessary.

After entering a trip into the system, the reservationist reads back the trip details to the passenger, including date, time, origin, and destination, prior to ending the call.

SCHEDULING

During the scheduling process, staff view all unassigned trips for the next day and quickly see the available manifest options. Reveal shows the potential impact to the service when a trip is moved from one manifest to another, and it identifies issues needing attention, such as trips projected to arrive late or late in the window, overbooked manifests, routes with excessive dwell or slack time, routes missing lunch breaks, etc., as shown in the screenshot in **Figure 11**. The parameters triggering these alerts are completely customizable to the City and select KPIs.

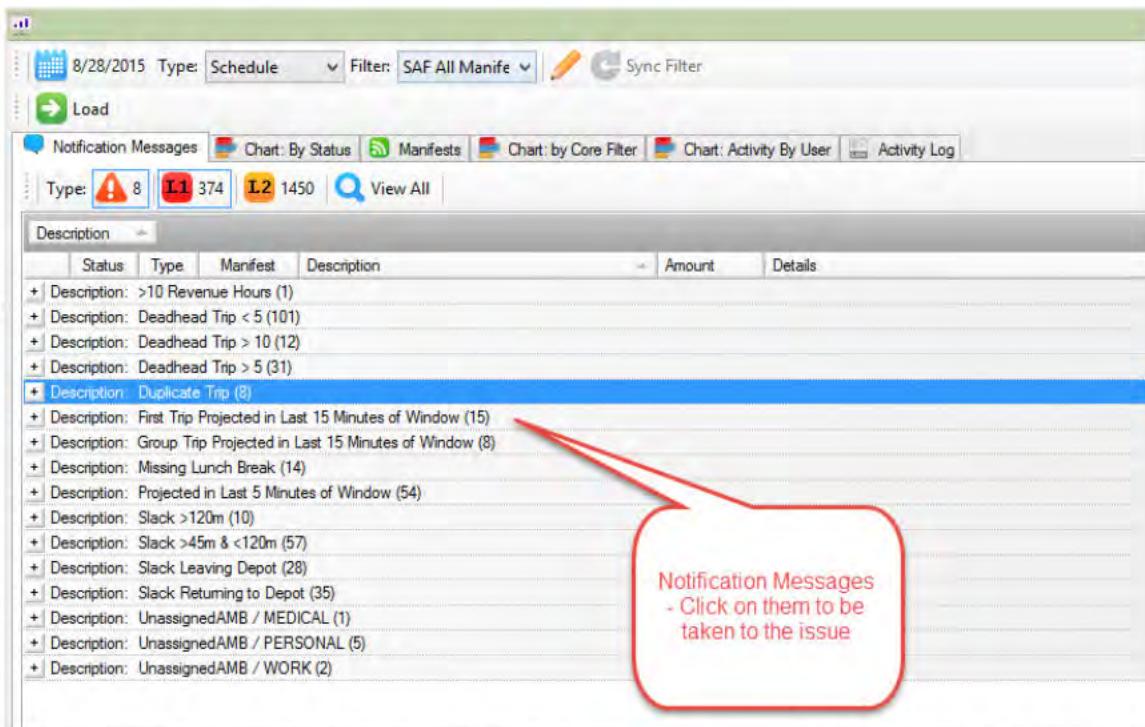


Figure 11: Reveal Screenshot. Reveal alerts staff to problems that need to be addressed during the scheduling process.

Staff take action on appropriate alerts, making adjustments to the schedule to build quality templates and the best grouping available for each day of the week. An algorithm in Reveal searches for exact location matches when batching trips to use the fewest vehicles. Staff can also manually place a single trip or multiple trips within a schedule based on using the most cost-effective vehicle, usually the one closest to the address at the given time.

In addition, staff use Reveal's Daily Review application to analyze the scheduled data, as well as the actual data, on a daily basis. In the scheduled data, the application searches for potential scheduling issues on a trip-by-trip basis and allows staff to fine-tune the schedules before deployment to promote high on-time performance and productivity.

DISPATCHING

Dispatch is where the effort of the reservation and scheduling process changes from abstract to the real world. It is up to dispatchers to manage, not just monitor, the on-time performance of routes to minimize the difference between scheduled productivity and realized productivity. The dispatcher must identify and correct possible service difficulties by proactively monitoring the performance information to gain the extra efficiency not already realized by Reveal.

Identifying and resolving late deliveries and reroutes, responding to problem situations as they occur, and communicating with drivers in such a way that they can avoid delays in service is the dispatchers' focus.

Reveal's Dispatch Workflow application allows dispatchers to adjust same-day scheduling proactively to account for no-shows, will-call returns, and vehicle re-routing. Reveal also provides dispatchers with "what if" information needed to make the best decision. Reveal shows whether a vehicle will be on time, if a trip addition will cause a delay for a future trip, or if a specific route problem will extend revenue and service hours.

Dispatchers view a ranking of unassigned trips to quickly identify the closest vehicles at any given time and immediately see the impact of a trip move when inserting a trip on another manifest. Reveal ranks trip moves through a color-coded scoring system, helping dispatchers make the best decision on which manifest could best accommodate a trip addition. **Figure 12** shows how manifests are ranked and color-coded: green is best, yellow is fair, red is poor.

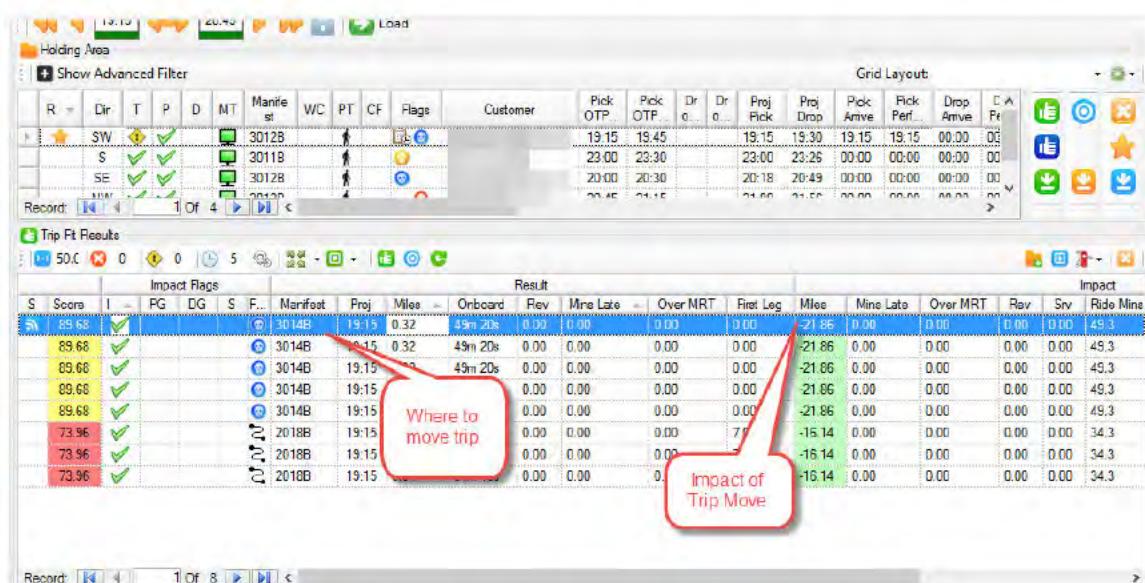


Figure 12: Reveal Trip Movement. Reveal shows which manifests can best accommodate trip additions.

In addition, Reveal provides dispatchers with schedule updates and projected performance. Dispatchers can identify trips projected to run late or trips with passengers on board longer than FTA and TRACER guidelines. **Figure 13** shows how Reveal indicates problem trips, which the dispatcher can move individually or in a batch mode all at once.

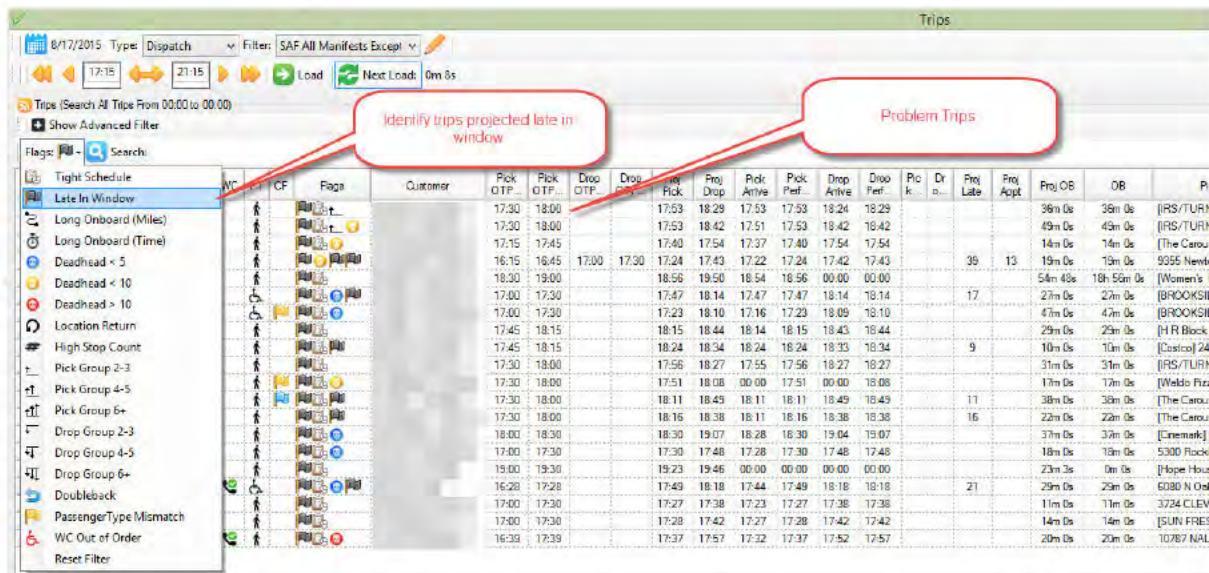


Figure 13: Reveal Problem Trips. Reveal identifies problem trips and trips projected to be late.

Dispatchers create a permanent record of all trip moves, no-shows, and late cancelations through Reveal. They can create a ticket and add comments, a screenshot, or other image to the ticket for instructional use or backup to the issue. This allows MTM Transit to track incidents and accidents in detail, including how routes are scheduled and performed, as well as operator activity.

Geo-coding

Reveal uses Google geo-coding for all addresses, and then confirms the address is accurate by comparing the location of the vehicle when the trip is performed. Any variations from the geo-coded location create a ticket in Reveal's Workflow, which our dispatchers address immediately. Google's street view allows dispatchers to verify that an address is geo-coded accurately and provide operators with additional assistance when locating an address to which they have not previously provided service.

Figure 14 shows how dispatchers adjust geo-coding to maintain accuracy. In the example, the address is geo-coded to the street, but dispatchers can easily move the geocoded location to the exact entrance of the large facility where the operator will perform the pick-up and/or drop-off by dragging the balloon representing the geo-coded location.

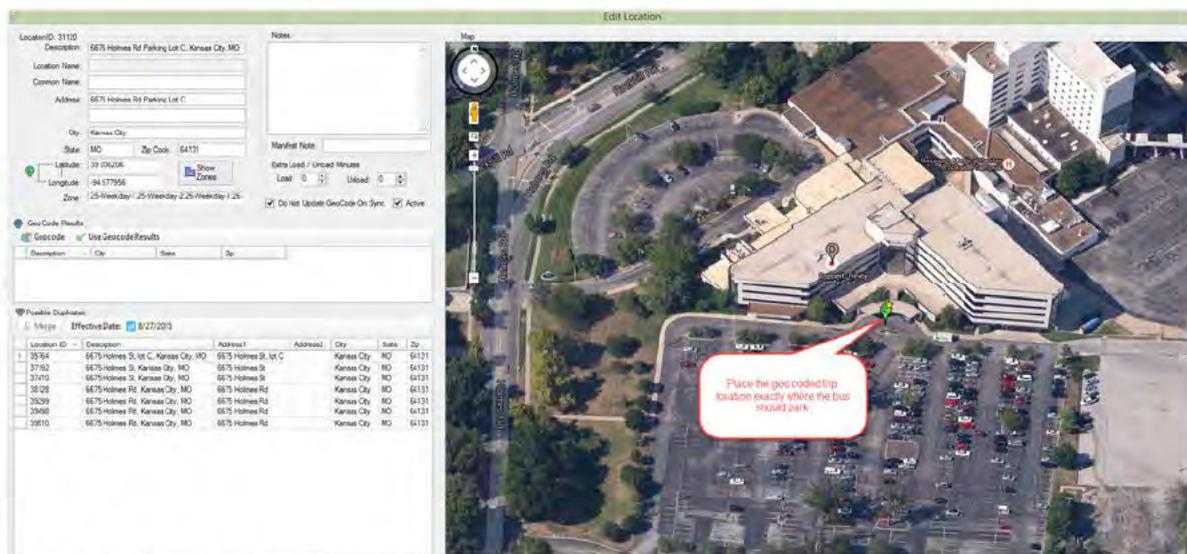


Figure 14: Reveal Software Screenshot. Dispatchers can use Reveal to help operators pick up and drop off passengers at the correct door or part of a building to save time and reduce confusion.

Post-Trip Validation

Through Reveal's Data Verifier application, dispatchers check data for accuracy and completeness throughout the system, check reports for accurate data, and reconcile trips and fares. Reveal tracks all changes to data so MTM Transit and the City can review any modifications. Our management team and the dispatchers will be able to view the scheduled route side by side with the actual route to see variance. We will also adjust the settings in Reveal so negative variances automatically create notification messages for her to review.

At the end of operator shifts, dispatchers are able to review performance issues immediately, including on-time performance by operator, by route, by time of day, by passenger, long ride versus short trip miles, vehicle dwell time with a passenger on board, passenger cancellations and no-show history, and passenger ride history.

ENSURING EFFECTIVE COMMUNICATION WITH DRIVERS

Perhaps one of the most important roles of our dispatchers will be ensuring effective coordination, communication, and interfacing between dispatch and our drivers. MTM Transit staffs one fixed route dispatcher and one paratransit dispatcher during all hours of operation to maintain constant contact in regards to schedules and on-time performance. Our drivers are the first line out in the field and their feedback about conditions such as road closures is essential to avoiding delays and issues.

Using radios, and communication features in Reveal and TransLoc, our dispatchers communicate on a real-time basis with the drivers to ensure schedule adherence. Both Reveal and TransLoc provide real-time information on route performance, and allow dispatchers to send messages to drivers via the in-vehicle tablets. Dispatchers help identify problems with radio communication devices and coordinate repairs with the management team.

Further, MTM Transit considers its dispatch team to be a key voice in promoting our overall safety program. We train each dispatcher in reasonable suspicion, and we require them to confirm that operators are fit for duty before allowing them to enter service. MTM Transit also trains dispatchers to deliver safety messages throughout the day and to monitor adherence to our overall safety culture.

RECORDKEEPING AND REPORTING

The City receives comprehensive information on MTM Transit's operations through scheduled and as-requested reports, which we generate through Routematch and Cetaris Fleet Assistant. Under the new contract term, we will provide reports through Reveal, TransLoc, and Cetaris, as applicable to the respective TRACER service.

We submit required reports on a daily, weekly, and monthly basis, as required by the City, including:

- ▶ Daily ridership records for all services, including route information, number of passengers, and passenger type
- ▶ Daily checklist for fuel canopy, pumps, and compressor at the CNG fueling station
- ▶ Monthly report detailing revenue hours, revenue miles, fare revenue, and ridership figures
- ▶ Monthly invoices
- ▶ Files for paratransit customers
- ▶ Maintenance work records
- ▶ Records of all accidents and passenger injuries

MTM Transit plans to use TransLoc's free, open API to funnel information from our various platforms: TransLoc, Reveal, and Cetaris, to dashboards for convenient, easy access by the City. On the dashboard, the City will be able to view high-level comparisons of on-time/late/early departures, route performance, and vehicle performance.

FARE COLLECTION

MTM Transit has an established procedure for the safe daily transfer of fare revenues we collect, and we are familiar with the City's newly implemented Masabi system. Our operators know how to identify valid Masabi-purchased tickets using the color-coded system, and we are prepared to support the City with its continued use.

For cash fares, we use best practices to maintain accountability, provide an audit trail, and minimize the potential for abuse. We empty all fares on each vehicle daily, and the dispatcher and at least one other manager or supervisor count fares at the end of each shift. MTM Transit reconciles fares collected to the fares recorded by operators. Should reconciliation identify losses, we immediately identify the source and correct the situation.

We monitor fare collection activity from the moment staff collect it from the vehicle through bank deposit, and note all fares and deduct them from the monthly invoice to the City, as appropriate for each type of service.

MARKETING ASSISTANCE

MTM Transit has a talented in-house marketing team that is available to assist the City with marketing efforts to help promote TRACER services as needed and requested. Our marketing staff can create brochures, pamphlets, and other promotional materials and coordinate with the City to conduct outreach activities within the community, upon request. Our marketing team includes a bilingual creative director and photographer, and copywriters who are familiar with transit operations. With these resources, we can execute professional marketing campaigns to support your transit initiatives and effectively communicate to the residents of Tracy.

We will continue to maintain a sufficient number of transit brochures, tickets, forms, and other City information on board every vehicle.

COMMUNITY ENGAGEMENT

Beyond assisting the City with marketing needs, MTM Transit has engaged with the Tracy community in a number of ways over our four-year tenure serving the TRACER program. For example, we assisted with transportation for Black Lives Matter demonstrators. Our local team prepared route deviations in advance of a planned Black Lives Matter march on June 4, 2020, and provided free shuttle services due to high heat indexes.

Led by General Manager Mark Frailey, our team put a plan in place for route changes and the possibility for service discontinuation if necessary. When the peaceful protest ended at City Hall, Mark and our Tracy operators spent two hours transporting demonstrators back to their vehicles in four large buses.

Also in 2020, our Tracy team contributed food and toy donations to Brighter Christmas of Tracy, pictured right. They filled three barrels with food and gifts in lieu of participating in an inter-office Secret Santa exchange as a way to give back to the community.

Other ways our Tracy staff have given back to the City is donating two bicycles for a raffle supporting San Joaquin County's Bike to Work

Month to promote bicycle and low carbon commuting; General Manager Mark Frailey participated by biking to work in 2018 and 2019. In addition, in 2018, our team joined the Read for Tracy program, visiting classes to read and donate books. We participated each year from 2018 to 2020. Further, when the Senior Center closed, MTM Transit began assisting volunteers and providing transportation to deliver meals to seniors in the community on a weekly basis.



We also assist with the City's new hire tours, providing transportation for officials and new hires, and highlighting the TRACER program and services as needed.

PERFORMANCE STANDARDS

MTM Transit upholds the performance standards for fixed route, paratransit, and on-demand service for TRACER, as detailed in [11. Performance Monitoring and Quality Control Program](#) on page 79.

TRANSIT RELATED SOFTWARE

MTM Transit has successfully used Routematch (paratransit and fixed route) and TransLoc (on-demand) to serve the TRACER program over the past four years. We also already have Android ruggedized Mobile Data Terminals (MDTs) in all vehicles. Under the new contract term, we propose transitioning the paratransit service to Reveal software, and maintaining TransLoc for the TracerPLUS on-demand service, as well as implementing TransLoc for the fixed route service.

Reveal and TransLoc can deliver on all the City's goals, including improved customer service, fleet and management, system security, and reliability and consistency of service, as well as better access to information and operational data for customers and the City.

REVEAL ROUTING, SCHEDULING, AND DISPATCHING SOFTWARE

Under the new contract term, MTM Transit plans to build upon our strong foundation in Tracy by implementing Reveal routing, scheduling, and dispatching (RSD) software for TRACER paratransit services. Reveal is a commercially available software used by similar programs since 2008. MTM Transit's affiliate MTM acquired Reveal in 2017, and we have been strategically transitioning our operations onto its superior RSD platform over the past two years. Reveal is the most modern, user-friendly, feature-rich software in the industry. It is highly programmable while remaining easy to use.

Reveal's technology automates the routing and scheduling process, and provides optimum dispatching capabilities through real-time global positioning system (GPS) information. Using Reveal, MTM Transit can optimize and prioritize TRACER trip assignments based on the City's service parameters. We can prioritize efficiency, on-time performance, passenger travel time, or other parameter as the City desires.

We have a full in-house team to support customizations, training, updates, and troubleshooting. Our Tracy staff will receive hands-on support from MTM Transit, MTM, and Reveal IT personnel throughout the transition to mitigate any issues, and provide a smooth, successful software implementation.

MTM Transit has successfully implemented Reveal in several of our current programs, including Conroe, Texas; Reno, Nevada; Hamilton County, Ohio; Perrysburg, Ohio; and Orange County, New York. In addition, Reveal is available as a standalone system used by several transit agencies, including Rhode Island Public Transit Authority (RIPTA), Kansas City Area Transportation Authority (KCATA), and Johnson County Transit (JCT).

Reveal Driver App

Reveal offers an easy-to-use app for drivers that distributes trip manifests, tracks automatic vehicle location (AVL), and assigns short notice trips. Reveal's driver app, which we will load onto each in-vehicle tablet, provides real-time AVL tracking and communication functionality between the driver and dispatcher.

Drivers can immediately notify dispatch of any situation that may cause a deviation from the schedule, including breaks, lunches, breakdowns, accidents through the Reveal app or their two-way communication device. Simultaneously, dispatchers can view exactly where the vehicle is so they can dispatch a back-up vehicle, road supervisor, or take alternate action to keep service running.

Reveal Passenger App

With Reveal, MTM Transit can offer TRACER passengers the ability to request, view, or cancel reservations via mobile application or online. Passengers can use the app to:

- ▶ Confirm same day and future travel itineraries
- ▶ Check the actual ETA of a scheduled trip
- ▶ Cancel existing trips
- ▶ View all future trips requested
- ▶ Receive alerts and trip reminders via voice, text, or email
- ▶ Receive text notification of imminent arrival
- ▶ Confirm or cancel trips through callback reminders and text messages
- ▶ Confirm or cancel remaining trips scheduled for the same day
- ▶ Access personal trip information and trip history 24/7

This application gives passengers information about their trips and helps reduce call volume.

Figure 15 shows how passengers request a trip.

The figure consists of three screenshots of the REVEAL Passenger App interface, showing the steps to request a trip:

- Step 1: Date Selection**
The screen shows a calendar for November 2020. The user has selected November 30th. Below the calendar, there is a dropdown menu for "What day do you need us to pick you up?" and a "Search" button. At the bottom are "Next >" and "Date Selection" buttons.
- Step 2: Appointment Information**
The screen shows the appointment details for November 30th, 2020. It includes fields for "Appointment #1", "Reason for appointment" (Dialysis), "Pickup location" (622 Bell St, Beatrice, NE 68310, USA), and "Appointment Time" (2:13 am). At the bottom are "Next >" and "Appointment Information" buttons.
- Step 3: Return Ride Request**
The screen shows a "Return Ride" overlay. It asks "Do you need a Return Ride?" and has a "Add Return Ride" button. The user has selected November 30th for the return. Below this, there are fields for "Where should we pick you up?" (2852 W 47th Ave, Kansas City, KS 66103, USA), "Pickup Location Name" (DaVita Mission Dialysis), "Pickup Location Phone Number" ((866) 544-6741), and "Where should we drop you off?" (622 Bell St, Beatrice, NE 68310, USA). At the bottom are "Next >" and "Return Ride" buttons.

Figure 15: Passenger App. The application allows passengers to book, view, or cancel reservations.

Reveal Reporting

In addition, Reveal will provide increased transparency into day-to-day operations for the City through dashboards, as well as access to real-time program data. **Figure 16** shows the dashboards Reveal provides.

Dashboard	Function
Quality Assurance	Displays selected key performance indicators for the contract such as overall productivity, on-time performance, etc.
Passenger Summary	List of all passengers and the number of trips taken in date range, on-time performance, etc.
Passenger	Specific passenger information pertaining to on-time performance, trip dates, manifests, etc.
Driver Summary	List of all drivers, on-time performance, number of trips provided on time and late
Driver	Specific driver information pertaining to on-time performance, manifest driven, dates, passengers
Location Summary	Displays addresses detailing on-time performance, cancellations, number of pick-ups and drop-offs
Location	Specific location information pertaining to on-time performance, passengers, number of pick-ups and drop-offs
Filter	Allows comparison of different types of services provided
Manifest Summary	Displays trips and how they relate to each manifest; (on-time, late, on-time performance, completed)
Manifest	Provides specific information per manifest pertaining to on-time performance, late, completed, etc.
Schedule vs. Actual	Provides manifest and trip information, comparing scheduled to actual performance, in order to provide the user to trend information needing attention

Figure 16: Reveal Dashboards. Reveal offers extensive dashboards for performance monitoring.

TRANSLOC SOFTWARE

MTM Transit proposes TransLoc software for TRACER fixed route and TracerPLUS on-demand service. We already use TransLoc for the TracerPLUS on-demand service with much success, and believe it will provide the features the City seeks for the fixed route service under the new contract term.

In addition, passengers who use the TracerPLUS on-demand service are most likely to also use the fixed route service, so having one software and one app will streamline these services for both the City and passengers. TransLoc for fixed route service is essentially the same as Double Map software, used by the City of Lodi. Double Map is a part of the TransLoc family of services, and will eventually be phased out of service, with TransLoc's fixed route software operating as an improved version of Double Map.

TransLoc's on-demand and fixed route dispatch software provides real-time vehicle tracking and arrival predictions for passengers, MTM Transit, and the City; performance reports detailing on-time performance, headway, and arrivals/departures; system-wide announcements for route changes, service interruptions, or weather emergencies; and live displays and customizable dashboards for real-time location maps, arrival predictions, high-level performance comparisons, and announcements.

The feeds for TransLoc connect to GTFS, RT, XML, and other open feeds. TransLoc will also provide Wi-Fi (up to 10GB) on all fixed route buses and text messaging features. Further, MTM Transit's dispatchers can send canned messages to drivers during service as necessary. The brochure in **Appendix C** details features TransLoc will provide for TRACER and TracerPLUS services.

Passenger App

The TransLoc passenger app allows passengers to book and confirm trips on the TracerPLUS on-demand service, or plan trips on the fixed route system. Passengers can search in the app for local transit stops and routes, points of interest, or street addresses to book trips. The app either will recommend the on-demand or fixed route service, depending on availability at the selected origin/destination points. The app provides scheduled and estimated arrival times for route planning. If the passenger wishes to use the TracerPLUS on-demand service, s/he may book and confirm a trip on the app. If the passenger selects TRACER fixed route service, the app will provide step-by-step instructions to get to the bus stop and final destination. Passengers can save favorite stops for easy access in the future and explore routes using the app.

VEHICLES

For the new contract, MTM Transit will provide three new vehicles, including two Nissan Leafs and one accessible Braun Entervan, for road supervision and driver shuttling, as required by the City.

These vehicles meet the City's requirements, including less than five years old, TRACER logo and "Road Supervisor" on the sides of the vehicle, four doors, and one ADA accessible vehicle. In addition, the Nissan Leafs are fully electric, supporting MTM Transit's efforts to move towards greener, more sustainable transit. We will charge them at the City's charging stations.

Figure 17 shows mockups of the vehicles we will use for road supervision and shuttling with the TRACER logo and "Road Supervisor" on the sides of the vehicles.



Figure 17: Road Supervision Vehicles. MTM Transit will provide three new non-revenue vehicles for the new contract term.

We will continue using the City-provided fleet of 17 revenue vehicles for fixed route, paratransit, and on-demand services.

▲ IN-VEHICLE CAMERA SYSTEM

MTM Transit will continue to use the Idrive X2 camera system in all TRACER vehicles. Unlike many competitor video monitoring systems, Idrive records continuously, and allows us to request recordings from both inside and outside of the vehicle whenever a vehicle is operating. The Idrive system offers the following features:

- ▶ Live GPS tracking
- ▶ Simultaneous recording of triggered and continuous events
- ▶ 0.3 megapixel to HD selectable resolution
- ▶ 8GB standard internal memory
- ▶ R LED- BrightNight technology
- ▶ Wireless data transfer
- ▶ 170° internal/160° external lens
- ▶ Internal microphone
- ▶ USB download
- ▶ Manual triggers
- ▶ Wire panic button

The Idrive software combines a video review platform and fleet management tool all in one, capable of storing up to 500 hours of video footage, including real time and historical vehicle and operator data. Events and data automatically sync to an online cloud, stored to a secure central server, and can be viewed at the internet portal via the Idrive Control Center Application. MTM Transit uses the footage to monitor both operator and passenger behavior.

Idrive provides accident management features within its software. MTM Transit can save critical videos, pictures, and documents to a safe location for insurance and recording purposes. When an accident occurs, Idrive stores video, audio, GPS coordinates, speed, and g-force values. Additionally, Idrive offers an environmental component that helps reduce idle time and fuel consumption, and improve driving behavior, which together reduce wear and tear on the fleet.

Further, Idrive performs a review of each triggered event, and sends General Manager Mark Frailey a weekly report summarizing the events and surrounding circumstances. Mark reviews the report and meets with any operator whose behavior or driving pattern is outside of the standards upheld by MTM Transit. MTM Transit's corporate safety team conducts weekly and monthly Idrive safety and coaching calls with Regional Vice President Scott Transue and Director of Safety Administration Tom Gruefe.

MTM Transit checks the onboard video system every day as a part of the pre-trip inspection. In the event the system is not functioning, we pull the vehicle from service until it is once again operational.

MAINTENANCE

At MTM Transit, we take pride in the care of the vehicles we operate and keep them in superior mechanical condition to maximize their longevity. Properly maintained vehicles increase road performance statistics, reduce breakdowns and road calls, and contribute to the successful operation of the TRACER program. MTM Transit's comprehensive vehicle maintenance program complies with all City requirements; Original Equipment Manufacturer (OEM) standards; and all federal, state, local, or other governmental laws, regulations, requirements, and rules with respect to use, maintenance, and operation of the vehicles.

MTM Transit has established vehicle maintenance procedures, executed by our Tracy maintenance team, including Maintenance Manager Scott Perriera and maintenance technicians.



MTM Transit maintains all vehicles, including the City's fleet, on a 45 day / 3,000 mile preventative maintenance schedule, detailed below. Our proposed fleet management software, Cetaris, provides the ability to maintain all vehicle maintenance records, as well as preventative maintenance for fare box and ITS equipment for TRACER vehicles. MTM Transit provides internet in the transit yard for road supervisors, maintenance team, and the Idrive router.

PREVENTATIVE MAINTENANCE PROGRAM

Figure 18 shows MTM Transit's preventative maintenance program for TRACER, indicating the schedule and actions performed at each routine servicing. This schedule keeps vehicles in "Service Ready" condition at all times.

	Preventative Maintenance Schedule						
	3,000 Miles	6,000 Miles	12,000 Miles	24,000 Miles	48,000 Miles	90,000 Miles	180,000 Miles
Vehicle PM Inspection	✓	✓	✓	✓	✓	✓	✓
All interior, engine compartment, under bus, exterior, air conditioning, breaks, and wheel chair lifts and ramps	✓	✓	✓	✓	✓	✓	✓

Preventative Maintenance Schedule

	3,000 Miles	6,000 Miles	12,000 Miles	24,000 Miles	48,000 Miles	90,000 Miles	180,000 Miles
Inspect brakes, air system, suspension, and warning indicators	✓	✓	✓	✓	✓	✓	✓
Genfare fare box PM level 1	✓	✓	✓	✓	✓	✓	✓
ITS equipment Inspection	✓	✓	✓	✓	✓	✓	✓
Inspect lights, hoses, and belts	✓	✓	✓	✓	✓	✓	✓
Wheel chair lift inspection	✓	✓	✓	✓	✓	✓	✓
Chassis is lubed	✓	✓	✓	✓	✓	✓	✓
Change engine oil and filter	✓	✓	✓	✓	✓	✓	✓
Take engine oil sample	✓	✓	✓	✓	✓	✓	✓
Rotate Tires	✓	✓	✓	✓	✓	✓	✓
Wheel chair lift PM	✓	✓	✓	✓	✓	✓	✓
Mountings inspection	✓	✓	✓	✓	✓	✓	✓
Change hydraulic fluid and filter	✓	✓	✓	✓	✓	✓	✓
Genfare fare box PM level 2	✓	✓	✓	✓	✓	✓	✓
HVAC PM	✓	✓	✓	✓	✓	✓	✓
Replace HVAC intake filter	✓	✓	✓	✓	✓	✓	✓
Replace engine air filter	✓	✓	✓	✓	✓	✓	✓
Replace fuel filters	✓	✓	✓	✓	✓	✓	✓
Disassemble and clean spinner filter	✓	✓	✓	✓	✓	✓	✓
Pressure test cooling system for leaks	✓	✓	✓	✓	✓	✓	✓
Clean charge air cooler and radiator fins	✓	✓	✓	✓	✓	✓	✓
Test engine coolant protection	✓	✓	✓	✓	✓	✓	✓
Check front end alignment	✓	✓	✓	✓	✓	✓	✓
Replace transmission filter and fluid	✓	✓	✓	✓	✓	✓	✓
Take transmission fluid sample	✓	✓	✓	✓	✓	✓	✓
Replace wheel chair lift filter and fluid	✓	✓	✓	✓	✓	✓	✓
Replace spark plugs	✓	✓	✓	✓	✓	✓	✓
Genfare fare box PM level 3	✓	✓	✓	✓	✓	✓	✓
Replace air dryer desiccant cartridge and purge valves			✓	✓	✓	✓	✓
Clean compressor discharge lines			✓	✓	✓	✓	✓
Genfare fare box PM level 4				✓	✓	✓	✓
Service front wheel bearings				✓	✓	✓	✓
Service rear differential				✓	✓	✓	✓
Take differential fluid sample				✓	✓	✓	✓
Clean differential breather				✓	✓	✓	✓
Remove and inspect exhaust bellows				✓	✓	✓	✓
Replace crankcase breather filter					✓	✓	✓
Replace PP1 park brake valve					✓	✓	

Preventative Maintenance Schedule							
	3,000 Miles	6,000 Miles	12,000 Miles	24,000 Miles	48,000 Miles	90,000 Miles	180,000 Miles
Check and adjust engine valve lash					✓	✓	
Replace drive belts					✓	✓	
Replace engine coolant					✓	✓	
Remove and clean DPF					✓	✓	
Replace DEF filter						✓	
AC compressor rebuild						✓	
Replace exhaust bellows						✓	

Figure 18: Maintenance Schedule. MTM Transit will follow this Preventative Maintenance Schedule.

MTM Transit does not allow vehicles to operate in revenue service if they are past due for a preventative maintenance inspection. We stagger maintenance inspections and repairs to ensure that we have the appropriate number of vehicles available at all times to meet demand.

Major Repair and Body Damage

Due to the complex and specific nature of most major repairs, MTM Transit contracts for body damage and major repairs. MTM Transit ensures vendors make repairs and use only parts, materials, lubricants, fluids, oils, and procedures that meet or exceed OEM specifications and requirements.

MTM Transit enforces warranties of all vehicles and all systems, components, and subcomponents thereof and monitors covered repairs so they are performed in a timely fashion. If it is determined that a warrantable component has failed, MTM Transit coordinates the warranty repair with the proper manufacturer.

Daily Pre-Trip Inspections

The pre-trip inspection is a critical component of daily maintenance and operations, and serves as the first line of communication between our operators, who are our eyes and ears in service, and our maintenance team. MTM Transit teaches all operations and maintenance employees the critical nature of this documentation. If we find an employee taking shortcuts at this critical step, we coach and retrain, and use progressive discipline as necessary.



At the start of the day, operators perform a daily pre-trip inspection on every vehicle. The pre-trip inspection includes a 15-minute walk-around visual inspection and a check of the following:

- ▶ Fuel levels and leaks
- ▶ Engine oil, coolant, water and transmission fluid
- ▶ Mobile validator operation
- ▶ Wheelchair lift/ramp check
- ▶ Security camera inspection
- ▶ Annunciator inspection and test
- ▶ Real-time Information system test
- ▶ Brake functionality
- ▶ Turn signals
- ▶ Headlights
- ▶ Brake, tail, and back-up lights
- ▶ Interior and exterior lights
- ▶ Windshield wipers and washer
- ▶ Door and window operation
- ▶ Mirrors and horn
- ▶ Steering and steering fluid
- ▶ Tires (air pressure, tread depth, wear)
- ▶ Lights and flashers
- ▶ The City system map and route schedule brochure inventory
- ▶ Interior and exterior visual inspection
- ▶ Defects reported by vehicle operators to identify potential safety and reliability items requiring immediate attention, including climate control mechanisms
- ▶ Front and rear suspension
- ▶ Wheelchair ramp, tie downs
- ▶ Radio system/tablets
- ▶ Heater(s) and defroster
- ▶ Air conditioning system
- ▶ Safety equipment
- ▶ Interior and exterior cleanliness
- ▶ Battery fluid, cables, and corrosion
- ▶ Body damage

A maintenance technician is on-site each morning thirty minutes prior to the first vehicle pull out to address vehicle maintenance issues. In addition, a manager is always present for peak pull out each day, available to support the operators, answer any questions, and ensure that each route is leaving the yard on time so that it will make its initial stop on schedule.

MTM Transit trains operators to recognize symptoms of maintenance issues and records findings on the Daily Vehicle Inspection (DVI) form, and report any defects to a supervisor. If necessary, MTM Transit removes the vehicle from service until we repair and inspect it for return.

For the new contract term, MTM Transit will use Trackit to provide electronic documentation of the Daily Vehicle Inspection (DVI) form. Operators will complete the DVI form on tablets. Upon completion of the inspection, maintenance personnel review and note any defects in our Cetaris Fleet Assistant software for appropriate follow-up.

Post-Trip Inspections

Once the vehicle is out of service for the day, the operator records the mileage and usage of fuel and oil and checks for the same items inspected during the pre-trip inspection. The operator fills out a post-trip inspection log. Maintenance Manager Scott Perriera reviews all DVI forms on a daily basis to prioritize defects and quickly address issues. MTM Transit understands if operators continually write up issues that go unaddressed, the operator ceases to want to communicate minor defects. Therefore, we address every issue arising from trip inspections. Further, we always include the maintenance team in monthly safety meetings to foster open communication across operations.

Lift and Securement Maintenance

At 3,000 miles, or every 45 days, MTM Transit staff inspect each vehicle equipped with a lift for safety and cycle it one complete cycle. The bridge hinge and lift is cleaned of all dirt and debris using compressed air. All components of the lift are lubricated using penetrating oil specified by the lift manufacturer as appropriate for use. The technician then checks that the fluid level in the lift reservoir is at the proper level and tests both manual and electrical operation to ensure proper functioning and that the securement belts are intact and functioning. The technician ensures that the manual lift handle is in its proper place and inspects the interlock and warning alarm to ensure they are operating properly. MTM Transit does not allow vehicles with non-functioning lifts to enter service.

California Highway Patrol Inspections

MTM Transit complies with all California Highway Patrol (CHP) requirements and inspections. We maintain standardized records to keep our operations 'audit ready' at all times. We have had no defects in FTA triennials or CHP audits, scoring 100% on last two years' audits.

VEHICLE CLEANING

The appearance of TRACER vehicles should be a positive and professional reflection of the services. MTM Transit employees keep vehicles clean at all times. Our Operations Manager and road supervisors perform periodic unannounced checks of vehicle cleanliness and monitor it through on-street supervision. We remove all vehicles that do not meet the City's and MTM Transit's cleanliness standards from service until the problem has been addressed. Cleaning never disrupts service.

Figure 19 outlines MTM Transit's vehicle cleaning schedule, which we will revise upon request. MTM Transit maintains records of all cleaning and washing in a log for review and inspection.

Vehicle Cleaning Schedule			
	Daily	Weekly	Monthly
Sweep and dust floors and seats	✓	✓	✓
Remove all trash/debris	✓	✓	✓
Wash and disinfect interiors, including windows, seats, ledges, modesty panels, passenger signal strip, floors, stanchions, operator area, dash, and grab rails	✓	✓	✓
Sanitized with electrostatic sprayers	✓	✓	✓
Check and restock marketing materials	✓	✓	✓
Complete detailing of interior and exterior, including bumpers, wheels, window panels		✓	✓
Wash vehicle exteriors		✓	✓
Clean ceilings and walls			✓
Treat rubber or vinyl exterior components with preservative			✓
Steam clean seats			✓

Figure 19: Vehicle Cleaning Schedule. MTM Transit keeps vehicles clean on a daily, weekly, and monthly schedule.

For the new contract term, we propose staffing a full-time Fueler/Washer to clean and sanitize the buses. We plan to clean vehicles using the City's power-washer and eco-friendly soap.

MAINTENANCE MANAGEMENT SYSTEMS AND RECORDKEEPING

MTM Transit will continue to use Cetaris Fleet Assistant for our maintenance record keeping. Cetaris allows our maintenance team to monitor vehicle status, warranty requirements, and inventory levels, along with controls of scheduled and unscheduled repair items, air conditioning, wheelchair lift parts, and materials. It provides the ability to define and track preventive maintenance schedules and repairs; calculate when maintenance is due; schedule preventative maintenance notifications by date, mileage, or hours; and view a detailed maintenance history and cost summary.

Cetaris is one of the most comprehensive software packages on the market. It provides alerts to users to notify them of urgent issues and dates that preventative maintenance is due. Cetaris is highly customizable, and it offers many user-definable features and options. It includes a full range of reports, which provides the City with immediate feedback on fleet performance. The software tracks a variety of fleet maintenance concerns, including:

- ▶ Vehicle Costs
- ▶ Work Orders Billing/History
- ▶ Fueling
- ▶ Tire Management
- ▶ PM Performance
- ▶ Warranty Information and Reimbursements
- ▶ Vendor Performance
- ▶ Motor Pool Tracking
- ▶ Operator Interface and Reporting
- ▶ Vehicle Depreciation
- ▶ Asset Tracking
- ▶ Road Call Management
- ▶ Reporting
- ▶ Asset Life Cycle Management

Our maintenance team uses Cetaris to perform repairs, inspections, and warranty work as required. MTM Transit maintains a vehicle file for each vehicle within the software that includes a complete maintenance and repair history, inspection, and licensing documentation. Cetaris organizes each vehicle file by vehicle number and documents all vehicle maintenance to include preventative maintenance, scheduled maintenance and inspection, unscheduled maintenance, fuel and oil usage, and engine and transmission rebuilds.

▲ MAINTENANCE QUALITY ASSURANCE AND AUDITS

MTM Transit periodically conducts audits of both preventative and unplanned maintenance records. Maintenance Manager Scott Perriera performs a quarterly review and Regional Director Joseph Sullivan performs in-person audits biannually, totally six independent reviews each year. Scott physically re-inspects 10% of the preventative maintenance inspections performed each month. He analyzes unplanned work reports for frequently failing equipment and/or recurring problems. He also reviews work time reports to complete necessary maintenance and ensure service is not negatively impacted. Further, we also conduct proactive campaigns to address seasonal changes that can cause maintenance spikes and performance fluctuations. We welcome the City to inspect our vehicles and maintenance documentation at any time.

FACILITIES

MTM Transit will continue to operate from the City's provided space. Our staff unlock the Tracy Transit station building during normal business hours, secure the station building at the end of business hours, and help with daily cleaning. Further, MTM Transit's Tracy team provides assistance and information to anyone who enters the station, including selling tickets, and receiving and distributing packages in contract with Greyhound.

As required by the City, MTM Transit will furnish the General Manager, Dispatch/Operations Supervisor, Training/Safety Manager, paratransit and fixed route dispatchers, reservationists, and yard office with new desktop computers. We will also provide road supervisors with new laptop computers. We will continue to use our existing color printer/copier and phone line for General Manager.



MTM also has an established maintenance facility at 503 W Larch Road, Unit G, Tracy, CA 95304. Our shop is conveniently located within the service area, less than five miles of the Tracy Transit Station. We obtained a letter of intent (LOI) from the property owner and worked with the City on a special conditional use permit (CUP) to secure our facility for the new contract term.

We outfitted the facility to handle CNG, gasoline, diesel, and electric vehicles. We equipped this facility to provide sufficient maintenance for the TRACER fleet, including adding a clean room and test bench for electronics repairs on fare boxes and new on-board ITS equipment.

MTM Transit will be adding equipment and tools to service new vehicles under the new contract term, including a Hub and Brake Handler and new AC recycle and recharge machine. The Hub and Brake Handler is recommended by the manufacturer to increase efficiency and safety during installation of disc brake rotors and hubs for the new buses. The AC recycle and recharge machine can interchange between both refrigerant types the new vehicles use, which increases productivity and eliminates the need of two independent machines.



6. Budget

6. BUDGET

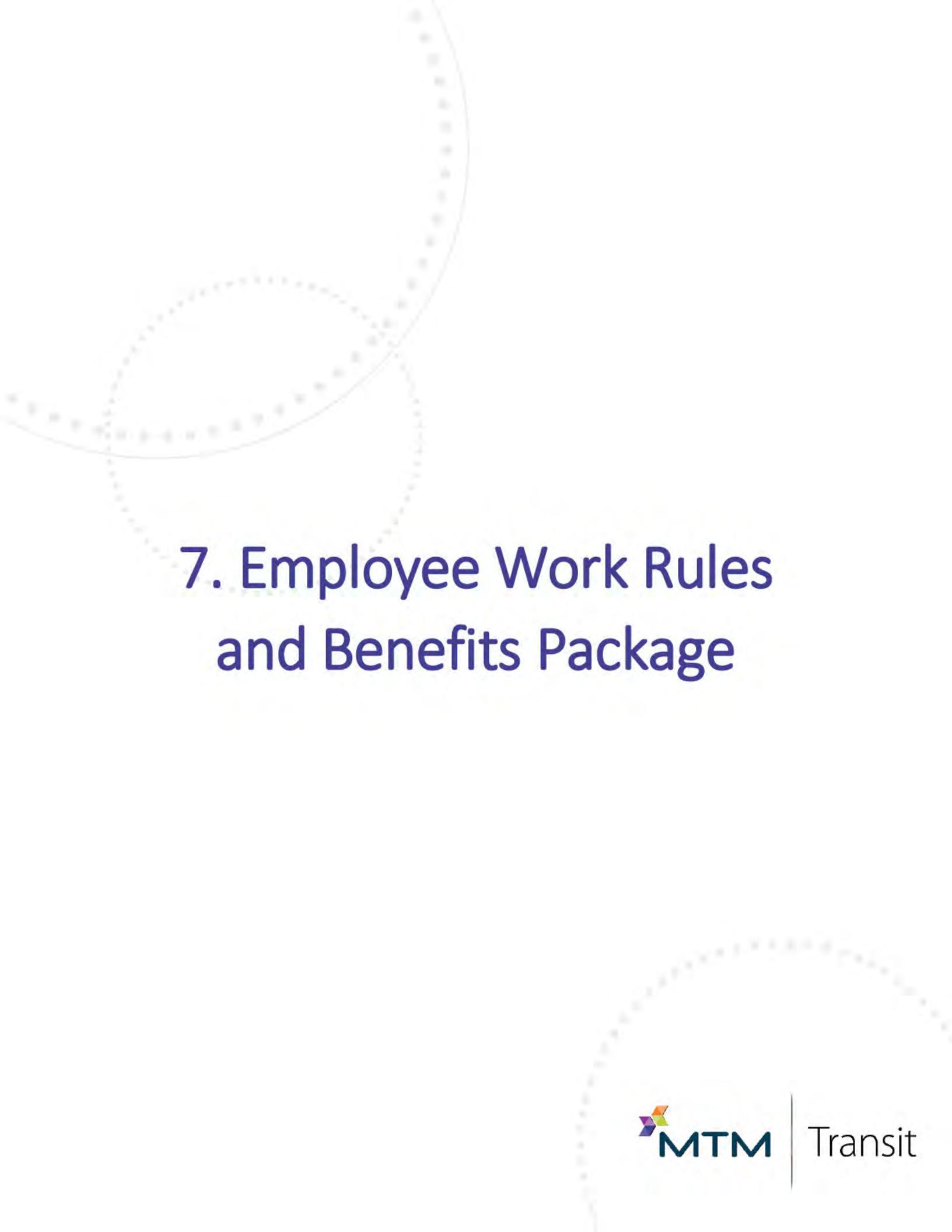
Submit a detailed breakdown of costs for all aspects of operation using Form K in Appendix D.

We are pleased to provide pricing to the City for TRACER fixed route, paratransit, and on-demand services. We based our pricing on our four years' experience operating the TRACER program, as well as the information provided in the RFP and addenda.

As the current contractor, MTM Transit knows the true cost of the program. Our proposal includes several program enhancements, including upgraded technology, increased staff, and new road supervision vehicles. We also increased wages for all employees, budgeting for imminent California minimum wage laws. Our proposed budget reflects MTM Transit's desire to be a transparent partner to the City; we priced the contract realistically, bearing the future of the TRACER program in mind. We look forward to improving and expanding TRACER services alongside the City during the new contract term.

MTM Transit would welcome the opportunity to discuss the details of our pricing and make adjustments if appropriate.

MTM Transit provided all forms from Appendix D, including Form K, under the ***Required Forms*** tab.



7. Employee Work Rules and Benefits Package

7. EMPLOYEE WORK RULES AND BENEFIT PACKAGE

Submit CONTRACTOR's specific work rules and benefit package that will be provided. Please include any incentive, motivational or awards program that you would provide.

EMPLOYEE SCREENING

MTM Transit's current operators meet the City's requirements; we will maintain compliance for any new operators hired. MTM Transit verifies all operators for the TRACER program meet all local and state licensing and regulations that exceed the federal standards. We review and maintain Motor Vehicle Reports and DOT pre-employment physicals before hiring any new operators to ensure they meet these standards. MTM Transit conducts MVR reviews and updated criminal background checks once every six months after hire. We will provide information on debarment status or certification regarding debarment, suspension, and other ineligibility and voluntary exclusion to the City, as applicable.

DRUG AND ALCOHOL PROGRAM

MTM Transit maintains an employee alcohol and substance abuse testing program for all employees in safety-sensitive positions, including personnel engaged in the operation, maintenance and repair, and control of TRACER vehicles and equipment. We perform pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of these employees.

MTM Transit's drug and alcohol testing policy complies with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including 49 CFR Parts 653 and 654, Drug Free Workplace Act, and Omnibus Transportation Employee Testing Act of 1991. We distribute a copy of our drug and alcohol policy to every employee, and maintain verification of receipt. MTM Transit has zero tolerance for positive results; we do not allow any employee with a confirmed positive drug or alcohol test to perform any work under the contract. We maintain test result documents in personnel files and make results readily available for inspection. MTM Transit will continue to send a monthly compliance letter to the County certifying compliance with the program.

EMPLOYEE CONDUCT

MTM Transit takes our responsibility to our contracted clients very seriously. We are committed to providing the highest levels of service in all of our delegated functions, doing so with the utmost integrity and understanding that we are in a position of public trust. We hold our employees to the highest standards both professionally and ethically.

MTM Transit's comprehensive Employee Handbook and Driver Manual outlines the standards of excellence to which we hold all of our employees. This manual addresses the expectations of professional conduct regarding appearance, attitude and customer service, appropriate communication and interaction with passengers, and personal media devices. Employees understand from their day of hire that they are a representation of both MTM Transits and the City, and as such they shall remain polite and professional at all times – including, to a certain extent, in their actions outside of work.

Employees must present a neat appearance, wearing uniforms specified by the City, and conduct themselves in a courteous and professional manner at all times. MTM Transit helps the City meet their overall goal for Disadvantaged Business Enterprise (DBE) participation by using Blue Goose Uniforms, a certified DBE, to supply staff uniforms.

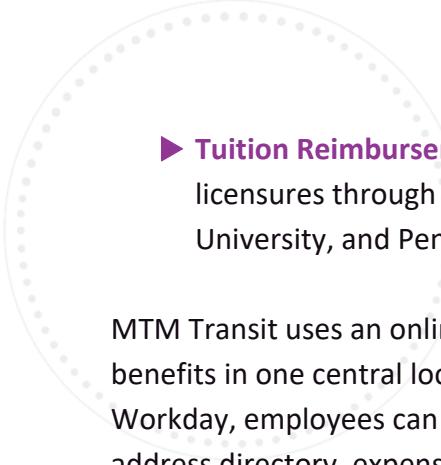
BENEFIT PACKAGE

MTM Transit offers an attractive benefits package that features a multi-tiered program of coverage options, enabling more employees to obtain coverage with greater flexibility in their choices. These benefits aid in employee recruitment, satisfaction, and retention. With a stable workforce and low turnover, the City and its passengers benefit. Satisfied personnel stay invested in the success of the contract and develop long-term knowledge of the program and passengers.

MTM Transit works closely with the Teamsters to comply with our collective bargaining agreement (CBA). Currently, our Tracy benefit package includes the following:

- ▶ **Medical Insurance:** All employees who work 30 hours a week or more are eligible for enrollment in MTM Transit's medical plans. Pre-tax deductions are available for coverage for employees and dependents. MTM Transit offers two plans.
- ▶ **Dental Insurance:** Employee pays 50% for coverage.

- ▶ **Life Insurance:** Employee's annual base salary rounded up to the next \$1,000 increment with a maximum benefit of \$250,000. Coverage reduces at age 65. MTM Transit pays 100% of benefit.
- ▶ **Vision Insurance:** 100% paid by the employee.
- ▶ **Long-Term Disability:** Plan provides 60% of an employee's pre-disability earnings, up to \$10,000 a month.
- ▶ **Optional Coverage, Voluntary Life Insurance for Employee, Spouse, and Children:** Employee can enroll in additional life coverage for self and/or eligible family members. Coverage reduces beginning at age 65.
- ▶ **Optional Coverage, Short-Term Disability:** Income replacement at 66.67% of weekly pre-disability earnings in the event that the employee cannot work due to an approved disability. Maximum of \$2,000 per week.
- ▶ **Optional Coverage, Hyatt Legal:** Pre-paid legal plan.
- ▶ **Optional Coverage, Allstate Insurance Plans:** Employee-paid coverage for critical illness, hospital indemnity, and accident.
- ▶ **Optional Coverage, InfoArmor:** Employee-paid coverage for identify theft protection.
- ▶ **Paid Time Off (PTO)/Vacation:** MTM Transit offers PTO accrual commensurate with seniority. Hourly employees receive an increase in PTO starting in year three of employment, and salaried employees receive an increase starting in year five.
- ▶ **Paid Sick Time:** Sick Leave is included in the MTM Transit's PTO accrual.
- ▶ **Retirement Savings, 401(k):** All full-time employees are eligible to enroll in the company-sponsored 401(k) after three months of employment. MTM Transit provides 100% matching for the first 3% set aside by the employee, and 50% match for the next 2%.
- ▶ **Holiday Pay:** Employees will receive seven paid holidays each year.
- ▶ **Bereavement Leave:** PTO of up to two business days, effective upon hire.
- ▶ **Uniform:** MTM Transit will supply full- and part-time employees with uniforms and identification.
- ▶ **Wellness Program:** Includes free flu shots and health screenings, weight loss program, and step contests.
- ▶ **Quarterly Safety Bonus:** Available to employees with no preventable incidents or accidents, and no valid customer- or service-related complaints.
- ▶ **Master Operator Program:** Three levels of recognition; develops operator skills and customer service abilities.
- ▶ **ASE Certification Bonus Program:** Technicians receive an annual bonus for each current ASE Certification, up to \$2000 at the ASE Master Technician level.



- ▶ **Tuition Reimbursement:** Provides reimbursement for education from certificates and licensures through doctorate degrees through Lindenwood University, Saint Louis University, and Penn State University Online.

MTM Transit uses an online platform, Workday, for our employees to manage their pay and benefits in one central location, either through a desktop version or a mobile app. Through Workday, employees can access pay stubs, tax documents, benefits information, an internal address directory, expenses, and more. They can also use Workday to track time off and make time off requests, change and view benefits election details, access MTM Transit's Code of Conduct and Employee Handbook, and view and change their personal information. This platform empowers employees to manage multiple aspects of their employment in one single location at any time.

EMPLOYEE RETENTION AND INCENTIVE PROGRAMS

MTM Transit incentivizes staff to operate vehicles as safely as possible, provide excellent customer service, and work for MTM Transit for the life of the contract. Ultimately, employees drive the success of the transportation program. By investing in our teams, we improve safety, service reliability, and quality. MTM Transit prioritizes our Tracy team members, which positively influences employee morale, attendance, and quality and consistency of service.

We focus on attracting and retaining strong, committed team members who improve our customer service. Across our book of business, MTM Transit has a low rate of employee turnover, which we maintain by providing:

- ▶ Competitive wages and benefits
- ▶ Stability of full-time employment
- ▶ Continuous recruitment efforts
- ▶ Referral bonuses for new employees
- ▶ Cross training for every position
- ▶ Advancement opportunities
- ▶ Company-provided uniforms
- ▶ Open door, employee-focused culture
- ▶ Effective initial and ongoing training
- ▶ Monthly employee recognition and awards
- ▶ Quarterly safety and customer service bonuses

Low turnover results in an experienced staff, continuity of service, fewer accidents and complaints, and operators who know their passengers well. Many of our operators have been providing rides to the same passengers for years. Interacting with the same operator on a regular basis puts our passengers at ease and provides the continuity of service they deserve.



MTM Transit showed the City our ability to retain employees when we began losing operators to a competitor in 2018. To address the issue, we offered a retention bonus of \$750 to all operators who stayed with MTM Transit until July 2019. We also leveraged temporary transfers from our Reno, Nevada operation to keep service running smoothly. Our approach helped control turnover, keep service running, and reward loyal operators, successfully mitigating the challenge before it became an issue for the TRACER program.

▲ MASTER OPERATOR PROGRAM

MTM Transit introduced the Master Operator program in 2019, which recognizes and further develops the skills, customer service, and potential of all operators at each of our locations. The Master Operator program is comprised of three levels:

- ▶ **First Level, Professional Operator:** Open to all existing and new operators.
- ▶ **Second Level, Advanced Operator:** One consecutive year of excellent service and performance.
- ▶ **Third Level, Master Operator:** Two consecutive years of excellent service, performance, and customer service and advanced certified operator qualifications.

The Master Operator program helps us to recognize our operators and helps us retain employees. At each level of advancement, we recognize operators in front of their peers and family members and provide vests of different colors to mark their achievements.

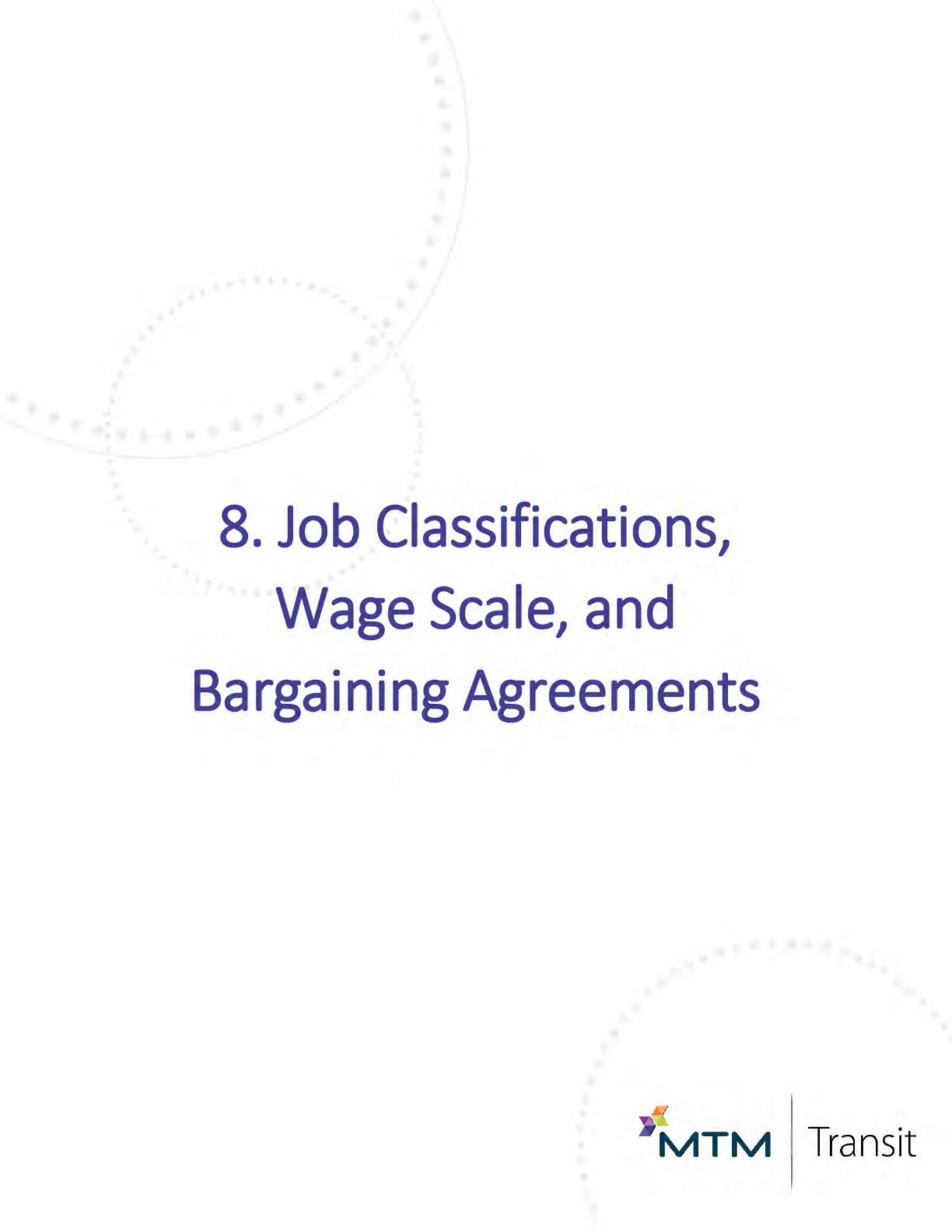
▲ WELLNESS PROGRAM

MTM Transit has the unique opportunity to leverage our affiliate MTM's extensive health and wellness resources. We provide a wellness program to all employees that is unmatched by our competitors. Overseen by MTM's Director of Corporate Wellness Chris Mileski, and guided by our Wellness Committee, MTM Transit's wellness efforts focus on prevention of illness and diseases and health improvement. We offer health related contests and activities throughout the year, including weight loss and step contests with cash prizes and other rewards.

Additionally, employees have the option to participate in activities such as walking and stair-stepping competitions; group walking, running, and biking clubs; free flu shots and health screenings; healthy eating initiatives; a company-sponsored online weight-loss program called Real Appeal; and company-sponsored races and community walks. We also offer a smoking cessation program called Pivot; over 200 employees of MTM and MTM Transit have successfully quit smoking since March of 2014.

HIGH 5 PROGRAM

MTM Transit's High 5 incentive program awards employees who demonstrate exemplary service with points, which they may redeem for merchandise and gift cards. It uses an online platform that also awards employees for milestones, including one year of employment, three years of employment, and five years of employment. Further, employees receive bonuses through the platform for referring successful job candidates, and receive an allotted number of points to recognize their colleagues.



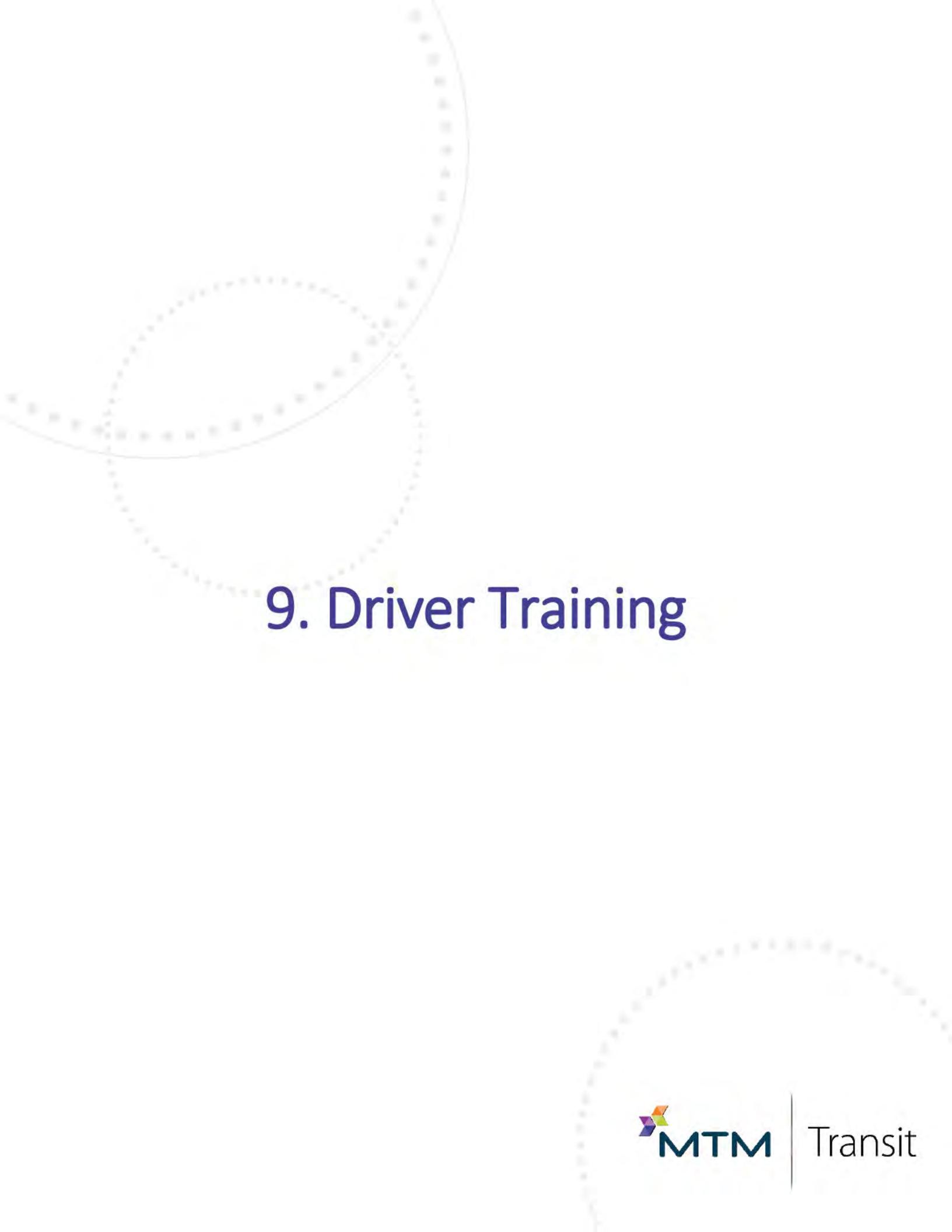
8. Job Classifications, Wage Scale, and Bargaining Agreements

8. JOB CLASSIFICATIONS, WAGE SCALES, AND BARGAINING AGREEMENT(S)

Submit a detailed breakdown of staffing, including job classifications, wage scales using Form L in Appendix D and provide disclosure of employee bargaining agreement(s).

MTM Transit submitted a detailed breakdown of staffing, including job classifications and wage scales using Form L in Appendix D as required. Form L is provided under the **Required Forms** tab. In compliance with the City's requirements, we compensate positions in compliance with the RFP.

MTM maintains a collective bargaining agreement (CBA) with the Teamsters union, with which we developed a positive relationship over the past four years for our labor force. We are currently negotiating with the Teamsters for the upcoming contract term. Their representatives state they look forward to working with us under another successful CBA for the new contract term.



9. Driver Training

9. DRIVER TRAINING

Submit a description of hiring and formal training programs for drivers and other employees. Identify training personnel and their experience relevant to this contract.

MTM Transit's proven curriculum familiarizes all MTM Transit staff with the duties of their position, and cross-trains each position to add a layer of redundancy and enhance each employee's knowledge of the program.

U *Another strength of MTM Transit over our previous provider is training and appearance. The drivers understand ADA regulations, how to properly operate the equipment and secure wheel chairs, and the drivers are always dressed in uniform and look and professionally. Our equipment repair costs are down nearly 50% over the previous vendor.* **M**

Louwana S. Oliva, Assistant General Manager
Centre Area Transportation Authority, Pennsylvania

Since assuming operation of the TRACER program in 2016, MTM Transit improved training for Tracy staff. For example, we designed a hybrid defensive driving course based on the defensive driving curriculums of the National Safety Council, TAPTCO's LLLC program, which exceeds the content of the individual programs. TAPTCO is an award-winning operator training program focused on changing behavior to avoid accidents, deliver professionalism, provide better performance, and keep operators and passengers safe. Our training focuses on superior customer service with an emphasis on empathy and the special needs of our passengers. We train operators on the safe operation of all vehicle types, wheelchair ramps, securement systems, and other equipment, as well as the secure collection and proper reporting of fares.

In addition, we made improvements to training with the following initiatives:

- ▶ Annual recertification training of operators
- ▶ More robust new-hire training program, with an additional 16 hours added behind-the-wheel training since contract inception
- ▶ De-escalation training and conflict resolution training added for all operators
- ▶ LLLC defensive driving program for all driving employees
- ▶ TAPTCO certification for trainers
- ▶ Location specific fixed route and paratransit training

- ▶ Additional DOT training for local management to obtain TSI certification and provide instruction to trainees
- ▶ Detailed safety training for all employees, including specific safety training for the maintenance team

OPERATOR TRAINING

MTM Transit trains each operator on the basics of driving, securement, and customer service, as well as reporting inefficient routing and identifying potential conflicts. Our operator training curriculum features:

- ▶ MTM Transit classroom manual
- ▶ Facilitator guides
- ▶ In person, one-on-one, and group trainings
- ▶ Participant guides
- ▶ Written tests
- ▶ Skills assessments

MTM Transit's training includes 96-hours of initial training, four hours of annual refresher training, and regular safety meetings. Initial training for new operators includes 56 hours of classroom training and 40 hours of Behind-the-Wheel training.

The following charts outlines MTM Transit's initial operator training curriculum.

Operator Training Curriculum	
Introduction, Classroom Etiquette, Service Area/Routes	4
Fundamental Safety Practices	4
Defensive Driving	8
Pre/Post Trip Inspections	2
Car Seat/Wheelchair Procedures	2
Emergency Procedures	1
Tablet/Radio Communication Procedures	3
Incident/Complaint Handling and Documentation	2
HIPAA Compliance	1
Workplace Harassment	1
Cell Phone and Distracted Driving	2
Railroad Crossing Procedures	1
Substance Abuse Training	1.5
Security Awareness/Terrorist Activity	1.5

Classroom Training

Operator Training Curriculum	
Employee Handbook Policy Training	2
Map and Manifest Reading and Comprehension	1
Blood Borne Pathogens	1
First Aid/CPR Certification	2
Sensitivity and Communication Course	16
Closed-Course Group and Individual Work	
Pre-Trip Inspections	1
Brake Use and Certification/Transmissions	1
Steering	1.5
Turns	1.5
Intersections	1
Backing	2
Lane Change	1
Service Stops	1
Paratransit Review	1
Road Work	
Pre-Trip Inspection	1
National Safety Council Defensive Driving	4
Steering	2
Turns	2
Intersections	2
Backing	3
Service Stops	2
Lane Change	2
Passenger Assistance Training (Hands-On ADA Compliance Training)	4
Parking and Pick-up Placement	2
Lift/Ramp Use	1
Final Evaluation	4
<i>Classroom Total</i>	56
<i>Behind-the-Wheel Total</i>	40
Total Operator Training Hours	96

For the TRACER program, MTM Transit's training also includes the following specific training:

- ▶ TRACER routes, schedules, and on-time performance standards
- ▶ City's transit system, including routes, stops, transfer locations with other agencies, key points of interest, and hours of operation
- ▶ City transit policies and regulations, including the Reasonable Modification policy, Paratransit service policies, Etiquette and Code of Conduct, ADA and Title VI
- ▶ Farebox training, fare transfer policies, and fare media accepted for TRACER services

▲ WHEELCHAIR SECUREMENT TRAINING

MTM Transit operators complete thorough initial training and quarterly checks on wheelchair securement and proper use of lifts and ramps. For initial training, we provide a stand-alone Q'Straint wheelchair securement station, and operators learn how to secure wheelchairs at the proper tethering points. We also use the station in quarterly securement refresher training to avoid removing vehicles from service.

▲ ONGOING TRAINING

All operators must attend a minimum of four hours of retraining every year, including refresher ADA training every six months, as well as two hours of annual safety training every two months. The training reviews defensive driving, passenger assistance, operational issues, and selected safety matters such as customer service, railroad crossing safety, and wheelchair securement. In addition, we reevaluate operators' safe driving habits, licensure, and credentials once a year in accordance with their date of hire. We require operators to renew license or credentials close to expiration.

MAINTENANCE STAFF TRAINING

Newly hired maintenance staff receive 40 hours of classroom training similar to the operator classroom training. In addition, maintenance staff receive one week of training on:

- ▶ Maintenance and repair of vehicles including air conditioning systems, electronic fare box, wheelchair lifts, cameras, and auxiliary equipment
- ▶ MTM Transit's Maintenance Manual and maintenance program requirements
- ▶ Shop and environmental policies, procedures, and safety
- ▶ Parts ordering and inventory procedures
- ▶ Protective equipment, fluid disposal, and environmental compliance
- ▶ ASE certification training

MTM Transit requires our maintenance staff to keep their ASE certifications up to date, and pays an annual bonus to each maintenance staff member who earns or renews his or her ASE certification. Our goal is to be an ASE Blue Seal Shop.

Additionally, maintenance personnel receive classroom refresher training and specialized training as needed to meet the requirements of the specific vehicles they maintain. We consistently identify and provide manufacturer-specific training for each client's vehicles, such as MGM or Haldex air brake certification, Thermoking HVAC training, etc.

RESERVATIONIST/DISPATCHER TRAINING

MTM Transit's reservationists and dispatchers complete 40 hours of the operator classroom training and 40 hours of training on topics included in **Figure 20**.

Reservationist/Dispatcher Training Curriculum

Training Topic	Focus Points	
Client Emergencies	► Passenger Illness ► Violent Passenger ► Disruptive Passenger	► Injured Passenger ► When to Call the Police
AVL	► Locating Vehicles ► Reviewing Operator Routes ► Locating Passenger Pick-up	► Locating Passenger Drop-Off ► Using AVL for Corrective Action
Passenger Calls	► Interacting With Callers with Speed, Courtesy, and Respect	► Minimizing Talk Times ► Transit Management Software
Dispatching	► Voice Dispatching ► Effective Routing ► Decision Making	► No Show Procedures ► No Pay Procedures ► Transit Management Software
Cancelling and Creating Trips	► Scheduling Trips ► Grouping Trips	► Moving Trips
Communicating with Operators	► Using the On-Board System	► Radio Procedures
Passenger Interaction	► Passenger Relations ► Disability Awareness ► Calming Irate Passengers	► Sensitivity Training ► Customer Service

Reservationist/Dispatcher Training Curriculum

Training Topic	Focus Points
Accident Procedures	▶ Notifying the City ▶ DOT Post Accident Drug and Alcohol Test
Reporting and Record Keeping	▶ Record Processing ▶ Reconciliation and Auditing ▶ Confidentiality and HIPAA ▶ Transit Management Software

Figure 20: Reservationist/Dispatcher Training. In addition to the operator classroom training, reservationists and dispatchers receive job-focused training.

ROAD SUPERVISOR TRAINING

Our Road Supervisor receive the same classroom and behind-the-wheel training as operators and 12 hours of annual refresher training. Additionally, road supervisors complete 20 hours of formal training on dispatching protocol and required supervisory paperwork and reports. As the end of each training day training, road supervisors must take a quiz covering that day's materials and score a minimum of 80%.

MANAGEMENT/SUPERVISOR TRAINING

We provide our management staff with various training opportunities, including:

- ▶ A Supervisor Training Guide for new managers serves as a reference
- ▶ Web-based online video training through the MTM Transit Training Center provides over 600 resources including leadership, management and supervision, coaching and counseling employees, team building, ethics, harassment, and various other human resources topics
- ▶ In-depth orientation and ongoing one-on-one coaching and mentoring by the individual's immediate supervisor/manager
- ▶ Minimum of two hours Reasonable Suspicion Training
- ▶ Two hours of Sexual Harassment Prevention Training every two years

MTM Transit managers complete three days of LEAD (Leadership Education and Development) training. Through a three-part series, LEAD training helps our leaders develop business, personal leadership, and transformational leadership skills. LEAD training also emphasizes MTM Transit's core values: deliver value, act with integrity, respect individuals, align with clients, and collaborate to innovate.

CUSTOMER RELATIONS AND SENSITIVITY TRAINING



All MTM Transit employees who have contact with the public participate in customer relations and sensitivity training. Whether operating a wheelchair lift or communicating with a person with cerebral palsy, we train our employees to treat passengers with the utmost respect. MTM Transit's Human Resources department has a series of online video courses to augment on-site training. These courses, which all

new employees complete, address sensitivity issues, particularly relating to individuals with disabilities, such as:

- ▶ Compliance is Just the Beginning: Three Steps to Ethical Decisions
- ▶ Removing Barriers to Healthcare
- ▶ Sensitivity Training: People With Disabilities
- ▶ M.E.E.T. on Common Ground: Speaking Up for Respect in the Workplace
- ▶ Sensitivity Training for Teamwork
- ▶ Effective Communications
- ▶ Diversity and Inclusion

Sensitivity training stresses appropriate interaction with people with disabilities, people of all sexual orientations, cultural and racial minorities, and the elderly. To customize training to the communities we serve, MTM Transit solicits information from passengers about specific topics we should address in our sensitivity training.

"The service is handy and the drivers are really nice. I have never experienced any problems. I love it!"

Danielle Myer, Passenger
LFPT, Lancaster, Ohio

CROSS TRAINING

MTM Transit's cross training program increases team members' understanding of each person's role in providing great service. Our operators spend time as dispatchers for a day, and our dispatchers accompany operators on their routes. By spending time in each other's work environments, team members gain a greater appreciation for their coworkers and the jobs they perform. This results in improved morale, more efficient collaboration between employees, and improved customer service.



10. Safety Security Programs and Risk Management

10. SAFETY, SECURITY PROGRAMS, AND RISK MANAGEMENT

Submit a description of the formal safety programs you intend to implement which will encourage safety in the operation of this system.

Since assuming operation of the TRACER program in 2016, MTM Transit has made a number of improvements to the safety, security, and risk management programs for the contract. For example, we put our Corporate Safety Management System (SMS) Plan in place, meeting FTA's new PTASP guidelines from MAP-21. We also maintain a local SMS Plan, as well as a Cal-OSHA compliant California Injury and Illness Prevention Plan. MTM Transit installed an electronic Safety Data Sheet (SDS) Hazard Communication program, which the Tracy team spearheaded in partnership with our corporate maintenance team.

MTM Transit holds all employees responsible for enforcing safety rules and complying with federal, state, and local regulations, in addition to those set forth by our clients. Our SMS Plan includes accident prevention, response, review and analysis; employee retraining guidelines and procedures; instructions for determining preventability of accidents using the National Safety Council (NSC) guidelines; a program for internal meetings to promote safety awareness; MTM Transit participation in safety-related organizations; and operator incentive provisions for safety. **Figure 21** highlights the key elements of MTM Transit's safety program.

Key Elements of MTM Transit's Safety Program

Hazard Identification, Prevention, and Control	► Incident Management and Investigation ► System Security ► Safety Audits	► Emergency and Disaster Plans ► Vehicle Inspections ► Safety Team ► Safety Reports and Forms
Operator Safety Programs	► Defensive Driving Program ► Fitness For Duty Evaluation ► Operator Refresher Training	► Customer Service Training ► Safety Bonuses
General Safety Programs	► Blood-Borne Pathogens ► Drug and Alcohol Awareness ► Ergonomics ► Fall Protection	► Fire Safety ► Right-To-Know ► Workplace Violence ► Fueling safety

Figure 21: Key Elements of MTM Transit's Safety Program. Safety is MTM Transit's top priority.

SAFETY AND RISK MANAGEMENT PROGRAM

MTM Transit's culture demands safe behavior at all times. MTM Transit:

- ▶ Has never been assessed any EPA violations
- ▶ Maintains 100% drug and alcohol program compliance
- ▶ Monitors each facility on a random basis for safety compliance

MTM Transit focuses on safety in all of our operations, and we assume full responsibility for assuring the safety and security of passengers, personnel, vehicles, and equipment. We comply with all applicable laws and OSHA requirements, and provide the City with copies of annual state vehicle and equipment inspections, safety compliance reports, and any pull notices conducted as part of a program to monitor employee operator's license activity. MTM Transit requires all operators, dispatchers, and supervisors to participate in our safety program.

Our formal safety and accident prevention program includes safety meetings, safety incentives, and comprehensive initial and ongoing safety training. We keep all employees apprised of our daily, weekly, monthly, and annual performance with highly visible safety boards and safety performance messages. In all meetings, we set aside time to discuss our ongoing safety and customer service performance. Our employees continually see and understand the importance of safety and excellent customer service and our vision to be the best transit provider and how we are performing to that vision.

Safety Efforts

MTM Transit creates safe operations through risk control, effective training, forming Safety Committees, conducting safety blitzes, and providing safety bonuses, as described below.

- ▶ **Safety Committee and Monthly Safety Meetings:** During meetings, attendees discuss safety issues and recent incidents/accidents, and the committee chooses candidates for the monthly safe driving awards. We record all of the meetings and absent employees are required to watch or listen to the recording prior to the next meeting. The Safety Committee also reviews all accidents and incidents and determines preventability.
- ▶ **Safety Blitzes:** As part of our commitment to making safety an integral part of our everyday culture, MTM Transit conducts regular safety blitzes. We have found them to be an effective way of keeping employees engaged and making safety fun and enjoyable. Blitzes include random pullout checks, hourly radio reminders, or stand-up meetings that enforce safety messages. During some of our past safety blitzes, we placed notes in different parts of vehicles that operators can redeem for cash or gifts when they discover them during the pre-trip inspection. We also use "safety SWAT teams" where managers from different locations come to ride vehicles, talk about safety, and provide feedback.

► **Quarterly Safety Bonus:** MTM Transit rewards operators who complete each quarter with no absences, no substantiated complaints, and no preventable accidents. We use the following qualifying criteria to evaluate safety performance each quarter:

- Employees must have no preventable accidents or preventable incidents
- Must attend all scheduled safety meetings
- All scheduled shifts must be performed and completed
- No valid customer or service-related complaints (this includes employee discipline)

We pay the quarterly safety bonus as follows:

- 50 points (equal to \$50) for full-time qualified employees
- 25 points (equal to \$25) for part-time qualified employees

At the end of the quarter, MTM Transit deposits points into the employee's account for redemption. In addition to the operator awards, employees may also earn High 5 points for participating in wellness activities, achieving a service anniversary milestone, and referring individuals for employment. Employees may redeem points immediately, or accumulate them over time for larger items and gift cards.

Zero Accident Philosophy

MTM Transit chose Zero Accident Philosophy (ZAP) as our safety theme in 2020 to increase employee buy-in and commitment on safety and support our new SMS Safety Plan. Each MTM Transit employee signs a ZAP commitment letter, signaling their agreement to follow our safety procedures in an effort to eliminate accidents and injuries. We rolled out ZAP internally in June 2020, with a contest among our locations for the best ZAP-related safety blitz. MTM Transit recognizes our top performing managers for their commitment to safety with a monthly ZAP Manager Award. We recognize each winner with a picture and story on CORE, our internal online news site, as well as a certificate of recognition and a gift certificate.

As previously mentioned, General Manager Mark Frailey earned the ZAP Manager Award in August 2020.



General Manager Mark Frailey, ZAP Manager, August 2020

SMS Ambassador Program

Another program we introduced in 2020 is our SMS Ambassador Program. Employees who volunteer for this position serve as safety champions for our organization. SMS Ambassadors wear a badge on their uniforms, shown at right, to identify them to all employees. They:

- ▶ Work with other employees to identify safety concerns, hazards, and issues
- ▶ Support newly hired employees by helping mentor them and answer questions
- ▶ Communicate safety concerns and issues to other employees and help address them at safety meetings
- ▶ Provide feedback to their location at monthly safety meetings in front of their peers
- ▶ Present a program related to safety prevention at a location safety meeting



The role of SMS Ambassador is another way we empower our employees to take ownership of safety, and to ensure it is truly an integral part of all our everyday operations.



11. Performance Monitoring and Quality Control Program

11. PERFORMANCE MONITORING AND QUALITY CONTROL PROGRAM

Submit a list of CONTRACTOR's performance monitoring measures and program, including operations and maintenance. Describe the quality control program of the CONTRACTOR.

MTM Transit is committed to providing high quality service in Tracy. Under MTM Transit's management, every route starts on time, and we safely maintain schedules throughout the day. Our ability to balance system productivity requirements with courteous, passenger-friendly service allows us to maximize available transportation resources in each of our contracts.

General Manager Mark Frailey and his team monitor schedule adherence, efficient run coordination, on-time performance, clear communication between dispatch and vehicles, quality customer service, and safe work habits. Every department in the operation impacts on-time performance. Mark coordinates with managers and their teams to deliver quality services using the following methods:

- ▶ **Dispatch:** Confirm operator and supervisor shifts are covered, including extra-board and standby operators to assist with absences, peak-hour capacity issues, extra board operators, when not assigned a route; help pre-trip vehicles and assist in rollout to get operators to their vehicles on time
- ▶ **Maintenance:** Provide a daily fleet list before morning roll out so there is no confusion about which vehicles are available; maintain maximum fleet availability at all times
- ▶ **Road Supervisors:** Assist with peak roll out in the yard to maintain accurate pre-trip inspection logs; ensure each route leaves the yard on time to make the first scheduled stop on time; maintain a run pullout log to record operators scheduled for each run, scheduled extra board operators, and the hours each are available
- ▶ **Human Resources:** Recruit and provide qualified employees to fill any open roles; when the team is fully staffed, provide retraining, coaching, and advanced learning to the existing workforce; follow up with new employees to make sure they are progressing as required; and establish a positive culture with new employees
- ▶ **Management:** Monitor each aspect of the location to provide the highest levels of safety, customer service, and efficiency each day; develop and execute action plans to correct any problems as soon as possible
- ▶ **Operators:** Perform routes safely and on time with the highest levels of courtesy; communicate any issues as they arise; ask for assistance as needed; report service issues or route feedback information so action may be taken if needed

In addition, under the new contract term, MTM Transit will use Reveal to hone in on key data and statistics regarding efficiency, timeliness, and other performance standards. This will provide MTM Transit and the City insight into program successes and opportunities, and serve as a guide that checks and balances operational activities.

MTM Transit will meet the City's standards for fixed route and paratransit service, as outlined in **Figure 22**.

Fixed Route Service

- ▶ 95% on-time scheduled departures, \leq 5 minutes late leaving from any timed stop
- ▶ 0% early scheduled / timed departures
- ▶ 0% missed trips
- ▶ $\geq 100,000$ miles between accidents
- ▶ ≤ 1 complaint for every 5,000 fixed route passengers
- ▶ ≥ 5 primary vehicles every day and one back-up

Paratransit Service

- ▶ 95% of passengers picked up $+$ $-$ 10 minutes of scheduled pick up time
- ▶ 0 passengers pick up ≥ 30 minutes after the scheduled pick up time
- ▶ Contact passengers 15 minutes prior to scheduled pick up to advise if the route is on time, or how late the route is
- ▶ Use appropriate securements with each passenger; operators must notify dispatch immediately if a passenger refuses securements
- ▶ ≤ 1 complaint for every 2,000 paratransit passengers
- ▶ $\geq 40,000$ miles between accidents
- ▶ Train employees who interact with paratransit customers on ADA requirements for interacting with individuals with disabilities
- ▶ Train operators on the appropriate use of securements
- ▶ Give ADA certified individuals priority service, accommodating seniors and other passengers on a space available basis
- ▶ Comply with all other City policies

Figure 22: Performance Standards. MTM Transit will continue to meet all TRACER performance standards for fixed route and paratransit service.

If MTM Transit cannot or does not meet any of the City's standards, we present a plan to remedy the issue with our monthly reporting package.

CUSTOMER SERVICE AND COMPLAINT RESOLUTION

MTM Transit cares deeply about the level of service we provide. We provide courteous, prompt attention to consumers' needs through selective hiring, comprehensive initial and ongoing training, rigorous driver credentialing, and thorough performance monitoring. We investigate and respond to all complaints and comments regarding TRACER service. We have a strong history of maintaining low passenger complaint rates and know how to solicit appropriate feedback, track complaints, determine underlying issues, and resolve problems.



MTM Transit has successfully reduced complaints over the course of our operations in Tracy, with 9 complaints/month in 2018, 7.5 complaints per month in 2019, and only 0.58 complaints per month in 2020.

In the event an issue does arise, we are often able to address passenger concerns within a few minutes on the first phone call by reviewing specific trip data. If this is not sufficient to address the passenger's concern, we begin investigation immediately.

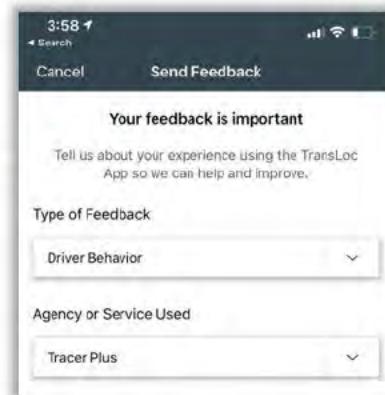
Specifically, MTM Transit follows the process below to investigate and resolve complaints for the TRACER program:

- 1. Complaint Receipt:** If a passenger wants to report a complaint, they can call MTM Transit and one of our reservationists log the complaint on the complaint form, and provides copies of the form to General Manager Mark Frailey and the City of Tracy.
- 2. Initial Investigation and Complaint Meeting:** Mark assigns each complaint to a supervisor for investigation. The supervisor contacts the passenger to confirm the information, then reviews pertinent manifest data, and interviews staff as appropriate. The supervisor also pulls dispatch records, data, and reports to help determine the complaint's root cause(s).
- 3. Additional Investigation:** Based on the complainant interview or witness accounts, the supervisor may review vehicle maintenance records, on-board camera footage, and the operator's personnel file.
- 4. Remedy Exploration:** If a complaint is the result of a preventable action on the part of an employee, the supervisor proposes re-training and/or disciplinary action to Mark.
- 5. Discussion of Remedy:** Mark reviews the proposed resolution with the City to ensure compliance with all service policies and procedures, and notifies the complainant of any remedy or remedies put into effect.

6. **Resolution:** Resolution occurs when Mark and the City determine and understand the cause of the problem; our team takes action to prevent the problem from recurring; and the complainant is satisfied with the resolution.
7. **Notification and Documentation:** The supervisor or Mark contacts the passenger to let him/her know of MTM Transit's resolution and actions. We provide a copy of the completed and resolved complaint to the City, and retain a copy for our records.

We understand the City would like a more streamlined approach to complaint receipt, investigation, and resolution. During the solicitation period, we researched options MTM Transit can implement for the TRACER program under the new term. Based on our research, we propose using the City's GoGov Citizen Request Management (CRM) product; our team contacted GoGov, who confirmed the City could use this product for the transit operations at no additional cost. MTM Transit currently uses this product for complaints in our Livermore Amador Valley Transit Authority (LAVTA) contract, and our Operations Manager Benjamin Sanchez has experience working with this product. With this experience, Benjamin and our LAVTA team could easily train our Tracy staff on how to use the product to receive and document complaints. This approach would give the City one central location for complaint reporting and documentation.

Another option for the City is for MTM Transit to receive and manage complaints through the respective software for TRACER services. Fixed route and on-demand passengers can provide feedback, including complaints, using the TransLoc app, as shown right. The app collects the passenger's email address with the feedback, so MTM Transit staff can follow up as necessary.



Similarly, MTM Transit can use Reveal to manage complaints, as we do in our Reno, Nevada program. In Reveal, any team member can enter a customer service ticket. The ticket ties to the specific passenger and trip. Once our staff enter the complaint details, Reveal automatically sends an e-mail with the complaint details to a designated distribution team, who can begin investigation and resolution.

Reveal makes it easy for staff to view open, pending, or closed complaints/accommodations; add notes or change the status of a complaint; and download a complaint report showing complaint type, date created, date closed, passenger/trip, and complaint details.

Regardless of the option the City selects, MTM Transit will be able to better address and investigate complaints regarding the paratransit service with Reveal. We can view a map of the trip, confirm actual pick-up and drop-off times, view the route the operator used, and confirm details such as speed traveled. We can confirm whether the operator was at the correct location, correct entrance, and the time they arrived and departed. We can also determine if the operator made an un-authorized stop along the way. MTM Transit can tie trip details from Reveal to the complaint for documentation, training, and corrective action purposes.

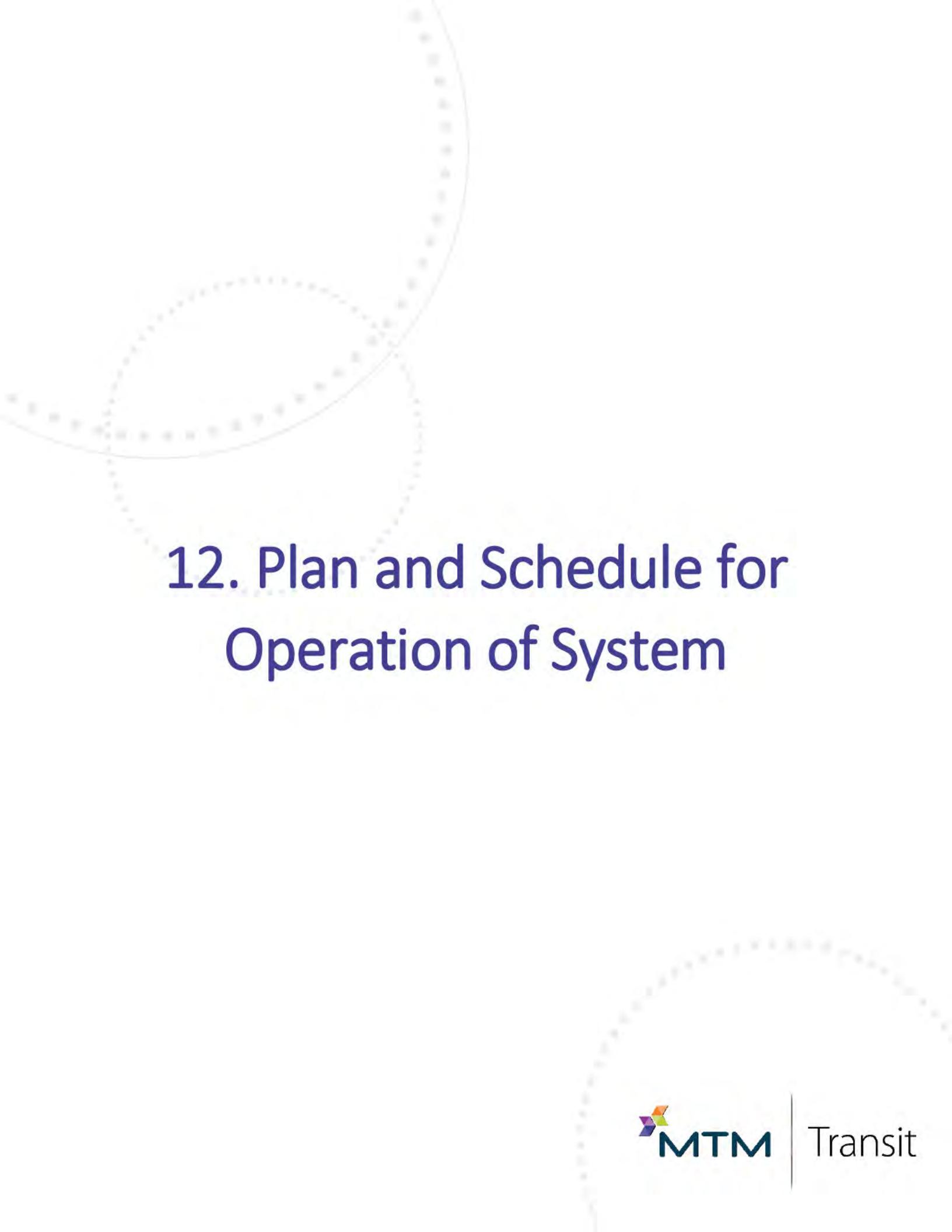
As a testament to our commitment to customer service, we offer safety and customer service bonuses to all operators who complete each quarter with no preventable accidents and no absences or substantiated complaints. These bonuses encourage operators to be exceptionally aware of safe driving and quality customer service at all times. We also offer Operator of the Year performance awards.

IMPROVING PROFESSIONALISM

In answers to questions, the City indicated they would like to see improved professionalism in the TRACER program. MTM Transit strives to provide courteous, prompt attention to passengers' needs through selective hiring, comprehensive initial training, performance monitoring, and periodic refresher training. We expect our staff to act in a friendly, professional manner, and represent the service positively through their actions and appearance. Under the new contract, all employees will receive new uniforms rebranded from Ride Right to MTM Transit; the City has already approved the new uniforms.

MTM Transit's comprehensive Employee Handbook outlines the standards of excellence to which we hold all of our employees. This manual addresses the expectations of professional conduct regarding appearance, attitude and customer service, appropriate communication and interaction with customers, and personal media devices. All MTM Transit employees must acknowledge receipt and review of the Employee Handbook and Code of Conduct in our online platform, Workday, upon hire and annually thereafter.

We communicate to employees from their day of hire that they are a representation of MTM Transit, the City, and the TRACER program, and as such they shall remain polite and professional at all times – including, to a certain extent, in their actions outside of work. During implementation, our local management team, along with our Regional Vice President Scott Transue, will meet with the City to discuss any concerns about MTM Transit staff professionalism so we can address these as soon as possible. We will conduct retraining as needed, and reiterate our expectations to all staff to make sure we perform at the level the City desires going forward.



12. Plan and Schedule for Operation of System

12. PLAN AND SCHEDULE FOR OPERATION OF SYSTEM

Submit a detailed plan and schedule for the operation of the system. This should include all activities necessary for Fixed Route and Paratransit operations.

As the current contractor, MTM Transit will not need to devote time or resources to implementation for the new contract, and the City of Tracy will not experience the inconvenience of switching to a new provider. This also means passengers will continue to receive the same high-quality transportation they expect from MTM Transit drivers.

As the City's TRACER vendor for the past four years, MTM Transit can forego a number of implementation activities, including:

- ▶ **Hire staff:** MTM Transit has a trained, dedicated, and qualified team employees who are familiar with all services provided by TRACER and connecting agencies, and currently provide the required services
- ▶ **Establish a maintenance facility:** MTM Transit has established maintenance facility in Tracy, with existing infrastructure and equipment to continue providing compliant maintenance on all vehicles
- ▶ **Obtain business license:** MTM Transit has a business license from the City of Tracy
- ▶ **Develop relationships with the Tracy community:** Over the past four years, MTM Transit has built solid relationships with the City, and the Tracy community; passengers know and trust our staff
- ▶ **Create compliant policies and procedures:** MTM Transit has an extensive library of policies, procedures, and materials, approved by the City, that guide our TRACER operations

With the appropriate program framework, personnel, and maintenance facility in place, MTM Transit can focus on implementing the updates to the TRACER program detailed in our proposal, including:

- ▶ Transitioning to Reveal RSD software for paratransit service, and TransLoc for fixed route service, and introducing new passenger trip management options
- ▶ Implementing Trackit software for electronic road supervision recording and DVI forms
- ▶ Acquiring new road supervision vehicles, including two electric vehicles
- ▶ Promoting and training Serena Yniguez for the Safety / Training Manager position
- ▶ Hiring a Fueler/Washer to perform cleaning and sanitization for the fleet
- ▶ Working with the City to select and implement technology for enhanced complaint management and documentation

The draft Implementation Plan in **Appendix A** outlines MTM Transit's proposed approach for implementing our program upgrades and enhancements for the new contract term.

If necessary, MTM Transit will help transition the contract to a new vendor. We will comply with turnover of historical data and maintenance audit and ensure all vehicles are up to date with preventive maintenance for an orderly turnover.



13. Road Supervision

13. ROAD SUPERVISION

Submit a description of the formal procedure and schedule for road supervisory personnel, including vehicles for use and monitoring of service. Describe any other functions which will be assigned to road supervisors.

MTM Transit closely manages on-street operations through road supervision. Road supervisors are present during all hours of operations to oversee on-street operations, timeliness, dispatch, and roll-outs. Road supervisors also periodically evaluate operators during in-service evaluations (ride-alongs), as well as investigate and report on all incident/accidents; assist in emergency management situations; monitor and record daily work status of operators; transport passengers in the event of a breakdown; conduct initial and ongoing training for staff; perform operator evaluations; and provide coaching to employees as needed.

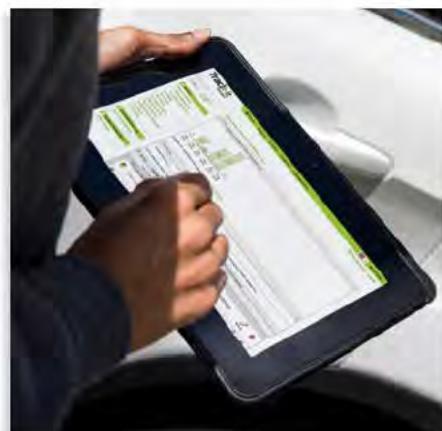
During on-street monitoring and spot inspections, road supervisors evaluate:

- ▶ On-time performance
- ▶ Operator assistance
- ▶ Operator and vehicle appearance
- ▶ Wheelchair securement systems condition and use
- ▶ Wheelchair lift condition and operation
- ▶ Driving habits
- ▶ Review of camera system footage
- ▶ Knowledge of service area and routing
- ▶ Safety equipment
- ▶ Compliance with California motor vehicle regulations



*For the new contract term, we will document all road supervision activities **electronically on tablets equipped with Trackit software**. In addition to the benefit of paperless records, this also allows us to **track and trend operator behavior**.*

Trackit provides paperless digital tools to collect, track, analyze and act on the personnel data generated by our operation. Road supervisors will collect ride evaluations, accident reports, and other types of personnel data into Trackit using tablets. This software provides digital checklists, observation forms, digital training evaluations, and assessment forms for seamless recordkeeping and reporting during road supervision.



It compares and compiles risk factors for operators and provides customizable alerts to show when vehicles leave designated locations or are used without authorization. Trackit has other unique features, including providing a bird's-eye view showing the entire fleet with interactive maps, breadcrumb trails, and the ability to locate the nearest vehicles to a given point. It can also map high traffic areas, narrow roads, and accidents locations on Google Maps. Trackit ties all accident reports and pictures together in one record that is stored electronically. The software integrates with other databases and provides high level reporting without separate audits.

Because the Trackit Manager module is designed around the core skills from our TAPTCO new-hire training program and operator behaviors, it supports our foundation of safe performance. Trackit increases efficiency for supervisors, identifies areas to improve driving skills, and reduces preventable accidents and complaints. Our executives have extensive experience using Trackit, and we will optimize its use for the City to collect, track, analyze, and act on the data generated during road supervision activities.

Trackit stores all information in a secure environment, completely backed-up and safe from server crashes or other emergencies. Only authorized staff can access information.

SCHEDULE

Figure 23 shows a sample schedule for the TRACER program. As shown, we staff a road supervisor during all hours of operation.

Position	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Dispatch 1	OFF	5:00- 13:30	5:00- 13:30	5:00- 13:30	5:00- 13:30	5:00- 13:30	OFF
Dispatch 2	OFF	11:30- 20:00	11:30- 20:00	11:30- 20:00	11:30- 20:00	11:30- 20:00	OFF
Dispatch 3	7:00- 15:30	6:00- 14:30	6:00- 14:30	6:00- 14:30	OFF	OFF	4:30- 13:00
Dispatch 4	14:00- 22:30	12:00- 20:30	OFF	OFF	6:00- 14:30	6:00- 14:30	10:00- 18:30
Dispatch 5	OFF	OFF	12:00- 20:30	12:00- 20:30	12:00- 20:30	12:00- 20:30	15:30- 00:00
Road Supervisor 1	OFF	5:00- 13:30	5:00- 13:30	5:00- 13:30	12:00- 20:30	12:00- 20:30	OFF
Road Supervisor 2	7:00- 15:30	8:00- 16:30	OFF	OFF	5:00- 13:30	5:00- 13:30	4:30- 14:30
Road Supervisor 3	14:00- 22:30	12:00- 20:30	12:00- 20:30	12:00- 20:30	OFF	OFF	14:30- 00:30

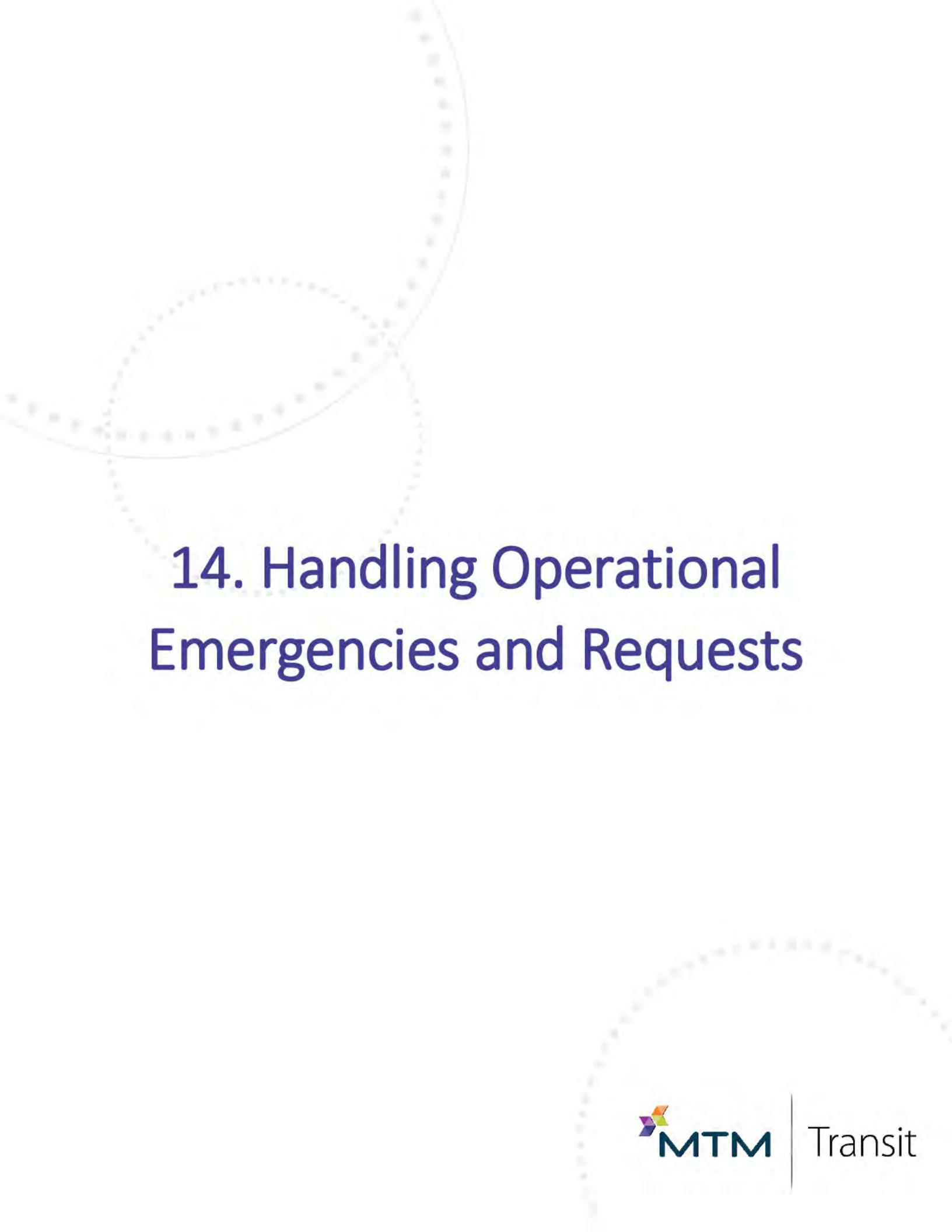
Position	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Reservationist 1	OFF	06:30- 14:00	06:30- 14:00	06:30- 14:00	06:30- 14:00	06:30- 14:00	OFF
Reservationist 2	OFF	10:00- 17:00	10:00- 17:00	7:30- 12:30	7:30- 12:30	10:00- 17:00	OFF
Reservationist 3	10:00- 18:30	12:00- 19:45	12:00- 19:45	13:30- 19:15	OFF	OFF	OFF
Reservationist 4	OFF	OFF	OFF	14:00- 19:45	14:00- 19:45	14:00- 19:45	10:00- 18:30

Figure 23: Sample TRACER Schedule. MTM Transit staffs a road supervisor during all hours of operation.

▲ VEHICLES

For the new contract, MTM Transit will provide three new vehicles, including two electric Nissan Leafs and one accessible Braun Entervan, for road supervision and driver shuttling, as required by the City and detailed on [page 48](#). These vehicles meet the City's requirements, including:

- ▶ Less than five years old
- ▶ Display TRACER logo and “Road Supervisor” on the sides of the vehicle
- ▶ Four door vehicle
- ▶ One vehicle is ADA accessible



14. Handling Operational Emergencies and Requests

14. HANDLING OPERATIONAL EMERGENCIES AND REQUESTS

Submit a description of practices used by the CONTRACTOR in handling routine emergencies. Submit a description of the CONTRACTOR's approach to responding to requests for changes in service such as service refinements associated with start-up.

BREAKDOWNS AND DELAYS

In the event of a vehicle breakdown or issue that may delay service, the operator immediately notifies dispatch, and the dispatcher works with the operator to address the issue. If needed, the dispatcher coordinates with the maintenance staff to resolve the issue quickly and safely to get passengers back on schedule. If necessary, a road supervisor or an extra board operator drives a replacement vehicle to the scene so the route may continue as planned. We pre-trip standby vehicles ready each day so they may be deployed the event of a breakdown or accident.

The road supervisor fills out a Road Call Report Card each time we respond to a road call or has to exchange/replace a vehicle due to a problem. The Maintenance Manager signs off on all of these cards, enters the information into Cetaris Fleet Assistant fleet management software, and files each report card in the vehicle file.

ACCIDENTS/INCIDENTS

Although MTM Transit's safety and NTD AFR records are historically low, we understand that accidents are a part of transportation service, and we have procedures to prevent, investigate, and rate accidents within our Safety Management System (SMS) Plan, as described in [10. Safety, Security Programs, and Risk Management](#) on page 75. Our safety team uses the National Safety Council (NSC) definition of preventability, as well as NSC guidelines for accident response and investigation.

In the event of an accident or incident during contracted service hours, MTM Transit follows a clear process:

1. The driver immediately reports the accident/incident to the dispatcher. The dispatcher notifies the proper responding authorities and the manager on duty. The manager reports the accident/incident to the City and MTM Transit safety personnel, including Director of Safety Administration Tom Greufe.

2. MTM Transit employees follow written protocol to secure the scene and interact with passengers and emergency personnel.
3. A road supervisor (or the Safety/Training Coordinator) responds to the accident and determines the cause and extent of damage and injury. They review accompanying camera footage and complete all required paperwork.
4. MTM Transit conducts post-accident, safety-sensitive employee drug and alcohol testing as appropriate.
5. MTM Transit thoroughly debriefs the operator and passengers as necessary.
6. MTM Transit's Safety Committee conducts an investigation on the accident/incident and makes a determination of preventability.
7. MTM Transit provides a written accident report to the City.
8. We counsel or retrain the operator as appropriate depending on test results and investigation findings.
9. If necessary, MTM Transit removes the damaged vehicle from service for prompt repair.

MTM Transit provides transparent accident and injury data to the City at all times. We store investigation findings electronically so we can provide records to the City upon request. We also provide all accident and injury details and analysis to the local team in a daily update, so we can work together to avoid future incidents.

MTM Transit's executive safety team also tracks and reviews accidents/incidents in all of our locations. If MTM Transit experiences a major accident, the entire MTM Transit executive team reviews so we can adjust operations, safety precautions, and training to across all our locations as necessary.



15. Insurance Coverage

15. INSURANCE COVERAGE

Provide a statement indicating insurance coverage by type and dollar amount and loss history for a five year period. Minimum insurance requirements are specified in the body of this document.

MTM Transit will provide insurance coverage as required by the RFP, including:

- ▶ Automobile insurance throughout the duration of any agreement with the City, for revenue and non-revenue services, to cover MTM Transit, its agents, representatives and employees in connection with the performance of services at the minimum levels
- ▶ Professional liability coverage to cover damages that may be the result of errors, omissions, or negligent acts of MTM Transit, in the amount no less than \$2,000,000 per occurrence
- ▶ Workers' Compensation coverage as required by the State of California

MTM Transit is insured through Lockton Companies, which is authorized by the Insurance Commissioner of the State of California to transact insurance business in the State of California.

The City can view copies of our insurance certificates in the following section, **16. Insurance Certificate.**



16. Insurance Certificate

16. INSURANCE CERTIFICATE

Submit proof of ability to obtain insurance as specified in the Section 6 of the attached draft agreement. This proof shall take the form of a current certificate of insurance. If the certificate does not cover the requirements as specified in the draft agreement, verification of availability of required insurance to the CONTRACTOR shall be provided in the form of a letter of confirmation from the proposer's insurance broker.

The City can review MTM Transit's insurance certificates on the following pages.



CERTIFICATE OF LIABILITY INSURANCE

9/30/2021

DATE (MM/DD/YYYY)

2/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED 1429817 MTM Transit, LLC 635 Maryville Center Drive St. Louis MO 63141		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Old Republic Insurance Company	24147
		INSURER B : Starr Specialty Insurance Company	16109
		INSURER C : Gemini Insurance Company	10833
		INSURER D : Ironshore Specialty Insurance Co	25445
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 17370586

REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD_WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	N	MWZY 315840 20	9/30/2020	9/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 5,000,000 \$ 100,000 \$ 5,000 \$ 5,000,000 \$ 5,000,000 \$ 5,000,000 \$
	GENL AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER								
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY	SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	N	MWTB31583920	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 5,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
C	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$0		N	N	GVE100257401	9/30/2020	9/30/2021	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	100 0004366, 100 0004367 100 0004370, 100 0004371 100 0004372	9/30/2020	9/30/2021	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	OTH- ER \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
D	Miscellaneous Professional Liability		N	N	PEO900463-01	9/30/2020	9/30/2021	\$5,000,000 Limit of Liability \$5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ANSWER 101, Additional Remarks Section(s) may be attached if more space is required)
Auto Policy applies for passenger transport contracts where MTM Transit provides actual transport services. Miscellaneous Professional Liability: Claims made. Retro Date 7/14/2010, \$250,000 SIR applies per claim. Miscellaneous Professional Liability is not included under Excess Liability. The City, including its elected officials, officers, employees, agents, and volunteers are additional insured on a primary and non-contributory basis if required by written contract under general liability and automobile liability per the terms and conditions of the policies.

CERTIFICATE HOLDER

CANCELLATION See Attachment

17370586
DRAFT - City of Tracy
333 Civic Center Plaza
Tracy CA 95376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

REPRESENTATIVE

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DRAFT - City of Tracy
333 Civic Center Plaza
Tracy CA 95376

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17370586**.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

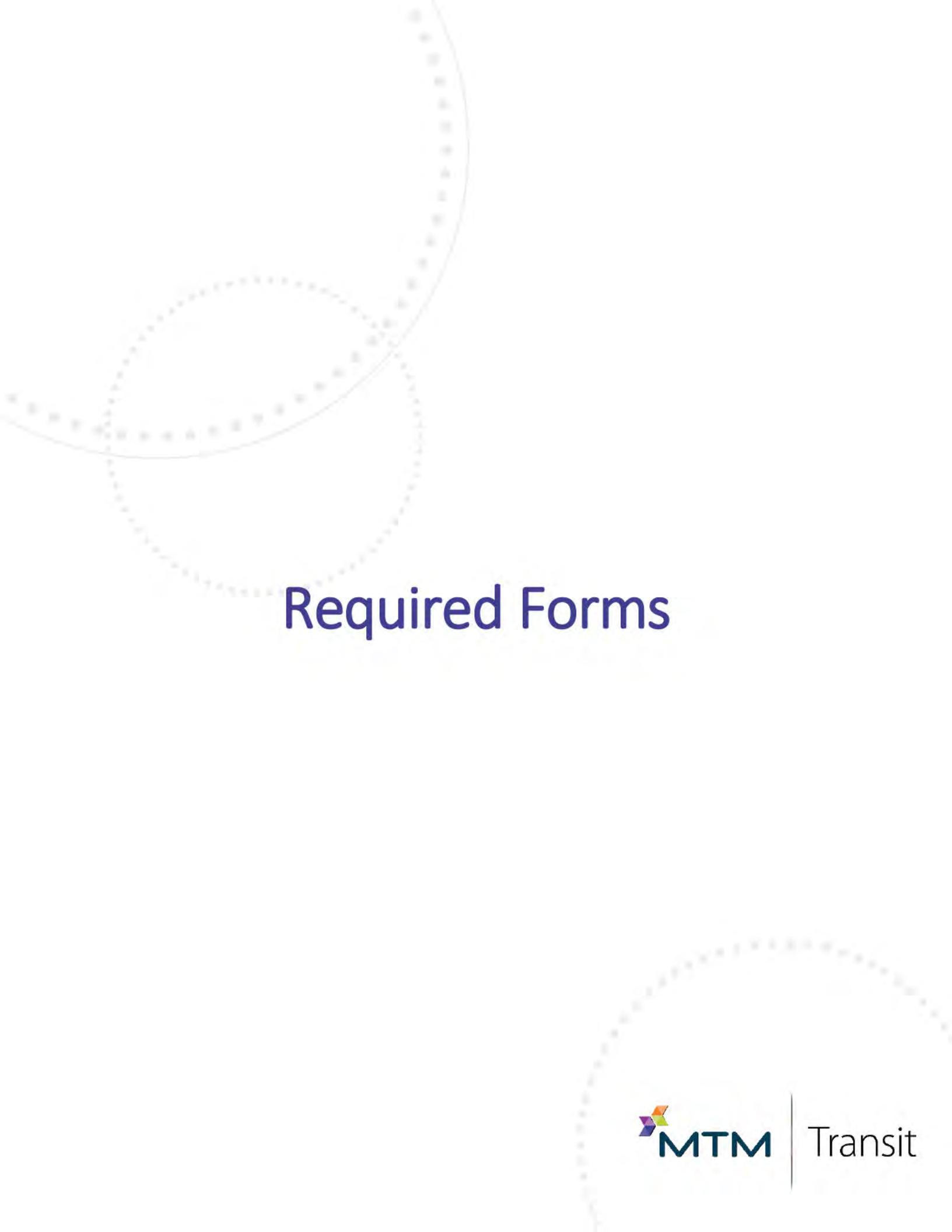
If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies



Required Forms



Transit

Appendix D – Required Forms

Form A

ADDENDUM RECEIPT

MTM Transit, LLC (CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # 1

Signature Alaina Nacia

Addendum # 2

Signature Alaina Nacia

Addendum # 3

Signature Alaina Nacia

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Signature Alaina Nacia

Date 2/24/21

Title President and CEO

Compay Name MTM Transit, LLC

Form B

NON-COLLUSION AFFIDAVIT FOR PROPOSER

Missouri

STATE OF ~~CALIFORNIA~~

COUNTY OF St. Charles

Alaina Maciá declares and says:

1. That he/she is the (owner, partner, representative, or agent) of MTM Transit, LLC, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Tracy, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful Contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful Contract any advantage against the City of Tracy or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the proposer or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this 24 day of February, 2021, at Lake St. Louis, ~~Missouri~~, ~~California~~.

Signed: Alaina Maciá

Title: President and CEO

Form C

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

The MTM Transit, LLC (Name of Proposer) hereby certifies that it is not included on the United States Comptroller Generals Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

Signed *Alma Nacia*

Title President and CEO

Date 2/24/21

Form D

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Tracy may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Tracy if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Tracy for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Tracy.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Debarment, Suspension, and Other Responsibility Matters

Page 2

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Tracy may pursue available remedies including suspension and/or debarment.
10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

SIGNATURE *Alana Naccia* DATE 2/24/21

TITLE President and CEO COMPANY NAME MTM Transit, LLC

Form E

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Alaina Maciá, hereby certify on behalf of
MTM Transit, LLC, that:

1. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form LLL-- Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative Contracts) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 24 day of February, of 2021.

Signature of Authorized Official Alaina Maciá

Title of Authorized Official President and CEO

Form F**CERTIFICATION****DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/
EQUAL EMPLOYMENT OPPORTUNITY**PROPOSER: MTM Transit, LLC

In accordance with Title 49, Code of Federal Regulations, Part 23, California Public Contracts Code Section 10115, and other applicable Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) rules and regulations, the CONTRACTOR declares that it had made an effort to comply with established DBE goals, and that it has made a good faith effort meet established EEO goals, as evidenced below:

1. CONTRACTOR'S overall DBE participation rate: 0.39%

2. Names/Locations of DBE's contracted by CONTRACTOR:

JCM & Associates (dba Blue Goose Uniforms)5443 East Washington Blvd., Commerce, CA 90040

3. Names/Locations of DBE's selected by CONTRACTOR:

JCM & Associates (dba Blue Goose Uniforms)5443 East Washington Blvd., Commerce, CA 90040

4. CONTRACTOR'S workforce breakdown by race and gender:

Total employees (as of 1/31/21): 1634

JOB CATEGORIES	EMPLOYEES									
	Male					Female				
	Wht	Blk	Hsp	Asn	Nat	Wht	Blk	Hsp	Asn	Nat
Officials & Managers	23	5	3			7	3	1		
Professional	1			1						
Technical	11	6	13	1						
Sales										
Office/Clerical	19	8	6	1		22	23	15		1
Craftsmen										
Laborers		7	4	5		2		1		
Service	131	138	80	8	1	80	131	49		4

DBE/EEO Certification

Page 2

Note: The above DBE/EEO Affidavit is part of the CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

By: Alana Nacia!

Title: President and CEO Date: 2/24/21

Form G

RFP Process Integrity Rules

The CITY pledge is for the procurement process for public transit operations services to be open, objective, carefully monitored, and understandable to all. The following rules will be adhered to and enforced.

BEGINNING ON THE DATE OF THE ISSUANCE OF THE RFP FOR PUBLIC TRANSIT OPERATIONS SERVICES, AND ENDING ON THE DATE OF THE AWARD OF AGREEMENT FOR PUBLIC TRANSIT OPERATIONS SERVICES, ALL COMMUNICATION INITIATED BY PROPOSERS OR REPRESENTATIVES OF PROPOSERS AND THE CITY SHALL BE THROUGH ED LOVELL OF THE PARKS AND COMMUNITY SERVICES DEPARTMENT AND SHALL BE IN WRITING (BY FAX, EMAIL OR LETTER). THE CONTACT INFORMATION IS AS FOLLOWS:

City of Tracy
Parks and Recreation Department
Attn: Ed Lovell, Management Analyst II
50 E. 6th Street.
Tracy, CA 95376
Email: ed.lovell@cityoftracy.org
Fax: (209) 836-8955

ANY ATTEMPT TO CONTACT OR INTERACT WITH ANY ELECTED OR APPOINTED OFFICIAL FOR THE PURPOSE OF INFLUENCING THE SELECTION PROCESS WILL RESULT IN DISQUALIFICATION FROM THE SELECTION PROCESS.

ALL COMMUNICATIONS BETWEEN THE CITY AND INDIVIDUAL PROPOSERS WILL BE DOCUMENTED AND MAY BE TRANSMITTED SIMULTANEOUSLY TO ALL PROPOSERS.

ANY PROPOSER WHO FAILS TO RECOGNIZE OR UTILIZE THIS PROCESS OF COMMUNICATION WILL BE NOTIFIED OF ITS VIOLATION AND MAY BE SUBJECT TO DISQUALIFICATION.

PROPOSER must acknowledge and sign this statement as part of the RFP process. PROPOSER must return a signed copy of this statement with the RFP submittal.

On behalf of the entity I am authorized to represent, I understand and accept the rules established as set forth above.

Company Name: MTM Transit, LLC

Date: 2/24/2021

Company Representative: Alaina Macia / Alaina Macia

Title: President and CEO

Form H

**CERTIFICATION REGARDING ALCOHOL MISUSE AND
PROHIBITED DRUG USE**

1. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655.
2. The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives.

Signature

Alaina Macia'

Name

Alaina Macia'

Title

President and CEO

Date

2/24/2021

Company Name

MTM Transit, LLC

Form I

ACKNOWLEDGEMENT OF "BEST VALUE" SELECTION PROCESS

PROPOSER hereby acknowledges that the selection process under this RFP will evaluate Proposals on a "Best Value" basis, which the Federal Transit Administration's (FTA) Best Practices Manual defines as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

As a result, PROPOSER further acknowledges that pricing will not be the sole basis upon which Proposals are evaluated.

An individual authorized to bind the PROPOSER to this Agreement must sign below acknowledging and understanding of the foregoing.

Signature	<u>Alaina Maciá</u>
Name	Alaina Maciá
Title	President and CEO
Date	2/24/2021
Company Name	MTM Transit, LLC

Form J**PRICE PROPOSAL FORM**PROPOSER: MTM Transit, LLC

CONTRACTOR shall operate services as described in Request for Proposals, Agreement, and accompanying attachments.

CONTRACTOR Total payments shall be as follows:

	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024
Fixed Monthly Expense	\$150,935.30	\$155,058.57	\$159,616.80
Cost Per Vehicle Hour**	\$42.99	\$44.14	\$45.51
TOTAL AGREEMENT PRICE	\$3,638,167.08	\$3,736,817.74	\$3,849,487.76

**CITY provides 100% of transit fleet

PROJECTED VEHICLE HOURS*	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024
Fixed Route Vehicle Hours	26,000 \pm 15%	26,000 \pm 15%	26,000 \pm 15%
Paratransit Vehicle Hours	10,000 \pm 15%	10,000 \pm 15%	10,000 \pm 15%
TracerPLUS On- demand Vehicle hours	6,500 \pm 15%	6,500 \pm 15%	7,500 \pm 15%

* Actual hours may vary based on City Council action in levels of service.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: Alana Nacia' Title: President and CEO Date: 2/24/2021

PRICE PROPOSAL FORM

Page 2

PROPOSER: MTM Transit, LLC

CONTRACTOR shall operate services as described in Request for Proposals, Agreement, and accompanying attachments.

CONTRACTOR Total payments shall be as follows:

	July 1, 2024 – June 30, 2025 (Extension)	July 1, 2025 – June 30, 2026 (Extension)
Fixed Monthly Expense	\$162,022.32	\$166,898.39
Cost Per Vehicle Hour**	\$46.86	\$48.37
TOTAL AGREEMENT PRICE	\$3,935,765.50	\$4,058,466.47

**CITY provides 100% of transit fleet

PROJECTED VEHICLE HOURS*	July 1, 2024 – June 30, 2025	July 1, 20250 – June 30, 2026
Fixed Route Vehicle Hours	26,000 \pm 15%	26,000 \pm 15%
Paratransit Vehicle Hours	10,000 \pm 15%	10,000 \pm 15%
TracerPLUS On- demand Vehicle hours	7,500 \pm 15%	7,500 \pm 15%

* Actual hours may vary based on City Council action in levels of service.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: Alana Nacia' Title: President and CEO Date: 2/24/2021

Form K -
MTM Transit, LLC

	Year 1 July 1, 2021 – June 30, 2022		Year 2 July 1, 2022 – June 30, 2023		Year 3 July 1, 2023 – June 30, 2024		Year 4 (Extension) July 1, 2024 – June 30, 2025		Year 5 (Extension) July 1, 2025 – June 30, 2026	
	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable
Costs										
A. Salaries and Wages										
1. Management	301,800		313,142		322,536		332,212		342,179	
2. Supervisors/Dispatchers	332,215		342,181		352,447		363,020		373,911	
3. Support Staff	98,355		101,306		104,345		107,475		110,699	
4. Maintenance Staff	223,980		231,271		238,593		245,696		253,012	
5. Drivers		1,195,836		1,223,956		1,251,453		1,279,045		1,311,557
6. Drivers: Training and Non-Revenue		84,996		86,801		88,554		90,339		92,404
B. Payroll Taxes and Fringe Benefits										
1. Management	62,359		65,960		69,574		73,425		77,544	
2. Supervisors/Dispatchers	60,511		63,669		67,038		70,627		74,463	
3. Support Staff	13,619		14,161		14,737		15,339		15,982	
4. Maintenance Staff	29,885		31,224		32,623		34,058		35,583	
5. Workers Compensation: Staff	22,167		23,227		24,277		25,352		26,476	
6. Workers Compensation: Drivers	74,628		77,678		80,710		83,751		86,901	
7. Drivers		192,380		201,978		212,060		222,784		234,522
8. Drivers: Training and Non-Revenue		7,174		7,330		7,485		7,638		7,819
C. Facility Expense										
1. Rent	72,348		74,405		76,522		78,701		80,944	
2. Utilities	12,000		12,180		12,363		12,548		12,736	
3. Phone	5,400		5,481		5,563		5,647		5,731	
4. Facility Maintenance	0		0		0		0		0	
D. Office Expenses										
1. Office equipment lease/amortization	0		0		0		0		0	
2. Office Supplies	10,500		10,658		10,817		10,980		11,144	
3. Printing/copying	0		0		0		0		0	
E. Insurance Expense										
1. General Liability	2,500		2,538		2,576		2,614		2,653	
2. Vehicle Liability	150,000		152,250		154,534		156,852		159,205	
3. Performance Bond	0		0		0		0		0	
4. Licenses	6,000		6,090		6,181		6,274		6,368	
F. Maintenance Expense										
1. Parts		101,376		103,735		111,448		118,287		124,957
2. Tires		19,647		20,351		22,653		24,694		26,686

	Year 1 July 1, 2021 – June 30, 2022		Year 2 July 1, 2022 – June 30, 2023		Year 3 July 1, 2023 – June 30, 2024		Year 4 (Extension) July 1, 2024 – June 30, 2025		Year 5 (Extension) July 1, 2025 – June 30, 2026	
Costs	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable
3. Supplies and Materials		12,770		13,228		14,725		16,051		17,346
G. Vehicle Cleaning Expense										
1. Vehicle cleaning expense		4,800		4,872		4,945		5,019		5,095
H. Equipment Purchase/Depreciation										
1. Vehicles										
2. Maintenance equipment	12,922		6,738		6,322		5,906		5,906	
3. Office equipment	25,600		25,600		25,600		25,600		25,600	
I. Miscellaneous Expense										
1. Employee miscellaneous	22,600		22,939		23,283		23,632		23,987	
2. Maintenance miscellaneous		7,000		7,490		8,014		8,575		9,176
3. Other miscellaneous	0		0		0		0		0	
J. Startup Expense										
1. (include detail in proposal write-up)	24,127		24,127		24,127		0		0	
2. Transit CAD/AVL Software Cost (itemize each separate cost)	48,475		49,202		49,940		50,689		51,450	
K. Profit and Overhead										
1. Overhead	126,786	127,886	130,249	131,328	134,078	135,386	136,099	139,405	140,195	143,898
2. Profit	72,449	73,078	74,428	75,045	76,616	77,363	77,771	79,660	80,111	82,227
Total Fixed Cost	1,811,224		1,860,703		1,915,402		1,944,268		2,002,781	
Total Variable Cost		1,826,943		1,876,115		1,934,086		1,991,498		2,055,686
TOTAL PROJECT COST	3,638,167		3,736,818		3,849,488		3,935,766		4,058,466	

Form L -
MTM Transit, LLC

Job Classifications	7/1/21 – 6/30/22		7/1/22 – 6/30/23		7/1/23 – 6/30/24		7/1/24 – 6/30/25		7/1/25 – 6/30/25	
	FTE	Scale								
Drivers	0.87	\$18.50	2.84	\$18.69	2.68	\$18.88	2.53	\$19.06	2.36	\$19.26
Drivers	3.43	\$18.98	0.61	\$19.17	1.99	\$19.36	1.88	\$19.55	1.77	\$19.75
Drivers	4.83	\$19.35	2.74	\$19.54	0.49	\$19.74	1.59	\$19.93	1.50	\$20.13
Drivers	3.75	\$19.74	4.03	\$19.93	2.32	\$20.13	0.41	\$20.34	1.35	\$20.54
Drivers	3.14	\$20.13	3.38	\$20.33	3.58	\$20.53	2.09	\$20.74	0.37	\$20.95
Drivers	2.09	\$20.54	2.78	\$20.74	3.04	\$20.95	3.18	\$21.16	1.88	\$21.37
Drivers	0.89	\$20.94	1.96	\$21.15	2.61	\$21.36	2.89	\$21.57	2.99	\$21.79
Drivers	0.00	\$21.37	0.85	\$21.59	1.84	\$21.80	2.46	\$22.02	2.74	\$22.24
Drivers	0.00	\$21.79	0.00	\$22.01	0.80	\$22.23	1.72	\$22.45	2.31	\$22.68
Drivers	1.46	\$22.23	0.00	\$22.45	0.00	\$22.67	0.78	\$22.90	1.65	\$23.13
Drivers	4.54	\$22.97	5.82	\$23.66	5.65	\$24.37	5.48	\$25.10	6.07	\$25.85
Dispatchers/Supervisors	5.00	\$19.71	5.00	\$20.30	5.00	\$20.91	5.00	\$21.54	5.00	\$22.19
Road Supervisor	3.00	\$20.39	3.00	\$21.00	3.00	\$21.63	3.00	\$22.28	3.00	\$22.95
Reservationists	1.00	\$16.69	1.00	\$17.19	1.00	\$17.70	1.00	\$18.23	1.00	\$18.78
Management	4.00	\$36.27	4.00	\$37.64	4.00	\$38.77	4.00	\$39.93	4.00	\$41.13
Utility Staff	1.00	\$16.00	1.00	\$16.48	1.00	\$16.97	1.00	\$17.48	1.00	\$18.01
Mechanics	3.00	\$30.00	3.00	\$31.00	3.00	\$32.00	3.00	\$32.96	3.00	\$33.95
Total FTEs	42.00		42.00		42.00		42.00		42.00	

Please list all benefits a full-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits.

MTM Transit employees (excluding operators covered by the Collective Bargaining Agreement - see below) are eligible for benefits if scheduled to work at least 40 hours per week (30 hours per week for medical benefits). Salaried employees are eligible for all benefits except 401k on date of hire. Hourly employees are eligible for all benefits except 401k on the first day of the month following two months of service. 401k benefits are eligible on the first day of the month following three months of service. Hourly employees are eligible for holiday pay after 90 days of service. MTM Transit lists benefits for full-time employees in 7. Employee Work Rules and Benefit Package of our proposal. All employees, including part-time, may participate in MTM Transit incentive programs, such as our Master Operator Program, Wellness Program, and High5, as detailed in 7. Employee Work Rules and Benefit Package of our proposal.

For Tracy operators, MTM Transit complies with the benefit terms of the CBA with the Teamsters.

Job Classifications	Year 1 7/1/21 – 6/30/22		Year 2 7/1/22 – 6/30/23		Year 3 7/1/23 – 6/30/24		Year 4 (Extension) 7/1/24 – 6/30/25		Year 5 (Extension) 7/1/25 – 6/30/26	
	FTE	Scale	FTE	Scale	FTE	Scale	FTE	Scale	FTE	Scale
Drivers	0.00	\$18.50	0.00	\$18.69	0.00	\$18.88	0.00	\$19.06	0.00	\$19.26
Drivers	0.0	\$18.98	0.0	\$19.17	0.0	\$19.36	0.00	\$19.55	0.0	\$19.75
Drivers	0.48	\$19.35	0.03	\$19.54	0.00	\$19.74	0.00	\$19.93	0.00	\$20.13
Drivers	0.00	\$19.74	0.48	\$19.93	0.03	\$20.13	0.00	\$20.34	0.00	\$20.54
Drivers	0.50	\$20.13	0.00	\$20.33	0.48	\$20.53	0.03	\$20.74	0.00	\$20.95
Drivers	0.50	\$20.54	0.50	\$20.74	0.00	\$20.95	0.48	\$21.16	0.03	\$21.37
Drivers	0.00	\$20.94	0.50	\$21.15	0.50	\$21.36	0.00	\$21.57	0.48	\$21.79
Drivers	0.00	\$21.37	0.00	\$21.59	0.50	\$21.80	0.50	\$22.02	0.00	\$22.24
Drivers	0.00	\$21.79	0.00	\$22.01	0.00	\$22.23	0.50	\$22.45	0.50	\$22.68
Drivers	0.00	\$22.23	0.00	\$22.45	0.00	\$22.67	0.00	\$22.90	0.50	\$23.13
Drivers	0.00	\$22.97	0.00	\$23.66	0.00	\$24.37	0.00	\$25.10	0.00	\$25.85
Dispatchers/Supervisors										
Operations Manager										
Reservationists	1.88	\$16.32	1.88	\$16.81	1.88	\$17.31	1.88	\$17.83	1.88	\$18.37
Trainers										
Utility Staff										
Off-Site Personnel*										
No. of part-time employees	3.38		3.38		3.38		3.38		3.38	

Please list all benefits a part-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits.

MTM Transit employees (excluding operators covered by the Collective Bargaining Agreement - see below) are eligible for benefits if scheduled to work at least 40 hours per week (30 hours per week for medical benefits). Salaried employees are eligible for all benefits except 401k on date of hire. Hourly employees are eligible for all benefits except 401k on the first day of the month following two months of service. 401k benefits are eligible on the first day of the month following three months of service. Hourly employees are eligible for holiday pay after 90 days of service. All employees, including part-time, may still participate in MTM Transit incentive programs, such as our Master Operator Program, Wellness Program, and High5, as detailed in 7. Employee Work Rules and Benefit Package of our proposal.

For Tracy operators, MTM Transit complies with the benefit terms of the CBA with the Teamsters.



Appendices

APPENDICES

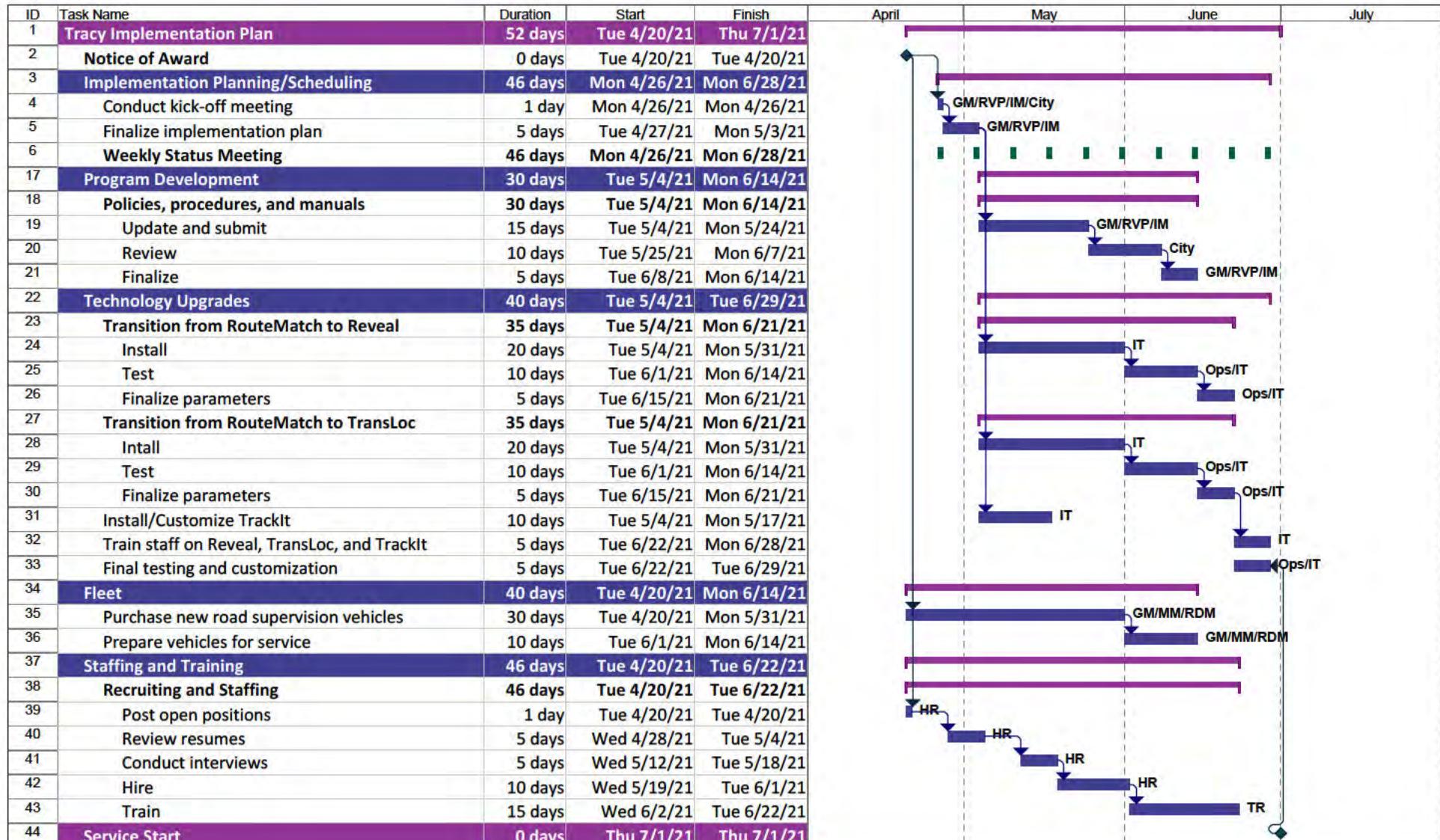
Appendix A Draft Implementation Plan

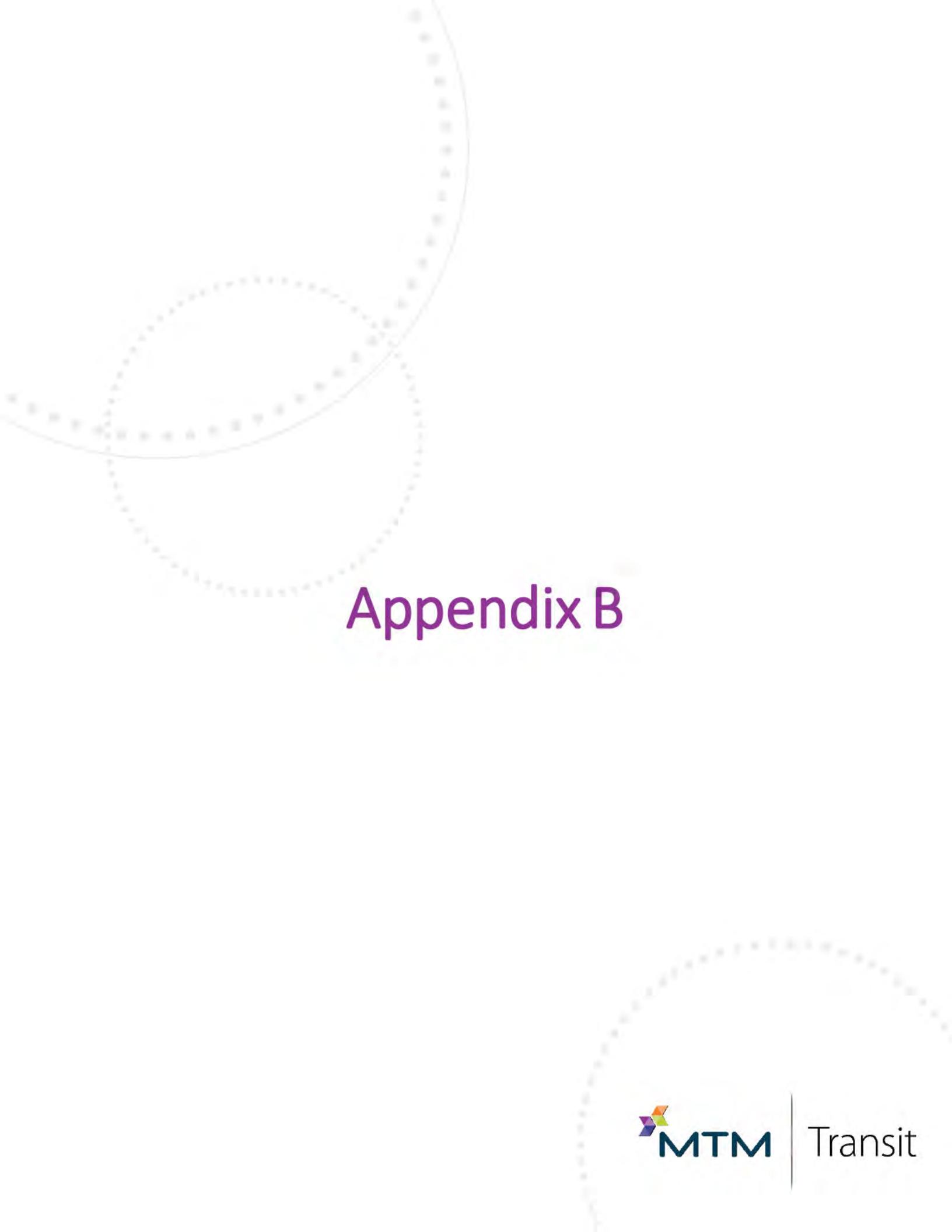
Appendix B Resumes

Appendix C TransLoc Brochure



Appendix A





Appendix B



Mark Frailey

General Manager



Experience

MTM Transit, Tracy, CA, 2016 to Present

General Manager

Manages TRACER fixed route, paratransit, and micro transit services with a staff of 41 employees. Oversees all operations, including reservations, scheduling, dispatch, road supervision, and maintenance. Serves as the liaison between MTM Transit and the City of Tracy to monitor service performance and contract objectives.

- ▶ Facilitate labor negotiations with union
- ▶ ZAP Manager of the month August 2020

Horizon Coach Lines - Grayline, San Francisco, CA, 2012 to 2013

General Manager, Charter-Contract Operations

Managed multiple high profile contracts, overseeing a staff of 90 employees and fleet of 75 vehicles.

- ▶ Assisted with rail operations: Amtrak

Mobility Plus Transportation, San Francisco, CA, 2010

General Manager, Paratransit Operations

Supervised a staff of 160 employees and fleet of 119 vehicles in paratransit operation.

- ▶ Worked closely with the San Francisco Municipal Transportation Authority (SFMTA)

MV Transportation, Fairfield, CA, 2007 to 2009

Director, Business Development/Operational Support

Managed and coordinated start-up and transition projects. Led new business acquisitions. Selected and prepared management teams to meet client RFP requirements.

CUSA, Phoenix, AZ, 2006

General Manager, Arrow State Lines

Managed a fleet of 82 buses and staff of 120 employees.

- ▶ Met financial requirements by first quarter of operations
- ▶ Created new hiring process and improved safety and training programs



Transit

Mark Frailey

General Manager



Experience *(continued)*

Veolia Transportation, Denver, CO, 2004 to 2005

General Manager, Regional Transportation District

Oversaw startup of two contracts totaling 125 buses and 320 employees.

- ▶ Maintained an excellent relationship with RTD
- ▶ Met or exceeded performance/contract requirements each year

Greyhound Lines, Inc., 1997 to 2004

District Manager, Operations, Columbus, OH, 2002 to 2004

Senior Driver Manager, Driver Operations, New York, NY, 2000 to 2002

Regional Operations Manager, Resource Management Group, Dallas, TX, 1999 to 2000

Supervisor, Driver Operations, San Francisco, CA, 1997 to 1999



Education and Military

Department of Transportation

TSI Certified Trainer

National Labor College, Silver Spring, MD

Labor Conflict Resolution Training

Skyline College, San Bruno, CA

Business/Accounting

United States Marine Corps Reserve, 1982-1993

Non-commissioned Officer



MTM

Transit



Benjamin Sanchez

Operations Manager



Experience

MTM Transit, Tracy, CA, 2016 to Present

Operations Manager, 2020 to Present

Coordinates operations for TRACER paratransit, fixed route, and micro transit service. Creates run bids to match service requirements, validates daily data for accuracy, and assists dispatchers and road supervisors as necessary.

- ▶ Coordinates monthly safety meetings
- ▶ Trains new dispatchers, reservationists, and operators
- ▶ Assists with payroll and monitoring workforce and operations costs

Dispatcher, 2016 to 2020

Monitored fixed route and paratransit service for on-time performance and productivity. Scheduled paratransit trips and provided manifests to operators. Assisted with calls and inquiries regarding paratransit and fixed route service.

- ▶ Adjudicated fares collected against anticipated for accuracy
- ▶ Assisted operators with day to day tasks
- ▶ Maintained weekly operator schedule

Reservationist, 2016

Handled calls for scheduling and inquiries for TRACER fixed route and paratransit service.

- ▶ Assisted new paratransit passengers with eligibility procedure
- ▶ Assisted passengers with Greyhound and GPX ticketing



Education

Pete Knight High School, Palmdale, CA

High School Diploma



MTM

Transit



Scott Perriera

Maintenance Manager



Experience

MTM Transit, Tracy, CA, 2016 to Present

Maintenance Manager

Oversees the maintenance, service, diagnosing, and minor repair of the TRACER fixed route, paratransit, and micro transit fleet, as well as MTM Transit service vehicles. Schedules preventative maintenance, tracks vehicle documentation, and manages maintenance budget.

- ▶ Trains operators and maintenance team on pre- and post-trip inspections
- ▶ Establish networks of local repair vendors for cost effective repair/servicing
- ▶ Monitors maintenance facility cleanliness and safety
- ▶ Maintains compliance with OSHA, DOT, and FTA regulations

Bill Brandt Ford Quick Lane, Brentwood, CA, 2017 to 2019

Service Manager

Managed all service department functions, including creating policies and procedures; overseeing budget; managing a team of 12 employees; and ensuring safety and regulatory compliance. Created safety policies for equipment maintenance, fire, trip, and hazard safety.

- ▶ Increased speed bay team efficiency by 40%
- ▶ Decreased average oil change time from 50 to 25-30 minutes
- ▶ Refined upsell techniques for 100% increase in tire, brake, and battery sales
- ▶ Maintained customer index scores above area average

Fremont Chevrolet/Dublin Chevrolet, Fremont, CA, 2015 to 2017

Service Manager

Managed all service department functions, including creating policies and procedures; overseeing budget; managing a team of 30 employees; and ensuring safety and regulatory compliance. Oversaw commercial fleet division of service department.

- ▶ Increased customer satisfaction and retention from 20% below national average to above average monthly
- ▶ Improved cost containment to mitigate \$80k/month loss, becoming profitable every month

Scott Perriera

Maintenance Manager



Experience *(continued)*

Bumper 2 Bumper Automotive, Brentwood, CA, 2012 to 2015

Owner

Established and ran automotive repair shop with two technicians for heavy duty commercial vehicles of one ton and above. Created safety policies and procedures; complied with all business laws and regulatory practices; established and retained vendor relationships

AAA Print Distribution, Brentwood, CA, 2004 to Present

Owner

Saturn of Concord, Concord, CA, 2003 to 2006

Service Advisor

Livermore Honda/Audi/Subaru, Livermore, CA, 1999 to 2003

Service Director

Anderson Lexus, Anderson, CA, 1994 to 1999

Service Manager and Master Technician

Lexus of Stevens Creek, Santa Clara, CA, 1989 to 1994

Master Technician



Education

De Anza College, Cupertino, CA

Automotive Technology



MTM

Transit



Serena Yniguez

Safety/Training Manager



Experience

MTM Transit, Tracy, CA, 2016 to Present

Safety/Training Manager, 2021 to Present

Enforce MTM Transit and TRACER safety programs and policies. Monitor and enforce compliance with state and federal regulations. Conduct training for staff. Perform safety audits, run safety meetings, and investigate accidents/incidents.

- ▶ Oversee safety incentives and programs
- ▶ Manage Drug and Alcohol program

Road Supervisor, 2018 to 2021

Supervised operator behavior and service through field monitoring, review of camera footage, and training activities. Addressed specific service issues and interruptions to improve operations. Responded to all service incidents and completed reporting. Provided back-up transportation as necessary.

- ▶ Received TapCo certification 2019
- ▶ Completed DOT Reasonable Suspicion Training 2019

Dispatcher, 2017 to 2018

Monitored timeliness and productivity of TRACER services. Managed day-of trip assignment, minimized wait and ride times, and maintained productivity by making adjustments to routes, monitoring traffic, and coordinating vehicle and operator assignments. Assisted operators and communicated service issues.

- ▶ Maintained daily dispatch log and data for reporting

Operator, 2016 to 2017

Provided safe, reliable transportation to TRACER passengers. Completed pre- and post-trip daily vehicle inspections. Used in-vehicle tablets to document service.

- ▶ Maintained Class B Driver's License with Passenger and Air Breaks endorsements

MV Transportation, Tracy, CA, 2016

Operator, 2016

Provided safe, reliable transportation to TRACER passengers. Completed pre- and post-trip daily vehicle inspections. Used in-vehicle tablets to document service.

- ▶ Maintained Class B Driver's License with Passenger and Air Breaks endorsements



Education

Tracy High School, Tracy, CA

Diploma



MTM

Transit



Scott Transue

Regional Vice President



Experience

Scott started out working in the public sector for various transit agencies and now has over two decades of extensive experience with the majority of his work being in management.

MTM Transit, Lake St. Louis, MO, 2016 to Present

Regional Vice President

- ▶ Oversees operations in the Western part of the U.S. and uses a hands-on approach to program directing to ensure that all clients receive personal, specific support
- ▶ Works in collaboration with operations support departments and transportation providers to ensure the most appropriate and cost-effective delivery of transportation services are provided
- ▶ Ensures that business outcomes and contract goals are defined and met
- ▶ Keeps abreast of changes to transit program rules, regulations, and policies, and works with clients to acquire a good understanding of their local climates and issues
- ▶ Follows through with service issues, troubleshooting problems, and concerns in a timely and professional manner

Southland Transit, Inc., El Monte, CA, 2012 to 2016

Vice President, COO

- ▶ Responsible for the control and operation of the company, developing and monitoring division budgets, and ensuring services were provided within budgets
- ▶ Reduced operational expenses by 30%
- ▶ Directed and managed overall operations of transit services, performed counseling sessions of staff, and attended unemployment and workers compensation hearings
- ▶ Wrote reports, correspondence, and various operating procedures for division staff
- ▶ Tracked and reviewed all divisions to ensure key performance indicators were met
- ▶ Developed ongoing goals and objectives for subordinate staff and oversaw operations and vendor contracts of various locations across Southern California
- ▶ Maintained positive client relations with agency staff, elected officials, and ensured the highest customer service standards were met while maintaining projects within budget
- ▶ Renegotiated agency and vendor contracts to enact updated and renewed costs, reduced personnel costs and overhead, and streamlined business processes to become more efficient
- ▶ Oversaw subordinate managers, ensured all projects were operating efficiently, and developed policies and procedures to ensure high quality operations



MTM

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Experience (continued)

Specialized Transportation Consulting, San Diego, CA, 2011 to 2012

Senior Transportation Consultant

- ▶ Audited public transit contracts to maximize efficiencies and service improvements
- ▶ Completed community transportation service and design
- ▶ Assisted agencies with maximizing federal and state cost recovery efforts
- ▶ Provided specialized transportation planning and marketing programs for clients, as well as expert ADA advice, consultation, and the California Non-Emergency Transportation consulting services
- ▶ Responsible for the development of an employee policies and procedures handbook

North County Transit District, Oceanside, CA, 2010 to 2011

Manager, Service Quality and Accessibility

- ▶ Developed goals and objectives for subordinate staff, as well as annual and capital improvement project budgets
- ▶ Wrote reports, correspondence, and operating procedures for division staff, as well as reviewed, analyzed, and produced statistical data and reports
- ▶ Supervised various staff, including oversight and direction to internal and contracted staff, performed evaluations, interviewed and hired, and was responsible for Federal ADA and Title VI Compliance
- ▶ Performed contract management over transit contractors to include oversight of all operational practices
- ▶ Reviewed invoices and assessed damages or paid incentives based on contract performance specifications
- ▶ Developed project management plans and schedules for contracts and consultants and completely
- ▶ Redesigned the Senior/Disabled Fare Program requirements to be consistent with federal regulations and transitioned the agency's paratransit service from a turnkey model to a brokered coordinated system utilizing existing community providers

San Diego Metropolitan Transit System, San Diego, CA, 2002 to 2010

Transit Operations Specialist/ADA Manager

- ▶ Managed on-time performance to capture relevant data on fixed route services
- ▶ Participated and lead efforts in local, state, TDA, and federal ADA compliance and Triennial Audits
- ▶ Redesigned the agency's ADA Paratransit Program resulting in large cost efficiencies
- ▶ Created and monitored transit operating division budgets, as well as ensured services were provided within assigned budgets
- ▶ Directed and managed overall operations of assigned transit services



Scott Transue

Regional Vice President



Education

San Diego University, San Diego, CA

Bachelor of Science, Social Science

Pepperdine University, School of Business and Management, Malibu, CA

Transit and Paratransit Management Certificate Program

National Transit Institute, Rutgers, NJ

Managing the Costs of ADA Paratransit Seminar, Understanding ADA Seminar

Federal Transit Administration, Washington, D.C.

FTA Civil Rights Seminar



Additional Information

- ▶ Member of Accessible Services Advisory Committee
- ▶ Member of Social Service Transportation Advisory Committee
- ▶ Member of Council on Access and Mobility



Transit



Brian Balog

Chief Operating Officer of Transit



Experience

Brian is a seasoned transit professional with almost three decades of transportation management experience with the majority of it in paratransit.

MTM Transit, St. Louis, MO, 2015 to Present

Chief Operating Officer of Transit, 2018 to Present

- ▶ Directs all operations serving the transit market, including functional ADA eligibility assessments and travel training, quality assurance, paratransit operations, brokerage and subcontracted service, ADA call centers, and fixed route operations, including maintenance, reservations, scheduling and dispatch, and safety
- ▶ Collaborates with Regional Vice Presidents to ensure MTM Transit's performance aligns with all operational and financial contract requirements
- ▶ Regularly monitors contract reporting to ensure contract compliance and quality
- ▶ Leads an executive leadership team who provide direction and support to general managers and program directors throughout the nation

Vice President of Transit, 2016 to 2018

- ▶ Ensured contract and budget compliance and developed plans to meet or exceed financial goals of the client, such as increasing productivity due to increased efficiency, improvements in on-time performance, rider satisfaction, safety metrics, and maintenance reliability
- ▶ Worked in collaboration with operations, support departments, and transportation providers to ensure the most appropriate and cost-effective delivery of transportation services
- ▶ Monitored and managed implementations to ensure seamless transitions and uninterrupted service provision
- ▶ Assessed customer satisfaction to improve each operation

Brian Balog

Chief Operations Officer of Transit



Experience (continued)

Director of Operations, 2015 to 2016

- ▶ Directed and coordinated the day-to-day activities of multiple internal departments
- ▶ Coordinated efforts of Community Outreach and Logistics team members and provided performance-driving leadership to Network Representatives to ensure success of multi-load efforts, provider/facility alignment, network adequacy, and superior service delivery, improving transportation quality and reducing costs
- ▶ Led Community Outreach team members to leverage facility outreach for better understanding of provider performance

MV Transportation, Chicago, IL, 2007 to 2015

Senior Regional Vice President

- ▶ Increased profitability of divisions through efficiency and organization with revenue exceeding \$85 million annually
- ▶ Maintained complete oversight and maintenance of fleets totaling 650 vehicles, as well as direct oversight of 20 divisions and over 24 individual contracts across five Midwest states providing paratransit, fixed route, and shuttle services
- ▶ Led development of division-level management and staff, as well as corporate support teams totaling more than 1,500 employees

Greyhound Lines, Inc., Chicago, IL, 1992 to 2007

District Manager, Field Operations

- ▶ Oversaw performance of nine terminal facilities, 110 commission agencies, 350 drivers, and 225 terminal employees in a 14-state area
- ▶ Recruited, selected, trained, and mentored managers and supervisors
- ▶ Developed initiatives to increase sales and reduce controllable expenses



Education

Cleveland State University, Cleveland, OH

Bachelor's Degree in Business Administration/Management and Labor Relations

- ▶ James J. Nance College of Business



Awards

- ▶ Named 2011 Regional Vice President of the year
- ▶ Nominated to the American Public Transportation Association (APTA) Leadership Program in 2012
- ▶ Active member of APTA and CALACT



Tom Greufe

Director of Safety Administration



Experience

Tom has more than 25 years of experience in transit administration and management, who has served as an expert transit safety witness in a number of transit cases for U.S. transit agencies including several for OCTA Orange County, California, and Riverside Transit in Riverside County, California.

MTM Transit, Lake St. Louis, MO, 2016 to Present

Director of Safety Administration

- ▶ Coordinates with the VP of Transit and local general/project managers to direct and meet all MTM Transit safety goals and directives, training objectives, and compliance with local, State, and Federal regulations
- ▶ Implements numerous training programs and successfully leads operations to reduce accident rates and liability costs
- ▶ Leads the company accident and injury avoidance initiatives and safety processes
- ▶ Responsible for developing and implementing company-wide safety and training standard operating procedures and leads MTM's Executive Safety Committee
- ▶ Serves on the APTA Bus Safety Committee, the APTA Access Committee, and the APTA Peer Review team as a safety/training expert in safety peer reviews of transit agencies and has conducted peer reviews of five large transit systems in the U.S. and Canada

National Express, Warrenville, IL 2007 to 2016

Vice President, Safety

- ▶ Created safety policies/procedures and new training programs
- ▶ Directed the safety and training efforts for National Express' North American transit operations and school bus operations in Canada
- ▶ Managed a group of 13 safety managers, conducted company-wide safety audits
- ▶ Developed and implemented a MAP-21 Safety Management Systems Plan and Injury and Illness Prevention Plan that is still used to lead safety processes across the transit division
- ▶ Provided leadership to transit management teams and operators that helped reduce overall accident rates by 31%
- ▶ Enhanced driver safety training programs that are used company-wide, including at startups in multiple states
- ▶ Led the company to receive two APTA Gold Awards in Safety for its innovative safety/training programs and loss reduction achievements



Experience *(continued)*

MV Transportation, Inc., Fairfield, CA, 2005 to 2007

Executive Vice President, Safety and Training

- ▶ Directed the safety and training efforts for MV's public, contract, and student transportation
- ▶ Designed and provided safety programs for 10,800 operations personnel in 27 states and 115 locations
- ▶ Developed and implemented a new System Safety Program Plan and Safety Culture Guide that was used across the country
- ▶ Updated and enhanced MV's safety training programs for drivers company-wide
- ▶ Responsible for leading the safety efforts that allowed MV to reduce company accident/incident frequency rates by 29% from the prior year
- ▶ Cut auto liability costs by \$1.9 million and decreased incident rates by 11%
- ▶ Led company to receive APTA's Safety Certificate of Recognition at the May 2007 Bus and Paratransit Conference

Metropolitan Transit Authority of Harris County, Houston, TX, 2000 to 2005

Director, Safety and Training

- ▶ Led the safety and training efforts for the eighth largest transit bus system in the U.S.
- ▶ Directed a staff of 18 subordinates, designed and provided safety programs for 3,800 operations personnel at Houston METRO, and redesigned driver and maintenance training programs
- ▶ Worked with Houston Community College staff to design and implement METRO's 4.5 year maintenance program
- ▶ Headed the effort that allowed METRO to achieve one of the best bus accident rates of any transit agency serving a metropolitan area greater than one million people in North America
- ▶ Established the best accident rate that METRO's bus fleet has seen in its 26-year history
- ▶ Set bus fleet safety records three years in a row under his direction
- ▶ Wrote and designed METRO's System Safety Program Plan that was approved by the American Public Transit Association and the FTA
- ▶ Developed training for METRORail personnel and led the safety and training efforts for the new METRORail system

Tom Greufe

Director of Safety Administration



Education

University of Central Missouri, Warrensburg, MO

Master of Science, Industrial Safety Management

University of Central Missouri, Warrensburg, MO

Bachelor of Science, Aviation Technology Management

Iowa Central Community College, Fort Dodge, IA

Electronic Engineering Technology



Activities and Membership

- ▶ Member of American Public Transit Association Safety Committee
- ▶ Member of American Society of Safety Engineers
- ▶ Former Chair of APTA Bus Safety Committee
- ▶ Member Intern of APTA Bus Training Standards Group
- ▶ Former Senior Associate Staff Instructor of Transportation Safety Institute in Oklahoma City
- ▶ Member of APTA Access Committee
- ▶ Graduate of Leadership APTA's Class of 2003



Joseph Sullivan

Director of Maintenance – Western Region



Experience

MTM Transit, Lake St. Louis, MO, 2017 to Present

Director of Maintenance – Western Region

- ▶ Provides oversight and quality assurance for all aspects of MTM Transit's maintenance functions across operations in the Western region of the country
- ▶ Assists General Managers, Maintenance Managers, and Operations Managers in ensuring proper maintenance of vehicles through on-time preventative maintenance inspections, repairs, and body work, which are completed by our internal maintenance employees and using cost effective, quality vendors
- ▶ Works with vehicle and vehicle equipment manufacturers to provide training and resources for mechanics and maintenance staff on new vehicle technologies

MV Transportation, 2008 to 2017

Fleet Maintenance Manager, Elk Grove, CA, 2012 to 2017

- ▶ Managed day-to-day maintenance responsibilities of fixed route and paratransit operations, including 78 vehicles with compressed natural gas and gasoline engines
- ▶ Provided oversight to all maintenance activities to ensure contractual requirements were achieved in a safe, healthy, and environmentally conscious manner
- ▶ Worked on special projects for MV's Western region and mentored new fleet managers
- ▶ Received the American Public Works Association Fleet Manager of the Year Award in 2015 for the Sacramento region

Lead Technician, South Lake Tahoe, CA, 2010 to 2012

- ▶ Led a team of maintenance technicians, managed scheduled preventative maintenance programs, delegated repairs, built and led maintenance campaigns, and performed emergency service repairs
- ▶ Maintained a fleet of diesel, gasoline, and CNG transit vehicles, ensured clients' needs were met, and maintained a shop that was compliant with local and federal regulations
- ▶ Used the TEAM computer-based maintenance scheduling and management system to track maintenance
- ▶ Tracked and controlled spare parts inventories and worked with parts vendors to maintain an appropriate parts inventory
- ▶ Provided mechanical support to several other MV-operated facilities

Joseph Sullivan

Director of Maintenance – Western Region



Experience *(continued)*

Heavy Duty Transit Bus/Light Truck Technician, South Lake Tahoe, CA, 2008 to 2010

- ▶ Serviced, repaired, and maintained a fleet of diesel, gas, and CNG transit vehicles, including busses from the following manufacturers: Orion, New Flyer, Nabbi, Gillig, Blue Bird, MCI, and Chance
- ▶ Maintained Ford and Chevy Cutaway vehicles
- ▶ Received extensive training and used I/O controls multiplex electrical systems



Education

Las Positas College, Livermore, CA

General Education and Welding MIG/TIG/ARC/Automotive Classes



Certifications

- ▶ Automotive Service Excellence (ASE), Master Certification, June 2011
- ▶ EPA 608 Test Proctor, March 2017
- ▶ Vansco Electrical, October 2016
- ▶ MAN Axle, October 2016
- ▶ Amerex, September 2016
- ▶ Detroit 50G, December 2015
- ▶ Genfare, June 2015
- ▶ National Transit Institute, December 2012
- ▶ CHP Inspection, March 2012
- ▶ Bendex Brake Systems, March 2012
- ▶ EPA Section 608 Refrigeration Systems, March 2011
- ▶ Intermotive Interlock and Fast Idle Systems, March 2010
- ▶ MGM Brake Systems, March 2010
- ▶ EPA Section 609 Refrigerant Recovery and Recycling, March 2010
- ▶ CNG Fuel Systems, January 2010
- ▶ Starrs, Ford Motor Co., July 2009



MTM

Transit



John Overton

Manager of Technology Products



Experience

John has over a decade of experience working in the technology industry. Through his career, he has led and supported over 20 transit technology implementations and hundreds of transit organizations around the U.S. and Canada. He brings a deep understanding of transit technology and how it can be leveraged to increase efficiency within a transit organization.

MTM, Inc., St. Louis, MO, 2017 to Present

Manager of Technology Products, 2018 to Present

- ▶ Manages a support and implementation team specialized in transit technologies
- ▶ Leads development of projects and acts as a liaison between MTM and its clients
- ▶ Helps the key executive team resolve service issues, implement best practices, increase efficiency, and lead technical projects to support new and existing contracts
- ▶ Directly supports transit technology in MTM's operations

Logistics Technology Lead, 2017 to 2018

- ▶ Provided technical assistance to MTM contracts that used transit technology
- ▶ Worked with development and implementation teams to create solutions tailored to each client
- ▶ Streamlined business processes at MTM's locations and built back-end systems to increase operational efficiency
- ▶ Built custom reporting tools, provided instructions on resolving service issues, and trained employees on best practices for use of routing, scheduling, and dispatching (RSD) software

TripSpark Technologies, Mississauga, ONT, 2015 to 2017

Application Systems Analyst

- ▶ Provided around-the-clock remote support for the firm's clients, supporting Trapeze PASS, Novus, DriverMate, and mobile device terminals
- ▶ Assisted with basic help desk needs, as well as supported, managed, and deployed enterprise hardware and software
- ▶ Trained clients onsite and remotely by using personalized test sandboxes with customer data
- ▶ Helped clients increase the efficiency of their transit systems to ensure they complied with federal, state, and local guidelines
- ▶ Developed custom reports tailored to each client



John Overton

Manager of Technology Products



Experience *(continued)*

JAUNT, Inc., Charlottesville, VA, 2007 to 2015

IT Specialist, System Administrator

- ▶ Responsible for all hardware and software management in support of two sites with over 100 employees and 75 buses
- ▶ Provided 24/7 support for operational needs, managed IT-related projects, and trained employees on software, including Trapeze PASS, MS office, OS, and mobile devices
- ▶ Maintained security, disaster recovery, and preventative maintenance of all IT-related equipment
- ▶ Led implementation projects coordinating between vendors and internal operations

Randstad Technologies (Previously Sapphire), Glenn Allen, VA, 2007

Contract Network Analyst for Bank of America

- ▶ Monitored and supported online banking infrastructure
- ▶ Assisted systems teams in implementing large hardware and software changes
- ▶ Helped multi-team troubleshooting during service outages
- ▶ Managed crisis resolution from problem to remediation

Entre Computers, Charlottesville, VA, 2005 to 2007

Service Technician/IT Consultant

- ▶ Provided IT services to small and medium sized businesses and home users
- ▶ Repaired clients hardware and company equipment, maintained company hardware inventory, and trained clients on new software and equipment



Education

Piedmont Virginia Community College, Charlottesville, VA

Microsoft Certified Professional Certified

- ▶ Server 2003, SQL Server 2005, Exchange Server 2003





Alaina Maciá

President and Chief Executive Officer (CEO)



Experience

Alaina is a visionary leader in the healthcare and transit industries, and she is passionate about reducing barriers to community and healthcare services through efficient transportation program design. Alaina is aligned with client goals and serves as an executive liaison for all contractual and operational matters. She is keenly aware that good structure and process delivers reliable and efficient services to all stakeholders, and she promotes this key tenet throughout MTM Transit.

MTM Transit, St. Louis, MO, 2009 to Present

President and CEO

- ▶ Oversees all operational, technological, and support departments
- ▶ Recruits high quality, industry-leading executives to work at MTM Transit, bringing successful practices with them
- ▶ Leads efforts to analyze and streamline current operational processes to enhance efficiency and scalability of operations
- ▶ Ensures MTM Transit meets contract deliverables by reviewing company-wide key performance indicators that drive the desired contract outcomes and requirements
- ▶ Focuses on delivering an enhanced rider experience by hiring the right people, ensuring reliable and efficient processes, and delivering accessible and efficient technology

Medical Transportation Management, Inc. (MTM), St. Louis, MO, 2003 to Present

President and CEO

- ▶ Oversaw MTM's growth from a \$30 million company to an organization generating nearly \$500 million in revenue annually, over 20% compounded annual growth rate
- ▶ Restructured organization personnel and physical locations to create higher efficiency and increase productivity, reducing the administrative cost of handling transportation services by over 50%
- ▶ Drives MTM to continually improve and generate significant savings, currently saving 10 to 25% over previous costs
- ▶ Identifies technology strategy to enhance user experience through mobile application and portals driving more than 5% of interactions to the mobile application, or IVR application



Alaina Maciá

President and Chief Executive Officer (CEO)



Education

Olin School of Business, Washington University, St. Louis, MO

Master of Business Administration

- ▶ Emphasis in corporate strategy and finance
- ▶ Member of Delta Gamma Sigma (top 20% of class)

School of Engineering and Applied Science, Washington University, St. Louis, MO

Bachelor of Science in Biological Engineering, emphasis in Environmental Engineering

- ▶ Missouri Bright Flight and Academic Scholarship to Washington University



Additional Information

- ▶ Member of the Washington Institute for Public Health National Council
- ▶ Member of the YPO, a network of the world's most influential and innovative business leaders
- ▶ Sits on the St. Louis Regional Business Council, Co-Chairs the Workforce Development Committee
- ▶ St. Louis Business Journal Technology Executives of the Year List, 2018
- ▶ Mass Transit Magazine 40 Under 40 Award, 2014
- ▶ Ernst & Young Entrepreneur of the Year Award, 2014
- ▶ St. Louis Business Journal 40 Most Influential Business Women List, 2012
- ▶ St. Louis Business Journal 40 Under 40 Award, 2011
- ▶ St. Louis Business Journal 30 Under 30 Award, 2004



Appendix C



2020 Products and Services

REAL-TIME GPS TRACKING

Admin Features

Real-time GPS tracking accessible to admin and riders.

The most user-friendly and appealing automatic vehicle locator (AVL) system available. A live map shows the current location of all vehicles on routes and provides an estimated time of arrival. Vehicle locations are updated every few seconds. Routes and vehicle icons are color-coordinated for easy identification. Administrators can easily track vehicles at all times and provide riders with an estimated time of arrival (ETA), through our AVL solution.

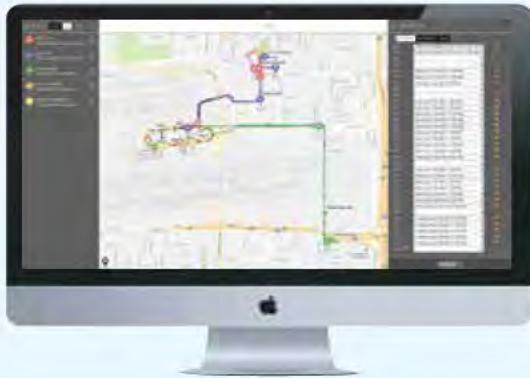


Contact us for pricing & information

<https://bit.ly/product-marketplace>

Admin Features

The secure site is password protected so only administrators can access vehicle and route information. This view is used to easily monitor routes, stops and vehicles.



- Real-time dispatch
- Route management
- Assign vehicles
- View passenger count
- Customize announcements
- Receive rider feedback

The vehicle tracker site is password protected so only administrators can access vehicle and route information. This view is used for more comprehensive detail related to your fleet, including vehicle history and GPS status.



- View vehicle status (speed, idle time, distance, etc.)
- Manage GPS hardware status
- Track geo-fenced zones
- Replay vehicle routes driven
- Generate multiple reports



Contact us for pricing & information
<https://bit.ly/product-marketplace>

 TransLoc



RIDERS CAN STAY IN THE KNOW WITH

Our Mobile App

The TransLoc app is packed with features for everyone.

Our mobile app is the only transit app with both fixed-route and on-demand data, giving your riders more choice and your service more reach.

We also believe in equitable experiences. The app is also available in Spanish, with more languages on the way.

Better yet, but the end of 2020, the app will be fully aligned with Web Content Accessibility Guidelines (WCAG) 2.0 AA standards.

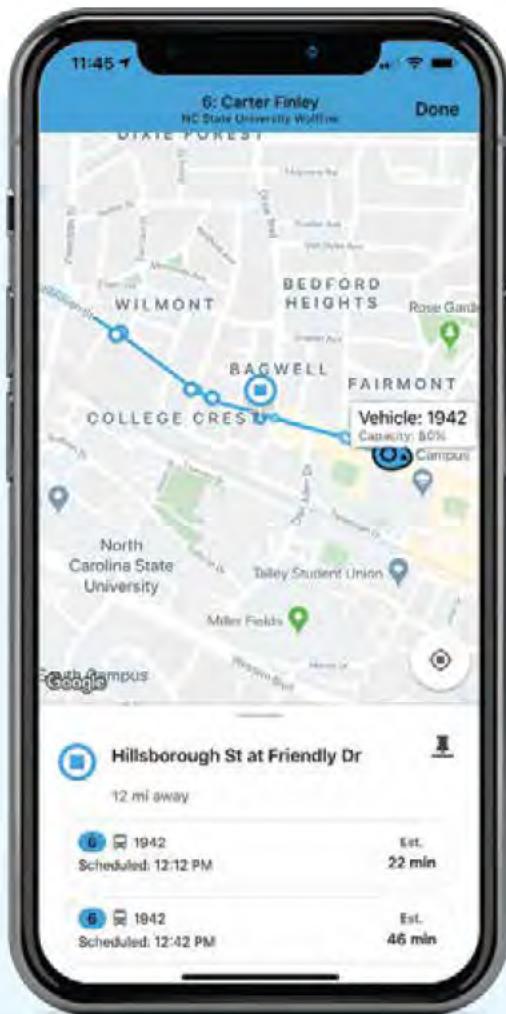


Contact us for pricing & information

<https://bit.ly/product-marketplace>

RIDER FEATURES

A Closer Look.



Our mobile app provides best-in-class features:

- View real-time vehicle locations
- Check out vehicle capacity
- Receive dynamically suggested routes, based on location
- Check out ETA and scheduled arrival times
- Access critical details from the route and stop alerts you post
- Favorite bus stops for quick access
- Arrival Alerts (coming Summer 2020)



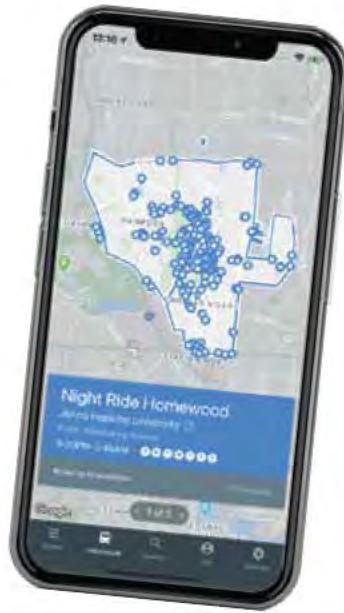
Contact us for pricing & information
<https://bit.ly/product-marketplace>

 TransLoc

OnDemand Services

On-demand transportation for your riders.

Meet the needs of your riders with convenient, On-demand pick-up and drop-off services for students, employees, and anyone with a mobile device. It's like Uber but customized for your transit service. Riders can make requests using the app and instantly track vehicle location and estimated pick-up time.



*Available only to OnDemand customers



Contact us for pricing & information
<https://bit.ly/product-marketplace>

ONDEMAND

Rider Experience



- 1 Rider selects pick-up location by dropping a pin or from a custom menu of options.



- 2 Rider selects a drop-off location by dropping a pin or from a custom menu of options.



- 3 Rider completes basic trip information and awaits pick-up.



Contact us for pricing & information
<https://bit.ly/product-marketplace>

 TransLoc

ONDEMAND

Dispatcher & Driver Experience



- 1 Dispatcher receives pick-up request and either assigns vehicle to driver or rejects request.



- 2 Driver receives pick-up request and either accepts or rejects request.



- 3 Upon accepting, driver has ability to start trip, pick up and complete trip.



Contact us for pricing & information
<https://bit.ly/product-marketplace>

 TransLoc

Live Displays

Display vehicle arrival estimates.

Display monitors are an excellent option for hotels, airports, universities or municipalities wishing to display real-time vehicle location information and arrival estimates. Clients have multiple options for displays, including HDTV monitors, computer monitors, tablets, kiosks and outdoor applications, such as text LED displays. With or without the mobile app, keep your riders informed with a custom display monitor.



Contact us for pricing & information
<https://bit.ly/product-marketplace>

LIVE DISPLAYS

Custom Display Options.



Contact us for pricing & information
<https://bit.ly/product-marketplace>

 TransLoc

Automated Passenger Counting

**No more pen and paper.
APC technology does the work.**

Our automated passenger counting (APC) system features the best available technology for counting passengers as they board your vehicles. Automatic 3-D imaging technology makes people counting a simple, hands-free process.

Track passenger counts by bus and route for improved efficiency. Generate reports to support decision-making. Improve your fleet management by adding APC technology.



Contact us for pricing & information
<https://bit.ly/product-marketplace>

Automated Passenger Counting.



State-of-the-art imaging technology captures passenger counts with over 95% accuracy.



Using a mobile data terminal (tablet), drivers have the ability to manually count passengers. Administrators may create custom categories. Data is captured and feeds into administrative reports.



Hardware easily mounts above vehicle door(s) and transmits data for reporting and analysis in real time.



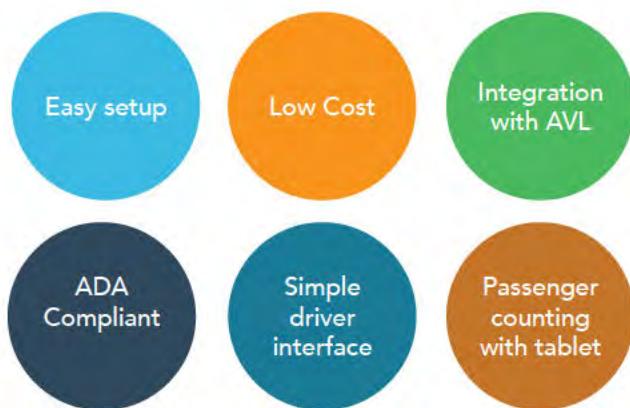
Contact us for pricing & information
<https://bit.ly/product-marketplace>

 TransLoc

Automated Voice Annunciation

Keep your riders informed with location announcements.

Deliver the ultimate rider experience with clear announcements about upcoming stops and destinations. Text-to-speech software allows for custom messages triggered by a geo-fenced area near the stop. Our software seamlessly integrates with your automatic vehicle location (AVL) system.



Contact us for pricing & information
<https://bit.ly/product-marketplace>

Automated Voice Annunciation.



Speaker system easily mounts to the interior or exterior of the vehicle. In some cases, tablet may integrate with vehicle speakers.



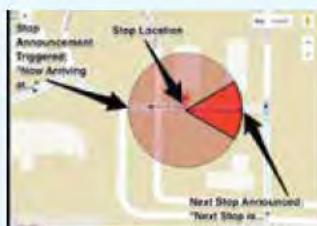
Mobile data terminal (tablet) allows driver to see routes and stops. Driver may replay announcements if desired.



Tablet is easily mounted to vehicle with a locking sleeve that protects the device from damage and allows drivers to comfortably use the system.



Announcements can be run through an internal sign, eliminating the need for driver interaction with a tablet.



Announcements are triggered based on geo-fenced areas. Heading feature allows for announcements at the point of entry.



Contact us for pricing & information
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TransLoc

Badge Scan

Security is important when riding the bus.

We're committed to the security of your riders and have made it simple to integrate a security access checkpoint on your vehicle. Our system can connect with your database of employees or students and provide a real-time validation of those authorized to ride the bus. Our system will automatically log in badge scans and provide a



Real-time rider validation

Option for contactless scanning

Employee/
student access

Integrates with
GPS system

Passenger
count reports



Contact us for pricing & information

<https://bit.ly/product-marketplace>

On-board WiFi Service

Keep your riders connected with WiFi service.

Increasing numbers of riders use smartphones and tablets for everyday tasks, such as email, social media and video streaming. Enhance the rider experience by offering free WiFi on your vehicles. WiFi service for your riders is an added value that sets your transit agency apart from the competition.



Contact us for pricing & information
<https://bit.ly/product-marketplace>

Reporting

Improve your analysis and decision making.

Access a large database of information, including fleet management reports, performance reports, headway reports, dispatch reports, geo-fence reports, arrival and departure reports, ridership reports, and vehicle history reports with location, speed, and idle time.



- Easy to generate
- Easy to interpret
- Hundreds of options
- Graphs and charts
- Export preferences



Contact us for pricing & information
<https://bit.ly/product-marketplace>

Reporting Examples

The figure shows a software interface for vehicle tracking. On the left is a map of a city area with several vehicles tracked, each marked with a green circle and labeled with a vehicle ID (W01, W02, W03, W04, W05, W06). Red arrows point from the text 'View location of all vehicles in fleet' to the vehicle icons on the map. On the right is a table titled 'Vehicles' showing a list of tracked vehicles with columns for Name, Last seen, Track, Status, and Speed. Red arrows point from the text 'View status of all vehicles in fleet' to the 'Status' and 'Speed' columns. The table lists 20 vehicles, all of which are currently active (Status: OK) and have speeds ranging from 0.0 mph to 26.0 mph.

Name	Last seen	Track	Status	Speed
W01	3:32:54 PM	1	OK	26.0 mph
W02	3:32:54 PM	1	OK	16.0 mph
W03	3:32:53 PM	1	OK	26.0 mph
W04	3:32:54 PM	1	OK	16.0 mph
W05	3:32:54 PM	1	OK	26.0 mph
W06	3:32:54 PM	1	OK	26.0 mph
W07	3:32:54 PM	1	OK	26.0 mph
W08	3:32:54 PM	1	OK	26.0 mph
W09	3:32:54 PM	1	OK	26.0 mph
W10	3:32:54 PM	1	OK	26.0 mph
W11	3:32:54 PM	1	OK	26.0 mph
W12	3:32:54 PM	1	OK	26.0 mph
W13	3:32:54 PM	1	OK	26.0 mph
W14	3:32:54 PM	1	OK	26.0 mph
W15	3:32:54 PM	1	OK	26.0 mph
W16	3:32:54 PM	1	OK	26.0 mph
W17	3:32:54 PM	1	OK	26.0 mph
W18	3:32:54 PM	1	OK	26.0 mph
W19	3:32:54 PM	1	OK	26.0 mph
W20	3:32:54 PM	1	OK	26.0 mph



Contact us for pricing & information
<https://bit.ly/product-marketplace>

TransLoc

2020 Products and Services



Contact us for pricing & information
<https://bit.ly/product-marketplace>

RESOLUTION 2021-_____

APPROVING A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH MTM TRANSIT, LLC, FOR SERVICES RELATING TO THE CITY OF TRACY'S TRACER PUBLIC TRANSIT SYSTEM WITH A TOTAL NOT TO EXCEED AMOUNT OF \$10,917,793.01

WHEREAS, Since July 2001, the City of Tracy has contracted for operation of the TRACER Fixed Route and Paratransit Bus services, and

WHEREAS, A Request for Proposals was issued on January 22, 2021, and four proposals were received and opened on February 26, 2021, and

WHEREAS, MTM Transit, LLC, of Lake St. Louis, Missouri, was a responsive and qualified bidder with a proposal that meets the needs of the City of Tracy, and

WHEREAS, A panel of interviewers found that the proposal by MTM Transit, LLC, offered the best value to the City of Tracy;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby awards a three-year Professional Services Agreement to MTM Transit , LLC, for services relating to the City of Tracy's TRACER public transit system with a total not to exceed amount of \$10,917,793.01.

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the City Council of the City of Tracy on the 18th day of May, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

May 18, 2021

AGENDA ITEM 1.C

REQUEST

**APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF TRACY AND HF&H CONSULTANTS, LLC TO PERFORM A
SOLID WASTE RATE STUDY, INCREASING THE NOT TO EXCEED AMOUNT BY
\$17,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$147,720**

EXECUTIVE SUMMARY

The City of Tracy and HF&H Consultants, LLC entered into a Professional Services Agreement (Agreement) to conduct a solid waste rate study that was approved by Council on May 21, 2019. Due to the study being delayed by COVID-19, and the additional request from the City for them to prepare the Proposition 218 notice related to the proposed rate increase, an additional \$17,000 is being requested to complete the rate study. The additional expenses will be covered by the Solid Waste Enterprise Fund.

DISCUSSION

In May 2019, the City entered into an Agreement with HF&H Consultants, LLC to perform a solid waste rate study. HF&H is recognized as an expert in the field of rate studies and has performed similar studies for a multitude of other agencies. As part of the Agreement, HF&H was also tasked with updating Chapter 5.20 – Integrated Solid Waste Regulations in the Tracy Municipal Code. The rate study was delayed due to the unforeseen challenges due to COVID-19, including impacts on revenue sources, which hampered their ability to create an accurate model for projected revenues and expenses.

In addition to the tasks specified in the Agreement, the City has requested that HF&H also prepare the Proposition 218 notification required by law for the proposed rate adjustment. Due to the delay, and the additional work requested for the Proposition 218 notification, an increase to the Agreement's original not to exceed amount of \$17,000 is requested, for an adjusted total not to exceed amount of \$147,720.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategic Priority:

Governance Strategy

Goal 2: Ensure short and long-term fiscal health

Objective 6: Complete rate and fee studies: Solid Waste, Wastewater, Citywide, Core Fees, Master Impact Fees

FISCAL IMPACT

There is no impact to the General Fund for the increase requested. The additional expenses will be covered by the Solid Waste Enterprise Fund.

RECOMMENDATION

That the City Council, by resolution, approve Amendment No. 1 to the Professional Services Agreement between the City of Tracy and HF&H Consultants, LLC increasing the not to exceed amount by \$17,000 for a total not to exceed amount of \$147,720.

Prepared by: Connie Vieira, Management Analyst II

Reviewed by: Don Scholl, Director of Public Works
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jennifer D. Haruyama, City Manager

ATTACHMENTS

Attachment A: Amendment No. 1 to HF&H Consultants, LLC Professional Services Agreement
Attachment B: Professional Services Agreement with HF&H Consultants, LLC

ATTACHMENT A

**CITY OF TRACY
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC**

This Amendment No. 1 (Amendment) to the Professional Services Agreement is entered into between the City of Tracy, a municipal corporation (City), and HF&H Consultants, LLC (Consultant). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. The City and HF&H Consultants, LLC entered into a Professional Services Agreement (Agreement) to perform a solid waste rate study, which was approved by the City Council on May 21, 2019, under Resolution No. 2019-099.
- B. The City is adding the task of preparing a Proposition 218 notification to the services performed by HF&H.
- C. The City needs to increase the not to exceed amount of the agreement to \$147,720.
- D. This Amendment is being executed pursuant to Resolution No. _____ approved by Tracy City Council on _____, 2021.

Now therefore, the Parties mutually agree as follows:

1. **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.
2. **Terms of Amendment.**
 - A. Section 3.1 is hereby amended to read as follows:
"Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$147,720. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval."
3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment.

This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

The Parties agree to the full performance of the terms set forth here.

City of Tracy

Consultant

By: Nancy D. Young
Title: Mayor
Date: _____

By: Richard J. Simonson
Richard J. Simonson
Title: Senior Vice President
Date: May 11, 2021

Attest:

By: Adrienne Richardson, City Clerk

Approved as to form

By: Leticia Ramirez, City Attorney

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
HF&H CONSULTANTS, LLC
Solid Waste Rate Study**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and HF&H Consultants, LLC, a Limited Liability Company (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Consultant to perform a Solid Waste Rate Study; and
- B. On October 25, 2018, the City issued a Request for Proposals (RFP) for a Solid Waste Rate Study (**Project**). On November 15, 2018, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the knowledge, skills, experience and certification required to provide the services.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on May 21, 2019.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Marva Sheehan, CPA and Vice President as the project director. Consultant shall not replace its Authorized Representative, nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall complete all required services no later than October 1, 2019. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
3. **Compensation.** City shall pay Consultant on a time and expense basis.
 - 3.1 **Not to Exceed Amount.** Consultant's total compensation under this Agreement shall not exceed \$130,720. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.
 - 3.2 **Invoices.** Consultant shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services and tasks completed.

3.2.1. Consultant's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City's receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written

authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Don Scholl
Public Works Director
520 Tracy Blvd.
Tracy, CA 95376

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

To HF&H Consultants, LLC:

Marva M. Sheehan
Vice President
201 N. Civic Drive, Suite 230
Walnut Creek, CA 94596

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement,

Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

12.8. Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11. Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Robert Rickman
Title: Mayor
Date: _____

HF&H Consultants, LLC

By: Marva M. Sheehan
Title: Vice President
Date: 5-13-19

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Thomas T. Watson, City Attorney

Exhibits:

A Scope of Work

EXHIBIT A - Scope of Work

Phase 1 Rate / Fee Study

Task 1: Project Initiation

Purpose: To understand the policies, procedures, assumptions, and calculations used to set rates for the City's integrated waste and recycling collection operations and related services

1a: Background Review

Consultant will review background data provided by the City prior to the kick-off meeting. Information to be reviewed includes, but may not be limited to:

- The City's current utility policies and procedures, including general ledger account structure;
- Regulatory requirements as they affect operations, capital projects, revenue requirements, and rate structures of the City's solid waste collection operations and related services;
- The City's current rate model;
- The City's Comprehensive Annual Financial Report related to solid waste collection activities;
- The City's budget related to integrated waste and recycling collection and related activities; and,
- Current rates and customer counts by line of business (i.e., residential, commercial, roll-off, etc.).

1b: Kick-Off Meeting

Consultant will prepare for, attend, and facilitate a kick-off meeting with City staff. This will be a working meeting to review and discuss, among other things:

- Key team members;
- Project goals and objectives;
- Key policy objectives of the City regarding solid waste rates and fees;
- Current issues and concerns (financial and operational);
- Project scope and timing;
- The distribution of operating and capital expenses among user classes; and,
- Future residential and commercial recycling and organics diversion programs;
 - Key model components (lines of collection services, other operations funded through solid waste rates, customer subscription data, etc.) and assumptions (assumed growth, assumed disposal tonnages, landfill tip fees, recyclable materials processing fees, annual reserve targets, etc.);
 - Model scenarios and sensitivities; and,

- o Model format.

City staff should budget a minimum of four hours for this meeting. Consultant staff will also be available to meet with individual City staff following the kick-off meeting to review various issues in more detail as needed.

Task 2: Investigation and Data Collection

Purpose: To determine the availability of the data needed to perform the required analysis. This will include data from both the City's financial systems and that of the collector.

2a: Current Operations

Consultant will review, identify, and summarize the City's collection system, financial and operational data to evaluate current:

- Revenue Sources (residential, commercial, multi-family, etc. by material type collected);
- Reserve fund policies and requirements;
- Operating expenses;
- Allocations between solid waste collection activities;
- Allocations of overhead costs;
- Capital cost funding and other funding sources; and,
- Billing programs.

Consultant will review the City's existing service agreements with Tracy Delta Solid Waste Management, Inc. and Tracy Material Recovery & Solid Waste Transfer, Inc. to ensure all financial aspects of the agreements are addressed in the development of the revenue requirement.

Consultant will evaluate the current information and compare it to industry benchmarks derived from operational and financial data Consultant has gathered from recent cost of service studies; and, Consultant evaluation of recent competitive proposals.

Consultant will compare the overall costs of providing residential collection services and commercial collection services to the revenue generated from rates charged to customers of each service group to determine if the current rate structure meets the requirements of Proposition 218.

Consultant will use the information from Consultant assessment of the current rate structure to discuss options available to the City to meet expected changes in the underlying collection costs.

Task 3 – Survey of Comparable Agencies' Rates

Purpose: Consultant will conduct a survey of other cities to compare the City's rates to other agencies of comparable population and services.

3a: Gather Data

Consultant will research and determine the agencies that would have comparable services and of similar population size. Consultant will present and obtain approval from City staff of the list prior to obtaining the survey data. The results of the survey will take into consideration differences between agencies, such as:

- Variation in level of services;
- Fee variations (franchise fees, vehicle impact fees, AB 939 fees, etc.); and,
- Proximity to a landfill or processing facility

3b: Summarize Results

Consultant will summarize the survey results in a chart form for presentation to City staff and inclusion in our Phase 1 report.

Task 4 – Communication of Phase 1 Findings

Purpose: Phase 1 will provide City staff with the foundation for Phase 2. Consultant will address all current concerns/needs before embarking on future needs. This report will provide City staff with the ability to address future programs and other needs along with potential funding sources.

Consultant will prepare a report documenting the analysis, findings, and recommendations, and present these to the staff for comment and discussion.

Phase 2 – Develop Rate and Fee Methodologies and Recommendations

Purpose: Phase 2 will provide the opportunity for Consultant, the City, and the Collector to work together to develop new and innovative ways to meet the City's collection needs while complying with new program requirements.

Task 1 – Rates for Food Waste

Consultant will discuss food waste program options with City staff. Consultant will then facilitate meetings with City staff and the collection and processing companies to discuss how best to implement the food waste programs and related rates in the most efficient and economical manner.

Task 2 – Drop Box Rates

Consultant will facilitate meetings with City staff and the collection company to discuss current drop box rates and costs. Consultant will compare those rates and costs to industry benchmarks and determine if the City rates should be modified.

Task 3 – Analysis of Current Fees and Service Levels

Consultant will facilitate meetings with City staff and, as appropriate, the collection and processing companies to discuss current City fees and service levels. Consultant will also discuss other fees and services that may be of interest to the City. Consultant will analyze the fees and service levels and propose changes as needed.

Task 4 – Projected Cost of Service

Purpose: To provide a stand-alone model that City staff can use to determine future rates that is simple to use yet provides functionality to incorporate current and future needs. The model will be developed in a format the City is accustomed to using.

4a: Develop Rate Model

Incorporating the results of Tasks 1 through 3, Consultant will prepare a multi-year user-friendly model for the City's use to project future rates and costs. The model will incorporate:

- The impact of projected growth and inflation on operational and financial assumptions;
- The impact of new diversion programs (e.g., expanded commercial recycling and organics programs) on operational and financial assumptions;
- The allocation of existing revenues, operating expenses, and capital expenses to the collection system;
- A cost of service analysis to assist in Proposition 218 compliance;
- The use of alternative funding sources (Vehicle Impact Fee, Clean Water Program Fee, etc.), if desired; and,
- The maintenance of necessary operating reserves.

The model will allow the City to input actual annual data which will be used to update the five year projections each year.

Additionally, the model will allow the use of alternative rate structures (up to three) to allow a "what if" feature to assess the rate impact of future scenarios (timing of adjustments, new diversion programs, new fees, new services, etc.) or other changes the City may want to evaluate and include in the rate model.

Consultant will provide documentation and training for City staff once the model is developed.

4b: Modeling Future Considerations – Growth and Diversion Requirements

The City anticipates significant growth in the near and long-term future. Additionally, there are State-mandated diversion requirements the City must consider. Consultant will develop a model that will provide a mechanism to carefully plan for these two concerns to assure financial stability for the City as the complexities between the two overlap and affect multiple facets of the operation. The analysis will focus on:

- Expected operating and capital expenditures to accommodate the City's expected future growth; and,
- Expected rate impacts to accommodate diversion due to recent legislation including:
 - AB 341 requiring mandatory commercial recycling;
 - AB 1826 requiring commercial and multi-family organics service to customers generating two yards per week of solid waste by the year 2020; and,
 - SB 1383 mandating 75% diversion (based on 2014 levels) of organic material and a 20% improvement in edible food recovered by 2025. This bill applies to residential, commercial, and multi-family customers.

Consultant's specific tasks will include:

- Reviewing the City's productivity and cost assumptions associated with growth and the expanded diversion programs for incorporation into the new rate model. The review will include analysis of expected changes in:
 - The costs of billing and the associated costs for adding customers and services; and,
 - Processing and disposal fees to accommodate the higher costs of processing organic materials.
- Meeting with City and Collector staff to discuss potential changes in Collection methods (i.e., going from a single cart to a split cart collection system for residential food scraps).

Task 5 – Additional Funding Sources

5a: Vehicle Impact Fee

Much of the deterioration of streets is caused by larger and heavier vehicles. A single, large truck can cause as much damage as thousands of automobiles. Solid waste, recycling, and yard waste vehicles (Refuse Vehicles) are the heaviest vehicles regularly operating on residential streets. While impacts differ from one jurisdiction to another, the impacts are significant. Consultant will evaluate the impacts and provide recommended fee assessments.

Consultant will perform a Vehicle Impact Fee analysis that can be incorporated into the new rate model to allow the City to recover street maintenance costs through the solid waste rates charged to customers.

5b: Clean Water Program Expenses

The California State Water Resources Control Board, through its permit process, has instituted the requirement for trash control implementation. Consultant will develop a fee structure for capturing the recovery of the storm drain capital and maintenance costs (cost of trash capture devices and on-going maintenance) through the refuse rates. Consultant will work with your stormwater department in evaluating the costs.

5c. Miscellaneous Expenses

Consultant will perform analysis of other programs and services (e.g. tree maintenance) that may allow the City to recover costs through the solid waste rates charged to customers.

Task 6 – Reporting and Presentations

Purpose: To provide the City with a draft report, final report, rate review recommendations, rate and fee recommendations, and to work with staff to present those results to the City Council and the public as requested.

6a: Draft Report

Consultant will prepare and issue a draft report to City staff that includes documentation of the analysis that was conducted, the rate model and inputs, and recommended adjustments to rates and fees.

6b: Final Report

Consultant will revise the draft report, as appropriate, to respond to comments and recommendations by City staff. Revisions to the draft report may be necessary due to, but not limited to, the following: 1) new information not previously available; 2) changes to information previously provided by the City; 3) errors

in the calculations used to support the findings and/or; 4) for the purpose of clarification and implementation of fees and/or recommendations.

6c: Rate Review Assistance

Consultant will assist City staff in developing a rate review process that takes into account changes to the collection system recommended in the final report.

6d: Presentations

Consultant will be available to discuss and present the results of the rate study, as required, to the City Council. If requested, we will also work with City staff to present the information at a Public Hearing.

The presentations will include a review of the issues related to rate and fee methodologies, revenue requirements and model design, and recommended rate structures and new services. Consultant's fees account for up to two such meetings. Additional meetings and/or study sessions may be arranged on a time-and-materials basis at the City's option.

Task 7: Development of Mandatory Recycling and Organics Ordinances

Purpose: In order to meet the State's diversion goals, City desires ordinances to mandate participation in the City's diversion programs.

7a: Develop Ordinances

Consultant will provide model ordinances to City staff for its review and revise accordingly.

7b: Obtain City Attorney Approval

Consultant will meet twice with City staff and the City Attorney to ensure proper compliance with the City's municipal code.

7c: Finalize Ordinances

Consultant will finalize the ordinances based on City Staff and City Attorney's comments.

Task 8: Engagement Management

Throughout the engagement, Consultant representatives: Ric Hutchinson and Scott Holt, will develop work plans, monitor their completion, and modify work plans that will guide Consultant staff in the performance of the engagement. The engagement director, Marva Sheehan, will review the analytical tasks and the interim, draft, and final work products to ensure that they fulfill the City's needs.

RESOLUTION _____

APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF TRACY AND HF&H CONSULTANTS, LLC TO PERFORM A SOLID
WASTE RATE STUDY, INCREASING THE NOT TO EXCEED AMOUNT BY \$17,000 FOR A
TOTAL NOT TO EXCEED AMOUNT OF \$147,720

WHEREAS, The City of Tracy and HF&H Consultants, LLC entered into a Professional Services Agreement to perform a solid waste rate study in May 2019, and

WHEREAS, The City is adding the task of preparing a Proposition 218 notification to the services performed by HF&H, and

WHEREAS, Additional funding in the amount of \$17,000 is necessary to complete the solid waste rate study due to delay incurred by COVID-19 and the added Proposition 218 notification preparation, and

WHEREAS, The total not to exceed amount of the Professional Services Agreement will now be \$147,720;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby approves Amendment No. 1 to the Professional Services Agreement between the City of Tracy and HF&H Consultants, LLC to perform a solid waste rate study, increasing the not to exceed amount by \$17,000 for a total not to exceed amount of \$147,720.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 18th day of May, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

May 18, 2021

AGENDA ITEM 1.D

REQUEST

APPROVE THE DEFERRED IMPROVEMENT AGREEMENT (DIA) FOR SEEFRIED INDUSTRIAL PROPERTIES, AND AUTHORIZE FOR THE CITY CLERK TO FILE THE DEFERRED IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

LIT Industrial Limited Partnership, a Delaware limited partnership (Developer) has requested that the construction of certain improvements required under the Conditions of Approval for Seefried Industrial Properties Project be deferred to a later date. The Developer has signed the Deferred Improvement Agreement (DIA) to guarantee completion of the Deferred Improvements.

DISCUSSION

On December 19, 2019, the Development Services Director approved a Development Review Application (D18-0034) for the construction of three new industrial buildings totaling 1,035,500 square feet and their related parking and landscape improvements located at northeast corner of E. Grant Line Road and Chrisman Road (Assessor's Parcel Numbers 213-070-48, 213-070-49, 213-070-52, 213-070-53, 213-070-85 and 213-070-87), subject to specific Conditions of Approval.

LIT Industrial Limited Partnership is the owner of real property located at the northeast corner of E. Grant Line Road and Chrisman Road.

In accordance with the improvement plans and Conditions of Approval, Developer is required to construct two temporary retention basins and to repair and maintain said basins while the storm drainage retention basins are in service and then to modify/remove said basins when no longer needed as determined by the City Engineer, in accordance with the Conditions of Approval.

The Developer has executed the DIA with required security, to guarantee the completion of the Deferred Improvements. The DIA and Improvement Plans are on file with the City Engineer and are available for review upon request.

All other off-site improvements required per the Conditions of Approval will be completed per the Offsite Improvement Agreement (OIA) that was executed by LIT Industrial Limited Partnership.

FISCAL IMPACT

The Developer has paid the applicable engineering review fees which include the cost of processing the Deferred Improvement Agreement.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

RECOMMENDATION

That City Council, by resolution, approve the Deferred Improvement Agreement for Seefried Industrial Properties, and authorize the City Clerk to file the Deferred Improvement Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Nanda Gottiparthy, PE, SNG & Associates, Inc.

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

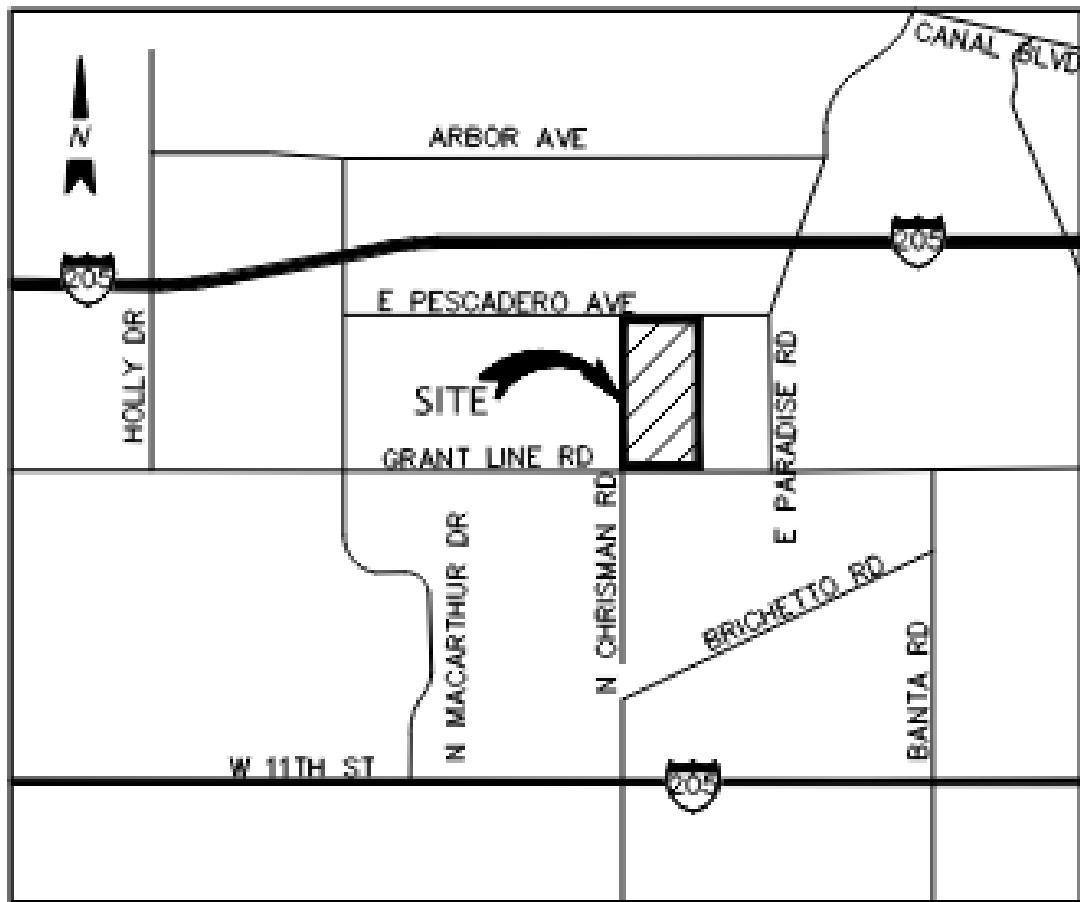
Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Deferred Improvement Agreement

Attachment A



VICINITY MAP

N.T.S.

RECORDING REQUESTED BY:
City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

WHEN RECORDED MAIL TO:
City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrienne Richardson

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

**CITY OF TRACY
DEFERRED IMPROVEMENT AGREEMENT
LIT INDUSTRIAL LIMITED PARTNERSHIP**

This DEFERRED IMPROVEMENT AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "City"), and LIT Industrial Limited Partnership, a Delaware limited partnership (referred to as "Developer") on 9/14/ 2021 ("Effective Date").

RECITALS

- A.** Developer is currently the owner of the real property located on the north side of Grant Line Road, approximately one thousand three hundred twenty (1,320) feet west of Paradise Road (Assessor's Parcel Numbers 213-070-48, 213-070-49, 213-070-52, 213-070-53, 213-070-85 and 213-070-87) (hereinafter "**Property**") and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.
- B.** The Development Review Application and related Tentative Parcel Map Application (D18-0034 and TSM19-0004) (collectively, "**Applications**") for Developer's proposed Silva Dairy Site Industrial Project on the Property (hereinafter "**Project**") were approved by the Development Services Director and the City Engineer, respectively, on December 19, 2019, are on file with the City Engineer, and are incorporated herein by reference. The approval of the Project was subject to specific conditions of approval (hereinafter, collectively, "**Conditions of Approval**"), attached hereto as Exhibit "B", and incorporated by reference.
- C.** The Conditions of Approval require Developer to construct certain on-site and off-site improvements that are necessary to serve the Project. Developer has requested construction of certain of these off-site improvements be deferred to a later date (hereinafter, collectively, "**Deferred Improvements**"). The Deferred improvements are described in Exhibit "C", attached hereto, and incorporated herein by reference.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. SCOPE OF WORK.** Developer shall construct, or cause to be constructed, the Deferred Improvements to the reasonable satisfaction of the City Engineer, in accordance with the terms and conditions set forth in this Agreement (including

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT

SEEFRIED INDUSTRIAL PROPERTIES

PAGE 2 OF 7

Exhibit "C"), any Plans and Specifications for the Deferred Improvements that have been or may be approved by the City Engineer (hereafter, collectively, the "**Plans and Specifications**"), and the applicable provisions of the Tracy Municipal Code (such construction is hereafter referred to, collectively, as the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, at the time and in the manner described in the approved Applications and Exhibit "C", subject to any fee credits and/or reimbursement due under applicable laws and regulations. No material change shall be made to the scope of the Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a material change in the scope of the Work, in accordance with the requirements of Tracy Municipal Code section 12.36.060(f). Developer's performance of the Work is subject to any applicable revisions, and/or updates of the City's Design Documents. At the City Engineer's written determination, Developer shall update Exhibit "C" to substantially conform to the current adopted Design Documents.

2. **IMPROVEMENT SECURITY.** Concurrently with Developer's execution of this Agreement, Developer shall furnish improvement security for the Deferred Improvements, in a form authorized by the Subdivision Map Act (Government Code sections 66499 *et seq.*) and Tracy Municipal Code section 12.36.080, in the following amounts:
 - 2.1. **Faithful Performance** security in the amount of **\$15,635,782** to secure faithful performance of the Work (until the date when the City Council accepts the Deferred Improvements as complete).
 - 2.2. **Labor and Material** security in the amount of **\$15,635,782** to secure payment by Developer to laborers and materialmen for the Work (until the date when claims are required to be made by laborers and materialmen).
 - 2.3. **Warranty** security in the amount of **\$1,563,578** to guarantee the Work against any defective work or labor done, or defective materials used in the performance of the Work for one (1) year from the date on which the City Council accepts the Deferred Improvements as complete.
3. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The timing requirements for the Deferred Improvements are set forth in Exhibit "C". Developer shall submit all requests for extensions of time to City, in writing, no later than fifteen (15) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.
4. **OBLIGATIONS RUN WITH THE LAND.** All obligations and provisions of this Agreement shall run with the Property described in Exhibit "A", and shall bind Developer and its respective successors and assigns.

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT

SEEFRIED INDUSTRIAL PROPERTIES

PAGE 3 OF 7

5. NOTICES. All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be either personally delivered or electronically mailed to the respective party as follows:

To CITY:

City Engineer
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Developer:

LIT Industrial Limited Partnership
1717 McKinney Ave.
Dallas, TX 75202
Attn: John Clinton
john.clinton@clarionpartners.com

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

With a copy to:

Seefried Industrial Properties, Inc.
2201 E. Camelback Rd., Suite 225b
Phoenix, AZ 85016
jasonquintel@seefriedproperties.com

With a copy to:

Miller Starr Regalia
Attn: Nadia Costa
1331 N. California Blvd., Fifth Floor
Walnut Creek, CA 94596
nadia.costa@msrlegal.com

Communications shall be deemed to have been given and received on the first to occur of: (a) actual receipt at the email address designated above, or (b) two (92) working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

6. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without City's written consent, which shall not be unreasonably withheld, delayed or conditioned. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. A written consent by City to one assignment shall not be deemed to be the consent to any subsequent assignment.

7. INDEMNIFICATION. Developer shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by City), and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, liabilities, costs and expenses (including court costs and attorney's fees) arising out of Developer's performance the Work or failure to comply with obligations under this Agreement of the Deferred Improvements by Developer or Developer's agents, representatives, contractors, subcontractors or employees, except to the extent caused by City's sole or active negligence, or willful misconduct of City.

In this section, "City" means the City, its officials, officers, agents, and employees; "Developer" means the Developer, its employees, agents and subcontractors; "Claims" consists of claims, demands, actions, losses, damages, injuries, and liability

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT

SEEFRIED INDUSTRIAL PROPERTIES

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(including any and all related costs and expenses in connection therewith) and any allegations of these; and "arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the Work or the termination of this Agreement, and are not limited by the provisions of Section 8 below relating to insurance.

8. INSURANCE. Prior to the execution of this Agreement and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by Developer or its general contractor responsible for the Work. The insurance coverage requirements below can also be covered by umbrella policies if approved by City.

- 8.1. General.** Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.
- 8.2. Commercial General Liability.** Developer shall maintain or cause to be maintained commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Such general liability policies shall be primary and non-contributory and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
- 8.3. Automobile Liability.** Developer shall provide or cause to be provided auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000) per accident.
- 8.4. Workers' Compensation.** Developer shall maintain or cause to be maintained Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- 8.5. Professional Liability.** Developer shall require or cause to be required its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT

SEEFRIED INDUSTRIAL PROPERTIES

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date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

- 8.6. Notice of Cancellation.** Developer shall obtain or cause to be obtained endorsements to all insurance policies by which each insurer is required to provide thirty (30) days' prior written notice to City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 8.7. Authorized Insurers.** All insurance companies providing coverage required under this Section 8 shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 8.8. Insurance Certificate.** Developer shall provide or cause to be provided evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.
- 8.9. Substitute Certificates.** No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide or cause to be provided City with a substitute certificate of insurance.
- 8.10. Developer's Obligation.** Maintenance of insurance by or on behalf of Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.
- 9. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 10. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 11. SEVERABILITY.** In the event that any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
- 12. JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

CITY OF TRACY -DEFERRED IMPROVEMENT AGREEMENT

SEEFRIED INDUSTRIAL PROPERTIES

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13. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between the parties concerning the Deferred Improvements described herein to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements related to the Deferred Improvements.

14. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

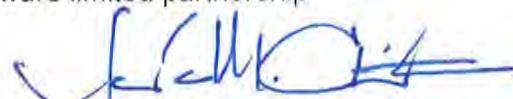
a municipal corporation

By: Nancy Young
Title: MAYOR

a

DEVELOPER:

LIT Industrial Limited Partnership, a
Delaware limited partnership



By: LIT Holdings GP, LLC,
Delaware limited liability
company, its general partner

Date: _____

Attest:

By: Adrienne Richardson
Title: CITY CLERK

Date: _____

Approved As To Form:

By: Leticia Ramirez
Title: CITY ATTORNEY

Date: _____

**CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT
SEEFRIED INDUSTRIAL PROPERTIES
PAGE 7 OF 7**

EXHIBITS

A – Legal Description of Property

B – Conditions of Approval

C – Deferred Improvements

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOTS 55 AND 57 AS SHOWN ON "MAP OF UNIT NO. 1, PESCADERO COLONY", FILED FOR RECORD NOVEMBER 10, 1921 IN VOLUME 10 OF MAPS AND PLATS, AT PAGE 44, SAN JOAQUIN COUNTY RECORDS.

PARCEL TWO:

LOT 69 AS SHOWN ON "MAP OF UNIT NO. 1, PESCADERO COLONY", FILED FOR RECORD NOVEMBER 10, 1921 IN VOLUME 10 OF MAPS AND PLATS, AT PAGE 44, SAN JOAQUIN COUNTY RECORDS.

THE ABOVE LEGAL DESCRIPTION IS ALSO REFERRED TO AS PARCEL "C" AS SHOWN ON PARCEL MAP FILED FOR RECORD JULY 7, 1980 IN BOOK 9 OF PARCEL MAPS, AT PAGE 95, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM A PORTION OF LOT 69, AS SAID LOT IS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF UNIT NO. 1, PESCADERO COLONY", FILED FOR RECORD NOVEMBER 10, 1921 IN VOLUME 10 OF MAPS AND PLATS, AT PAGE 44, SAN JOAQUIN COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EAST BOUNDARY LINE OF LOT 69 WITH THE SOUTHERN RIGHT-OF-WAY LINE OF PESCADERO AVENUE (30.00 FEET FROM CENTERLINE), FORMERLY NAMED VINE AVENUE, AS SAID LOT AND AVENUE ARE SHOWN UPON THAT ABOVE REFERRED TO MAP AND RUNNING THENCE ALONG SAID EAST BOUNDARY LINE OF LOT 69, SOUTH 00°18'15" WEST, 1290.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 69; THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT 69, NORTH 89°41'45" WEST 32.50 FEET; THENCE LEAVING SAID SOUTHERN BOUNDARY LINE AND RUNNING PARALLEL WITH AND 32.50 FEET DISTANT FROM SAID EAST BOUNDARY LINE OF LOT 69, NORTH 00°18'15" EAST 1290.00 FEET TO SAID SOUTHERN RIGHT-OF-WAY LINE, AS SHOWN UPON THAT ABOVE REFERRED TO MAP AS VINE AVENUE; THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY LINE, SOUTH 89°41'45" EAST, 32.50 FEET, TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS ALSO REFERRED TO AS PARCEL "C" AS SHOWN ON PARCEL MAP FILED FOR RECORD JULY 7, 1980 IN BOOK 9 OF PARCEL MAPS, AT PAGE 95, SAN JOAQUIN COUNTY RECORDS.

PARCEL THREE:

LOT 71 AS SHOWN ON "MAP OF UNIT NO. 1, PESCADERO COLONY", FILED FOR RECORD NOVEMBER 10, 1921 IN VOLUME 10 OF MAPS AND PLATS, AT PAGE 44, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM PARCEL "A" AND PARCEL "B" AS SHOWN ON PARCEL MAP FILED FOR RECORD JULY 7, 1980 IN BOOK 9 OF PARCEL MAPS, AT PAGE 95, SAN JOAQUIN COUNTY RECORDS.

THE ABOVE LEGAL DESCRIPTION IS ALSO REFERRED TO AS PARCEL "C" AS SHOWN ON PARCEL MAP FILED FOR RECORD JULY 7, 1980 IN BOOK 9 OF PARCEL MAPS, AT PAGE 95, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM A PORTION OF LOT 69, AS SAID LOT IS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF UNIT NO. 1, PESCADERO COLONY", FILED FOR RECORD NOVEMBER 10, 1921 IN VOLUME 10 OF MAPS AND PLATS, AT PAGE 44, SAN JOAQUIN COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE EAST BOUNDARY LINE OF LOT 71, AT THE NORTHEAST CORNER OF PARCEL "A", AS SHOWN PARCEL MAP FILED FOR RECORD JULY 7, 1980 IN BOOK 9 OF PARCEL MAPS, AT PAGE 95, SAN JOAQUIN COUNTY RECORDS AND RUNNING THENCE FROM POINT OF BEGINNING ALONG SAID EAST BOUNDARY LINE OF LOT 71, NORTH 00°27'09" EAST, 1121.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 71; THENCE ALONG THE NORTHERN BOUNDARY LINE OF SAID LOT 71, NORTH 89°44'45" WEST, 32.50 FEET; THENCE LEAVING SAID NORTHERN BOUNDARY LINE AND RUNNING PARALLEL WITH AND 32.50 FEET DISTANT FROM SAID EAST BOUNDARY LINE OF LOT 71, SOUTH 00°27'09" WEST, 1121.68 FEET TO THE NORTHERN BOUNDARY LINE OF SAID PARCEL "A"; THENCE ALONG SAID NORTHERN BOUNDARY LINE OF SAID PARCEL "A", SOUTH 89°44'40" EAST, 32.50 FEET TO THE POINT OF BEGINNING.

PARCEL A:

PARCEL "A" AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD JULY 7, 1980, IN BOOK OF PARCEL MAPS, VOLUME 9, PAGE 95, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF LOT 71, UNIT NO. 1 OF PESCADERO COLONY, RANCHO EL PESCADERO FILED FOR RECORD NOVEMBER 10, 1921 IN BOOK OF MAPS AND PLATS, VOLUME 10, PAGE 44, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THAT PORTION DEEDED TO THE CITY OF TRACY BY DOCUMENT RECORDED OCTOBER 17, 2007 AS INSTRUMENT NO. 2007-179340 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL A, ON THE NORTHERN RIGHT OF WAY LINE OF GRANT LINE ROAD (30.00 FEET FROM CENTERLINE) AS SAID PARCEL AND ROAD ARE SHOWN UPON THE ABOVE REFERRED TO MAP AND RUNNING THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE, NORTH 89° 32' 52" WEST 259.89 FEET TO THE WEST BOUNDARY LINE OF SAID PARCEL A; THENCE ALONG SAID WEST BOUNDARY LINE OF SAID PARCEL, NORTH 00° 27' 08" EAST 7.00 FEET; THENCE LEAVING SAID WEST BOUNDARY LINE AND RUNNING PARALLEL TO AND 7.00 FEET DISTANT FROM SAID NORTHERN RIGHT OF WAY LINE OF GRANT LINE ROAD, SOUTH 89° 32' 52" EAST, 259.89 FEET TO THE EAST BOUNDARY LINE OF SAID PARCEL A; THENCE ALONG SAID EAST BOUNDARY LINE, SOUTH 00° 27' 08" WEST, 7.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL "B" AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD JULY 7, 1980, IN BOOK OF PARCEL MAPS, VOLUME 9, PAGE 95, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF LOT 71, UNIT NO. 1 OF PESCADERO COLONY, RANCHO EL PESCADERO FILED FOR RECORD NOVEMBER 10, 1921 IN BOOK OF MAPS AND PLATS, VOLUME 10, PAGE 44, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL B, ON THE NORTHERN RIGHT OF WAY LINE OF GRANT LINE ROAD (30.00 FEET FROM CENTERLINE) AS SAID PARCEL AND ROAD ARE SHOWN UPON

THE ABOVE REFERRED TO MAP AND RUNNING THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE, SOUTH 89°32'52" EAST 262.10 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL B; THENCE ALONG SAID EAST BOUNDARY LINE OF SAID PARCEL, NORTH 00°27'08" EAST 7.00 FEET; THENCE LEAVING SAID EAST BOUNDARY LINE RUNNING PARALLEL TO AND 7.00 FEET DISTANT FROM SAID NORTHERN RIGHT OF WAY OF GRANT LINE ROAD, NORTH 89°32'52" WEST 262.10 FEET TO THE WEST BOUNDARY OF SAID PARCEL B; THENCE ALONG SAID WEST BOUNDARY LINE, SOUTH 00°27'08" WEST, 7.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

CITY OF TRACY
DETERMINATION OF THE
DEVELOPMENT SERVICES DIRECTOR

Application Number D18-0034

A determination of the Development Services Director approving a Development Review application for three new industrial buildings totaling 1,035,500 square feet and their related parking and landscape improvements located at the northeast corner of E. Grant Line and Chrisman Roads (Assessor's Parcel Numbers 213-070-48, 49, 52, 53, 85, and 87). The owners are Frank Silva, Manuel Silva and Bernadine Silva, and applicant is LIT Acquisitions, LLC.

The following considerations were relevant in evaluating this application: Existing and planned infrastructure improvements, such as adjacent roadways, existing site improvements, storm drain systems, the project's visual impact on Grant Line Road, Chrisman Road, and Pescadero Road, as well as other adjacent properties, on-site circulation, and landscaping.

Staff has reviewed the application and determined that the following City regulations apply:

TMC Sec 10.08.3920 et seq.: Development Review
TMC Sec 10.08.3440 et seq.: Off-Street Parking Requirements
Northeast Industrial Specific Plan
City of Tracy Design Goals and Standards

The Development Services Director has determined that the proposed project is consistent with the Northeast Industrial Specific Plan Environmental Impact Report (EIR), approved by the City Council in 1996, and the General Plan EIR approved by the City Council on February 1, 2011. Pursuant to CEQA Guidelines Section 15183, no additional environmental documentation is required. An analysis of the project shows that there will be no significant on or off-site impacts as a result of this particular project which were not already discussed in the Northeast Industrial and General Plan EIRs. There is also no evidence of any significant impacts to occur off-site as a result of the project, as traffic, air quality, land use and other potential cumulative impacts have already been considered within the original environmental documentation. No new evidence of potentially significant effects has been identified as a result of this project.

THE DEVELOPMENT SERVICES DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY APPROVES THE DEVELOPMENT REVIEW APPLICATION AS DESCRIBED IN THE PLANS RECEIVED BY THE DEVELOPMENT SERVICES DEPARTMENT ON SEPTEMBER 26, 2019, SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL (EXHIBIT "1") AND BASED ON THE FOLLOWING FINDINGS:

Development Review Findings:

1. The proposal increases the quality of the project site and enhances the property in a manner that improves the property in relation to the surrounding area and the citizens of Tracy because it will enhance the property with a new, well-designed industrial buildings and related landscaping.

Development Services Determination

IPT Building 4 D18-0034

December 19, 2019

Page 2

2. The proposed project, as conditioned, conforms to the regulations of the Northeast Industrial Specific Plan, the Tracy Municipal Code, the City of Tracy General Plan, the Citywide Design Goals and Standards, California Building and Fire Codes, and all other applicable City regulations, including land use, building design, off-street parking and circulation, and landscape design.



Andrew Malik, Development Services Director

12/19/19

Date of Action

Exhibit 1 - Development and Engineering Services Department Conditions of Approval

**Conditions of Approval for Seefried Industrial
Northeast corner of Grant Line and Chrisman Roads
Application Numbers D18-0034 and TSM19-0004
December 19, 2019**

A. General Provisions and Definitions

1. These Conditions of Approval shall apply to the real property described as the northeast corner of Grant Line and Chrisman Roads, Assessor's Parcel Numbers 213-070-48, 49, 52, 53, 85 and 87, Application Numbers D18-0034 and TSM19-0004, three new industrial buildings totaling 1,035,500 square feet with related parking and landscaping (hereinafter "Project").
2. The following definitions shall apply to these Conditions of Approval:
 - a. "Applicant" means any person, or other legal entity, defined as a "Developer".
 - b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.
 - c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, Northeast Industrial Concept Development Plan, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
 - d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
 - e. "Conditions of Approval" shall mean the conditions of approval applicable to the three industrial buildings totaling 1,035,500 square feet and related improvements. Application Numbers D18-0034 and TSM19-0004, located at the northeast corner of Grant Line and Chrisman Roads, Assessor's Parcel Numbers 213-070-48, 49, 52, 53, 85 and 87. The Conditions of Approval shall specifically include all Development Services Department, including Planning Division, Engineering, and Building Division and Fire Department conditions set forth herein.
 - f. "Project" means the real property located at the northeast corner of Grant Line and Chrisman Roads, Assessor's Parcel Numbers 213-070-48, 49, 52, 53, 85 and 87.

- g. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.
3. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
4. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations.
5. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Planning Division Conditions of Approval

B1. Except as otherwise modified herein, the project shall be developed in accordance with the plans received by the Development Services Department on September 26, 2019. Prior to the issuance of any building permits, any deviations from the approved site plan or elevations shall be evaluated for substantial compliance with the approved plans, to the satisfaction of the Development Services Director. Should any deviations be determined not to be in substantial compliance with the approved plans, they shall be reviewed in a new Development Review application process.

B2. Prior to the issuance of a building permit, the site plan shall be revised to show a landscape setback of at least 15 feet adjacent to all public rights-of-way.

B3. Prior to issuance of a building permit, a detailed landscape and irrigation plan showing the landscaping shall be submitted for approval by the Development Services Director. All landscape and irrigation improvements shall be designed and installed per the requirements of the City of Tracy Off-Street Parking Requirements, the Water Efficient Landscape Guidelines, and all other applicable City standards.

B4. Prior to the issuance of a building permit, an Agreement for Maintenance of Landscape and Irrigation Improvements shall be executed and financial security submitted to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements, or \$2.50 per square foot of on-site landscape area.

B5. All PG&E transformers, phone company boxes, trash enclosures or compactors, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

B6. All vents, gutters, downspouts, flashing, electrical conduit, etc. shall be internal to the buildings when feasible, and otherwise shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

B7. Prior to the issuance of a certificate of occupancy, bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510 to the satisfaction of the Development Services Director.

B8. All exterior lighting shall be directed downward, onto the parking and maneuvering surface and away from the public rights-of-way.

B9. All improvements shall be consistent with the Tracy Municipal Code, Northeast Industrial Specific Plan, Standard Plans, and other applicable City Regulations.

B10. Where landscape planters are parallel and adjacent to the side of vehicular parking spaces, a 12" wide concrete curb shall be placed adjacent to the parking space to allow for pedestrian access to vehicles without damage to the landscape areas.

B11. Prior to final inspection of certificate of occupancy, on-site circulation signs shall be installed to the satisfaction of the Development Services Director.

B12. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes whether proposed as part of this application, potential future equipment, or any portion thereof, shall be visible from Grant Line Road, Chrisman Road, Pescadero Road, I-205 or any other public right-of-way. The parapet walls shall be designed at the appropriate height to screen such equipment.

B13. Prior to the issuance of a building permit, a detailed plan of the trash enclosures shall be submitted, showing solid metal doors, interior concrete curbs, walls of at least eight feet in height, a roof structure, and exterior materials compatible with the adjacent building exteriors.

B14. Prior to the issuance of a certificate of occupancy, a reciprocal access and parking agreements or easement shall be recorded on the parcels to allow for shared parking and circulation in order to meet the parking demand for all buildings on the site, and copies of the recorded documents shall be delivered to the Development and Engineering Services Department. The recorded documents shall contain a statement that the agreement and/or easement cannot be rescinded without prior written approval by the City of Tracy.

B15. Prior to the issuance of a building permit, the parking lot lighting plan shall be revised to show compliance with the minimum standard of one foot candle power within the auto parking area.

B16. Prior to the issuance of a building permit, a detailed plans for the amenities in the employees break areas shall be submitted for review and approval by Planning staff.

Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable recommendations of the technical analyses and reports prepared for the Project listed as follows:

- a. *Seefried Industrial Project Traffic Impact Study in the City of Tracy*, prepared by Kimley-Horn Associates, dated April 10, 2019, and Seefried Properties – Traffic and Engineering Review prepared by Kimley-Horn Associates, dated December 2, 2019 ("Traffic Analysis") any subsequent amendments or updates.
- b. *Water Distribution System Hydraulic Network Analysis* prepared by Blackwater Consulting Engineers, Inc dated October 17, 2019 ("Water Analysis") and any subsequent amendments or updates.
- c. *Silva Dairy Property (Seefried Project) – Chrisman Road and Pescadero Avenue* by Stormwater Consulting Inc. dated October 3, 2019 ("Storm Drainage Analysis") and any subsequent amendments or updates.
- d. *Sewer Collection System Hydraulic Capacity Analysis* prepared by Blackwater Consulting Engineers, Inc. dated December 6, 2019 ("Sewer Analysis") and any subsequent amendments or updates.

- C.1.1. Developer shall comply with the requirements of the Northeast Industrial Specific Plan Finance and Implementation Plan (NEI Phase 1 FIP), approved by City Council December 1999 (Resolution Numbers 99-462 and 99-485), April 1, 2003 (Resolution Number 2003-100), January 4, 2005 (Resolution Number 2005-023), February 21, 2006 (Resolution Number 2006-069), April 15, 2008 (Resolution Number 2008-065), and NEI Phase 2 FIP approved by City Council January 2006 (Resolution Number 2006-038), and January 15, 2008 (Resolution Number 2008-010).

C.1.2. The Property is within the Community Facilities District 2006-01 (CFD 2006-01) formed on February 21, 2006 and amended boundary map of the CFD recorded on August 11, 2006 in Book 5 of Maps of Assessment and Community Facilities Districts, at Page 136 of the San Joaquin County Records. The Amended and Restated Notice of Special Tax Lien was recorded on July 24, 2006 as Document #2006-158461 of the San Joaquin County Records.

C.2. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Developer has provided all relevant documents related to said grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

C.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.2.3. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

- After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Developer shall provide the City with a copy of the completed Notice of Termination.
- The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Developer.
- The Developer shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

C.2.4. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level (measured in two locations within the proposed temporary storm drainage retention basin sites).

- C.2.5. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection.
- C.2.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD).
- C.2.7. Documentation of any necessary authorizations from Regional Water Quality Control Board (RWQCB) such as NOI and WDID and documents such as SWPPP.

C.3. Encroachment Permit

No applications for encroachment permit will be accepted by the City as complete until the Developer provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.
- C.3.2. Two (2) sets of structural calculations, as applicable, signed and stamped by a Structural Engineer licensed in the State of California.
- C.3.3. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.
- C.3.4. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.
- C.3.5. If required, signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferral of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC, or pursuant to the terms of the Development Agreement, as appropriate. The Developer's obligations in the DIA shall be deemed to be satisfied upon the release of the Improvement Security.
- C.3.6. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection,

and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 16, 2017, per Resolution 2017-098

C.3.7. Traffic Control Plan signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements that are necessary to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

C.4.1. Grading and Storm Drainage Plans

- a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.
- b. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.
- c. An engineered fill may be accepted as a substitute of a retaining wall, subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Developer shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.
- d. Grading for the site shall be designed such that the Project's storm water can overland release to a public street that has a functional storm drainage system with adequate capacity to drain storm water from the Project Site, in the event that the on-site storm drainage system fails or it is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

C.4.2. Storm Drainage

C.4.2.1. Permanent Drainage System:

- a. The Project will ultimately drain to future DET NEI located on the south side of Pescadero Avenue and adjacent to and east of the Project. In order to achieve the required storage volume for DET NEI, additional storage will need to be provided within the north portion of the subject property as an expansion of DET NEI.
- b. Developer shall design and extend the existing 54" SD installed along the south side of Pescadero Avenue with the adjacent Ridgeline project eastward from the stub provided to the northeast corner of the Project, where it will eventually be extended further eastward to connect with the wet well for the future pump station that will serve DET NEI.
- c. The Developer shall design and install these facilities in accordance with the Storm Drainage Master Plan and the City of Tracy's Engineering Design & Construction Standards. The improvement plans for the SDMP Storm Drain Line shall include backup calculations, if required, to demonstrate compliance with the ultimate configuration (build-out condition) of the SDMP Facilities per the Storm Drainage Master Plan.
- d. This project will be required to pay current adopted storm drainage impact fees (Watershed Fees) and Eastside Channel Fees applicable to the City's Northeast Area.
- e. The developer shall be eligible to receive fee credits and/or reimbursements for costs associated with constructing the SDMP facilities as identified in the SDMP.

C.4.2.2. Temporary Drainage System – Onsite Retention Basin(s)

- a. If Detention Basin NEI and other downstream storm drain facilities per the Storm Drainage Master Plan are not in service when the project is constructed, then the Developer may construct interim onsite Temporary Retention Basin(s). The Temporary Retention Basin(s) shall be designed in accordance with City Regulations and Standards. The Temporary Retention Basin(s) shall be designed to retain storm water run-off from the Project resulting from 200% of the 10-year, 48-hour storm event in compliance with Sections 5.06 and 5.07 of City of Tracy Design Standards.
- b. The temporary retention facilities may occupy the area(s) being set aside for future expansion of DET NEI.
- c. A hydrologic and hydraulic analysis will need to be provided for the proposed onsite storm drainage facilities.

- d. The Developer shall provide a geotechnical investigation with respect to the Temporary Retention Basin(s) that validates that percolation rates for the subsurface soils that exist at and below the bottom of the basin are acceptable.
- e. Developer shall be responsible for maintenance of onsite Temporary Retention Basin(s) until the downstream drainage facilities are installed and accepted by the City. The Developer shall sign an improvement agreement (Deferred Improvement Agreement), to assure completion of the Developer's obligation to repair and maintain said basin(s) while the storm drainage retention basin is in service and then to modify/remove Temporary Retention Basin(s) and connect on-site storm drainage system to the master plan facilities when constructed (by others) and operational. The scope of improvements and security required with the Deferred Improvement Agreement will be determined during the improvement plan review.
- f. Excavated materials shall be kept within the basin site. If the excavated materials are removed from the basin site, the Subdivider shall post cash security equivalent to the cost of import backfill materials, hauling to the basin site, spreading, compacting and re-grading the basin site. If excavated materials are retained on-site, the stockpile of excavated materials shall not be higher than 8 feet and slope should not be steeper than 1:1. A metal fence and access gate shall be installed by the Subdivider to enclose the basin site. The bottom of the temporary on-site storm drainage retention basin(s) shall be 5 feet above the observed highest groundwater elevation at the basin site, or as approved by the City Engineer. The Geotechnical Report shall also indicate the observed highest groundwater elevation at the basin site.
- g. The Developer shall record a temporary storm drainage easement to grant rights to the City to access the temporary storm drainage retention basin(s) for any necessary emergency repair or maintenance work the City may have to perform within the basin site. Said temporary access easement shall include a sunset clause that such easement will automatically be terminated at such time as the above-referenced permanent storm drainage improvements are completed.
- h. The Temporary Retention Basins(s) shall be designed to accommodate street runoff from Pescadero Avenue and Chrisman Road right-of-way.

C.4.3. Stormwater Treatment:

- a. The Project shall comply with the applicable requirements of the *Multi-Agency Post-Construction Stormwater Standards Manual* and storm

water regulations that were adopted by the City Council in July 2015 and any subsequent amendments.

- b. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans, and approved by City's Stormwater Coordinator prior to issuance of the Grading Permit for the Project.
- c. Prior to the final inspection of the building the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of on-site storm water treatment facilities.

C.4.4. Site Sub-surface Investigation for Irrigation and Drainage Tiles

- a. The Developer shall arrange for a site sub-surface investigation for determining the presence of irrigation and drainage tile drains within and around the Project Site, if any, and submit a report prepared and signed by a Geotechnical Engineer. In the event that tile drains exist within and around the Project Site, the Developer has the option to either relocate or abandon the on-site tile drains as required for the proposed development. All existing tile drains and proposed improvements for the relocation or removal of tile drains must be shown on the Grading and Storm Drainage Plans. Any tile drains under the proposed buildings shall be abandoned or relocated as may be required, to the satisfaction of the City. The Developer or the property owner(s) will be responsible for maintenance of tile drains to remain or the relocated tile drains and associated improvements. Additionally, the Developer will be responsible for monitoring the groundwater levels, and for the mitigations, if any, that may be required, by any applicable laws and regulations.

C.4.5. Sanitary Sewer Improvement Plans

- a. All new sewer lines and associated appurtenances shall meet the City of Tracy Design Standards including minimum flow velocity requirement.
- b. The Developer shall design and construct sewer lines in Chrisman Road and Pescadero Avenue as required to serve the project.

C.4.6. Water Distribution System

C.4.6.1. Project Water Line Improvements

- a. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Analysis shall be paid by the Developer.

- b. Domestic and Irrigation Water Services – The Developer shall design and install domestic and irrigation water service connection, including a remote-read water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the final inspection of the building. Sub-metering will be allowed within private property. The City will not perform water consumption reading on sub-meters. The City shall maintain water lines from the water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.
- c. Interruption to the water supply to the existing businesses and other users shall be kept to a minimum to facilitate construction of off-site improvements related to the Project. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the offsite water mains and connections. The Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before start of work.
- d. Fire Service Line - The Developer shall design and install fire hydrants at the locations approved by the Fire Marshall and Chief Building Official. Prior to the approval of the Improvement Plans, the Developer shall obtain written approval from the Fire Marshall, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.
- e. During the construction phase of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as required by the Fire Marshall.

C.4.7. Street Improvements

- a. The roadway improvements to be constructed with this Project on Grant Line Road, Pescadero Avenue and Chrisman Road shall include, but are not limited to, concrete curb, gutter and sidewalk, accessible ramps, asphalt concrete pavement, traffic signals, signing and striping, storm

drains, catch basins, fire hydrants, LED street lights, street trees with automatic irrigation system, barricade and guardrail, and other improvements as determined by the City Engineer that are necessary for a safe transition from a newly improved street to existing street sections.

- b. The roadway improvements must be designed and constructed by the Developer to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), Precise Plane Line for Chrisman Road, the applicable City Regulations, and these Conditions of Approval. Design and construction details of the Offsite Roadway Improvements must be shown on the Improvement Plans.
- c. The Developer shall submit geotechnical recommendations and pavement design calculations to the City to demonstrate adequacy and integrity of the existing structural street section on Pescadero Avenue and Grant Line Road, and construct improvements as required to support STAA truck traffic. At a minimum, in addition to the widening, the Developer shall complete grinding and overlay of existing pavement with a 2" asphalt concrete overlay for the entire street width for the project frontages on Pescadero Avenue and Grant Line Road.
- d. The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Grant Line Road, Pescadero Avenue and Chrisman Road after the City Council accepts the public improvements.
- e. Encroachment Permits – The Developer shall submit improvement plans for Grant Line Road and Pescadero Avenue with the locations of all utilities including water, recycled water, sanitary sewer, storm drainage lines that will be installed within the right-of-way.
- f. All underground facilities within the southerly half street section proposed to be built with the Project shall be completed prior to issuance final certificate of occupancy.
- g. Developer shall implement the STAA truck signage and improvements as listed in the Traffic Analysis. Improvement Plans shall include STAA truck route improvements and details.
- h. Prior to issuance of the final certificate of occupancy, the Developer shall complete construction of improvements identified in the Traffic Analysis, and satisfy all applicable requirements specified in these Conditions of Approval and City Regulations.
- i. Eligibility for fee credits and reimbursements for improvements on Grant Line Road and Chrisman Road will be determined by the City Engineer pursuant to Tracy Municipal Code requirements and applicable fee program regulations.

C.4.7.1. Pescadero Avenue

- a. The Developer shall dedicate right-of-way along the frontage of the Property on Pescadero Avenue as required to widen the existing street section and construction of new realigned section of Pescadero Avenue to future Chrisman Road intersection. The Developer shall execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to City Council's acceptance of the public improvements. The cost of right-of-way dedication including the cost of preparing the legal description and plat map will be paid by the Developer.
- b. Developer shall design and construct improvements on Pescadero Avenue per the Precise Plan Line for Chrisman Road to extend Pescadero Avenue to future Chrisman Road intersection. Traffic signal at the intersection of Chrisman Road and Pescadero Avenue shall be completed prior to issuance final certificate of occupancy for any building within the Project.
- c. Pescadero Avenue improvements are not currently included in the program funded projects in the Roadway Master Plan. The Developer may request formation of Benefit District for costs of right-of-way dedication, design and construction of improvements on Pescadero Avenue that are beyond the fair share obligation of the Project for reimbursement from future developments within the City that benefit from these improvements.

C.4.7.2. Grant Line Road

- a. The Developer shall dedicate right-of-way along the frontage of the Property on Grant Line Road as required to construct frontage improvements and widen the existing street section to ultimate configuration per Roadway Master Plan. The Developer shall execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to City Council's acceptance of the public improvements. The cost of right-of-way dedication including the cost of preparing the legal description and plat map will be paid by the Developer.
- b. The Developer shall design and install improvements to widen Grant Line Road for the full frontage of the Project and install traffic signal at the easterly driveway on Grant Line Road.

C.4.7.3. Chrisman Road

- a. The Developer shall dedicate right-of-way for full width of Chrisman Road from Grant Line Road to the easterly property boundary of the Project per the Precise Plan Line for Chrisman Road. The Developer shall execute a Grant Deed to convey the

land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to City Council's acceptance of the public improvements. The cost of right-of-way dedication including the cost of preparing the legal description and plat map will be paid by the Developer.

- b. Developer shall design and construct Chrisman Road improvements in compliance with the adopted Precise Plan Line for Chrisman Road, Tracy Roadway Master Plan and City Standards. Developer shall complete installation of new traffic signals at driveways as identified in the Traffic Report and complete modification of the existing traffic signal at Grant Line Road and Chrisman Road intersection.
- c. Developer shall install interim improvements on Chrisman Road and Paradise Road as required to provide safe transitions and functional roadway to serve the Project as required by the City Engineer. Interim improvements are not eligible for fee credits or reimbursements.

C.4.7.4. Project Driveways

- a. The Developer shall construct driveways on Grant Line Road, Pescadero Avenue and Chrisman Road in accordance with the recommendations of the *Traffic Analysis* and City Regulations. Where applicable, project driveways shall be designed for STAA truck access and provide adequate deceleration lanes and safe sight distances. Improvement Plans shall incorporate and address issues identified in the *Traffic Analysis*.
- b. Traffic signals at the driveways as identified in the *Traffic Analysis* shall be designed and installed per City standards.

C.4.8. Joint Utility Trench Plans – All future utilities along the frontages of the Project shall be placed in an underground facility. If required, the Developer shall relocate existing utility poles after obtaining approval of affected utility companies and the City. No fee credits or reimbursements shall be applicable for utility pole relocations.

- a. Developer shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project such as electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.
- b. The Developer shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be

installed within the 10-feet wide Public Utility Easement (PUE) that will be offered for dedication to the City. The Developer shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the 10-feet wide PUE to the extent feasible (and except in the event that additional space beyond the 10-feet PUE is required, as determined by the utility owner(s)).

C.4.2. Pavement cuts or utility trench(s) on existing street(s) for the installation of water distribution main, storm drain, sewer line, electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench, and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement, whichever applies). This pavement repair requirement is applicable when cuts or trenches are perpendicular to the street direction; when the new joint trench is placed in the street parallel to the street direction; the width of overlay is to be the width of the affected lane.

C.5. Building Permit – No building permit will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.5.1. Check payment of the applicable development impact fees including City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees per the Finance Plan.

C.5.2. Check payment of any applicable Regional Transportation Impact Fees (RTIF)

C.5.3. Check payment of any applicable Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code

C.6. Acceptance of Public Improvements – Public improvements will not be accepted by the City Council until after the Developer completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

C.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.6.2. Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the Developer will be

able to document revisions to show the "As Built" configuration of all improvements.

- C.6.3. Signed and notarized Grant Deeds and /or Grant of Easement(s) including legal description and plat map(s), relating to the offer of dedication for the storm drainage detention basin, Arbor Avenue right-of-way, and utility easements, as required in these Conditions of Approval.
- C.6.4. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.
- C.7. Temporary or Final Building Certificate of Occupancy – No Final Building Certificate of Occupancy will be issued by the City until after the Developer provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:
 - C.7.1. The Developer has satisfied all the requirements set forth in Conditions C.5 and C.6 above.
 - C.7.2. The Developer has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).
- C.8. Improvement Security – The Developer shall provide improvement security for all public facilities, as required by the OIA, DIA, and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC and the Development Agreement. The amount of improvement security shall be as follows:
 - C.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),
 - C.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and
 - C.8.3. Warranty (10% of the estimated cost of constructing the public facilities)
- C.9. Release of Improvement Security – Improvement Security(s) described herein shall be released to the Developer after City Council's acceptance of public improvements, and after the Developer demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Developer in accordance with Section 12.36.080 of the TMC.

C.9.2. Written request from Developer and a copy of recorded Notice of Completion.

C.10 Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

C.10.2. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.10.3. The Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.10.4. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.5. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, OIA, and DIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for

the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

Building Division Conditions of Approval

D1. Prior to the issuance of a building permit, the applicant shall provide plans that show an accessible route of travel to the public right-of-way and all other amenities per 2016 California Building Code (CBC) 11B-206.2

D2. Prior to issuance of a building permit, the applicant shall clearly depict an accessible route of travel from the concrete ramp with guardrail located at the north and south sides of buildings 2 and 3 located in the truck docks to an accessible route per CBC 11B-206.2.

D3. Prior to issuance of a building permit, the applicant shall show a clear path of travel per CBC 11B-206 on the east wall, where exit doors appear to dead end at a landing and are not shown to be connected to an accessible route.

D4. Prior to issuance of a building permit, the applicant shall provide additional accessible exits to meet the requirements of CBC 11B-206.4.1 Exception 2 in the truck dock areas that provide maneuvering space at such exit doors. If the buildings are subdivided into multiple occupancies, then an accessible path of travel to the right-of-way shall be proved from each tenant space per CBC 11B-206.2.2.

D5. Prior to building permit issuance, applicant must submit separate demolition permit applications for all structures being removed per 2016 CBC 105, as it is not exempt from permits.

D6. Prior to the issuance of demolition permits, applicant must submit and receive approval for the Asbestos Survey Report, Asbestos Notification Form, Demolition Permit Release Form and pay all appropriate fees per San Joaquin County Air Pollution District.

D7. Prior to construction of any structures, applicant must submit construction documents, plans, specifications and/or calculations to the Building Safety Division, which meet all requirements of Title 24 California Code of Regulations and City of Tracy Municipal Codes, as applicable.

D8. Prior to issuance of a building permit, the applicant shall provide plans that depict complete onsite utility details such as the size and type of pipe, the length of pipe sections, the distance between cleanouts, and dimensions of manholes and/or catch basins, etc., per 2016 California Plumbing Code Chapters 7 and 11.

D9. Prior to issuance of a building permit, the applicant shall provide plans that demonstrate level interior floor landings at the east and west walls of building 2, per CBC 1010.1.5.

Fire Prevention Conditions of Approval

E1. Prior to building permit approval, applicant shall satisfy all conditions from the South San Joaquin County Fire Authority letter dated 10/14/19.

**CITY OF TRACY
DEFERRED IMPROVEMENT AGREEMENT
SEEFRIED INDUSTRIAL PROPERTIES
EXHIBIT "C"
Page 1 of 1**

I. Work: Time for Commencement and Performance

The work described in this Exhibit "C" (hereinafter, collectively, "Deferred Improvements" or "Work") shall be completed within the timelines as specified in this Exhibit "C" of this Deferred Agreement, subject to any extension(s) granted by City pursuant to Section 3 of the Deferred Improvement Agreement. City shall have no obligation to construct or complete the Deferred Improvements.

For purposes of this Exhibit "C," all terms with initial capital letters shall have the same meaning as set forth in the Deferred Improvement Agreement unless otherwise provided for herein.

II. Description of Work

A. Storm Drainage

1. Developer is responsible to repair and maintain the temporary storm drainage retention basins referenced in the Applications. Developer is also responsible for design and construction of the permanent storm drain connection for the Project (as described in the Applications). Developer is also responsible to plant the landscape on the two retention basins only after the adjacent project, known as the NEI Basin and Pump Station, is deemed operational by City. City shall have the right to access to the basin site for routine engineering inspection and for emergency repair and /or maintenance work City may perform on the temporary storm drainage basins.
2. Subject to any extensions granted by City pursuant to Section 3 of the Deferred Improvement Agreement, within one hundred eighty (180) calendar days from the date of Developer's receipt of written notification from the City Engineer that the downstream storm drainage pipeline and the permanent storm drainage detention facility planned to serve this Property known as DET NEI is constructed, made operational, and available for connection, Developer shall complete the installation of the Project's permanent storm drainage connection, all at Developer's sole cost and expense.
3. Subject to any extensions granted by the City pursuant to Section 3 of the Deferred Improvement Agreement, within one hundred eighty (180) calendar days from the date of Developer's receipt of written notification from the City Engineer that the downstream storm drainage pipeline and the permanent storm drainage detention facility planned to serve this Property known as DET NEI is constructed, made operational, and available for connection, Developer shall offer to dedicate the temporary retention basins, and City shall accept same upon the City Engineer's determination that the basins are completed in accordance with the City's Plans and Specifications.

**CITY OF TRACY
DEFERRED IMPROVEMENT AGREEMENT
SEEFRIED INDUSTRIAL PROPERTIES**

EXHIBIT "C"
Page 2 of 2

4. Layout and design of access easements as may be required pursuant to the approved Applications to be dedicated to City shall be set forth pursuant to the applicable requirements of Public Works Department and as reasonably approved by the City Engineer.

RESOLUTION 2021-_____

APPROVING THE DEFERRED IMPROVEMENT AGREEMENT FOR NEI SEEFRIED LOGISTICS, AND AUTHORIZING FOR THE CITY CLERK TO FILE THE DEFERRED IMPROVEMENT AGREEMENT WITH THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, The Development Services Director has approved the Development Review Application for NEI Seefried Logistics located on the north side of Grant Line Road, and

WHEREAS, The Developer is required to construct certain improvements in accordance with their Conditions of Approval dated December 19, 2019, and

WHEREAS, The improvements to be deferred to a future date are outlined in the Deferred Improvement Agreement and include construction of two temporary retention basins, repair and maintenance while in service and modification/removal of said basins when no longer needed, as determined by the City Engineer, and

WHEREAS, The Developer will pay for the cost of inspection and processing the agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Deferred Improvement Agreement between the City and LIT Industrial Limited Partnership, and authorizes the City Clerk to record the Deferred Improvement Agreement with the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 18th day of May 2021, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

May 18, 2021

AGENDA ITEM 1.E

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1307, AN ORDINANCE OF THE CITY OF TRACY ADDING CHAPTER 7.28 (“WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY”) TO TITLE 7 (“PUBLIC WORKS”) OF THE TRACY MUNICIPAL CODE

EXECUTIVE SUMMARY

Ordinance 1307 was introduced at the regular Council meeting held on May 4, 2021. Ordinance 1307 is before Council for adoption.

DISCUSSION

The Federal Communication Commission (FCC) is responsible for implementing and enforcing federal communications laws and regulations such as small cell wireless facilities. Federal laws generally limit local control over telecommunication facilities, with the exception of allowing communities to establish reasonable design standards and permit processing requirements. The purpose is to establish local design standards and process application requirements, within federal and state guidelines, to ensure that the look of the small cell wireless facilities blend into the various locations and the process is as transparent as possible.

In prior decades, wireless antennas and equipment were primarily installed on large towers or “macro-cells.” These deployments are subject to Conditional Use Permit approval under the Zoning Code, which are currently prohibited in residential zones.

In recent years, however, carriers increasingly seek to place wireless facilities in the City’s public right-of-way (“PROW”) on utility poles, streetlights and new poles. The demand for such wireless installations is expected to grow exponentially over the next several years. To accommodate this expansion, the telecommunications industry is starting to look for small cell 5G (fifth generation) technology.

The proposed ordinance provides the regulatory framework and standards for permitting the installation of Small Wireless Facilities (SWFs) within the City’s PROW. The proposed ordinance is consistent with the General Plan Objective ED-6.7, Policy P3 which reads “High-speed telecommunications systems should be included in development to help create the premier office location in Tracy.”

STRATEGIC PLAN

This agenda item supports the City of Tracy’s Economic Development Strategic Priority 5.5, which is to develop policies to Target new jobs in innovative industries (e.g., cannabis; green industry), and initiate marketing for enhancement of the green economy cluster and develop strategies for business growth and attraction.

FISCAL IMPACT

No fiscal impacts are associated with the ordinance. However, installation of wireless facilities would be subject to fees and yield potential application and lease revenue. Staff will incorporate new application fees as part of the Master Fee Schedule that will be brought back to Council at a later date.

RECOMMENDATION

That the City Council waive the reading of the full text and adopt Ordinance 1307 an Ordinance of the City Council of the City of Tracy, California, adding Chapter 7.28 ("Wireless Telecommunications Facilities in the Public Right-of-Way") to Title 7 ("Public Works") of the Tracy Municipal Code.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrienne Richardson, City Clerk
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment A: Ordinance 1307

ORDINANCE NO. 1307

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY,
CALIFORNIA, ADDING CHAPTER 7.28 ("WIRELESS
TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-
WAY") TO TITLE 7 ("PUBLIC WORKS") OF THE TRACY MUNICIPAL
CODE**

A. The City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

B. Significant changes in Federal and State law that affect local authority over wireless communications facilities ("WCFs") have occurred, including but not limited to the following:

- i. On November 18, 2009, the Federal Communications Commission ("FCC") adopted a declaratory ruling (the "2009 Shot Clock"), which established presumptively reasonable timeframes for State and local governments to act on applications for WCFs.
- ii. On February 22, 2012, Congress adopted Section 6409(a) of the Middle Class Tax Relief and Job Creation Act ("Section 6409(a)"), which mandated that State and local governments approve certain modifications and collocations to existing WCFs, known as eligible facilities requests.
- iii. On October 17, 2014, the FCC adopted a report and order that, among other things, implemented new limitations on how State and local governments review applications covered by Section 6409(a), established an automatic approval for such applications when the local reviewing authority fails to act within 60 days, and also further restricted generally applicable procedural rules under the 2009 Shot Clock.
- iv. On October 9, 2015, California adopted Assembly Bill No. 57 (Quirk), which deemed approved any WCF applications when the local reviewing authority fails to act within the 2009 Shot Clock timeframes.
- v. On August 2, 2018, the FCC adopted a declaratory ruling that formally prohibited express and de facto moratoria for all telecommunications services and facilities under 47 U.S.C. § 253(a).
- vi. On September 26, 2018, the FCC adopted a declaratory ruling and report and order that, among other things, creates a new regulatory classification for small wireless facilities ("SWFs"), requires State and local governments to process applications for small wireless facilities within 60 days or 90 days, establishes a national standard for an effective prohibition and provides that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition.

C. In addition to the changes described above, new Federal laws and regulations that drastically alter local authority over WCFs are currently pending, including without limitation, the following:

- i. On March 30, 2017, the FCC issued a Notice of Proposed Rulemaking (WT Docket No. 17-79, WC Docket No. 17-84) and has acted on some of the noticed issues referenced above, but may adopt forthcoming rulings and/or orders that further limit local authority over wireless facilities deployment.
- ii. On June 28, 2018, United States Senator John Thune introduced and referred to the Senate Committee on Commerce, Science and Transportation the "STREAMLINE Small Cell Deployment Act" (S. 3157) that, among other things, applies specifically to small cell WCFs and require local governments to review applications based on objective standards, shorten the 2009 Shot Clock timeframes, require all proceedings to occur within the 2009 Shot Clock timeframes, and provide a "deemed granted" remedy for failure to act within the applicable 2009 Shot Clock.

D. Given the rapid and significant changes in Federal and State law, the actual and effective prohibition on moratoria to amend local policies in response to such changes and the significant adverse consequences for noncompliance with Federal and State law, the City Council desires to add a new Chapter 7.28 of Title 7 in the Tracy Municipal Code, entitled "Chapter 7.28.000 - WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY" (the "Ordinance") to allow greater flexibility and responsiveness to the new Federal and State laws while still preserving the City's traditional authority to the maximum extent practicable.

On April 6, 2021 the City Council held a duly noticed public hearing on the Ordinance, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES
ORDAIN AS FOLLOWS:**

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Ordinance.

SECTION 2. The Ordinance is consistent with the City's General Plan, Tracy Municipal and Zoning Code, and applicable Federal and State law.

SECTION 3. The Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 4. The Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Ordinance

does not authorize any specific development or installation on any specific piece of property within the City's boundaries. The Ordinance is further exempt from CEQA because the City Council's adoption of the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)). Installations, if any, would be exempt from CEQA review in accordance with either State CEQA Guidelines Section 15302 (replacement or reconstruction), State CEQA Guidelines Section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines Section 15304 (minor alterations to land).

SECTION 5. The Ordinance is hereby adopted by the addition of a new Chapter 7.28, "WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY" in Title 7 of the Tracy Municipal Code to read in its entirety as shown in *Exhibit "A"* attached hereto and incorporated herein by this reference.

SECTION 6. If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

SECTION 7. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

SECTION 8. This Ordinance shall take effect 30 days after its adoption.

SECTION 9. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Tracy.

ADOPTED, SIGNED and APPROVED this _____ day of _____, 2021.

MAYOR, Nancy D. Young

ATTEST:

City Clerk, Adrianne Richardson

STATE OF CALIFORNIA)
COUNTY OF _____)
CITY OF _____)

I, Adrianne Richardson, CITY CLERK OF THE CITY OF TRACY, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly adopted by the City Council of the City of Tracy at a regular meeting of said Council on the _____ day of _____, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, Adrianne Richardson

Chapter 7.28.000 - WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY**7.28.010 - PURPOSE.**

The purpose and intent of this chapter is to provide a uniform and comprehensive set of regulations and standards for the permitting, development, siting, installation, design, operation and maintenance of wireless telecommunications facilities in the City's public right-of-way. These regulations are intended to prescribe clear and reasonable criteria to assess and process applications in a consistent and expeditious manner, while reducing the impacts associated with wireless telecommunications facilities. This chapter provides standards necessary (1) for the preservation of the public right-of-way ("PROW") in the City for the maximum benefit and use of the public, (2) to promote and protect public health and safety, community welfare, visual resources and the aesthetic quality of the City consistent with the goals, objectives and policies of the general plan, and (3) to provide for the orderly, managed and efficient development of wireless telecommunications facilities in accordance with the state and federal laws, rules and regulations, including those regulations of the Federal Communications Commission ("FCC") and California Public Utilities Commission ("CPUC"), and (4) to ensure that the use and enjoyment of the PROW is not inconvenienced by the use of the PROW for the placement of wireless facilities. The City recognizes the importance of wireless facilities to provide high-quality communications service to the residents and businesses within the City, and the City also recognizes its obligation to comply with applicable Federal and State laws. This chapter shall be constructed and applied in consistency with the provisions of state and federal laws, and the rules and regulations of FCC and CPUC. In the event of any inconsistency between any such laws, rules and regulations and this chapter, the laws, rules and regulations shall control.

7.28.20 - DEFINITIONS.

- (a) "Accessory equipment" means any and all on-site equipment, including, without limitation, back-up generators and power supply units, cabinets, coaxial and fiber optic cables, connections, equipment buildings, shelters, radio transceivers, transmitters, pedestals, splice boxes, fencing and shielding, surface location markers, meters, regular power supply units, fans, air conditioning units, cables and wiring, to which an antenna is attached in order to facilitate the provision of wireless telecommunication services.
- (b) "Antenna" means that specific device for transmitting and/or receiving radio frequency or other signals for purposes of wireless telecommunications services. "Antenna" is specific to the antenna portion of a wireless telecommunications facility.
- (c) "Antenna array" shall mean two or more antennas having active elements extending in one or more directions, and directional antennas mounted upon and rotated through a vertical mast or tower interconnecting the beam and antenna support, all of which elements are deemed to be part of the antenna.

(d) “Base station” shall have the meaning as set forth in Title 47 Code of Federal Regulations (C.F.R.) Section 1.6100(b)(1), or any successor provision. This means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network (regardless of the technological configuration, and encompassing DAS and small wireless facilities). “Base station” does not encompass a tower or any equipment associated with a tower. Base station includes, without limitation:

- (1) Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- (2) Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small wireless facilities).
- (3) Any structure other than a tower that, at the time the relevant application is filed with the City under this chapter, supports or houses equipment described in paragraphs 1 and 2 of this definition that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.
- (4) “Base station” does not include any structure that, at the time the relevant application is filed under this chapter, does not support or house equipment described in paragraphs 1 and 2 of this definition. Other structures that do not host wireless telecommunications facilities are not “base stations.”

As an illustration and not a limitation, the FCC’s definition of “base station” refers to any structure that actually supports wireless equipment even though it was not originally intended for that purpose. Examples include, but are not limited to, wireless facilities mounted on buildings, utility poles, light standards or traffic signals. A structure without wireless equipment replaced with a new structure designed to bear the additional weight from wireless equipment constitutes a base station.

(e) “Cellular” means an analog or digital wireless telecommunications technology that is based on a system of interconnected neighboring cell sites.

- (1) “City” means the City of Tracy.
- (2) “Code” means the Tracy Municipal Code.
- (3) “Collocation” bears the following meanings:

(f) For the purposes of any eligible facilities request, the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(2), as may be amended, which defines that term as “[t]he mounting or installation of transmission equipment on an eligible support structure

for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.” As an illustration and not a limitation, the FCC’s definition means to add transmission equipment to an existing facility and does not necessarily refer to two or more different facility operators in the same location; and

- (g) For all other purposes, the same as defined in 47 CFR 1.6002(g)(1) and (2), as may be amended, which defines that term as (1) Mounting or installing an antenna facility on a pre-existing structure, and/or (2) Modifying a structure for the purpose of mounting or installing an antenna facility on that structure.
- (h) “Collocation facility” means the eligible support structure on, or immediately adjacent to, which a collocation is proposed, or a wireless telecommunications facility that includes collocation facilities. (*See, Gov. Code, § 65850.6(d)(1).*)
- (i) “COW” means a “cell on wheels,” which is a portable, self-contained wireless telecommunications facility that can be moved to a location and set up to provide wireless telecommunication services, which facility is temporarily rolled in, or temporarily installed, at a location. Under this chapter, the maximum time a facility can be installed to be considered a COW is five (5) days. A COW is normally vehicle-mounted and contains a telescoping boom as the antenna support structure.
- (j) “Development Services Director” means the director of the Development Services and Engineering Department or their designee.
- (k) “Distributed antenna system” or “DAS” means a network of spatially separated antennas (nodes) connected to a common source (a hub) via a transport medium (often fiber optics) that provide wireless telecommunications service within a specific geographic area or building. DAS includes the transport medium, the hub, and any other equipment to which the DAS network or its antennas or nodes are connected to provide wireless telecommunication services.
- (l) “Eligible facilities request” means any request for modification to an existing eligible support structure that does not substantially change the physical dimensions of such structure, involving:
 - (1) Collocation of new transmission equipment;
 - (2) Removal of transmission equipment;
 - (3) Replacement of transmission equipment (replacement does not include completely replacing the underlying support structure); or
 - (4) Hardening through structural enhancement where such hardening is necessary to accomplish the eligible facilities request, but does not include replacement of the underlying support structure.

- (m) “Eligible facilities request” does not include modifications or replacements when an eligible support structure was constructed or deployed without proper local review, was not required to undergo local review, or involves equipment that was not properly approved. “Eligible facilities request” does include collocation facilities satisfying all the requirements for a non-discretionary collocation facility pursuant to Government Code Section 65850.6.
- (n) “Eligible support structure” means any support structure located in the PROW that is existing at the time the relevant application is filed with the City under this chapter.
- (o) “Existing” means a support structure, wireless telecommunications facility, or accessory equipment that has been reviewed and approved under the City’s applicable zoning or siting process, or under another applicable state or local regulatory review process, and lawfully constructed prior to the time the relevant application is filed under this chapter. However, a support structure, wireless telecommunications facility, or accessory equipment that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is “existing” for purposes of this chapter. “Existing” does not apply to any structure that (1) was illegally constructed without all proper local agency approvals, or (2) was constructed in noncompliance with such approvals. “Existing” does not apply where an existing support structure is proposed to be replaced in furtherance of the proposed wireless telecommunications facility.
- (p) “Facility(ies)” means wireless telecommunications facility(ies).
- (q) “FCC” means the Federal Communications Commission.
- (r) “Ground-mounted” means mounted to a pole, tower or other freestanding structure which is specifically constructed for the purpose of supporting an antenna or wireless telecommunications facility and placed directly on the ground at grade level.
- (s) “Lattice tower” means an open framework structure used to support one or more antennas, typically with three or four support legs.
- (t) “Located within (or in) the public right-of-way” includes any facility which in whole or in part, itself or as part of another structure, rests upon, in, over or under the PROW.
- (u) “Modification” means a change to an existing wireless telecommunications facility that involves any of the following: collocation, expansion, alteration, enlargement, intensification, reduction, or augmentation, including, but not limited to, changes in size, shape, color, visual design, or exterior material. “Modification” does not include repair, replacement or maintenance if those actions do not involve whatsoever any expansion, alteration, enlargement, intensification, reduction, or augmentation of an existing wireless telecommunications facility.

- (v) “Monopole” means a structure composed of a pole or tower used solely to support antennas or related equipment. A monopole also includes a monopine, monopalm and similar monopoles camouflaged to resemble faux trees or other faux objects attached on a monopole (e.g. water tower).
- (w) “Mounted” means attached or supported.
- (x) “OTARD antennas” means antennas covered by the “over-the-air reception devices” rule in 47 C.F.R. sections 1.6100 et seq. as may be amended or replaced from time to time.
- (y) “Permittee” means any person or entity granted a WTPP pursuant to this chapter.
- (z) “Personal wireless services” shall have the same meaning as set forth in 47 United States Code Section 332(c)(7)(C)(i).
- (aa) “Pole” means a single shaft of wood, steel, concrete or other material capable of supporting the equipment mounted thereon in a safe and adequate manner and as required by provisions of this code.
- (bb) “Public right-of-way” or “PROW” means a strip of land acquired by reservation, dedication, prescription, condemnation, or easement that allows for the passage of people and goods. The PROW includes, but is not necessarily limited to, streets, curbs, gutters, sidewalks, roadway medians, and parking strips. The PROW does not include lands owned, controlled or operated by the City for uses unrelated to streets or the passage of people and goods, such as, without limitation, parks, City Hall and community center lands, City yards, and lands supporting reservoirs, watertowers, police or fire facilities and non-publicly accessible utilities.
- (cc) “Replacement” refers only to replacement of transmission equipment, wireless telecommunications facilities or eligible support structures where the replacement structure will be of like-for-like kind to resemble the appearance and dimensions of the structure or equipment replaced, including size, height, color, landscaping, materials and style.
 - (1) In the context of determining whether an application qualifies as an eligible facilities request, the term “replacement” relates only to the replacement of transmission equipment and does not include replacing the support structure on which the equipment is located.
 - (2) In the context of determining whether a SWF application qualifies as being placed upon a new eligible support structure or qualifies as a collocation, an application proposing the “replacement” of the underlying support structure qualifies as a new pole proposal.
- (dd) “RF” means radio frequency.

(ee) “Spectrum Act” means Section 6409(a) of the Middle Class Tax Relief Act and Job Creation Act of 2012, 47 U.S.C. §1455(a).

(ff) “Substantial change” has the same meaning as “substantial change” as defined by the FCC at 47 C.F.R. 1.6100(b)(7). Notwithstanding the definition above, if an existing pole-mounted cabinet is proposed to be replaced with an underground cabinet at a facility where there are no pre-existing ground cabinets associated with the structure, such modification may be deemed a non-substantial change, in the discretion of the Development Services Director and based upon his/her reasonable consideration of the cabinet’s proximity to residential view sheds, interference to public views and/or degradation of concealment elements. If undergrounding the cabinet is technologically infeasible such that it is materially inhibitive to the project, the Development Services Director may allow for a ground mounted cabinet. A modification or collocation results in a “substantial change” to the physical dimensions of an eligible support structure if it does any of the following:

- (1) It increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
- (2) It involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
- (3) It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets. However, for towers and base stations located in the public rights-of-way, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
- (4) It entails any excavation or deployment outside the current site. For purposes of this Subsection, excavation outside the current site occurs where excavation more than twelve feet from the eligible support structure is proposed;
- (5) It defeats the concealment or stealthing elements of the eligible support structure; or

- (6) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs 1 through 4 of this definition.
- (7) For all proposed collocations and modifications, a substantial change occurs when:
 - (gg) The proposed collocation or modification involves more than the standard number of new equipment cabinets for the technology involved, but not to exceed four equipment cabinets;
 - (hh) The proposed collocation or modification would defeat the concealment elements of the support structure; or
 - (ii) The proposed collocation or modification violates a prior condition of approval, provided however that the collocation need not comply with any prior condition of approval that is inconsistent with the thresholds for a substantial change described in this Section.

The thresholds and conditions for a “substantial change” described in this Section are disjunctive such that the violation of any individual threshold or condition results in a substantial change. The height and width thresholds for a substantial change described in this Section are cumulative for each individual support structure. The cumulative limit is measured from the physical dimensions of the original structure for base stations, and for all other facilities sites in the PROW from the smallest physical dimensions that existed on or after February 22, 2012, inclusive of originally approved-appurtenances and any modifications that were approved prior to that date.

- (jj) “Support structure” means a tower, pole, base station or other structure used to support a wireless telecommunications facility.
- (kk) “SWF” means a “small wireless facility” as defined by the FCC in 47 C.F.R. 1.6002(l) as may be amended, which are personal wireless services facilities that meet all the following conditions that, solely for convenience, have been set forth below:
 - (1) The facility:
 - i. Is mounted on an existing or proposed structure 50 feet or less in height, including antennas, as defined in Title 47 C.F.R. Section 1.1320(d); or
 - ii. Is mounted on an existing or proposed structure no more than 10 percent taller than other adjacent structures, or

- iii. Does not extend an existing structure on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater;

(2) Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 C.F.R. Section 1.1320(d)), is no more than three cubic feet in volume;

- i. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;
- ii. The facility does not require antenna structure registration under 47 C.F.R. Part 17, Section 17.4;
- iii. The facility is not located on Tribal lands, as defined under Title 36 C.F.R. Section 800.16(x); and
- iv. The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in Title 47 C.F.R. Section 1.1307(b).

(III) “SWF Regulations” means those regulations adopted by the City Council (City Council Policy Number____) implementing the provisions of this chapter applicable to SWFs and further regulations and standards applicable to SWFs.

(mm) “Telecommunications tower” or “tower” bears the meaning ascribed to wireless towers by the FCC in 47 C.F.R. § 1.6100(b)(9), including without limitation a freestanding mast, pole, monopole, guyed tower, lattice tower, free standing tower or other structure designed and built for the sole or primary purpose of supporting any FCC- licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include utility poles.

(nn) “Transmission equipment” means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(oo) “Utility pole” means any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility

services regulated by the California Public Utilities Commission. A telecommunications tower is not a utility pole.

- (pp) (mm) “Wireless telecommunications facility” means equipment and network components such as antennas, accessory equipment, support structures, and emergency power systems that are integral to providing wireless telecommunications services. Exceptions: The term “wireless telecommunications facility” does not apply to the following:
 - (1) Government-owned and operated telecommunications facilities.
 - (2) Emergency medical care provider-owned and operated telecommunications facilities.
 - (3) Mobile services providing public information coverage of news events of a temporary nature.
 - (4) Any wireless telecommunications facilities exempted from this code by federal law or state law.
- (qq) “Wireless telecommunications services” means the provision of services using a wireless telecommunications facility or a collocation facility, and shall include, but not limited to, the following services: personal wireless services as defined in the federal Telecommunications Act of 1996 at 47 U.S.C. § 332(c)(7)(C) or its successor statute, cellular service, personal communication service, and/or data radio telecommunications.
- (rr) “WTFP” means a “wireless telecommunications facility permit” required by this chapter.

7.28.30 - APPLICABILITY.

- (a) This chapter applies to the siting, construction or modification of any and all wireless telecommunications facilities proposed to be located in the public right-of-way as follows:
 - (5) Pre-existing Facilities in the ROW. Nothing in this chapter shall validate any existing illegal or unpermitted wireless facilities. All existing wireless facilities shall comply with and receive a wireless encroachment permit, when applicable, to be considered legal and conforming.
- (b) This chapter does not apply to the following:
 - (1) Amateur radio facilities;
 - (2) OTARD antennas;

- (3) Facilities owned and operated by the City for its use or for public safety purposes;
- (4) Any entity legally entitled to an exemption pursuant to state or federal law or governing franchise agreement;
- (5) Installation of a COW or a similar structure for a temporary period in connection with an emergency or event at the discretion of the Development Services Director, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities;
- (6) Facilities on private property or publicly-owned property not in the public right-of-way.

(c) Public use. Except as otherwise provided by state or federal law, any use of the PROW authorized pursuant to this chapter will be subordinate to the City's use and use by the public.

7.28.40 - WIRELESS TELECOMMUNICATIONS FACILITY PERMIT REQUIREMENTS.

- (a) Administration. Unless a matter is referred to the planning director as provided below, The Development Services Director is responsible for administering this chapter. As part of the administration of this chapter, the Development Services Director may:
 - (1) Interpret the provisions of this chapter;
 - (2) Develop and implement standards governing the placement and modification of wireless telecommunications facilities consistent with the requirements of this chapter, including regulations governing collocation and resolution of conflicting applications for placement of wireless facilities;
 - (3) Develop and implement acceptable design, location and development standards for wireless telecommunications facilities in the PROW, taking into account the zoning districts bounding the PROW;
 - (4) Develop forms and procedures for submission of applications for placement or modification of wireless facilities, and proposed changes to any support structure consistent with this chapter;
 - (5) Collect, as a condition of the completeness of any application, any fee established by this chapter;

- (6) Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with federal laws and regulations;
- (7) Issue any notices of incompleteness, requests for information, or conduct or commission such studies as may be required to determine whether a permit should be issued;
- (8) Require, as part of, and as a condition of completeness of any application, that an applicant for a wireless encroachment permit send notice to members of the public that may be affected by the placement or modification of the wireless facility and proposed changes to any support structure;
- (9) Subject to appeal as provided herein, determine whether to approve, approve subject to conditions, or deny an application; and
- (10) Take such other steps as may be required to timely act upon applications for placement of wireless telecommunications facilities, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

(b) Administrative Wireless Telecommunications Facilities Permits (“Administrative WTFP”).

- (1) An Administrative WTFP, subject to the Development Services Director’s approval, may be issued for wireless telecommunications facilities, collocations, modifications or replacements to an eligible support structure that meet the following criteria:
 - i. The proposal is determined to be for a SWF; or
 - ii. The proposal is determined to be an eligible facilities request; or
 - iii. Both.
- (2) In the event that the Development Services Director determines that any application submitted for an Administrative WTFP does not meet the administrative permit criteria of this chapter, the Development Services Director shall convert the application to a major facility application and refer it to Planning Commission hearing in accordance with section 10.25.080 of the Code.
- (3) Except in the case of an eligible facilities request, the Development Services Director may refer, in his/her discretion, any application for an Administrative WTFP to the Planning Commission for hearing.

(c) Special Provisions for SWFs; SWF Regulations. Notwithstanding any other provision of this chapter as provided herein, all SWFs are subject to a permit as

specified in the SWF Regulations, which is adopted and may be amended by City Council resolution. All SWFs, shall comply with the SWF Regulations, as they may be amended from time to time.

- (1) The SWF Regulations are intended to be constructed in consistency with, and addition to, the terms and provisions of this chapter. To the extent general provisions of this chapter are lawfully applicable to SWFs, such terms shall apply unless in contradiction to more specific terms set forth in the SWF Regulations, in which case the more specific terms of the SWF Regulations shall control.
- (d) Other Permits Required. In addition to any permit that may be required under this chapter, the applicant must obtain all other required prior permits or other approvals from other City departments, or state or federal agencies. Any permit granted under this chapter is subject to the conditions and/or requirements of other required prior permits or other approvals from other City departments, state or federal agencies. Building and encroachment permits, and all City standards and requirements therefor, are applicable.
- (e) Eligible Applicants. Only applicants who have been granted the right to enter the PROW pursuant to state or federal law, or who have entered into a franchise agreement with the City permitting them to use the PROW, shall be eligible for a WTFP pursuant to this chapter.

7.28.50 - APPLICATION FOR WIRELESS TELECOMMUNICATIONS FACILITY PERMITS.

- (a) Generally. Unless the SWF Regulations specifically provide otherwise, the applicant shall submit a paper copy and an electronic copy of any application, amendments, or supplements to a WTFP application, or responses to requests for information regarding an WTFP, in accordance with the provisions of this section. SWF applications shall be governed by any additional terms set forth in the SWF Regulations, and in the event of an inconsistency between the provisions of this Section and the terms of the SWF Regulations, the Regulations shall control.
 - (1) All applications for WTFPs shall be initially submitted to the Development Services Director. In addition to the information required of an applicant for an encroachment permit or any other permit required by this Code, each applicant shall fully and completely submit to the City a written application on a form prepared by the Development Services Director and published on the City's website.
 - (2) Ground mounted equipment, conduit, junction boxes and fiber and electrical connections necessary for and intended for use in the deployment shall also be specified, to the extent known regardless of whether the additional facilities are to be constructed by the applicant or leased from a third party. Where another party is responsible for installing such electric and fiber utilities, conduits, cables, and related improvements, applicant's

construction drawings will include such utilities to the extent known at the time of application, but at a minimum applicant must indicate how it expects to obtain fiber and electric service to the small wireless facility. Notwithstanding the foregoing, no ground mounted equipment, conduit, junction boxes or fiber and electrical connections necessary for andintended for use in the deployment shall be installed until a WTFP has beenapproved or conditionally approved for the deployment.

- (b) Application Contents—Administrative WTFPs. The content of the application form for facilities subject to an Administrative WTFP shall be determined by the Development Services Director. Fees and Deposits Submitted with Application(s).
 - (1) For all WTFPs, application fee(s) and or deposit(s) shall be required to be submitted with any application, as established by City Council resolution and in accordance with California Government Code Section 50030. Notwithstanding the foregoing, no application fee shall be refundable, in whole or in part, to an applicant for a WTFP unless paid as a refundable deposit.
- (c) Costs. Reasonable costs of City staff, consultant and attorney time (including that of the City Attorney) pertaining to the review, processing, noticing and hearing procedures directly attributable to a WTFP shall be reimbursable to the City. To this end, the Development Services Director or designee, as applicable, may require applicants to enter cost recovery agreement, in a form approved by the City Attorney, or other established trust/deposit accounting mechanism for purposes of obtaining an applicant deposit from which the direct costs of City processing of an application may be drawn-down.
- (d) Effect of State or Federal Law on Application Process. In the event a state or federal law prohibits the collection of any information required by the application, the Development Services Director is authorized to omit, modify or add to that request from the City's application form in consultation with the City Attorney. Requests for waivers from any application requirement of this Section shall be made in writing to the Development Services Director or designee. The Development Services Director may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of a waiver, the City will be provided all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the WTFP sought. All waivers approved pursuant to this Subsection shall be (1) granted only on a case-by-case basis, and (2) narrowly-tailored to minimize deviation from the requirements of this Code.
- (e) Applications Deemed Withdrawn. To promote efficient review and timely decisions, any application governed under this chapter will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantive response to the City on any application within sixty (60) calendar days after the application is deemed incomplete in a written notice to the applicant that identifies the missing documents or information and the specific rule or regulation creating the obligation to submit such documents or information. The Development Services

Director (as applicable) may, in their discretion, grant a written extension when the applicant submits a written request prior to the sixtieth (60th) day that shows good cause to grant the extension.

- (f) Waiver of Applications Superseded by Submission of New Project. If an applicant submits a WTP application, but substantially revises the proposed facility during the application process prior to any City hearing or decision on such application, the substantially revised application shall be deemed a new application for all processing purposes, including federal shot clocks, and the prior submittals deemed waived and superseded by the substantially revised application. For purposes of this subparagraph, “substantially revised” means that the project as initially- proposed has been alternately proposed for a location 300 feet or more from the original proposal or constitutes a substantial change in the dimensions or equipment that was proposed in the original WTP application unless the proposed changes were as a result of City requested changes.
- (g) Rejection for Incompleteness. WTPs will be processed, and notices of incompleteness provided, in conformity with state, local, and federal law. If such an application is incomplete, it may be rejected by the Development Services Director by notifying the applicant in writing and specifying the material omitted from the application.

7.28.60 - REVIEW PROCEDURE.

- (a) Generally. Wireless telecommunications facilities shall be installed and modified in a manner that minimizes risks to public safety and utilizes installation of new support structures or equipment cabinets in the PROW only after all existing and replacement structure options have been exhausted, and where feasible, places equipment underground, and otherwise maintains the integrity and character of the neighborhoods and corridors in which the facilities are located; ensures that installations are subject to periodic review to minimize the intrusion on the PROW; and ensures that the City bears no risk or liability as a result of the installations, and that such use does not inconvenience the public, interfere with the primary uses of the ROW, or hinder the ability of the City or other government agencies to improve, modify, relocate, abandon, or vacate the PROW or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the PROW.
- (b) Findings Required for Approval.
 - (1) Administrative WTP Applications for SWFs. For WTP applications proposing a SWF, the Development Services Director or planning director, as the case may be, shall approve such application if, on the basis of the application and other materials or evidence provided in review thereof, all of the following findings can be made:
 - i. The facility qualifies as a SWF; and

- ii. The facility meets all standards, requirements and further findings as may be specified in the SWF Regulations; and
 - iii. The facility is not detrimental to the public health, safety, and welfare; and
 - iv. The facility meets applicable requirements and standards of State and Federal law.
- (2) Administrative WTFP Applications for Eligible Facility Requests. For WTFP applications proposing an eligible facilities request, the Development Services Director shall approve such application if, on the basis of the application and other materials or evidence provided in review thereof, all of the following findings can be made:
 - i. That the application qualifies as an eligible facilities request; and
 - ii. That the proposed facility will comply with all generally-applicable laws.

(c) Notice; Decisions. The provisions in this Section describe the procedures for the approval process, and any required notice for a WTFP application.

- (1) Administrative WTFPs: Notice of a WTFP application for a SWF shall be mailed to owners and occupants of real property surrounding the proposed SWF site in the manner specified in the SWF Regulations. Applications qualifying for eligible facilities requests shall not require notice.
- (2) Written Decision Required for All WTFP Determinations. Unless otherwise specified for SWF's in the SWF Regulations, all final decisions made pursuant to this chapter, including those for administratively- processed permits and eligible facilities requests, shall be in writing and based on substantial evidence in the written administrative record. Within five days after any decision to grant, approve, deny or conditionally grant a WTFP application, the Development Services Director shall provide written notice including the following:
 - i. A general explanation of the decision, including the findings required for the decision, if any, and how those findings were supported or not supported by substantial evidence;
 - ii. A general description of the property involved;
 - iii. Information about applicable rights to appeal the decision and explanation of how that right may be exercised; and
 - iv. To be given by first class mail to:
 - a. The project applicant and property owner,

- b. Any person who submitted written comments concerning the WTPF,
 - c. Any person within who has filed a written request with the City to receive such notice, and
 - d. Adjacent property owners within 300 feet of the WTPF facility.
- (3) Once a WTPF is approved, no changes shall be made to the approved plans without review and approval in accordance with this chapter.

(d) Appeals.

- (1) Administrative WTPF Appeals. Any person claiming to be adversely affected by an administrative decision pursuant to this chapter may appeal such decision. The appeal will be considered by a hearing officer appointed by the City Manager. The hearing officer may decide the issues de novo and whose written decision will be the final decision of the City. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the wireless facility. Because Section 332(c)(7) of the Telecommunications Act preempts local decisions premised directly or indirectly on the environmental effects of radio frequency (RF) emissions, appeals of the administrative decision premised on the environmental effects of radio frequency emissions will not be considered.
 - a. Where the administrative decision grants an application based on a finding that denial would result in a prohibition or effective prohibition under applicable federal law, the decision shall be automatically appealed to the hearing officer. All non-automatic appeals by third-parties must be filed within two (2) business days of the written administrative decision, unless the Development Services Director extends the time therefore, and are only appealable by persons who (i) received formal notice of the application pursuant to Section 7.28.60(c), or (b) actively participated in or commented upon the City decision-making process, or (iii) otherwise demonstrate that they are directly impacted by aesthetic, safety-related or legal impacts attributable to the installation. An extension may not be granted where extension would result in approval of the application by operation of law.
 - b. Any appeal shall be conducted so that a timely written decision may be issued in accordance with applicable law. For SWFs, the appeal shall be conducted in accordance with any procedures adopted in the SWF Regulations.

(e) Notice of Shot Clock Expiration. The City acknowledges there are federal and state shot clocks which may be applicable to a proposed wireless telecommunications

facility. That is, federal and state law provide time periods in which the City must approve or deny a proposed wireless telecommunications facility. As such, the applicant is required to provide the Development Services Director written notice, which may be by email, of the expiration of any shot clock, which the applicant shall ensure is received by the City (e.g. overnight mail) no later than 10 days prior to the expiration.

7.28.70 – DESIGN AND DEVELOPMENT STANDARDS.

- (a) **SWF Design and Development Standards.** SWFs are subject to those design and development standards and conditions of approval set forth in the SWF Regulations. The City's grant of a WTPF for a SWF does not waive, and shall not be construed to waive, any standing by the City to challenge any FCC orders or rules related to small wireless facilities, or any modification to those FCC orders or rules.
- (b) **Eligible Facilities Request Design and Development Standards.** Approved eligible facilities requests for which the findings set forth in Section 7.28.060 have been made are subject to the following conditions, unless modified by the approving authority:
 - (1) **WTPF subject to conditions of underlying permit.** Any WTPF granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit and all such conditions that were applicable to the facility prior to approval of the subject eligible facility request, provided such conditions do not apply in such a manner as to prohibit the granting of the Eligible Facilities Request.
 - (2) **No permit term extension.** The City's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the City's grant or grant by operation of law of a eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall have the same term as the underlying permit or other regulatory approval for the subject tower or base station.
 - (3) **No Waiver of Standing.** The City's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act (codified as 47 U.S.C. §1455(a)).
- (c) **Other General Design Standards.** Excepting applications for eligible facilities requests, all wireless telecommunications facilities that are located within the

public right-of-way shall be designed and maintained as to minimize visual, noise and other impacts on the surrounding community and shall be planned, designed, located, and erected in accordance with the following standards. WTPP applications (excepting those eligible facilities requests) that do not meet any of the following standards are prohibited unless such standards (i) would be technically infeasible to achieve the applicant's service objectives, as supported by clear and convincing evidence in the written record, and/or (ii) subject to an exception for State or Federal law under Section 7.28.150.

The applicant shall employ screening, undergrounding and camouflage design techniques in the design and placement of wireless telecommunications facilities in order to ensure that the facility is as visually screened as technically feasible, to prevent the facility from dominating the surrounding area and to minimize significant view impacts from surrounding properties and public views, all in a manner that achieves compatibility with the community and in compliance with this code.

- (1) Screening shall be designed to be architecturally compatible with surrounding structures using appropriate techniques to camouflage, disguise, and/or blend into the environment, including landscaping, color, and other techniques to minimize the facility's visual impact as well as be compatible with the architectural character of the surrounding buildings or structures in terms of color, size, proportion, style, and quality.
- (2) All facilities shall have colors and non-reflective materials that blend with the materials and colors of the surrounding area, infrastructure and structures.
- (3) The applicant shall use the least visible equipment for the provision of wireless telecommunications services that is technically feasible.
- (4) All cables, including, but not limited to, electrical and utility cables, shall be run within the interior of the support structure and shall be camouflaged to the extent technologically feasible. For all support structures wherein interior installation is infeasible, conduit and cables attached to the exterior shall be mounted as close to the pole as technically feasible while complying with applicable electric safety codes and painted to match the structure. All cables and wires that cannot feasibly be mounted internally shall be clipped-up and/or placed in conduit the minimum size necessary to accommodate the wiring, or otherwise concealed out of public view.
- (5) No new guy wires shall be allowed unless required by other laws or regulations.
- (6) All ground-mounted facility, pole-mounted equipment, or walls, fences, landscaping or other screening methods shall be installed at least 18 inches from the curb and gutter flow line.
- (7) No facility shall bear any signs or advertising devices other than certification, warning or other signage required by law or permitted by the City.

7.28.80 - OPERATION AND MAINTENANCE STANDARDS.

All wireless telecommunications facilities must comply at all times with the following operation and maintenance standards:

- (a) The permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations and other rules, including, without limitation, those applying to use of the PROW. The permittee shall ensure that all equipment and other improvements to be constructed and/or installed in connection with the approved WTPF are maintained in a manner that is not detrimental or injurious to the public health, safety, and general welfare and that the aesthetic appearance is continuously preserved, and substantially the same as shown in the approved plans at all times relevant to the WTPF.
- (b) Unless otherwise provided herein, all necessary repairs and restoration shall be completed by the permittee, owner, operator or any designated maintenance agent at its sole cost within 3 business days:
 - (1) After discovery of the need by the permittee, owner, operator or any designated maintenance agent; or
 - (2) After permittee, owner, operator or any designated maintenance agent receives notification from the City.
- (c) Insurance. The permittee shall obtain and maintain throughout the term of the permit a type and amount of insurance as specified by City's risk management. The relevant policy(ies) shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insured. The permittee shall use its best efforts to provide thirty (30) days prior notice to the Development Services Director of the cancellation or material modification of any applicable insurance policy.
- (d) Indemnities. The permittee and, if applicable, the owner of the property upon which the wireless facility is installed shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees:
 - i. From any and all damages, liabilities, injuries, losses, costs, and expenses, and from any and all claims, demands, law suits, writs of mandamus, and other actions or proceedings brought against the City or its agents, officers, officials, or employees to challenge, attack, seek to modify, set aside, void or annul the City's approval of the permit, and
 - ii. From any and all damages, liabilities, injuries, losses, costs, and expenses, and any and all claims, demands, law suits, or causes of action and other actions or proceedings of any kind or form, whether for personal injury, death or property damage, arising out of or in connection with the activities or performance of the permittee or, if applicable, the private property owner or any of each one's agents,

employees, licensees, contractors, subcontractors, or independent contractors.

In the event the City becomes aware of any such actions or claims the City shall promptly notify the permittee and, if applicable, the private property owner and shall reasonably cooperate in the defense. The City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the property owner and/or Permittee (as applicable) shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of defending itself against any such actions or claims as noted herein.

Performance and Removal Bond. Prior to issuance of a wireless encroachment permit, the permittee shall file with the City, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or anotherform of security for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to 100% of the cost of removal of the facility as specified in the application for the WTP or as that amount may be modified by the Development Services Director in the permit based on the characteristics of the application as approved. The permittee shall reimburse the City for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the City Council. Reimbursement shall be paid when the security is posted and during each administrative review.

- (e) **Adverse Impacts on Adjacent Properties.** Permittee shall undertake all reasonable and technically feasible efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, and removal of the facility. All facilities, including each piece of equipment, shall be located and placed in a manner so as to not interfere with the use of the PROW, impede the flow of vehicular or pedestrian traffic, impair the primary use and purpose of poles/signs/traffic signals or other infrastructure, interfere with outdoor dining areas or emergency facilities, or otherwise obstruct the accessibility of the PROW.
- (f) **Contact Information.** Each permittee of a wireless telecommunications facility shall provide the Development Services Director with the 24-hour local or toll free contact phone number of the permittee, the owner, the operator and the agent responsible for the maintenance of the facility ("contact information"). Contact information shall be updated within seven days of any change.
- (g) All facilities, including, but not limited to, telecommunication towers, poles, accessory equipment, lighting, fences, walls, shields, cabinets, artificial foliage or camouflage, and the facility site shall be maintained in good condition, including ensuring the facilities are reasonably free of:
 - (1) Subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to City streets, sidewalks, walks, curbs, gutters, trees, parkways, street lights, traffic signals, improvements of any kind or nature, or utility lines and systems, underground utility line and systems (water, sewer, storm

drains, gas, oil, electrical, etc.) that result from any activities performed in connection with the installation and/or maintenance of a wireless facility in the PROW;

- (2) General dirt and grease;
- (3) Chipped, faded, peeling, and cracked paint;
- (4) Rust and corrosion;
- (5) Cracks, dents, and discoloration;
- (6) Missing, discolored or damaged artificial foliage or other camouflage;
- (7) Graffiti, bills, stickers, advertisements, litter and debris. All graffiti on facilities must be removed at the sole expense of the permittee within forty eight (48) hours after notification from the City;
- (8) Broken and misshapen structural parts; and
- (9) Any damage from any cause.

(h) All trees, foliage or other landscaping elements approved as part of the facility shall be maintained in neat, safe and good condition at all times, and the permittee, owner and operator of the facility shall be responsible for replacing any damaged, dead or decayed landscaping. No amendment to any approved landscaping plan may be made until it is submitted to and approved by the Development Services Director.

(i) The permittee shall replace its facilities, after obtaining all required permits, if maintenance or repair is not sufficient to return the facility to the condition it was in at the time of installation.

(j) Each facility shall be operated and maintained to comply with all conditions of approval. The permittee, when directed by the City, must perform an inspection of the facility and submit a report to the Development Services Director on the condition of the facility to include any identified concerns and corrective action taken.

(k) Failure to comply with the City's adopted noise standard, Section 4.12.710, *et seq.* after written notice and reasonable opportunity to cure have been given shall be grounds for the City to revoke the permit.

(l) Interference.

(1) The permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the City shall be moved to

accommodate a permitted activity or encroachment, unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the permittee pays all costs and expenses related to the relocation of the City's structure, improvement, or property. Prior to commencement of any work pursuant to a wireless encroachment permit, the permittee shall provide the City with documentation establishing to the City's satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement, or property within the PROW or City utility easement to be affected by permittee's facilities.

(2) The facility shall not damage or interfere in any way with City property, the City's operations or the operations of prior-existing, third party installations. The City will reasonably cooperate with the permittee and/or carrier to carry out such activities as are necessary to correct the interference.

- i. Signal Interference. The permittee shall cure any such interference within 24 hours of written notification of the interference, or such other timeframes as may be dictated by FCC regulations, and in accordance with FCC regulations. Interference by applicant equipment impacting public safety signals shall be promptly and diligently resolved by the applicant, and may require a cease of operations of such equipment until the interference with public safety signals is fully resolved.
- ii. Physical Interference. The City shall give the permittee thirty (30) days to correct the interference after which the City reserves the right to take any action it deems necessary, which could include revocation of the permit.

(3) The City at all times reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the sites. Such actions may temporarily interfere with the operation of the facility. The City will in all cases, other than emergencies, give the applicant written notification of such planned, non-emergency actions, which notice shall be provided commensurate with the City's commencement of design planning or 30 prior to the non-emergency action, whichever is greater.

- (m) RF Exposure Compliance. All facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate RF exposure standards.
- (n) Wind Load. Each facility shall be properly engineered to withstand wind loads as required by this code or any duly adopted or incorporated code. An evaluation of high wind load capacity shall include the impact of modification of an existing facility.
- (o) Records. The permittee must maintain complete and accurate copies of all permits

and other regulatory approvals issued in connection with the facility, which includes without limitation this approval, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval and any ministerial permits or approvals issued in connection with this approval. In the event the records cannot be produced by the City or the applicant, the applicant shall have the opportunity to demonstrate by other relevant evidence that the facility as-built is compliant with the applicable code and all entitlements in-place at the time of construction of the original facility and any subsequent modifications to the original facility.

(p) Attorney's Fees. In the event it is necessary to take legal action pursuant to this chapter, all costs of such legal action, including reasonable attorney's fees, shall be paid to the prevailing party, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the parties otherwise agree to waive said fees or any part thereof.

7.28.090 - NO DANGEROUS CONDITION OR OBSTRUCTIONS ALLOWED.

No person shall install, use or maintain any wireless telecommunications facility that in whole or in part rests upon, in or over any public right-of-way, when such installation, use or maintenance endangers or is reasonably likely to endanger the safety of persons or property, or when such site or location is used for public utility purposes, public transportation purposes or other governmental use, or when such facility unreasonably interferes with or unreasonably impedes the flow of pedestrian or vehicular traffic including any legally parked or stopped vehicle, the ingress into or egress from any residence or place of business, the use of poles, posts, traffic signs or signals, hydrants, fire station, fire escape, water valve, underground vault, valve housing structure, mailboxes, permitted sidewalk dining, permitted street furniture or other objects permitted at or near said location. All facilities shall be designed and located in such a manner as to avoid adverse impacts on traffic safety. A facility shall not be located within any portion of the public right-of-way interfering with access to a fire hydrant or any other public health or safety facility.

7.28.100 - NONEXCLUSIVE GRANT; NO POSSESSORY INTERESTS.

(a) No permit or approval granted under this chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public right-of-way of the City for any purpose whatsoever. Further, no approval shall be construed as a warranty of title.

(b) No possessory interest is created by a WTFP. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, the permittee acknowledge that the City has given to the applicant notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to a WTFP may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Wireless telecommunications facility operators shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes, fees, and assessments levied against their right to possession, occupancy, or use of any public property pursuant to any right of possession,

occupancy, or use created by the WTFP.

- (c) The permission granted by a WTFP shall not in any event constitute an easement on or an encumbrance against the PROW. No right, title, or interest (including franchise interest) in the PROW, or any part thereof, shall vest or accrue in permittee by reason of a wireless encroachment permit or the issuance of any other permit or exercise of any privilege given thereby.

7.28.110 - PERMIT EXPIRATION; ABANDONMENT OF APPLICATIONS.

- (a) Permit Term. Unless Government Code Section 65964, as may be amended, or any other law authorizes the City to issue a permit with a shorter term, a permit for any wireless telecommunications facility shall be valid for a period of ten (10) years, unless pursuant to another provision of this code it lapses sooner or is revoked. At the end of ten (10) years from the date of issuance, such permit shall automatically expire.
- (b) A permittee may apply for a new permit within 180 days prior to expiration. To the extent allowed by law, said application and proposal shall comply with the City's current code requirements for wireless telecommunications facilities.
- (c) Timing of Installation. The installation and construction authorized by a WTFP shall begin within one (1) year after its approval, or it will expire without further action by the City. The installation and construction authorized by a WTFP shall conclude, including any necessary post-installation repairs and/or restoration to the PROW, within thirty (30) days following the day construction commenced, or at such later completion date as otherwise approved by the Director in writing based upon the City's reasonable discretion.
- (d) Commencement of Operations. The operation of the approved facility shall commence no later than ninety (90) days after the completion of installation, unless additional delay is caused by power and/or backhaul providers, or the WTFP will expire without further action by the City. The permittee shall provide the Development Services Director notice that operations have commenced by the same date.

7.28.120 - CESSATION OF USE OR ABANDONMENT.

- (a) A wireless telecommunications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless telecommunications services for ninety (90) or more consecutive days unless the permittee has obtained prior written approval from the director which shall not be unreasonably denied. If there are two or more users of a single facility, then this provision shall not become effective until all users cease using the facility.
- (b) The operator of a facility shall notify the Development Services Director in writing of its intent to abandon or cease use of a permitted site or a nonconforming site (including unpermitted sites) within ten days of ceasing or abandoning use. Notwithstanding any other provision herein, the operator of the facility shall provide

written notice to the Development Services Director of any discontinuation of operations of thirty (30) days or more.

- (c) Failure to inform the Development Services Director of cessation or discontinuation of operations of any existing facility as required by this Section shall constitute a violation of any approvals and be grounds for:
 - (1) Litigation;
 - (2) Revocation or modification of the permit;
 - (3) Acting on any bond or other assurance required by this article or conditions of approval of the permit;
 - (4) Removal of the facilities by the City in accordance with the procedures established under this code for abatement of a public nuisance at the owner's expense; and/or
 - (5) Any other remedies permitted under this code or by law.

7.28.130 - REMOVAL AND RESTORATION—PERMIT EXPIRATION, REVOCATION OR ABANDONMENT.

- (a) Upon the expiration date of the permit, including any extensions, earlier termination or revocation of the WTFP or abandonment of the facility, the permittee, owner or operator shall remove its wireless telecommunications facility and restore the site to the condition it was in prior to the granting of the WTFP, except for retaining the landscaping improvements and any other improvements at the discretion of the City. Removal shall be in accordance with proper health and safety requirements and all ordinances, rules, and regulations of the City. Expired, terminated or revoked wireless telecommunications facility equipment shall be removed from the site at no cost or expense to the City.
- (b) Failure of the permittee, owner or operator to promptly remove its facility and restore the property within ninety (90) days after expiration, earlier termination or revocation of the WTFP, or abandonment of the facility, shall be a violation of this code. Upon a showing of good cause, an extension may be granted by the Development Services Director where circumstances are beyond the control of the permittee after expiration. Further failure to abide by the timeline provided in this Section shall be grounds for:
 - (1) Prosecution;
 - (2) Acting on any security instrument required by this chapter or conditions of approval of permit;
 - (3) Removal of the facilities by the City in accordance with the procedures established under this code for abatement of a public nuisance at the owner's expense; and/or

(4) Any other remedies permitted under this code or by law.

(c) Summary Removal. In the event any City director or City engineer determines that the condition or placement of a wireless telecommunications facility located in the public right-of-way constitutes a dangerous condition, obstruction of the public right-of-way, or an imminent threat to public safety, or determines other exigent circumstances require immediate corrective action (collectively, "exigent circumstances"), such director or City engineer may cause the facility to be removed summarily and immediately without advance notice or a hearing. Written notice of the removal shall include the basis for the removal and shall be served upon the permittee and person who owns the facility within five business days of removal and all property removed shall be preserved for the owner's pick-up as feasible. If the owner cannot be identified following reasonable effort or if the owner fails to pick-up the property within 60 days, the facility shall be treated as abandoned property.

(d) Removal of Facilities by City. In the event the City removes a wireless telecommunications facility in accordance with nuisance abatement procedures or summary removal, any such removal shall be without any liability to the City for any damage to such facility that may result from reasonable efforts of removal. In addition to the procedures for recovering costs of nuisance abatement, the City may collect such costs from the performance bond posted and to the extent such costs exceed the amount of the performance bond, collect those excess costs in accordance with this code. Unless otherwise provided herein, the City has no obligation to store such facility. Neither the permittee, owner nor operator shall have any claim if the City destroys any such facility not timely removed by the permittee, owner or operator after notice, or removal by the City due to exigent circumstances.

7.28.140 - EFFECT ON OTHER ORDINANCES.

Compliance with the provisions of this chapter shall not relieve a person from complying with any other applicable provision of this code. In the event of a conflict between any provision of this chapter and other sections of this code, this chapter shall control.

7.28.150 - STATE OR FEDERAL LAW.

The implementation of this chapter and decisions on applications for placement of wireless telecommunications facilities in the PROW shall, at a minimum, ensure that the requirements of this chapter are satisfied, unless it is determined that the applicant has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this Chapter may be waived, but only to the minimum extent required to avoid the prohibition or violation.

7.28.160 – LEGAL NONCONFORMING WIRELESS TELECOMMUNICATIONS FACILITIES IN THE RIGHT-OF-WAY.

(a) Legal nonconforming wireless telecommunications facilities are those facilities that

existed but did not conform to this chapter on the date this chapter became effective.

- (b) Legal nonconforming wireless telecommunications facilities shall, within ten years from the date this chapter became effective, be brought into conformity with all requirements of this article; provided, however, that should the owner desire to expand or modify the facility, intensify the use, or make some other change in a conditional use, the owner shall comply with all applicable provisions of this code at such time, to the extent the City can require such compliance under federal and state law.
- (c) An aggrieved person may file an appeal to the City Council of any decision of the Development Services Director or other deciding body made pursuant to this Section. In the event of an appeal alleging that the ten-year amortization period is not reasonable as applied to a particular property, the city council may consider the amount of investment or original cost, present actual or depreciated value, dates of construction, amortization for tax purposes, salvage value, remaining useful life, the length and remaining term of the lease under which it is maintained (if any), and the harm to the public if the structure remains standing beyond the prescribed amortization period, and set an amortization period accordingly for the specific property.

May 18, 2021

AGENDA ITEM 1.F

REQUEST

ADOPT RESOLUTION AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATION PROGRAM (LCTOP) FOR THE USE OF FREE STUDENT BUS RIDES USING AN ALLOCATION OF \$28,116 IN LCTOP FUNDS

EXECUTIVE SUMMARY

The Low Carbon Transit Operations Program (LCTOP) is one of several State funding programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014. The City of Tracy is eligible to receive \$28,116 from the program through a direct allocation from the State and through the San Joaquin Council of Governments (SJCOC). Staff would like to use these funds to continue a pilot program to provide free rides to students for the 2021-22 school year to encourage students to take public transportation.

DISCUSSION

The Low Carbon Transit Operations Program (LCTOP) is one of several State funding programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving designated Disadvantaged Communities.

The LCTOP program is administered by Caltrans in coordination with the California Air Resource Board and the State Controller's Office. Funds are distributed based on prior use of State Transit Assistance (STA) funds with 50% to the regional agencies, and the other 50% to local transit operators. The San Joaquin Council of Governments (SJCOC) receives the regional apportionment for San Joaquin County. For the FY 2020-21 LCTOP funding cycle, the City of Tracy is eligible to receive \$1,397 in a direct allocation as a transit operator. In addition, SJCOC's regional allocation of \$795,881 will be allocated among the transit providers with the City of Tracy receiving \$26,719. This provides a total LCTOP allocation of \$28,116.

Because the LCTOP administration and reporting requirements are disproportionately onerous in relation to the relatively small direct allocations to transit operators, LCTOP funds were pooled to benefit larger, regional projects undertaken by San Joaquin RTD and the San Joaquin Regional Rail Commission. This LCTOP funding cycle, however, provides a larger allocation for transit operators and, therefore, a larger project and greater benefit to the community with the same reporting requirements.

Staff proposes to utilize the City's FY 2020-21 allocation of \$28,116 in LCTOP funds to continue a fare subsidy pilot program. The fare subsidies will provide free transit fares to students for a 6-month period beginning January 1, 2022 and ending June 30, 2022. The City received additional funding for this pilot program during FY19-20, however, due

to COVID-19 restrictions, the program was not able to run as anticipated. Staff is requesting these additional funds to be added to the existing pot of money to extend the duration of the program and promote the use of public transit among students with the anticipation of schools re-opening in the fall of 2021. An on-going marketing program will promote the project, with a focus on disadvantaged communities in the City. If successful, it is anticipated that student ridership will increase by 10% during the pilot program period.

To complete the application process and receive LCTOP funds, the City is required to submit several supporting documents approved by the City Council, (Attachment A):

1. An "Authorized Agent" form to designate the Parks & Recreation Director, and/or designee, as signatory on any documents associated with obtaining and managing LCTOP funds.
2. The "Certification and Assurances" which contain general conditions of the LCTOP program as well as some additional cost principles and record retention requirements that are standard for other State-funded projects.
3. A Resolution adopted by Council approving all of the submittals on behalf of the LCTOP program.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

A total \$28,116 in LCTOP funds will be used as additional revenue to offset fares in the Transit Fund. There is no matching requirement and there is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing execution of the certifications and assurances and authorized agent forms for the LCTOP for the use of free student bus rides using an allocation of \$28,116 in LCTOP funds.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jennifer D. Haruyama, City Manager

ATTACHMENTS

Attachment A – FY20-21 LCTOP Allocation Request Signature Pages



FY 2020-2021 LCTOP Authorized Agent

AS THE **Mayor** (Chief Executive Officer/Director/President/Secretary)

OF THE **City of Tracy**
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Brian MacDonald, Parks & Recreation Director
(Name and Title of Authorized Agent)

Click here to enter text.
(Name and Title of Authorized Agent)

Click here to enter text.
(Name and Title of Authorized Agent)

Click here to enter text.
(Name and Title of Authorized Agent)

Nancy Young **Mayor**
(Print Name) *(Title)*

(Signature)

Mayor
(Title)

Approved this 18 *day of* **May** , 2021



FY 2020-2021 LCTOP

Certifications and Assurances

Lead Agency: City of Tracy

Project Title: Free Student Fares

Prepared by: Ed Lovell, Transit Manager

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).



FY 2020-2021 LCTOP

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Close Out Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
 - d. Project Outcome Reporting as defined by CARB Funding Guidelines.
 - e. Jobs Reporting as defined by CARB Funding Guidelines.
2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with



FY 2020-2021 LCTOP

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times



FY 2020-2021 LCTOP

during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

Brian MacDonald
(Print Authorized Agent)

(Signature)

Parks & Recreation Director
(Title)

(Date)

RESOLUTION 2021-_____

AUTHORIZING THE SUBMITTAL OF A PROJECT NOMINATION AND ALLOCATION REQUEST FOR THE LOW CARBON TRANSIT OPERATION PROGRAM (LCTOP), THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR LCTOP FOR THE FOLLOWING PROJECT: FREE STUDENT FARES, \$28,116

WHEREAS, The City of Tracy is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects, and

WHEREAS, The statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations, and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP, and

WHEREAS, The Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies), and

WHEREAS, The City of Tracy wishes to delegate authorization to execute these documents and any amendments thereto to the City of Tracy Parks & Recreation Director, and

WHEREAS, The City of Tracy wishes to implement the following LCTOP project(s) listed above;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tracy that the fund recipient ("City") approves and agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

BE IT FURTHER RESOLVED, that the City Council of the City of Tracy authorizes the Parks & Recreation Director to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

BE IT FURTHER RESOLVED, that the City Council of the City of Tracy authorizes the submittal of the following project nomination and allocation request to the Department in FY20-2021 LCTOP funds:

Project Name:	Free Student Fares
Amount of LCTOP funds requested:	\$28,116
Short description of project:	Fare subsidy for students K-12 attending schools in the City of Tracy
Benefit to a Priority Populations:	Free fares for students to encourage ridership on the fixed-route bus system.
Contributing Sponsors (if applicable):	San Joaquin Council of Governments

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 18th day of May, 2021, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

May 18, 2021

AGENDA ITEM 3.B

REQUEST

PUBLIC HEARING OF THE CITY COUNCIL TO CONSIDER ADOPTION OF THE CITY OF TRACY FISCAL YEARS 2021-22 OPERATING AND CAPITAL BUDGET AND ADOPTION OF THE FUND RESERVE, DEBT, AND INVESTMENT POLICIES

EXECUTIVE SUMMARY

On March 2, 2021, Council was presented with the ten-year General Fund forecast. Budget workshops took place on March 16, March 23, and April 20, 2021, to discuss the proposed Operating and Capital Improvement Plan (CIP). Focus was given to the City's General Fund budget which projected a deficit of approximately \$5 million. Ultimately, Council directed to close the budget shortfall with a variety of one-time/temporary measures, including the use of the City's Economic/Budget Stabilization Reserves.

The public hearing scheduled for this evening will allow for additional discussion and community input prior to Council consideration and adoption of the Proposed Annual FY 2021-22 Operating and Capital Budget.

DISCUSSION

Proposed FY 2021-22 Citywide Annual Budget (Operating and Capital)

The goal of the City's annual Operating and Capital budget is to provide a plan that allocates resources to meet the needs and desires of Tracy's residents. It balances City revenues and costs with community priorities and requirements. In preparing the FY 2021-22 Operating and Capital Budget, City staff reviewed the FY 2020-21 budget and estimated the expenditures and revenues anticipated for the next year, FY 2022-23. The Council's 2021-2023 Strategic Plan is an integral part of the budget planning and development and can be seen integrated within department budget section. The City is still facing a structural deficit as it develops the FY 2021-22 budget. The City Manager has proposed a status quo budget to preserve service levels allowing from modest revenue recovery throughout the City funds. This includes continuing some of the budget solutions adopted in FY 2020-21.

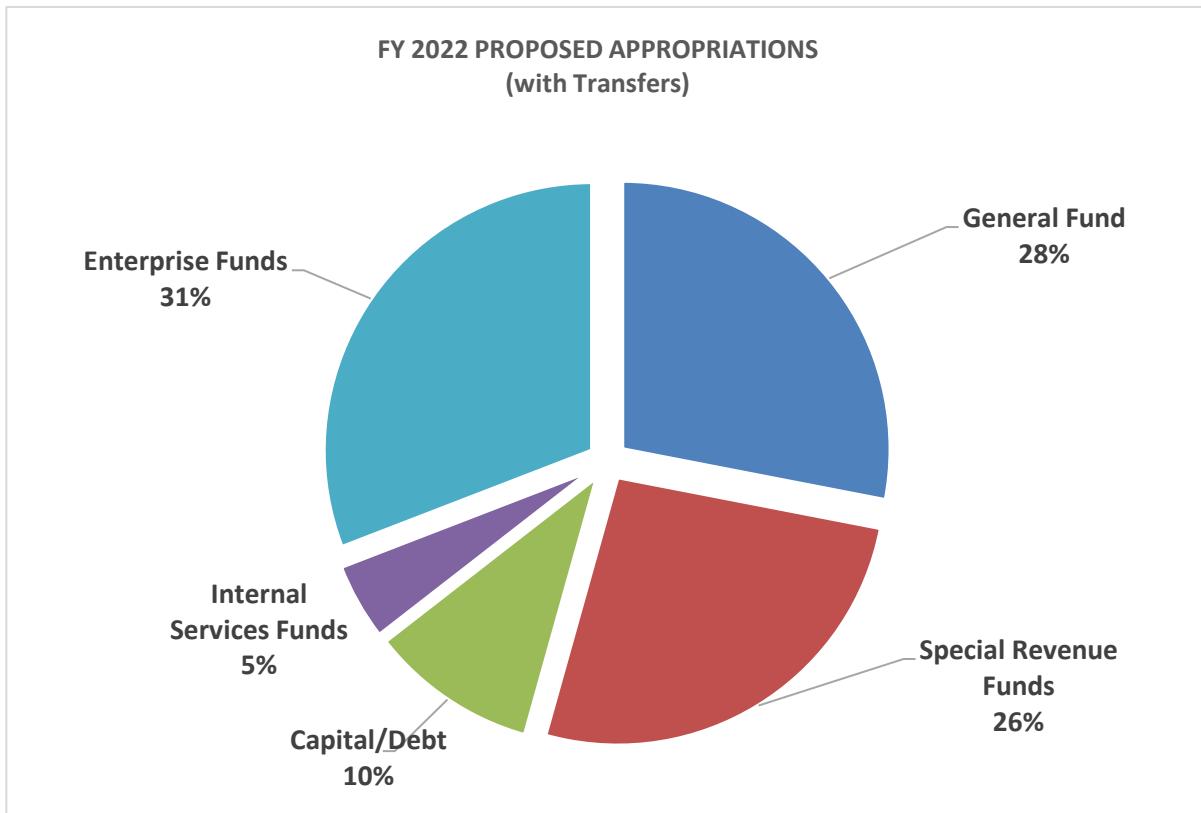
In FY 2021-22, the operating expenses were held flat, except for limited inflationary expenditure increases (e.g. pension, health care, and workers' compensation). The select vacancy and hiring freeze put in place March 2020 is expected to continue through FY 2021-22 and, likely, through FY 2022-23. While primarily in the General Fund and Utilities, City implemented a hiring freeze of select vacant positons in order to generate \$3.5 million salary savings (approximately 5-10%). These salary savings have helped to temporarily mitigate personnel increases related to personnel increases that were approved in prior years' employee contracts, pension, health, and workers'

compensation benefits, lessening the overall deficit in the General Fund and Utilities Fund. The proposed budget includes 542 approved full-time equivalent with 506 funded positions in FY 2021-22; of which 346 are funded by the General Fund.

The FY 2021-22 proposed operating and capital budget appropriations total approximately \$328.7 million (including from \$38.5 million in Transfers Between funds) all funding sources including capital improvements of \$77.4 million. The Net Position decreased \$5.8 million after the capitalization of \$77.4 million in capital improvements.

FY 2022
PROPOSED
BUDGET

General Fund	\$ 78,021,124
Special Revenue Funds	87,587,448
Capital/Debt	8,348,521
Internal Services Funds	15,281,528
Enterprise Funds	\$ 100,941,784
TOTAL EXPENDITURES (wo Transfers)	<hr/> \$ 290,180,405
Transfers Between Funds	<hr/> 38,553,179
TOTAL EXPENDITURES (w Transfers)	<hr/> \$ 328,733,584



Citywide Operating and Capital Budget

SUMMARY OF PROPOSED REVENUES AND EXPENSES FOR ALL FUNDS WITHOUT TRANSFERS

<u>REVENUES (in thousands)</u>	<u>FY 19/20 Actuals</u>	<u>FY 20/21 Projected</u>	<u>FY 21/22 Proposed</u>	<u>FY 22/23 Forecasted</u>	<u>FY 23/24 Forecasted</u>
GENERAL FUND	\$ 87,111	\$ 84,220	\$ 89,856	\$ 93,404	\$ 96,757
DEVELOPMENT SERVICES	7,751	11,113	11,751	11,894	12,043
GAS TAX	3,775	3,796	4,169	4,294	4,423
GEN FUND CAPITAL	213	-	-	-	-
SCFA	6,448	7,216	9,419	9,687	9,963
SPECIAL REVENUE	13,609	12,116	5,069	5,267	5,475
CAPITAL	23,711	14,754	497	521	548
DEBT	35,791	6,143	6,179	6,409	6,651
INTERNAL SERVICES FUND	13,861	12,926	14,107	14,248	14,390
WATER	31,290	21,309	21,252	21,464	21,679
WASTEWATER	23,836	15,300	15,289	15,442	15,596
SOLID WASTE	23,514	21,731	22,115	22,336	22,559
STORM DRAIN	8,758	719	729	736	744
AIRPORT	2,384	947	943	951	959
TRANSIT	6,596	5,556	5,611	5,768	5,932
TOTAL REVENUES	288,647	217,845	206,986	212,422	217,718
<u>EXPENSES (in thousands)</u>					
GENERAL FUND	\$ 73,649	\$ 75,764	\$ 78,021	\$ 82,058	\$ 81,757
DEVELOPMENT SERVICES	11,241	12,888	13,760	13,948	14,143
GAS TAX	2,129	5,333	5,013	1,609	1,663
GEN FUND CAPITAL	4,843	1,986	17,400	-	-
GOVWIDE	5,550	-	1,190	1,202	1,214
SCFA	21,468	22,747	24,280	24,856	25,598
SPECIAL REVENUE	13,603	8,961	25,944	5,409	5,540
CAPITAL	15,764	5,371	3,861	265	268
DEBT	26,255	4,757	4,488	4,496	4,505
INTERNAL SERVICES FUND	11,780	14,252	15,282	15,482	15,699
WATER	18,156	18,910	20,544	20,552	20,907
WASTEWATER	31,595	44,616	47,365	19,656	19,947
SOLID WASTE	25,275	24,876	24,523	24,821	25,124
STORM DRAIN	952	656	705	716	729
AIRPORT	952	1,068	788	800	814
TRANSIT	4,573	7,847	7,017	5,983	6,085
TOTAL EXPENDITURES	267,783	250,031	290,180	221,854	223,987
SURPLUS/DEFICIT	20,864	(32,186)	(83,195)	(9,431)	(6,268)
CAPITAL IMPROVEMENT	15,935	42,527	77,379	3,183	3,231
NET POSITION CHANGE	36,798	10,341	(5,816)	(6,248)	(3,038)

FY 2021-22 Proposed General Fund

City expenditures have outpaced revenue in the previous budget cycles. The result is a projected deficit beginning in FY 2019-20; which was exasperated by fiscal impacts of COVID-19 in FY 2020-21. This deficit is expected to linger throughout the 10 year forecast, absent taking specific measures to reduce expenditures. In response, the City implemented some budget correction measures that are expected to continue for the next two budget cycles. This will allow the modest growth in revenues to catch up with current service levels and reverse the deficit trend facing the City's General Fund. These measures included a temporary hiring freeze of select vacant positions (approximately 15 FTE), limited purchases and services spending, delay replacement of vehicle and equipment funding, and use of the City's Economic/Budget Stabilization reserves. The City's General Fund restored the funding the MCYSN's funding and initiated funding for homelessness services and facilities.

The initial proposed budget for FY 2021-22 expected a \$5.4 million deficit. The City Manager proposed closing the budget deficit by delaying funding for vehicle and equipment replacement (\$2.1 million) and expect revenue to recover to pre-COVID-19 growth (\$1 million). The General Fund's remaining \$2.3 million deficit will be mitigated by additional offsets in revenues and/or expenditures as they emerge and through continued borrowing from the City's Economic Budget Stabilization Reserves. In addition, the City has received some Federal funding through the American Rescue Plan Act that will mitigate some revenue loss and/or expenditures related to responding to COVID-19.

General Fund Summary Proposed FY 2021-22

<i><u>(in thousands)</u></i>	<i><u>2021/2022 (proposed)</u></i>
Revenues	\$ 89,856
*Expenses	78,021
Transfers In/(Out)	(14,113)
General Fund Surplus/(Deficit)	\$ (2,279)

FY 2021-22 Implemented Budget Solutions

- ✓ Potential Revenue Recovery. The City's Sales Tax and TOT tax are projected to recover slightly in FY 2021-22 and the budget reflects a moderate growth of \$1.4 million, or 5%, between the two revenue sources. This projected growth assumes new tax generators will commence operations in FY 2021-22. The actual revenue growth is not certain today. In addition, the City may experience a larger recovery to the economic effects of COVID, receive additional grants and federal aid, or generate higher cost recovery through fees. It is moderately possible that revenues may grow an additional \$1 million (2-3%) over the current projections. This has been reflected in the proposed revenues.
- ✓ Delay Funding ISC-Vehicles. The City's adopted General Fund FY 2020-21 budget included delaying contributions to the ISC-Vehicle and Equipment funds.

The cost to fund these expenses is \$2.1 million. As a budget solution, the General Fund will delay the annual contribution in FY 2021-22; however, any further delay in funding may result in higher maintenance costs and larger future replacement needs as the current vehicles will continue to age. It is not recommended to extend this budget solution more than two years; restoring funding in FY 2022-23 will need to be considered. This has been reflected in the proposed expenditures.

FY 2021-22 Additional Budget Solutions

Budget Solutions

Use of 10% Economic/Budget	
Stabilization	\$1,000
Additional Vacancy Savings	1,000
<hr/>	
Revised General Fund	
Surplus/(Deficit)	\$ (279)

*Includes funding for MCYSN and homelessness services and facility; excludes funding for vehicle and equipment replacement

- *Use of Economic/Budget Stabilization.* The General Fund has a projected \$1 million remaining in the 10% Economic/Budget Stabilization Reserves that will be used to close the budget deficit.
- *Additional Personnel/Non-Personnel Savings.* The proposed FY 2021-22 budget includes a current vacancy and hiring freeze of 5% on select vacant positions. Throughout the year, some departments experience higher attrition rates, which may generate additional personnel savings in FY 2021-22. The City Manager and departments will observe expenditure levels and modify staffing levels, and non-personnel expenses, as needed, to achieve a target savings in the amount of \$1 million, or 1% of General Fund operating expenditures.

Summary of Proposed FY 2021-22 Operating and Capital Budget

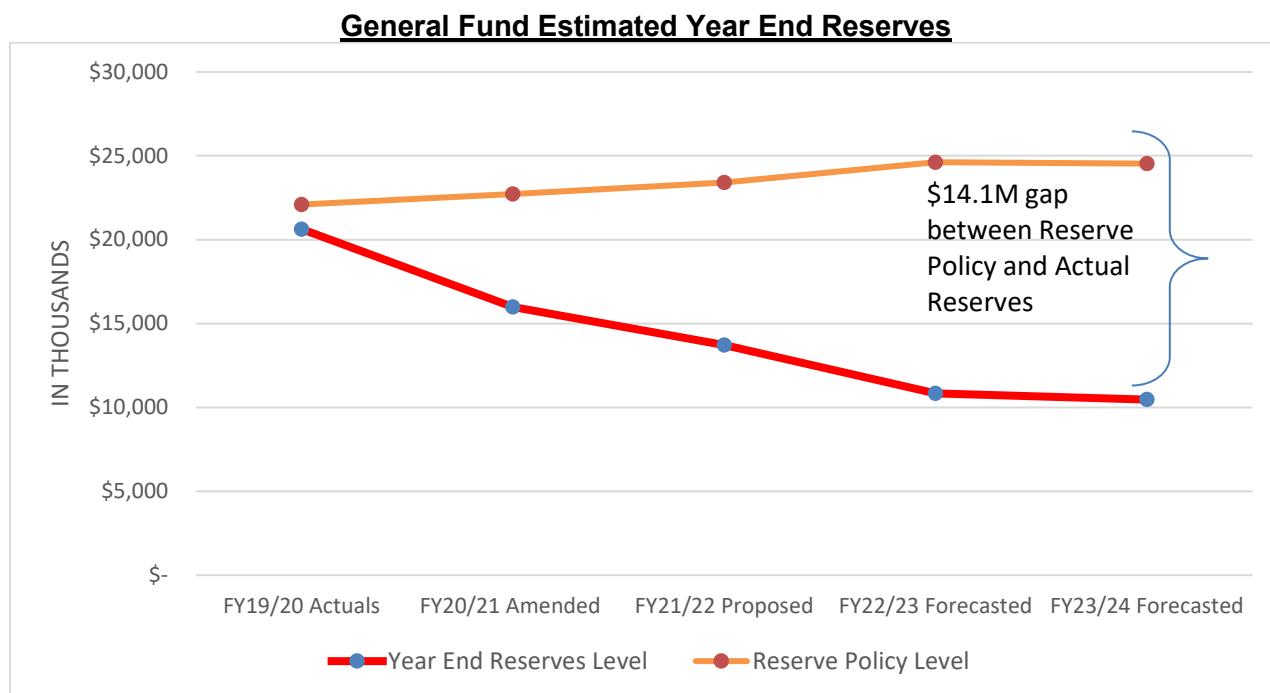
<u>REVENUES (in thousands)</u>	<u>FY19/20 Actuals</u>	<u>FY20/21 Amended</u>	<u>FY21/22 Proposed</u>	<u>FY22/23 Forecasted</u>	<u>FY23/24 Forecasted</u>
Property Tax	\$24,905	\$26,776	\$28,114	\$29,520	\$30,996
Sales Tax	26,304	27,012	29,222	30,262	31,269
Sales Tax Measure V	10,735	11,500	12,000	12,600	13,230
Other Taxes	2,750	2,415	2,842	3,204	3,269
Other Revenues	22,418	16,517	17,678	17,818	17,993
TOTAL REVENUES	\$87,111	\$84,220	\$89,856	\$93,404	\$96,757
<u>EXPENDITURES (in thousands)</u>					
Personnel	\$57,422	\$58,016	\$59,243	\$60,600	\$61,265
Purchased Services and Supplies	12,990	14,532	15,489	18,027	16,906
Utilities	1,807	1,940	2,168	2,299	2,437
Capital	192	0	0	0	0
Debt	1,238	1,276	1,121	1,133	1,144
TOTAL EXPENDITURES	\$73,649	\$75,764	\$78,021	\$82,058	\$81,751
Transfers In	\$27	\$56	\$60	\$61	\$61
Transfers Out	(9,424)	(2,338)	(2,361)	(2,385)	(2,409)
Transfers Out: Measure V Capital	(14,000)	(10,817)	(11,812)	(11,886)	(13,039)
TOTAL NET TRANSFERS IN/(OUT)	(\$23,397)	(\$13,099)	(\$14,113)	(\$14,210)	(\$15,386)
Total Change in Net Position	(\$9,934)	(\$4,643)	(\$2,279)	(\$2,864)	(\$380)
Prior Year Reserves	\$30,566	\$20,631	\$15,988	\$13,710	\$10,845
<u>Use of Reserves</u>					
Non-Spendable Reserves	62	62	62	62	62
Contingency/Emergency Reserves (17%)*	12,520	12,880	13,264	13,950	13,898
Economic/Budget Stability Reserves (13%)*	9,574	9,849	10,143	10,668	10,628
Prior Year Carryover	420	0	0	0	0
Unassigned	(1,946)	(6,803)	(9,759)	(13,834)	(14,122)
Year End Reserves	\$20,631	\$15,988	\$13,710	\$10,845	\$10,465

*Reserve policy amended by City Council in 2021.

Estimated General Fund Reserve

As part of the City Council Adopted Budget Principles, the City Council amended the General Fund Reserve Policy. The City Council did not amend the total reserves of 30%; however, to match best practices of Government Finance Officers Association, the Catastrophic Reserves was amended to two months of operations (or 17%); this was a decrease of 3% from the prior policy. The City Council desired to maintain the full 30% policy that was established in FY 2014-15. As a result, the Economic/Budget Stabilization Reserves was increased by the 3% and is now 13%. As part of the City Council Policy, the City Council may use the Economic/Budget Stabilization reserves as one-time funding to offset a deficit budget. However, the policy requires a super majority vote of the City Council and a resolution providing the timeline to repay the reserves.

The City Council, as part of the amended FY 2019-20 and adopted FY 2020-21 budget, approved Resolution 2020-107 allowing for the use of the Economic/Budget Stabilization Reserves to provide gap funding for the General Fund deficit. At adoption of the FY 2020-21 budget, the City Council approved a second resolution, Resolution 2020-105, allowing for borrowing of Measure V Capital for the General Fund deficit in FY 2020-21. Better than expected revenues materialized, despite the economic impacts of the pandemic. As a result, the City will not use Measure V Capital funds as a funding source for the General Fund Operating Budget in FY 2020-21. The table above and chart below represent the estimated fund reserves at fiscal year ending 2020-2024.



RECOMMENDED RESOLUTION BUDGET APPROPRIATIONS

Each year, the City of Tracy must formally adopt, by resolution, the annual operating, debt, and capital financial plans of each entity and include appropriations presented to the City Council. In addition to adopting a resolution approving the FY 2020-21 Operating and Capital Budget, the Council must also adopt the following budget resolutions described in detail below:

Resolution Adoption of the FY 2021-22 Debt and Investment Policies: California law requires that the governing board of each local governmental unit adopt its policies governing the management of debt and investment of local funds annually. There are no amendments presented in the debt policy. There are minor amendments in the investment policy that have been approved by the Investment Review Committee during their regular meetings. The first amendment establishes the requirement that investment reports are to be completed within 60 days (two months) of the period ending. The second amendment was to clarify that the annual report could be presented to the City Council on consent following the close of each fiscal year.

Resolution Amending the City's Fund Reserve Policy effective June 30, 2021: The City Council adopted Resolution 2021-23 approving the City Council's Budget Principles. The fund balance policy was amended to align with Government Finance Officers Association's recommendations for reserves. The Catastrophic/Emergency Reserves were amended to 17% (or two-months of operations) and the Economic/Budget Stabilization Reserves were amended to 13%. The total operating reserves remain at 30%. In addition, the reserve policies for Enterprise funds has been amended to add a capital reserve equal to one-year of depreciation expenses. Staff is requesting approval of the amended fund reserve policy. (A super majority vote is required to amend.)

Resolution Adoption of the FY 2021-22 Annual Operating and Capital Budget for July 1, 2021 through June 30, 2022: The City Council adopted Resolution 2020-105 on June 16, 2020 approving the adoption of the FY 2020-21 Annual Operating and Capital Budget. The City Council receives quarterly updates and amends the budget as needed throughout the year. Staff is seeking the approval of the FY 2021-22 Annual Operating and Capital Budget. The City Manager has implemented various budget strategies, such as status quo expenditures, freezing select vacant positions, delaying vehicle and equipment replacement funding, and revised revenue estimates. The General Fund's estimated deficit of (\$2.3 million) will be funded through additional revenue growth/expenditure reductions and through borrowing of the City's Economic/Budget Stabilization fund. The City Manager's proposes to repay the reserves within five years. (A super majority vote is required for budget approval and use of reserves to cover the deficit.)

STRATEGIC PLAN

This agenda item supports Governance Strategic Goal 3: Ensure Short and Long-term Financial Sustainability.

FISCAL IMPACT

The FY 2021-22 proposed operating and capital budget appropriations total approximately \$328.7 million (including from \$38.5 million in Transfers Between funds) all funding sources including capital improvements of \$77.4 million. The Net Position decreased \$5.8 million after the capitalization of \$77.4 million in capital improvements.

RECOMMENDATION

It is recommended that the Council conduct a public hearing to consider and adopt the Proposed FY 2021-22 City of Tracy Operating and Capital Budget and corresponding budget resolutions:

1. Adopt a resolution of the City Council of the City of Tracy approving the City's Debt and Investment Policies.
2. Adopt a resolution of the City Council of the City of Tracy approving the amended City's Fund Reserve Policy
3. Adopt a resolution of the City Council of the City of Tracy adopting the Operating and Capital Budget for Fiscal Year 2021-22.

Prepared by: Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment: Proposed FY 2021-22 City of Tracy Operating and Capital Budget (Oversized: Available at the City Clerk's Office in City Hall and on the City of Tracy Website at:
<https://www.cityoftracy.org/?navid=12303>

RESOLUTION _____

APPROVING THE CITY OF TRACY DEBT AND INVESTMENT POLICIES FOR FY 2021-22

WHEREAS, The City has an adopted Investment Policy that provides guidance regarding investment of City funds which is consistent with the statutes of California Government Code that governs the investment of public funds, and

WHEREAS, The City has an adopted Debt Policy that provides guidance regarding debts of City funds which is consistent with the statutes of California Government Code that governs the debt management of public funds, and

WHEREAS, Annually the City Treasurer reviews this policy with support from its registered investment advisors for any changes that would require revisions to the investment policy, and

WHEREAS, The Debt and Investment Policies are consistent with the City Council's overall Strategic Priorities and Budget Principles to have a fiscally responsible and efficiently operated City organization that is committed to maintaining its fiscal health;

NOW, THEREFORE, BE IT RESOLVED That the City Council approves the City's Debt and Investment Policies for Fiscal Year 2021-22.

* * * * *

The foregoing Resolution _____ is hereby passed and adopted by the Tracy City Council this 18th day of May 2021, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRACY
APPROVING THE FUND RESERVES POLICY EFFECTIVE FISCAL YEAR
ENDING JUNE 30, 2021

WHEREAS, City of Tracy follows Governmental Accounting Standards Board (GASB) for the basis its financial reporting; and

WHEREAS, GASB issued Statement 54: Fund Balance Reporting and Governmental Fund Type Definition and the requirements of this Statement are effective for financial statements for periods beginning after June 15, 2010, and

WHEREAS, The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions, and

WHEREAS, The City Council adopted Resolution No. 2021-23 adopting the City Council Budget Principles, and

WHEREAS, The City Council desires to be consistent with Government Finance Officer Association (GFOA) recommendations, a funds' Catastrophic/Emergency Reserve should be maintained at a minimum of 17% of annual operating revenue/expenditure, in addition, it recommends that a funds' Economic/Budget Stabilization reserve which should be maintained at a minimum of 13% of annual operating revenue/expenditure;

WHEREAS, The City Council desires to be consistent with Government Finance Officer Association (GFOA) recommendations that a fund's Capital Replenishment reserves should be maintained at a minimum of one year's annual capital depreciations;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Tracy hereby approves the attached amended Fund (Reserve) Balance Policy.

The foregoing Resolution _____ is hereby passed and adopted by the Tracy City Council this 18th day of May, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

CITY OF TRACY
COUNCIL POLICY AND PROCEDURES
A-5

SUBJECT: Council General Fund-Fund Committed Reserve Policy

DATE UPDATED June 19, 2018May 18, 2018

SECTION: A-5

SECTION 1: **PURPOSE**

The purpose of this policy is for the City of Tracy to formally establish Contingency/Emergency and Economic/Budget Stability Reserves. The purpose of the Reserves is to mitigate the effect of unanticipated situations such as natural disasters and severe unforeseen events. Reserves also provide the City with stability in times of economic fluctuations that are non-reoccurring and/or unanticipated. Reserves help provide for a smooth, temporary transition to prevent drastic or devastating changes in service levels caused by changes in the City's financial situation. These reserves are presented as Committed Fund balance in the General Fund financial statements and are adopted by City Council by resolution. The City Council may authorize the use of these reserves by declaring a Catastrophic and/or Fiscal Emergency with a four-fifths vote.

SECTION 2: **POLICY**

The City of Tracy is establishing reserves with the following designations:

GENERAL FUND-FUND CONTINGENCY/CASTASTROPHIC/EMERGENCY RESERVE:

The Contingency/Catastrophic/Emergency Reserve funds help mitigate the effects of unanticipated situations such as natural disasters and severe, unforeseen events. The Contingency-Catastrophic Reserve also serves as back-up liquidity to self-insured losses if this need were to arise.

The Contingency/Catastrophic/Emergency Reserve is to be established with a target goal of 2017% of the General Fund's funds' adopted annual budget for operating expenditures and recurring transfers out.

The City Manager will first evaluate the City's financial condition and make a recommendation to City Council as to the need to make contributions to the Contingency-Catastrophic Reserve or the possible need to access funds from the Contingency/Catastrophic/Emergency Reserve. This action is done as part of the annual budget adoption; however, these actions can be completed at any time the City Manager deems necessary.

GENERAL FUND AND ENTERPRISE FUNDS ECONOMIC/BUDGET STABILITY-STABILIZATION RESERVE

The Economic/Budget Stability-Stabilization Reserve is to be established with a target goal of 1013% of the General Fund's funds' adopted annual budget for expenditures and recurring transfers out. The Economic/Budget Stability-Stabilization Reserve is intended to offset quantifiable revenue/expenditure uncertainty in the multi-year forecast thereby helping to stabilize service levels

CITY OF TRACY
COUNCIL POLICY AND PROCEDURES

through economic cycles. The City should develop measures that collectively are necessary to assess City's fiscal sustainability.

These specific measures include:

- Projections of the major individual inflows of resources in dollars and as a percentage of total inflows of resources along with explanations of the known causes of resource fluctuations (including nonrecurring resources)
- Projections of the major individual outflows of resources by program or function in dollars and as a percentage of total outflows of resources along with explanations of the known causes of resource fluctuations
- Projections of major individual financial obligations and total financial obligations including bonds, pensions, OPEB, and long-term contracts
- Projections of annual debt service payments (principal and interest)
- Narrative discussion of the major intergovernmental service interdependencies that exist and the nature of those service interdependencies.

Stabilization amounts may be authorized as expended only when certain specific circumstances exist.

- 1) Revenue risks: Revenues falling short of budget projections may cause deficits. Transitional funding may be necessary to respond to reductions in major revenues due to local, regional, and national economic downturns. This may be due to a loss in housing values, a loss of a major employer, a loss of major retailor, a sudden spike in unemployment or inflation, and/or other major economic factors. This may also be due to state and/or voter initiatives; including changes in legislation, revenue sources that sunset or expire, or other political impacts to revenues that are outside of the control of the City Council.
 - a) Projected General Fund revenue totals in aggregate are anticipated to decrease by 5% (or more) over the prior-year or decrease by 10% (or more) cumulative over three-years; excluding one-time revenue sources.
 - b) Projected General Fund revenues from a single revenue source are anticipated to decrease by 10% (or more) over the prior-year or decrease by 15% over three-years; excluding one-time revenue sources.
- 2) Expenditure Risks: The City may require a source of supplemental funding for uncontrollable costs or contractually obligated costs. Such costs may include maintaining service levels.
 - a) Projected General Fund expenditure totals (in aggregate) increase by 10% (or more) over the prior-year or increase by 15% over three-years; excluding one-time expenditure requests.
 - i) Examples may include: major individual financial obligations and total financial obligations including bonds or other debt payments, employee contracts, and/or long-term contracts that create a deficit budget of more than one year.

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COUNCIL POLICY AND PROCEDURES

General Fund Fund Committed Reserve PolicyPage 3 of 4

- b) Projected **General Fund** expenditures from a single source are anticipated to increase by 10% (or more) over the prior-year or increase by 15% over three-years.
 - i) Examples include, but are not limited to: unanticipated increases in CalPERS retirement rates resulting from CalPERS investment performance, or changes in actuarial assumptions CalPERS might impose.
 - ii) In addition, there may be other cost increases that are beyond the City's control (e.g., various fuel and utility charges).
- 3) **Structural Deficit Risk:** Economic factors may create a structural deficit when revenue growth does not keep pace with expenditure growth. The City may elect to use the Economic/Budget **Stability Stabilization** Reserve for up to 24 months while a plan is developed to correct the deficit.
 - a) Projected **General Fund** expenditure totals (in aggregate) exceed incoming revenues by 5% (or more) over the prior-year or exceed by 10% over three-years; excluding one-time expenditure requests.
 - b) Need funding for an unanticipated major repair, purchase, or other maintenance charge creating a deficit of 5% of incoming revenues. The nature of these reserves is intended to stabilize the **General Fund** budget in the short-term to address non-routine or unanticipated changes in economic position. A regular 5-year forecast should be used to identify foreseeable changes in revenues and or expenditures. However, not all changes in economic and fiscal position are known. In those cases, the City Manager will first evaluate the City's financial condition and make a recommendation to City Council as the possible need to access funds from the Economic/Budget Stability Reserve. This action is done as part of the annual budget adoption; however, these actions can be completed at any time the City Manager deems necessary

ENTERPRISE CAPITAL REPLENISHMENT RESERVE

The Capital Replenishment Reserve is to be established with a target goal of at least one year of capital depreciation expense in the City's Enterprise Funds. The Capital Replenishment Reserve is intended to offset potential failure of capital assets that were unplanned in order to continue providing services to the public. Capital Replenishment funds should hold at least one year of depreciations and should be supported by a multi-year forecast thereby helping to stabilize revenue and expenditures levels through on-going maintenance and capital replacement cycles. The City should develop measures that collectively are necessary to assess City's fiscal sustainability.

USE AND REPLENISHMENT OF RESERVES

The City Manager must present a report to the City Council to justify the use of the **Contingency Catastrophic/Emergency** Reserve and Economic/Budget **Stability Stabilization** Reserve and the

CITY OF TRACY
COUNCIL POLICY AND PROCEDURES

circumstances of the Catastrophic and/or Fiscal Emergency. All uses of the Contingency Catastrophic Reserve and Economic/Budget Stability Stabilization Reserve must be approved by resolution of the City Council with a super majority (four-fifths) vote. Any such uses are to be repaid to the respective reserves over a period to be determined by the City Council at the time of usage approval, with a target repayment period of no more than three-five years.

YEAR-END EXCESS REVENUE

Year-end excess and/or one-time revenue under the proposed reserves structure would remain in the City's fund balance. As part of the annual budget adoption process, or at any time the City Manager deems necessary, the City Manager would recommend whether the excess funds could be allocated to other reserves, or used as one-time funding with consideration given to economic development and/or capital projects.

Resolution 2018-118-2021-XX, Dated 06/19/201805/18/2021

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRACY
ADOPTING THE OPERATING, DEBT AND CAPITAL BUDGET
FOR FISCAL YEAR 2021-2022

WHEREAS, Tracy Municipal Code section 2.12.050 requires the City Manager of the City of Tracy to submit a proposed budget to the City Council, and

WHEREAS, The City Manager presented a proposed budget for fiscal year 2021-22 to the City Council on March 16, 2021, March 23, 2021 and April 20, 2021 during budget and Capital Improvement Plan Workshops, for all Municipal Funds, and

WHEREAS, On May 18, 2021 the City Manager proposed the adoption of the Financial Plan along with specific adjustments directed by the City Council and listed in the attached Financial Plan Summaries attached to this resolution and hereby included herein, and

WHEREAS, The City Council has reviewed the employee positions listed in the budget document and has considered authorizing the City Manager to fill those positions not specifically exempted, provided said positions have sufficient appropriations, and

WHEREAS, The City Council has reviewed the level of budgeting control needed by the City Manager to ensure efficiency in managing the operations of the City, including the authorization of budget transfers within a single fund and within given appropriations of said fund, and

WHEREAS, The City's General Fund revenues have been negatively impacted by the economic impacts related to the COVID-19 public health emergency which has created a net loss to the General Fund budget of approximately \$2.3 million, and

WHEREAS, The City's General Fund budget included cost savings measures carried over from prior year to mitigate the budget deficit; which includes;

- Continued a Citywide hiring freeze of select vacant positions (\$3.5 million)
- Suspend Citywide vehicle and equipment contributions (\$2.1million)
- Exhaust Remaining Balance of General Fund 13% Economic/ Budget Stabilization Reserve (\$1 million)
- Anticipate additional revenue recovery/expenditure savings (\$1 million)
- Restored MCYSN Grant Allocation Process, \$200,000
- Includes new funding for facility management and homelessness support services for the Arbor Road Temporary Emergency Housing Facility, \$600,000

WHEREAS, The City Council further desires that the General Fund 13% Economic/Budget Stabilization Reserve (\$10.6 million) be replenished within 5 years or less (FY2026), and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tracy hereby adopts the City of Tracy FY 2021-22 Operating and Capital budget estimated to be \$290.2 million, with a General Fund Budget of \$78 million (net of transfers), including \$77.4 million in capital projects;

BE IT FURTHER RESOLVED that the City Council, through a majority vote of the City Council, has provided partial funding through the one-time use of the General Fund's 13% Economic/Budget Stabilization Reserve to reduce the unfunded portion of the FY 2020-21 General Fund appropriations; these funds should be replenished within five (5) years or less (FY 2026).

The foregoing Resolution _____ is hereby passed and adopted by the Tracy City Council this 18th day of May, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.C

REQUEST

**INTRODUCE AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 5.08
“ANIMALS” OF TITLE 5 “SANITATION AND HEALTH” OF THE TRACY MUNICIPAL
CODE TO ADHERE TO CURRENT STANDARDS OF ANIMAL CARE AND
PRACTICES AND ESTABLISH NEW OPERATIONAL ADMINISTRATIVE PRACTICES
AND PERMITTING REQUIREMENTS**

EXECUTIVE SUMMARY

This agenda item is in response to the public's interest in the welfare and treatment of animals within the City of Tracy, and Animal Services' ability to effectively serve the needs of animals and their owners throughout the community. In 2019, the City of Tracy's Animal Services Unit (“Animal Services”) of the Tracy Police Department consulted with a nationally-accredited shelter consultant to address the public's concerns surrounding the welfare of animals within the community and those that encounter Animal Services. The consultant provided direction to update and add language to Chapter 5.08 “Animals” of the Tracy Municipal Code (“TMC”). These suggestions, along with additional guidance provided by the UC Davis Koret Shelter Program, Best Friends Animal Society, and Maddie's Fund, have shaped Animal Services' current standards, practices, and enforcement.

The proposed ordinance will help the City of Tracy transition to the current standard of care and practices that are conscious of animal welfare and rights, and will allow Animal Services to use the updated TMC as a tool for enforcement to ensure the humane treatment of animals.

DISCUSSION

In 2019, through many City Council discussions, City Council, Animal Services, and the public identified specific areas where Animal Services could potentially improve its practices and operations. In order to make these improvements, Animal Services collaborated with Sarah Pizano, a nationally-accredited shelter consultant.

Animal Services and Ms. Pizano worked together to conduct a full review of Chapter 5.08 “Animals” of the TMC. Ms. Pizano provided input on how Animal Services could improve its current standards, practices, and enforcement. She also recommended various changes to the TMC, including changes to reflect the current terminology that is used and considered humane. The proposed ordinance will change and omit terminology throughout the TMC, such as eliminating “tethering”, and changing “small animal shelter” to “Animal Shelter”, the word “kill” to “humanely euthanize”, and “Animal Control Officers” to “Animal Services Officers.”

Updates to Current Standards and Practices

In addition to changing language throughout the TMC, the proposed ordinance will update various sections of the TMC to reflect Animal Services' current standards and practices. Currently, TMC section 5.08.130(l) sets hold periods for stray dogs and cats at five days. Based on Animal Services' data for the last three years, 41.43% of the

dogs brought to the Tracy Animal Shelter were returned to their owners, and on average the owners redeemed their stray dogs within 2.44 days. In addition, pursuant to California Food and Agricultural Code section 31108 and the current hours of operation at the Animal Shelter, the hold period can be reduced to three days. The proposed ordinance will change the hold period to three days. By establishing a shorter hold period, Animal Services will be better able to unite animals with their owners or potential adopters. In addition, the five-day hold period puts healthy and adoptable animals at unnecessary risk by subjecting them to kennel stress and potentially euthanasia due to space issues. The proposed ordinance will allow Animal Services to unite animals with their owners or potential adopters sooner, and will alleviate stress on animals and space issues at the shelter.

Next, TMC section 5.08.170 refers to the burial of deceased animals, and requires that deceased animals of any size be buried one foot underground. There have been various instances where an animal owner has unsuccessfully buried a large-breed dog. Animal Services then has to pick up the dog days later. An animal that is 25 pounds or under is a more appropriate size if one wishes to bury a deceased animal on their own property.

The proposed ordinance will also modify the number of poultry and rabbits residents are allowed to have on their property to better reflect the lot size and density within City limits. TMC section 5.08.260 refers to limitations on poultry and rabbits. The proposed ordinance will decrease distance requirements when residents want to keep chickens or rabbits on their property. Currently, in order for a resident to have less than 30 chickens in a coup, the coup must be kept 50 feet away from any dwelling or public building (e.g. school, church, or hospital). This requirement can be difficult for residents to meet because of lot sizes and existing structures. The proposed ordinance will reduce the distance requirement to 25 feet. In addition, the proposed ordinance will reduce the distance requirement for 30 or more chickens or rabbits from 100 feet to 50 feet. Due to COVID-19, the number of residents with chickens on their property has increased. The proposed ordinance will allow more residents to keep chickens on their property.

TMC section 5.08.420(a) limits the number of dogs and cats allowed per household. In the past, the recommended practice was to limit owners to two dogs and two cats per household, and to allow multiple pet permits for up to four dogs and four cats per household. However, current data shows that the number of animals an individual owns does not necessarily impact an owner's ability to provide proper care and medical treatment to their animals. Due to this data, the proposed ordinance will increase the limits to three dogs and three cats per household, and will allow multiple pet permits for up to five dogs and five cats per household.

Updates to License, Fee, and Permit Requirements

Next, the proposed ordinance will make changes to license and fee requirements to reflect Animal Services' current practices and operations. First, per California Business and Professions Code section 4857, subsection (a), veterinarians are to provide Animal Services with information that ensures compliance with any federal, state, or local law or regulation. Rabies vaccination information falls under this requirement. In order to

ensure that dogs within City limits are current on rabies vaccinations and licensing, the proposed ordinance will require that upon request from Animal Services, a veterinary office must provide the necessary information for Animal Services to confirm that an animal has received its rabies vaccination and is licensed.

San Joaquin County is not a rabies free county. Within the last year, there was a positive canine rabies case within the county. Monitoring rabies vaccinations and license compliance is a top priority for Animal Services. Licensing is the main form of identification for animals, is the link between an owner's information and the Animal Shelter's software system, and ensures that dogs are rabies vaccinated. The proposed ordinance will help Animal Services achieve these two goals more readily.

Next, TMC section 5.08.130(d) is an outdated section that requires that licensing fees go towards a Livestock Indemnity Fund. Animal Services does not use the fund referred to in this section, and it is unknown if it even exists. The proposed ordinance will allocate these funds to a rabies-oriented program so that Animal Services can provide discounted rabies vaccines or bite prevention education. Any remaining funds will be utilized for funding the Animal Shelter. Furthermore, TMC section 5.08.330 outlines outdated fee requirements for pygmy goats and pot belly pigs. The proposed ordinance will eliminate the reference to those fees and state that fees will be established by Council resolution..

In addition, the proposed ordinance will modify certain permit requirements throughout the TMC. TMC sections 5.08.360 and 5.08.370 currently do not require owners to purchase a dangerous dog/vicious dog permit. Once a dog is determined to be dangerous or vicious, Animal Services has to spend a significant amount of time and resources conducting compliance checks, responding to complaints, and tracking whether owners are complying with the dangerous dog/vicious dog requirements under the TMC, such as properly securing the dog, obtaining current vaccinations and licenses, and spaying or neutering the dog. As of February 2021, there were 40 actively-deemed dangerous dogs within the City. From the initial call for service to the present, Animal Services Officers had to respond to those 40 locations 195 different times in total. This does not include telephone calls, report-writing time, or any administrative hearings that are requested. Dangerous dog/vicious dog permits will allow Animal Services to monitor these dogs more closely and effectively, and will help Animal Services recoup the significant costs and resources spent monitoring these dogs and their owners.

In addition to a dangerous/vicious dog permit, the proposed ordinance will allow Animal Services to request that an owner purchase a dangerous dog sign to place on the outside of their residence as an extra measure of safety. This warning will help communicate to others to exercise caution while in the area.

Lastly, TMC section 5.08.420 currently requires that anyone who desires to have more than two dogs and/or three cats apply for a multiple pet permit and pay a nonrefundable application fee. The proposed ordinance will implement a permit fee in addition to the application fee, and multiple pet permits will need to be renewed every five years.

Animal Services conducts an in-depth investigation process when an individual applies for a multiple pet permit. Animal Services investigates the location of the animals, provides letters to the surrounding neighbors, and reviews the Animal Shelter's computer database and the Tracy Police Department's database system for any prior contacts or complaints at the location. Any letters that are returned from neighbors are evaluated and a recommendation is provided to the Animal Services Supervisor to issue any additional documentation. The investigation requires a minimum of two hours of staff time, and the process costs an average of \$134 an hour for an Animal Services Officer's time. The additional fee is necessary for the amount of time spent on this investigation and process. This fee will be established by Council resolution at a later date.

In addition, the current TMC does not specify when a multiple pet permit expires. Animal Services has found that owners move, animals pass away, animals are rehomed, or a new animal is brought to the residence without Animal Services being notified. The proposed ordinance will establish a five-year period will allow Animal Services to monitor owners with multiple pet permits and their changed circumstances.

Allocation of Funds

The proposed ordinance changes the allocation of funds, which will assist Animal Services in its ability to provide more lifesaving opportunities. Council can review and change these additional fees in order to ensure that the public and the City's needs are mutually met

Alteration of Multiple Impounds and Hearing Process

Finally, the proposed ordinance will add several new sections to the TMC. First, the proposed ordinance will require mandatory alteration (spay or neuter) for multiple impounds. Unaltered animals have an urge to escape and roam away from their owners. Animal Services has experienced specific dogs that have been habitually stray and picked up by Animal Services on multiple occasions. Animal Services will offer to have the animal altered at a discounted rate, but owners will rarely do so. When an animal is altered, their desire to reproduce is completely eradicated, thus when animals are roaming and in heat, the urge to escape is eliminated. Stray, unaltered dogs also have the same ability to impregnate other dogs or become pregnant, thus continuing the cycle of animals in the shelter environment and overpopulation. The proposed ordinance will help eradicate this cycle, and will allow for a hearing process in the event an owner wishes to challenge this requirement.

Community Cats

Next, the proposed ordinance will implement community cat caretaker requirements, including registration with Animal Services, which will allow Animal Services to monitor whether residents are feeding feral cats in a responsible manner.

Breeder Certificates

Currently, the TMC does not contain any requirements or set any parameters for breeding dogs within the City. Many California jurisdictions require private dog breeders

to register with their local animal shelter. This type of process allows cities and shelters to ensure that breeders are breeding dogs responsibly and humanely. The proposed ordinance will implement a breeder certificate application process and will set certain requirements for breeders. This will allow Animal Services to ensure that breeders are meeting the needs to the dogs they are breeding and selling or adopting.

Microchipping

As of January 1st, 2021, Food and Agricultural Code section 31108.3 requires that all dogs and cats be microchipped. The proposed ordinance will require that all dogs and cats over the age of four months be microchipped, and provides an exemption for certain animals and if microchipping will result in an economic hardship. Not only is this section necessary to comply with state law, but it will also assist Animal Services to reunite animals with their owners more readily.

STRATEGIC PLAN

This agenda item relates to the Council's Strategic Plan in the area of Public Safety and Quality of Life.

FISCAL IMPACT

There is no fiscal impact related to this agenda item. The City is in the process of studying and updating the Master Fee Schedule, updates to fees will provide some revenue to mitigate the costs of providing Animal Control services to the public. Any fee not already included in the Master Fee schedule, would be brought back to council for discussion and adoption before implementation.

RECOMMENDATION

Staff recommends that Council introduce and waive the full reading of the proposed ordinance amending Chapter 5.08 "Animals" of Title 5 "Sanitation and Health" of the Tracy Municipal Code to adhere to current standards of animal care and practices and establish new operational administrative practices and permitting requirements.

Prepared by: Brittany Pasquale, Animal Services Supervisor

Reviewed by: Beth Lyons-McCarthy, Police Support Operations Manager
Sekou Millington, Chief of Police
Karin Schnaider, Director of Finance

Approved by: Jenny Haruyama, City Manager

Attachments:

Attachment A – Redline copy of proposed amendments to Chapter 5.08 "Animals" of the Tracy Municipal Code

Attachment B – Ordinance amending Chapter 5.08 "Animals" of the Tracy Municipal Code

Attachment C – Team Shelter USA, Dr. Sara Pizano – 2019 Consultant Report

ATTACHMENT A

Exhibit A

Chapter 5.08 - ANIMALS

Sections:

Article 1. - Dogs

5.08.010 - Unlawful to permit rabid animals to run at large.

It shall be unlawful for any person owning, having an interest in, harboring, or having the care, charge, control, custody, or possession of a dog or other animal, knowing that such dog or animal has rabies, to allow or permit such dog or animal to go free and run at large within the City.

(Prior code § 5-2.101)

5.08.020 - Health Officer to be notified immediately upon suspicion of rabies.

Whenever the owner or person having the custody or possession of any animal shall observe or learn that such animal has shown symptoms of rabies, or has acted in a manner which should lead a reasonable person to suspect that such animal might have rabies, such owner or person having the custody or possession of such animal shall immediately notify the Health Officer or his representatives and shall allow the Health Officer to make an inspection or examination of such animal and to quarantine such animal until it shall be established to the satisfaction of such official that such animal has or does not have rabies.

(Prior code § 5-2.102)

5.08.030 - Quarantine.

Whenever it shall appear to the Health Officer or Animal ServicesCentral Officer that there is reason to believe that any dog or other animal has rabies, or has been exposed to rabies, the Health Officer or Animal ServicesCentral Officer shall make an inspection and examination of such animal and shall quarantine such animal until it shall be established to the satisfaction of such official that such animal has or does not have rabies.

(Prior code § 5-2.103)

5.08.040 - Quarantine required.

Whenever it is shown that any dog or cat has bitten any person, the owner or person having the custody or possession thereof, upon an order of the Health Officer or Animal Services Officer, shall quarantine such animaldog and keep it secured by tether or confined for a period of ten (10) days and shall allow the Health Officer, or Animal Services Officer to make inspections or examinations of such animaldog at any time during such period. The Animal Services Officer has the discretion to determine the location of where such quarantine will take place.

(Ord. 1120 § 1, 2008: Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.104)

5.08.050 - Disposition of rabid dogs.

If it shall appear to the Health Officer or Animal Services Officer, upon examination, that a dog or other animal has rabies, the officer shall humanely euthanize~~kill~~ such dog or other animal forthwith.

(Ord. 1120 § 2, 2008: prior code § 5-2.105)

5.08.060 - Quarantine of animals biting another animal.

Whenever any animal shall be bitten by another animal with rabies or that potentially has rabies~~having rabies~~, the owner or person having the custody or possession of the animal so bitten, upon being informed thereof, shall either humanely euthanize~~kill~~ such animal or quarantine it and keep it confined or tied up for a period of six (6) months, and the Health Officer or Animal Services Officer shall have the power, in his or her discretion, to humanely euthanize~~kill~~ or quarantine the animal so bitten in the event the owner or person having the custody or possession thereof shall fail to do so immediately or in the event the owner or person having the custody or possession thereof is not readily accessible.

(Prior code § 5-2.106)

5.08.070 - Transporting dogs to or from cities or counties in which there is or has been rabies.

No person shall take a dog or permit or encourage a dog to go from a City or town in which rabies exists, or has existed, within six (6) months previously, or from any place in the County within five (5) miles of which rabies exists or has existed within six (6) months previously, to any county in which rabies does not exist or has not been known to be present within six (6) months.

(Prior code § 5-2.107)

5.08.080 - Transporting dogs from rabies areas.

No person shall bring a dog into the City from a county in which rabies is present or has been known to be present within six (6) months.

(Prior code § 5-2.108)

5.08.090 - Entering upon premises.

- (a) The Animal Services~~Central~~ Officer is authorized to enter upon any land or premises where any animal is kept for the purposes of taking up, seizing, or impounding any animal running at large, staked, herded, or grazing thereon contrary to the provisions of this chapter or for the purpose of ascertaining whether any law of the County or State relating to the care, treatment, or impounding of any animal or whether any provision of this chapter is being violated.
- (b) The Animal Services~~Central~~ Officer is authorized to enter upon any land or premises for the purpose of apprehending and impounding a vicious dog or other animal that constitutes a threat or hazard to the safety of any person.

(Prior code § 5-2.109)

5.08.100 - Vicious or dangerous animals.

(Repealed by Ord. 1074 § 1, 2005. For present provisions concerning potentially vicious or dangerous animals, see Article 4 of this chapter.)

Article 2. - ~~Small~~ Animal Shelter and Animal Services Dog Control

5.08.110 - ~~A~~Small animal shelter authorized.

A public ~~small~~-animal shelter is hereby authorized in the City. The ~~small~~-animal shelter shall be located at some convenient place to be fixed by the Council. Such ~~small~~-animal shelter shall be and remain under the charge and control of the Tracy Police Department.

The Tracy Police Department shall cause all animals impounded to be provided with sufficient food and water suitable therefor and shall keep such animal shelter in a clean and sanitary condition at all times.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.201)

5.08.120 - Office of Animal Services established.

The Office of Animal Services Officer is hereby established. The Animal Services Officer shall be appointed by the Chief of Police and shall receive such compensation as the Council, from time to time, may provide. For the purposes of enforcement of this chapter and other laws, the title "Animal Services Officer" shall be synonymous with "Animal Control Officer" and shall include the Animal Services Central Supervisor, Police Officers when enforcing this chapter, the Animal Services Officer, and assistants and deputies that have satisfactorily completed a certified course in "Powers and Arrest."

- (a) The Animal Services Officer, and all assistants and deputies, shall satisfactorily complete a certified course in "Powers of Arrest." Such persons may thereafter exercise the powers of arrest as specified in section 836.5 of the California Penal Code on any person who has committed a misdemeanor or infraction in their presence which is a violation of the provisions of this chapter.
- (b) The Animal Services Officer, and all assistants and deputies, may carry weapons when acting in the course of their employment, providing they have satisfactorily completed a course of training in the carrying and use of firearms. ~~Such weapons shall be limited to carbon dioxide operated rifles and air-guns.~~

(Ord. 1040 § 5 Exh. E (part): prior code § 5-2.202)

5.08.130 - License tags for dogs.

- (a) Licenses required. It is hereby declared unlawful for any dog, not duly vaccinated, licensed, and registered in accordance with the provisions of this section, to be in the City or to be owned, kept, or possessed in the City by any person. Licenses shall not be transferable on a change of ownership, nor from one dog to another. Licenses will be issued for a term of one (1) year for dogs under one (1) year of age, and for a term of three (3) years for dogs over one (1) year of age. Licenses will be issued at the time they are purchased, and shall expire at the end of their term.
- (b) Vaccinations required. Any person desiring to keep a dog in the City, within ten (10) days after the dog attains the age of four (4) months and prior to licensing the dog, shall have the dog vaccinated by a licensed veterinarian with a canine anti-rabies vaccine.
- (c) Veterinarian collaboration required. All veterinarians within the City shall provide rabies records to the Animal Services Supervisor upon his or her request. The records provided must specify the animal owner's first and last name, address, and phone number, the name and physical description of the animal, and the date the rabies vaccine was administered.
- (d) License fees. Any person desiring to keep a dog over the age of four (4) months in the City, shall pay the City a license fee within thirty (30) days after acquiring such a dog or within thirty (30) days of an owned dog attaining the age of four (4) months. The license fee shall be established by resolution of City Council~~resolution of the Council~~. Such fee shall be reduced by one-half (½) or more if a certificate is presented from a licensed veterinarian that the dog is spayed or neutered. Licenses of

dogs over the age of four (4) months shall be renewed before or upon expiration of the current license. The license fee shall be delinquent if not paid on or before the due date. A penalty determined by resolution of City~~the~~ Council shall be added to the fee when the license is delinquent. All license terms issued shall not exceed the expiration date of the anti-rabies vaccination.

Two and 50/100ths (\$2.50) dollars for each unaltered male or female dog and one and 50/100ths (\$1.50) dollars for each altered male or female dog of the fees collected pursuant to the provisions of this subsection shall be deposited into an account for Rabies Treatment and Eradication, thus allowing Tracy Animal Services to provide discounted rabies vaccines. At the end of each fiscal year, any remaining amount of such fees may be transferred, by the order of Council, to the General Fund provided that sufficient funds remain to adequately carry out the administration of the Animal Shelter's operations.

Two and 50/100ths (\$2.50) Dollars for each unneutered female dog and One and 50/100ths (\$1.50) Dollars for each male or neutered dog of the fees collected pursuant to the provisions of this subsection shall be deposited to the credit of the Rabies Treatment and Eradication Fund until an order has been issued by the Department of Public Health of the State declaring that the County is free from rabies or further danger of its spread. Thereafter such fees shall be paid into the City Treasury and placed in the General Fund. The remaining amount of such fees shall be paid into the City Treasury and constitute a fund to be known as the Livestock Indemnity Fund.

- (1) At the end of each fiscal year, any surplus in the Livestock Indemnity Fund may be transferred by order of the Council to the General Fund provided sufficient funds remain to adequately carry out the administration of the fund, including the indemnifying of owners of livestock killed by dogs.
- (2) Licenses shall not be transferable on a change of ownership, nor from one dog to another.
- (3) Licenses may be issued for a term of three (3) months to one year for dogs under one year of age and for three (3) months to three (3) years for dogs over one year of age. Licenses shall be issued from time to time and expire at the end of their term. Such license terms shall be quarterly or multiples thereof up to the maximum term.

(e) (d) Certificates of vaccination. A dog license shall not be issued unless the applicant shows the Animal Services License Clerk a valid certificate of canine anti-rabies vaccination, which certificate adequately describes the physical features of the dog, the date of vaccination, the type of vaccine used, and bears the signature of a licensed veterinarian.

- (f) Type and frequency of vaccinations. The type of vaccine acceptable and the frequency of vaccination shall be determined by the Department of Public Health of the State.
- (g) House-to-house checks. A house-to-house check may be conducted to locate dogs which are not vaccinated or licensed according to the provisions of this section to cause licenses to be taken and vaccinations to be given for such dogs.

(h) License tags. A suitable tag shall be furnished by the City, at the expense of the City, to each owner who shall pay such license fee, which tag the owner shall attach and keep attached to a collar around the neck of such dog at all times. Such tag shall have legibly stamped thereon the registered number of the dog.

- (i) Registration records. The City shall keep a record in which it shall register the number of such tags supplied to each of the owners of such dogs, a description of the dog, the period for which such tag was purchased, the amount received therefor, and the residence address of the owner thereof.
- (j) Dogs not allowed at large. Such license shall entitle the owner of the dog for which such license is issued to keep such dog in the City during the term for which the license was issued; provided, however, such owner at all times shall keep such dog securely enclosed in a room, pen, or enclosure

or shall keep such dog secured ~~or tethered~~ on a leash, and it shall be unlawful for any person at any time to have, own, or possess any dog within the City, whether the dog shall be licensed or not, unless such dog shall be kept so enclosed ~~or tethered~~ or on a leash.

- (k) Impoundment of dogs at large. It is hereby made the duty of the Tracy Police Department to take and impound any dog so licensed and registered which may be found in the City, and also to take and impound any dog, whether licensed and registered or not, which may be found in the City if such dog is not enclosed ~~or tethered~~ or is not on a leash as provided in this section or if the owner cannot be located to return the dog.
- (l) Notices of impoundment. If any dog so taken or impounded shall be licensed or registered, and if such tag and number shall be upon the collar of such dog, the Tracy Police Department shall give a notice to the owner thereof within forty-eight (48) hours after such dog shall have been taken. Such notice shall state that the dog has been taken and impounded and that such dog will be disposed of or humanely euthanized ~~killed~~ as provided in this section. Such notice shall be served upon the owner by delivering the notice to such owner personally, or by leaving the notice with any person at the place of residence of the owner, as stated in the records of the City, or by posting the notice in a conspicuous place at the address of such owner, or by United States mail.
- (m) Redemption of impounded dogs and cats. At any time within three~~five~~ (35) days after such notice shall have been so given, the owner or possessor of such licensed dog may redeem the dog by paying to the City a redemption fee and a boarding fee established by resolution of the Council. The owner or possessor of an unlicensed dog may redeem the dog by purchasing a license and paying to the City the same charges and fees set forth in this subsection. The owner or possessor of a cat may redeem the cat by paying to the City the same charges and fees set forth in this subsection. All dogs and cats not redeemed, as provided in this section, may be assigned to a third party provided the third party agrees to indemnify the City for incurred costs of care, and for the proper license fees, and for assignment fees, and further agrees to carry out the other provisions of this section, or the dog or cat may be humanely euthanized ~~killed~~ by the Animal Service Officer after five (5) business days of the impoundment of cat and unlicensed dogs and five (5) business days after proper notification of impoundment to the owners of licensed dogs.
- (n) Mandatory alteration for multiple impounds. Any unaltered dog or cat impounded three (3) or more times from the same owner within the lifetime of the animal shall be spayed or neutered at the owner's expense prior to redemption. Animal Services shall provide the owner with notice of such determination. At the option of the owner, a private veterinarian may perform the spaying or neutering. In the event the owner chooses to have a private veterinarian perform the spaying or neutering, the owner must provide animal services with documentation showing that the animal was altered within thirty (30 days) of such alteration.
 - (1) Hearing. In the event an owner wishes to challenge the mandatory alteration for multiple impounds, the owner shall notify Animal Services in writing within ten (10) days after receiving notice from Animal Services that the animal must be altered. A hearing shall be set within thirty (30) days of receiving written notice from the owner, and written confirmation of the date, time, and place of the hearing shall be provided to the owner at least (5) days before the hearing by personal delivery or mail. The Hearing Officer, as defined in Section 1.12.030 of this Code, shall consider all relevant evidence presented at the hearing. The formal rules of evidence shall not apply.
 - (2) Hearing Officer's decision. Following the hearing and within fifteen (15) days of the hearing, the Hearing Officer shall notify the owner in writing of his or her decision.
- (o) Impoundment of cats at large. It is hereby the duty of the Tracy Police Department to take and impound any cat which is found running at large and causing a public nuisance.
- (p) Prohibition against adopting assigning unaltered dogs or cats. Deposits for costs of spaying or neutering.
 - (1) The small animal shelter shall not adopt assign any dog or cat which has not been spayed or neutered, unless the dog or cat cannot be medically-cleared for surgery by a veterinarian. The fee for alteration shall be determined by resolution of Council, and shall be comparable to the fee

~~charged by veterinarians in the locale, unless a deposit for spaying or neutering has been tendered to the shelter. The deposit shall be in the amount determined by resolution of the Council to be comparable to the lowest fee charged by veterinarians in the locale. The deposit shall be held in trust and accounted for in a manner consistent with City policies. The deposit may be paid directly to a veterinarian for altering the assigned animal or returned to the person receiving the assigned animal upon the presentation of a certificate of alteration from a veterinarian to the Finance Department.~~

(2) ~~In the event a dog or cat is adopted unaltered because the dog or cat is not medically-cleared for surgery at the time of adoption, once medically-cleared the adopter shall provide Animal Services with written documentation that the dog or cat has been spayed or neutered within sixty (60) days of the surgery. Any dog or cat six (6) months of age or younger at the time of assignment shall be spayed or neutered within six (6) months, or the deposit shall be deemed unclaimed. Any dog or cat over six (6) months of age at the time of assignment shall be spayed or neutered within sixty (60) days, or the deposit shall be deemed unclaimed. Any deposit not claimed shall be used only for the following purposes:~~

- (i) ~~A public education program to prevent the overpopulation of cats and dogs;~~
- (ii) ~~A program to spay or neuter cats and dogs;~~
- (iii) ~~A follow-up program to assure that animals assigned by the shelter are spayed or neutered; or~~
- (iv) ~~Any additional costs incurred pursuant to this section. Failure to comply with this section shall result in an administrative citation specified in Chapter -1.28 of this Code.~~

(p) Prohibition against ~~adopting~~assigning dogs which have not been vaccinated for rabies: Deposits for costs of rabies vaccination.

(1) ~~The small-animal shelter shall not adoptassign any dog which has not been vaccinated for rabies, unless the adopter obtains a rabies vaccination voucher from Animal Services. The fee for the voucher shall be determined by resolution of Council, and shall be comparable to the fee charged by veterinarians in the locale. a deposit for rabies vaccination has been tendered to the shelter. The deposit shall be in the amount determined by resolution of the Council. The deposit shall be held in trust and accounted for in a manner consistent with City standards. The deposit may be paid directly to a veterinarian for vaccinating the assigned animal or returned to the person receiving the assigned animal upon the presentation of a certificate of vaccination from a veterinarian to the Finance Department. Any deposit not claimed may be transferred by resolution of the Council to the General Fund.~~

(2) Any dog four (4) months of age or younger at the time of ~~adoption~~assignment shall be vaccinated for rabies within ten (10) days after attaining the age of four (4) months and prior to licensing. ~~or the deposit shall be deemed unclaimed. Any dog over four (4) months of age at the time of adoption~~assignment shall be vaccinated for rabies and licensed within ten (10) days. ~~or the deposit shall be deemed unclaimed. Any deposit not claimed shall be used only for the following purposes:~~

- (i) ~~A public education program to prevent the overpopulation of cats and dogs;~~
- (ii) ~~A program to spay or neuter cats and dogs;~~
- (iii) ~~A follow-up program to assure that animals assigned by the shelter are spayed or neutered; or~~
- (iv) ~~Any additional costs incurred pursuant to this section.~~

(Ord. 1040 § 5 Exh. E (part), 2002; prior code § 5-2.203)

(Ord. No. 1159, § 12, 6-7-2011)

5.08.140 - Animal Service Officer shall wear a badge.

The Animal Services Officer shall wear, while engaged in the discharge of his or her duties, a badge designating his or her office, except that when any police officerman acts as Animal Services Officer, his or her badge as such police officerman shall be sufficient.

(Ord. 1040 § 5, Exh. E (part), 2002: prior code § 5-2.204)

5.08.150 - Interference with Animal Services Officer unlawful.

It is unlawful for any person to resist or interfere with the Animal Services Officer in the discharge of his or her official duties or to in any way, directly or indirectly, remove any animal from the small animal shelter without lawful authority.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.205)

5.08.160 - Record of all animals entering dogs in small-animal shelter required to be kept.

The Animal Services staffOfficers shall keep a record of every dog in the animal entering the small animal shelter, setting forth a description thereof, the date and manner of disposition of the animal dog, whether notice was given to the owner and the date such notice was given, and the name of the person to whom adopted or transferred sold.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.206)

5.08.170 - Burial of deceased animals.

It is the duty of all persons owning or possessing having a deceased animal dead animals upon their premises to dispose of such animal within twenty-four (24) hours upon the animal dying. If the animal weighs twenty-five (25) pounds or under, the animal may be buried at the owner's premises, and shall be buried at least one (1) foot underground. If the animal weighs more than twenty-five (25) pounds, the owner must bring the animal to the animal shelter or a licensed veterinarian for disposal. bury the dead animals at least one foot underground, either upon their own premises or in some place outside City, with the property owner's permission, within twenty-four (24) hours after they shall have died or convey the dead animals to the animal shelter or to a licensed veterinary facility for disposal.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.207)

5.08.180 - Failure or refusal of owner to bury deceased animal.

If any person fails or neglects to bury or otherwise dispose of any animal as provided for in this article, then in such case it shall be the duty of the Animal Services Officer to proceed forthwith to have the same disposed of, and it shall be lawful for the City to charge to and recover from the owner or possessor of such deceased dead animals the cost of disposal thereof; and such person who shall neglect or refuse to bury or dispose, or cause the burial or disposal of, any deceased dead animal as provided for in this article upon his premises or in any public place of which he or she is the owner or possessor, or pay the City the cost incurred in burying such deceased dead animal, shall be guilty of a misdemeanor. In case the Animal Services Officer, after diligent search, cannot find the owner or possessor of any deceased dead animal, in this article referred to, the Animal Services Officer shall cause the same to be disposed of and the cost thereof shall be paid by the City.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.208)

5.08.185. - Owner surrender of live animals.

If an owner wishes to surrender an animal to the Animal Services Officer or Police Department, the owner shall pay the cost of surrendering the animal, in an amount established by resolution of the City Council.

(Ord. No. 1159, § 13, 6-7-2011)

5.08.190 - Council may contract.

The Council may contract with the Society for the Prevention of Cruelty to Animals or the County for the administration of this article and section 5.04.240 of article 3 of this chapter.

(Prior code § 5-2.209)

Article 3. - Other Than Household Pets

5.08.200 - Declaration of council.

The Council does hereby find and determine that the growth and development of the City for residential purposes has reached such a stage that the keeping of animals or poultry within the City, unless properly regulated as to location and sanitary conditions and as to certain animals unless definitely limited in number or entirely prohibited, is detrimental to public health, safety and general welfare and that the public interest requires that the Council prescribe the following rules and regulations with respect thereto set forth in this article.

(Prior code § 5-2.301)

5.08.210 - Definitions.

- (a) Wherever the word "animals" is used herein, it shall be construed to include horses, ponies, mules, jacks, jennies, cows, bulls, calves, heifers, sheep, goats, swine, rabbits and all other domestic or domesticated animals other than household pets.
- (b) "Poultry" shall be construed to include pigeons, chickens, ducks, geese, turkeys, and all other domestic or domesticated fowls other than household pets.
- (c) "Household pets" shall be construed to include cats, dogs, canaries, parrots and other kindred animals and birds usually and ordinarily kept as household pets.
- (d) "Dwelling" shall be construed to mean the main or principal dwelling located on the property of a person other than the keeper of the animals or poultry.

(Prior code § 5-2.302)

5.08.220 - Unsanitary conditions prohibited.

It is hereby declared to be a nuisance and it shall be unlawful for any person to keep or permit to be kept upon any premises, any animals or poultry or household pets in a foul, offensive, obnoxious, filthy unsanitary or inhumane condition.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.303)

5.08.230 - Animals at large.

It is hereby declared to be a nuisance and it is unlawful for any person to allow or permit animals, poultry or household pets, to run at large upon any public street or place, or to trespass upon the property of another. This section shall not apply to community cats, as described in Article 6 of this Chapter. This provision shall not be construed as permitting the running at large of any household pets who are restricted by the provisions of any other law of this City or by any law applicable thereto.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.304)

5.08.240 - Impounding.

The Chief of Police and all police officers and other persons employed to perform any of such duties are hereby authorized and empowered to take up and impound any animals or poultry running at large in violation of the provisions of this article, and to keep such animals or poultry confined at the animal shelterpublic pound or at such other place as the Chief of Police may provide, for not less than three (3) days unless such animals or poultry be redeemed by the payment in the amount established by resolution of the City Council. Notices containing a description of the animals or poultry impounded shall be posted on the bulletin board near the entrance of the City Hallpublicly for at least three (3) days. The Chief of Police may, in his discretion, publish notices of the impounding of such animals or poultry in an attempt to locate the owner, in which event the cost of so doing shall be added to the costs of the care of such animals or poultry.

At expiration of the three (3) days, if after five (5) days the animals or poultry are not redeemed, the Chief of Police shall be deemed to have acquired jurisdiction over the animals or poultry and is hereby authorized to humanely euthanize destroy, or to sell, or to otherwise dispose of them, and any proceeds derived therefrom shall accrue to the City, to be deposited in its general fund.

(Prior code § 5-2.305)

(Ord. No. 1159, § 14, 6-7-2011)

5.08.250 - Unnecessary noise.

It is hereby declared to be a nuisance and it shall be unlawful to keep, maintain, or permit on any lot or parcel of land, any animals, poultry or household pets, which by any sound or cry shall disturb the peace and comfort of any neighborhood or interfere with any person in the reasonable and comfortable enjoyment of life or property.

(Prior code § 5-2.306)

5.08.260 - Limitations—Rabbits and poultry.

It is hereby declared to be a nuisance and it shall be unlawful to keep or permit to be kept, upon any premises in the City, any rabbits or poultry:

- (a) Within twenty-five~~Within fifty~~ (250') feet of any dwelling, school, church, or hospital, or
- (b) If more than thirty (30) in all of any such rabbits or poultry are kept, within fifty~~(50')~~100 feet of any dwelling, school, church or hospital.
- (c) If more than 200 in all, of such rabbits or poultry, except by special permit of the Council first had and obtained, or to keep any rooster over four (4) months old within fifty (50') feet of any dwelling, school, church, or hospital. This provision limiting the maximum number of rabbits or poultry to 200 in all shall not be retroactive or effective as to rabbit or poultry ranches actually in operation as to the effective date hereof, where the average number of rabbits or poultry ordinarily kept at any such establishment exceeds the number.

(Prior code § 5-2.307)

5.08.270 - Horses, calves, goats, pygmy goats, etc.

It is hereby declared to be a nuisance and it shall be unlawful to keep or permit to be kept upon any premises in the City, any horse, mule, jack, jenny, cow, bull, calf, heifer, sheep, goat (except pygmy goats), swine, hog or pig (except pot belly pigs):

- (a) On any lot containing less than 20,000 square feet; or
- (b) In any corral or barn within seventy-five (75') feet of any dwelling.

(Prior code § 5-2.308)

5.08.280 - Hog manure.

It is hereby declared to be a nuisance and it shall be unlawful to use hog manure as a fertilizer within the City limits, unless such hog manure is turned into the soil within twenty-four (24) hours after it is spread.

(Prior code § 5-2.309)

5.08.290 - Abandonment.

Any cessation of operations of existing dairies, coupled with a change in the use of the premises for other purposes, shall be construed to be an abandonment of the premises for such original purpose.

(Prior code § 5-2.310)

5.08.300 - Maintenance of existing dairies.

The provisions of this article shall not be retroactive so as to apply to dairies actually in operation on November 21, 1950. No extensions or additions shall be permitted to be made to any such dairies except such alterations or repairs as may be required to be made therein to fulfill any requirements of the San Joaquin Department of Environmental Health and in such event such alterations or repairs may be made only upon the express permission of the Council, issued upon written approval of the San Joaquin Department of Environmental Health stating the necessity therefor; and provided further, that no enlargement of any existing dairy shall be permitted by adding to the number of animals kept upon any premises in the City in connection with such use.

(Ord. 1120 § 3, 2008: prior code § 5-2.311)

5.08.310 - Riding academies.

From and after November 21, 1950, no riding academies, clubs, or schools having horse, mule or pony corrals or barns in connection therewith, may be commenced, maintained or operated within the City, excepting upon special permit from the Council first had and obtained.

(Prior code § 5-2.312)

5.08.320 - Special permits—Public hearings.

In the event that any person believes that unreasonable restrictions or unnecessary and extraordinary hardship or damage will be imposed upon him or her from the carrying out of the strict letter of any of the provisions of this article, he or she may request a hearing thereon before the Council, and, after a public hearing thereon held upon notice to claimant, if the Council finds that unreasonable restrictions, unnecessary and extraordinary hardship or damage will be imposed upon him or her, then any of the provisions or regulations hereby may be modified in harmony with the general purposes and objectives hereof to the end that the public health, safety and welfare of the people may be secured and substantial justice done.

(Prior code § 5-2.313)

5.08.330 - Pygmy goats and pot belly pigs.

Pygmy goats and pot belly pigs shall be allowed to be kept within the corporate limits of the City. All such pygmy goats and pot belly pigs will require registration and licensing with the City's Animal ServicesCentral Officer.

(a) The license fee for pygmy goats and pot belly pigs shall be as followsdetermined by resolution of City Council.

3 months	\$ 3.00
6 months	6.00
9 months	9.00
1 year	12.00
1 year 3 months	15.00
1 year 6 months	18.00
1 year 9 months	21.00
2 years	24.00
2 years 3 months	27.00
2 years 6 months	30.00
2 years 9 months	33.00
3 years	36.00

(b) Such license shall entitle the owner of the pygmy goat/pot belly pig for which such license is issued to keep such pygmy goat/pot belly pig in the City during the term for which the license was

issued; provided, however, such owner at all times shall keep such pygmy goat/pot belly pig securely enclosed in a room, pen, or enclosure or shall keep such pygmy goat/pot belly pig securely ~~tethered~~ or on a leash.

- (c) It shall be unlawful for any person at any time to have, own, or possess any pygmy goat/pot belly pig within the City, whether the pygmy goat/pot belly pig shall be licensed or not, unless such pygmy goat/pot belly pig shall be kept so enclosed ~~tethered~~, or on a leash as provided in subsection (b) of this section.
- (d) It shall be unlawful for any person to keep a pot belly pig greater than nineteen (19") inches at the shoulders or weighing more than 150 pounds.
- (e) It shall be unlawful for more than two (2) pygmy goats/pot belly pigs to be kept at any dwelling, establishment or residence within the City.

(Prior code § 5-2.314)

Article 4. - Potentially Dangerous or Vicious Animals

5.08.340 - Purpose.

This article is intended to reduce the risk of serious attacks or bites by dogs and other animals. The provisions of this article set forth the procedures for finding an animal potentially dangerous or vicious and subjecting the animal to appropriate controls and enforcement actions. This article is intended to supplement rather than supplant any other remedies available under this Code or State law.

(Ord. 1074 § 3 (part), 2005)

5.08.350 - Definitions.

- (a) "*Animal Services Officer*" means a City of Tracy Animal Services Officer, assistant, or the City Manager's designee.
- (b) "*Hearing Officer*" means a person designated by the City Manager to conduct an administrative hearing. The designated Hearing Officer shall be an impartial person, such as:
 - (1) A City employee from a department or division other than the Police Department, Animal Services division, or Code Enforcement division; or
 - (2) Someone selected randomly from a panel of law students and/or local attorneys willing to volunteer as a Hearing Officer; or
 - (3) Someone hired from an organization which provides Hearing Officers, in which case the cost will be shared equally by the City and the person cited.
- (c) "*Owner*" of an animal shall include a keeper, custodian, handler, or a person having immediate control of the animal.
- (d) "*Potentially dangerous*" describes an animal meeting any of the following criteria:
 - (1) Any animal which, when unprovoked, on two (2) separate occasions within the prior thirty-six (36) months, engages in aggressive behavior including, but not limited to growling, barking, chasing, lunging, and behaving in a manner that requires a defensive action by a person to prevent bodily injury when the animal is off the property of the owner of the animal;
 - (2) Any animal which, when unprovoked, bites a person inflicting a less severe injury than that defined in subsection (e) of this section;
 - (3) Any animal which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner of the animal.

- (e) "Severe injury" means any physical injury to a human being that results in muscle tear or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.
- (f) "Vicious" describes an animal meeting any of the following criteria:
 - (1) Any animal which, when unprovoked, inflicts severe injury on or kills a human being;
 - (2) Any animal previously determined to be a potentially dangerous animal which, within thirty-six (36) months after its owner has been notified of this determination, engages in any of the behaviors described in subsection (d) of this section;
 - (3) Any dog seized under section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of section 597.5 of the California Penal Code;
 - (4) Any potentially dangerous animal for which the owner has violated any provision of the Animal Services Officer's order or, if applicable, any provision of the Hearing Officer's order under section 5.08.380 of this article.

(Ord. 1111 § 4 Exh. A (part), 2007: Ord. 1074 § 3 (part), 2005)

5.08.360 - Determination of potentially dangerous animals and possible actions.

- (a) Any animal that the Animal Services Officer believes to be potentially dangerous shall be impounded by or surrendered to the Animal Services Officer, or quarantined upon the owner's property in an approved enclosure, as directed by the Animal Services Officer.
- (b) The Animal Services Officer shall take the severity of the injury and the number of attacks and the circumstances into consideration in making his or her determination. If the Animal Services Officer determines an animal to be potentially dangerous, he or she may take any of the following actions or a combination thereof:
 - (1) Take no further action against the animal and its owner;
 - (2) Order that the animal be put on a leash not to exceed six (6') feet long whenever accessible to public and/or be securely tied or chained and cage muzzled as ordered by the Animal Services Officer;
 - (3) Order that the owner of such animal shall immediately keep such animal in a run which is totally enclosed or held securely on a chain, or kept under other adequate control as approved by the Animal ServicesControl Officer. Or, if any of these means of restraint is impossible or impracticable, order that such animal shall be impounded in the animal shelter facility at the owner's expense, until such time as the owner of such animal shall provide for the restraint of the animal either in a run which is totally enclosed or held securely on a chain or kept under other adequate control as approved by the Animal ServicesControl Officer;
 - (4) Order that the animal be spayed or neutered, at the owner's expense, within thirty (30) days of the potentially dangerous animal determination;
 - (5) Order that the owner or possessor of the animal and the animal attend at least one, eight-week training course, acceptable to the Animal ServicesControl Officer, on dog obedience;
 - (6) ~~Order any other appropriate reasonable action; and (6) Order that the owner or possessor of the animal display a sign advising of the presence of a dangerous or potentially dangerous animal at the entrance to every place wherein any such animal is confined. The sign shall be capable of being understood by a child. The cost of the sign shall be the responsibility of the owner of the animal, and must be approved by the Animal Services Officer;~~
 - (7) Order that the owner or possessor of the animal purchase a dangerous dog permit from Animal Services, the fee of which shall be established by resolution of City Council;

- (8) Order that the owner or possessor of the animal notify Animal Services and complete a declaration with Animal Services prior to any change in location of the animal or new ownership of the animal at least thirty (30) days prior to any such change. Animal Services shall have the discretion to require that the owner or possessor of the animal comply with certain conditions prior to any change in location of the animal or new ownership of the animal;
- (8) Order that the owner or possessor of the animal notify Animal Services prior to any change in location of the animal or new ownership of the animal at least thirty (30) days prior to any such change;
- (9) Order any other appropriate reasonable action; and
- (6) Order any other appropriate reasonable action; and

(107) — In addition to any of the above, the Animal Services Officer may order the owner to reimburse the City for the cost of maintaining the animal, if applicable.

- (c) The Animal Services Officer, or his or her designee, is authorized to make whatever inspections he or she deems necessary to ensure compliance with this chapter, the provisions of his or her order and, if such order is appealed, any order the Hearing Officer may issue under section 5.08.380 of this article.
- (d) The Animal Services Officer shall notify the owner of the animal in writing of his or her determination as well as the owner's right to appeal the officer's decision within five (5) business days, either in person or by first class mail with return receipt requested.
- (e) If an animal has been determined to be potentially dangerous under this section, the owner may appeal such determination and any order resulting therefrom to the City Manager, under section 1.12.010 of this Code.
- (f) It is unlawful to violate the terms of the Animal Services Officer's order or, if applicable, any order of the Hearing Officer issued under section 5.08.380.

(Ord. 1111 § 4 Exh. A (part), 2007: Ord. 1074 § 3 (part), 2005)

5.08.370 - Determination of vicious animals and possible actions.

- (a) Any animal that the Animal Services Officer believes to be vicious shall immediately be impounded by or surrendered to the Animal Services Officer, or immediately quarantined upon the owner's property in an approved enclosure, as directed by the Animal Services Officer.
- (b) The Animal Services Officer shall take the severity of the injury and the number of attacks and the circumstances into consideration in making his or her determination. If the Animal Services Officer determines an animal to be vicious, he or she may take any of the following actions or a combination thereof:
 - (1) Require that the animal be permanently removed from the City;
 - (2) Order that the animal be spayed or neutered, at the owner's expense, within thirty (30) days of the vicious animal determination;
 - (3) Order that the owner or possessor of the animal and the animal attend at least one, eight-week training course, acceptable to the Animal Services Officer, on dog obedience;
 - (4) Order that the owner or the custodian will lose all rights of ownership and control of the animal;
 - (5) Order the owner or possessor of the animal to surrender the animal to the Animal Services Officer for destruction;

- (6) Order that the owner may not own or possess any dog or other animal weighing in excess of five (5 lbs.) pounds for a thirty-six-month period;
- (7) Order that the owner or possessor of the animal purchase a vicious dog permit from Animal Services, the fee of which shall be established by resolution of City Council; and
- (87) Order the owner to reimburse the City for the cost of maintaining the animal, if applicable.

(c) Before allowing a person to keep a vicious animal, the Animal Services Officer shall find all of the following:

- (1) That allowing such will not result in any detriment or danger to the peace, health or safety of the people in the vicinity of the location the animal will be kept;
- (2) That possession and maintenance of the animal at the location has not resulted in and is not likely to result in the animal being subjected to neglect, suffering, cruelty or abuse;
- (3) The location where the animal is possessed or maintained is kept clean and sanitary, and the animal is provided with proper and adequate food, water, ventilation, shelter and care at all times;
- (4) Possession of the animal at the location shall not violate any law, code, or regulation; and
- (5) The animal will not be possessed or maintained at any other location than that specified in the order.

(d) The Animal Services Officer, or his or her designee, is authorized to make whatever inspections he or she deems necessary to ensure compliance with this chapter, the provisions of his or her order and, if such order is appealed, any order the Hearing Officer may issue under section 5.08.380 of this chapter.

(e) The Animal Services Officer shall notify the owner of the animal in writing of his or her determination, and the basis therefor, as well as the owner's right to appeal the officer's decision within five (5) business days, either in person or by first class mail with return receipt requested.

(f) If an animal has been determined to be vicious under this section, the owner may appeal such a determination and any order resulting therefrom to the City Manager under section 1.12.010 of this Code.

(g) It is unlawful to violate the terms of the Animal Services Officer's order or, if applicable, any order of the Hearing Officer issued under section 5.08.380.

(Ord. 1111 § 4 Exh. A (part), 2007: Ord. 1074 § 3 (part), 2005)

5.08.380 - Hearing.

- (a) The Hearing Officer shall hold a hearing within ten (10) days, not including weekends or holidays, after receipt of the request if the animal has been surrendered to or impounded by the Animal Services Officer. Where the animal has not been surrendered to or impounded by the Animal Services Officer, the Hearing Officer shall promptly set a time and place for the hearing and shall cause notice of the hearing to be personally delivered to the owner or deposited in the mail.
- (b) Prior to taking evidence on whether an animal is potentially dangerous or vicious at the hearing, any person designated to serve as a Hearing Officer is subject to disqualification for bias, prejudice, interest or for any other reason for which a judge may be disqualified in a court of law. If a Hearing Officer is so disqualified, a new Hearing Officer shall be designated and the new Hearing Officer shall promptly set a time and place for the hearing and shall cause notice of the hearing to be personally delivered to the owner or deposited in the mail.
- (c) The Hearing Officer may continue hearings, based on good cause, as established by one of the parties to the hearing or if the Hearing Officer independently determines that due process has not been adequately afforded.

- (d) The Hearing Officer shall consider all relevant evidence presented at the hearing. The formal rules of evidence shall not apply. The Hearing Officer shall also consider circumstances of mitigation including, but not limited to, the owner's and animal's history with animal services, the age of any attacked persons and any legal training of the animal in the use of deadly force.
- (e) If the hearing is based on a complaint, the Hearing Officer may find that failure of the complainant to appear and testify at the hearing makes that complaint less credible.
- (f) Before allowing a person to keep a vicious animal, the Hearing Officer shall find all of the following:
 - (1) That allowing such will not result in any detriment or danger to the peace, health or safety of the people in the vicinity of the location the animal will be kept;
 - (2) That possession and maintenance of the animal at the location has not resulted in and is not likely to result in the animal being subjected to neglect, suffering, cruelty or abuse;
 - (3) The location where the animal is possessed or maintained is kept clean and sanitary, and the animal is provided with proper and adequate food, water, ventilation, shelter and care at all times;
 - (4) Possession of the animal at the location shall not violate any law, code, or regulation; and
 - (5) The animal will not be possessed or maintained at any other location than that specified in the order.
- (g) The Hearing Officer may uphold, modify or dismiss the determination of the Animal Services Officer on the basis of evidence produced at the hearing. Subsequently, the Hearing Officer shall give written notice of his or her decision by first class or registered mail sent within fifteen (15) days of the hearing to the owner.
- (h) If the owner or keeper of the animal contests the Hearing Officer's decision, he or she may, within ten (10) days of the mailing of the Hearing Officer's notice of decision, appeal the decision of the Hearing Officer directly to the Superior Court in and for San Joaquin County at the courthouse with jurisdiction to hear such matters located closest to the City of Tracy. The owner or keeper of the animal shall serve personally or by first class return receipt mail, notice of the appeal to the City Clerk's within three (3) days of filing same with the court. Any such appeal shall be by trial de novo. Failure to timely file such an appeal or properly serve notice of same on the City will result in the Hearing Officer's decision being final.
 - (i) The determination of the court hearing the appeal shall be final and conclusive upon all parties.

(Ord. 1074 § 3 (part), 2005)

5.08.390 - Control of vicious animals.

- (a) If the Animal Services Officer, Hearing Officer, or court allows a person to own or have custody of an animal determined to be vicious, the animal shall be kept securely confined indoors or in a securely enclosed escape-proof locked kennel or pen other than when on a leash as described in subsection (b) of this section. Such kennel, pen or structure must have secure sides and a secure top attached thereto. The kennel or pen shall be constructed in a manner so that it cannot be broken down by any action of the confined animal. All structures used for confinement of vicious animals must be locked with a key or combination lock of sufficient strength to ensure confinement of the animal. Such structures must be erected upon a secure bottom or floor constructed of concrete or other material sufficient to prevent the animal from digging free. Vicious animals enclosed in a house, apartment, building or similar structure shall be allowed only where the windows and doors of such structure are secured to prevent the animal from exiting without the assistance of the owner or person with the right to control such animal.
- (b) A vicious animal may be permitted off the owner's premises only when it is secured with a cage muzzled and is leashed on a leash not to exceed three (3') feet in length and under the control of a person eighteen (18) years of age or older, who is physically capable of restraining the animal.

This leash must be capable of restraining four (4) times the weight of the animal. Moreover, the leash must be attached to a prong collar (commonly called a "pinch collar") of a type and fit acceptable and approved in advance by the Animal Services Officer. Vicious animals shall not be leashed or tethered at any time to inanimate objects such as trees, posts, or buildings. The muzzling device for vicious animals must be constructed so that it is impossible for the animal to remove it without human assistance.

- (c) A sign advising of the presence of a vicious dog or animal shall be posted at the entrance to every place wherein any such vicious dog or animal is confined. The sign shall be capable of being understood by a child. The cost of the sign shall be the responsibility of the owner of the animal, and must be approved by the Animal Services Officer. This sign must be approved by or provided by the Animal Services Officer.
- (d) Transportation of a vicious animal shall only be in locked animal carriers equivalent in construction quality to those used by commercial air carriers. Moreover, a vicious animal shall not be left unattended or loose in or about any motor vehicle.
- (e) Upon any violation of this chapter, or a violation of any nonappealable order under this chapter, that is observed by the Animal Services Officer, or sworn to in a written affidavit from a complaining party, the Animal Services Officer shall issue an order for the owner or possessor of the vicious animal to surrender the vicious animal to the Animal Services Officer for destruction. This order shall be subject to the appeal provisions set forth in this chapter.
- (f) The owner must notify Animal Services the City prior to any change in location of the animal or new ownership at least thirtyseven (307) days prior to such any change.

(Ord. 1074 § 3 (part), 2005)

5.08.400 - Exceptions.

- (a) No animal may be declared potentially dangerous or vicious based only on any injury or damage sustained by a person who, at the time the injury or damage was sustained, was committing a willful trespass or other tort upon the animal possessor's or owner's premises, or the injured party was tormenting, abusing, or assaulting the animal, or was committing or attempting to commit a crime. No animal may be declared potentially dangerous or vicious based only on the animal protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault. No animal may be declared potentially dangerous or vicious based only on an injury or damage sustained by a domestic animal which at the time of the injury or damage was sustained was tormenting, abusing or assaulting the animal.
- (b) No animal may be declared potentially dangerous or vicious based only on an injury or damage to a domestic animal sustained while the animal was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.
- (c) This article does not apply to Humane Society shelters, City Animal Services facilities, or to dogs while utilized by any Police Department or any Law Enforcement Officer in the performance of police work; guide dogs for the blind or deaf while performing their duties; dogs participating in field or obedience trials or conformation exhibitions; dogs assisting their owner in legal hunting activities or in the herding of livestock.

(Ord. 1074 § 3 (part), 2005)

Article 5. - Limitations on Number of Dogs and Cats

5.08.410 - Number limited; multiple pet permit required.

It shall be unlawful to own, keep or harbor more than ~~threetwo~~ (32) adult dogs and/or three (3) adult cats at the same residence without first obtaining a multiple pet permit. For purposes of this section a cat or dog is considered to be an adult at four (4) months of age.

(Ord. No. 1133, 1 § 1, 3-3-2009)

5.08.420 - Application for multiple pet permit; fee's, investigation.

- (a) Any person who desires to keep more than ~~threetwo~~ (32) dogs and/or three (3) cats at any single residence in the City ~~must~~ apply to ~~the~~ Animal Services ~~Department~~ for a multiple pet permit. A multiple pet permit shall be effective for five (5) years and must be renewed upon expiration.
- (b) The application must be made on a form provided by ~~the~~ Animal Services ~~Department~~ and there shall be paid a nonrefundable application fee, the amount of which shall be set by Council resolution, and revised from time to time, in an amount sufficient to recover the costs of administering the multiple pet permit program.
- (c) The application shall identify the owner by name, address and telephone number, the animals by name, breed, age, sex and for dogs, City of Tracy License Number.
- (d) Upon receipt of the application and application fee, Animal Services shall serve notice of application and comment cards to neighboring property owners within a 100-foot radius of the applicant's residence.
- (e) An Animal Services Officer shall inspect the applicant's property to determine if the size and condition of the property is adequate for keeping additional animals, and whether the manner of keeping the additional animals may violate any of the provisions of this chapter or of State or Federal law.
- (f) An Animal Services Officer shall investigate whether there have been previous complaints regarding animals involving at the applicant in accordance with Section 5.08.430(c)'s property.

(Ord. No. 1133, 1 § 1, 3-3-2009)

5.08.430 - Application review.

- (a) Issuance of a multiple ~~petanimal~~ permit is at the sole discretion of the Police Chief or designee, based on the criteria set forth in this section.
- (b) At no time shall a permit be granted allowing more than ~~fivefour~~ (54) dogs and/or ~~fivefour~~ (54) cats. For the purposes of title 10 of this Code, the number of permitted dogs or cats allowed pursuant to the permit process set forth in this article shall not be counted in determining whether the residence meets the definition of "kennel".
- (c) Permits shall not be granted when credible complaints exist regarding animals, kept at the applicant's current or previous residence, causing excessive noise, being overly aggressive, or running at large. The investigating Animal Services Officer shall determine the credibility of such complaints based on a preponderance of evidence standard.
- (d) Permits shall not be granted when, in the discretion of the investigating Animal Services Officer, the condition of the residence is unsuitable for the health or proper containment of dogs or cats.
- (e) Permits shall not be granted if neighboring property owners or persons in lawful possession of such neighboring properties provide credible testimony that the existing animals at the applicant's residence cause excessive noise, are overly aggressive, or have been found running at large. The investigating Animal Services Officer shall determine the credibility of such testimony based on a preponderance of evidence standard.
- (f) Permits shall not be granted when, in the discretion of the investigating Animal ~~Services~~ ~~Control~~ Officer, additional animals may cause unreasonable noise, aggression, or sanitation issues.

- (g) Permits shall be granted or denied within sixty (60) days of the Animal Services~~Tracy Police Department's Records~~ Division's receipt of a complete and accurate application, application fee and if approved, a permit fee.
- (h) Denials of an application may be appealed to the City Manager, or designee, following the procedures set forth under section 1.12.010 of this Code.

(Ord. No. 1133, 1 § 1, 3-3-2009)

5.08.440 - Revocation of multiple pet permit.

- (a) The permit may be revoked at any time by Animal Services when credible complaints on the keeping of additional animals are received or the applicant has provided false information on application. The investigating Animal Services Officer shall determine the credibility of such complaints based on a preponderance of evidence standard.
- (b) Revocations may be appealed to the City Manager, or designee, following the procedures set forth under section 1.12.010 of this Code.

(Ord. No. 1133, 1 § 1, 3-3-2009)

Article 6. - Community cats

5.08.450 - Definitions.

- (a) "Community cat" is any free roaming cat that is cared for by a registered community cat caregiver; a community cat may or may not be feral. Community cats are exempt from any licensing requirements required under this Chapter.
- (b) "Community cat caregiver" is a person who registers with Animal Services as a community cat caregiver to provide food to community cats. A community cat caregiver is not the owner of a community cat.

5.08.460 - Community cat caregiver.

It shall be unlawful for any person within the City of Tracy to intentionally provide food, water, or other forms of sustenance to a community cat, unless the person registers as a community cat caregiver with Animal Services. Animal Services may impose certain conditions and requirements for a person to register as a community cat caregiver.

Article 7. - Breeder certificates

5.08.470 – Definitions.

- (a) The term "breeder certificate" shall mean a written authorization issued by Animal Services giving the holder of the certificate permission to breed one (1) litter per year per designated animal.
- (b) The term "breeder certificate holder" means the individual who applies for and obtains a breeder certificate from Animal Services.

5.08.480 – Breeder certificate requirements.

- (a) A breeder certificate shall be effective for a period of one (year). Upon application and issuance of a breeder certificate, Animal Services will provide a breeder certificate number. The designated animal must be licensed pursuant to Section 5.08.130 of this Chapter. The fee for a breeder certificate shall be established by resolution of City Council.
- (b) Any breeder certificate holder who advertises to the public the availability of any dog or cat for sale, adoption, or transfer, whether for compensation or otherwise, must prominently display the breeder certificate number on any such advertisement. Further, the breeder certificate holder must provide the breeder certificate number on any receipt of sale or transfer document to any person who purchases, adopts, or receives any animal from the breeder certificate holder.
- (c) A breeder certificate holder may not sell, adopt, or transfer, whether for compensation or otherwise, any animal until it has reached the age of at least seven (7) weeks and has received its first immunization.
- (d) The following animals are exempt from the breeder certificate requirements:
 - (1) Dogs appropriately trained and actively used by law enforcement agencies for law enforcement and rescue activities;
 - (2) Animals under the care of governmental agencies or Animal Services;
 - (3) Dogs documented as guide, signal, or service dogs;
 - (4) Dogs documented and enrolled in a guide, signal, or service dog breeding program;
 - (5) Dogs and cats under the care of valid 501(c)(3) animal rescue organizations at the discretion of Animal Services;
 - (6) Dogs and cats under the care of humane societies or societies for the prevention of cruelty to animals at the discretion of Animal Services; and
 - (7) When a veterinarian has determined that spaying or neutering is inappropriate due to the animal's age or health.

Article 8. – Mandatory Microchipping for dogs and cats

5.08.490 – Requirements.

- (a) All dogs and cats over the age of four (4) months and kept within City limits for a period of sixty (60) days or longer must be implanted with an identifying microchip. The owner or custodian of the dog or cat shall provide the microchip number to Animal Services within thirty (30) days of the microchipping procedure.
- (b) If a dog or cat is adopted from the animal shelter and is not microchipped, the new owner shall provide Animal Services with documentation that the dog or cat has been microchipped within thirty (30) days of the date the dog or cat is adopted.
- (c) If a microchipped dog or cat is sold, adopted, or transferred, the new owner shall provide Animal Services with his or her current address and contact information.

5.08.500 – Exemptions.

- (a) This article does not require that a dog or cat be microchipped if a licensed veterinarian certifies in writing to Animal Services that the dog or cat is medically unfit for the microchipping procedure.
- (b) This article does not require a dog or cat be microchipped in the event doing so would impose an economic hardship for the owner. Animal Services may require the owner to sign an economic hardship form.

ORDINANCE _____

AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 5.08 "ANIMALS" OF TITLE 5 "SANITATION AND HEALTH" OF THE TRACY MUNICIPAL CODE TO ADHERE TO CURRENT STANDARDS OF ANIMAL CARE AND PRACTICES AND ESTABLISH NEW OPERATIONAL ADMINISTRATIVE PRACTICES AND PERMITTING REQUIREMENTS

WHEREAS, in 2019, the City of Tracy's Animal Services Unit ("Animal Services") of the Tracy Police Department, City Council, and the public had various discussions to identify specific areas where Animal Services could potentially improve its practices and operations, and

WHEREAS, in response to these discussions, Animal Services consulted with a nationally-accredited animal shelter consultant to address how Animal Services could improve its current standards, practices, and enforcement, and

WHEREAS, Animal Services and the consultant conducted a full review of Chapter 5.08 "Animals" of the Tracy Municipal Code and identified areas where changes could be made to reflect the current terminology that is used and considered humane, and

WHEREAS, changes and updates to Chapter 5.08 "Animals" of the Tracy Municipal Code are necessary to adhere to current standards of animal care and practices, to align with Animal Services' current operations and practices, to facilitate Animal Services' goals, and to comply with state law, and

WHEREAS, the City has an interest in the welfare and treatment of animals within the City.

NOW THEREFORE, the City Council of the City of Tracy does ordain as follows:

SECTION 1: The City Council hereby amends Chapter 5.08 "Animals" of Title 5 "Sanitation and Health" of the Tracy Municipal Code as shown in Exhibit "A" attached hereto.

SECTION 2: If any provision or the application of this Ordinance is for any reason held to be unconstitutional, invalid, or otherwise unenforceable, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each subsection or provision of this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

SECTION 3: This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 4: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 18th day of May, 2021, and finally adopted on the _____ day of _____, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

Chapter 5.08 - ANIMALS

Sections:

Article 1. - Dogs

5.08.010 - Unlawful to permit rabid animals to run at large.

It shall be unlawful for any person owning, having an interest in, harboring, or having the care, charge, control, custody, or possession of a dog or other animal, knowing that such dog or animal has rabies, to allow or permit such dog or animal to go free and run at large within the City.

(Prior code § 5-2.101)

5.08.020 - Health Officer to be notified immediately upon suspicion of rabies.

Whenever the owner or person having the custody or possession of any animal shall observe or learn that such animal has shown symptoms of rabies, or has acted in a manner which should lead a reasonable person to suspect that such animal might have rabies, such owner or person having the custody or possession of such animal shall immediately notify the Health Officer or his representatives and shall allow the Health Officer to make an inspection or examination of such animal and to quarantine such animal until it shall be established to the satisfaction of such official that such animal has or does not have rabies.

(Prior code § 5-2.102)

5.08.030 - Quarantine.

Whenever it shall appear to the Health Officer or Animal Services Officer that there is reason to believe that any dog or other animal has rabies, or has been exposed to rabies, the Health Officer or Animal Services Officer shall make an inspection and examination of such animal and shall quarantine such animal until it shall be established to the satisfaction of such official that such animal has or does not have rabies.

(Prior code § 5-2.103)

5.08.040 - Quarantine required.

Whenever it is shown that any dog or cat has bitten any person, the owner or person having the custody or possession thereof, upon an order of the Health Officer or Animal Services Officer, shall quarantine such animal and keep it confined for a period of ten (10) days and shall allow the Health Officer or Animal Services Officer to make inspections or examinations of such animal at any time during such period. The Animal Services Officer has the discretion to determine the location of where such quarantine will take place.

(Ord. 1120 § 1, 2008: Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.104)

5.08.050 - Disposition of rabid dogs.

If it shall appear to the Health Officer or Animal Services Officer, upon examination, that a dog or other animal has rabies, the officer shall humanely euthanize such dog or other animal forthwith.

(Ord. 1120 § 2, 2008: prior code § 5-2.105)

5.08.060 - Quarantine of animals biting another animal.

Whenever any animal shall be bitten by another animal with rabies or that potentially has rabies, the owner or person having the custody or possession of the animal so bitten, upon being informed thereof, shall either humanely euthanize such animal or quarantine it and keep it confined for a period of six (6) months, and the Health Officer or Animal Services Officer shall have the power, in his or her discretion, to humanely euthanize or quarantine the animal so bitten in the event the owner or person having the custody or possession thereof shall fail to do so immediately or in the event the owner or person having the custody or possession thereof is not readily accessible.

(Prior code § 5-2.106)

5.08.070 - Transporting dogs to or from cities or counties in which there is or has been rabies.

No person shall take a dog or permit or encourage a dog to go from a City or town in which rabies exists, or has existed, within six (6) months previously, or from any place in the County within five (5) miles of which rabies exists or has existed within six (6) months previously, to any county in which rabies does not exist or has not been known to be present within six (6) months.

(Prior code § 5-2.107)

5.08.080 - Transporting dogs from rabies areas.

No person shall bring a dog into the City from a county in which rabies is present or has been known to be present within six (6) months.

(Prior code § 5-2.108)

5.08.090 - Entering upon premises.

- (a) The Animal Services Officer is authorized to enter upon any land or premises where any animal is kept for the purposes of taking up, seizing, or impounding any animal running at large, staked, herded, or grazing thereon contrary to the provisions of this chapter or for the purpose of ascertaining whether any law of the County or State relating to the care, treatment, or impounding of any animal or whether any provision of this chapter is being violated.
- (b) The Animal Services Officer is authorized to enter upon any land or premises for the purpose of apprehending and impounding a vicious dog or other animal that constitutes a threat or hazard to the safety of any person.

(Prior code § 5-2.109)

5.08.100 - Vicious or dangerous animals.

(Repealed by Ord. 1074 § 1, 2005. For present provisions concerning potentially vicious or dangerous animals, see Article 4 of this chapter.)

Article 2. - Animal Shelter and Animal Services

5.08.110 - Animal shelter authorized.

A public animal shelter is hereby authorized in the City. The animal shelter shall be located at some convenient place to be fixed by the Council. Such animal shelter shall be and remain under the charge and control of the Tracy Police Department.

The Tracy Police Department shall cause all animals impounded to be provided with sufficient food and water suitable therefor and shall keep such animal shelter in a clean and sanitary condition at all times.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.201)

5.08.120 - Office of Animal Services established.

The Office of Animal Services is hereby established. The Animal Services Officer shall be appointed by the Chief of Police and shall receive such compensation as the Council, from time to time, may provide. For the purposes of enforcement of this chapter and other laws, the title "Animal Services Officer" shall be synonymous with "Animal Control Officer" and shall include the Animal Services Supervisor, Police Officers when enforcing this chapter, the Animal Services Officer, and assistants and deputies that have satisfactorily completed a certified course in "Powers and Arrest."

- (a) The Animal Services Officer, and all assistants and deputies, shall satisfactorily complete a certified course in "Powers of Arrest." Such persons may thereafter exercise the powers of arrest as specified in section 836.5 of the California Penal Code on any person who has committed a misdemeanor or infraction in their presence which is a violation of the provisions of this chapter.
- (b) The Animal Services Officer, and all assistants and deputies, may carry weapons when acting in the course of their employment, providing they have satisfactorily completed a course of training in the carrying and use of firearms.

(Ord. 1040 § 5 Exh. E (part): prior code § 5-2.202)

5.08.130 - License tags for dogs.

- (a) Licenses required. It is hereby declared unlawful for any dog, not duly vaccinated, licensed, and registered in accordance with the provisions of this section, to be in the City or to be owned, kept, or possessed in the City by any person. Licenses shall not be transferable on a change of ownership, nor from one dog to another. Licenses will be issued for a term of one (1) year for dogs under one (1) year of age, and for a term of three (3) years for dogs over one (1) year of age. Licenses will be issued at the time they are purchased, and shall expire at the end of their term.
- (b) Vaccinations required. Any person desiring to keep a dog in the City, within ten (10) days after the dog attains the age of four (4) months and prior to licensing the dog, shall have the dog vaccinated by a licensed veterinarian with a canine anti-rabies vaccine.
- (c) Veterinarian collaboration required. All veterinarians within the City shall provide rabies records to the Animal Services Supervisor upon his or her request. The records provided must specify the animal owner's first and last name, address, and phone number, the name and physical description of the animal, and the date the rabies vaccine was administered.
- (d) License fees. Any person desiring to keep a dog over the age of four (4) months in the City, shall pay the City a license fee within thirty (30) days after acquiring such a dog or within thirty (30) days of an owned dog attaining the age of four (4) months. The license fee shall be established by resolution of City Council. Such fee shall be reduced by one-half (½) or more if a certificate is presented from a licensed veterinarian that the dog is spayed or neutered. Licenses of dogs over the age of four (4) months shall be renewed before or upon expiration of the current license. The license fee shall be

delinquent if not paid on or before the due date. A penalty determined by resolution of City Council shall be added to the fee when the license is delinquent. All license terms issued shall not exceed the expiration date of the anti-rabies vaccination.

Two and 50/100ths (\$2.50) dollars for each unaltered male or female dog and one and 50/100ths (\$1.50) dollars for each altered male or female dog of the fees collected pursuant to the provisions of this subsection shall be deposited into an account for Rabies Treatment and Eradication, thus allowing Tracy Animal Services to provide discounted rabies vaccines. At the end of each fiscal year, any remaining amount of such fees may be transferred, by the order of Council, to the General Fund provided that sufficient funds remain to adequately carry out the administration of the Animal Shelter's operations.

- (e) Certificates of vaccination. A dog license shall not be issued unless the applicant shows Animal Services a valid certificate of canine anti-rabies vaccination, which certificate adequately describes the physical features of the dog, the date of vaccination, the type of vaccine used, and bears the signature of a licensed veterinarian.
- (f) Type and frequency of vaccinations. The type of vaccine acceptable and the frequency of vaccination shall be determined by the Department of Public Health of the State.
- (g) House-to-house checks. A house-to-house check may be conducted to locate dogs which are not vaccinated or licensed according to the provisions of this section to cause licenses to be taken and vaccinations to be given for such dogs.
- (h) License tags. A suitable tag shall be furnished by the City to each owner who shall pay such license fee, which tag the owner shall attach and keep attached to a collar around the neck of such dog at all times. Such tag shall have legibly stamped thereon the registered number of the dog.
- (i) Registration records. The City shall keep a record in which it shall register the number of such tags supplied to each of the owners of such dogs, a description of the dog, the period for which such tag was purchased, the amount received therefor, and the residence address of the owner thereof.
- (j) Dogs not allowed at large. Such license shall entitle the owner of the dog for which such license is issued to keep such dog in the City during the term for which the license was issued; provided, however, such owner at all times shall keep such dog securely enclosed in a room, pen, or enclosure or shall keep such dog secured on a leash, and it shall be unlawful for any person at any time to have, own, or possess any dog within the City, whether the dog shall be licensed or not, unless such dog shall be kept so enclosed or on a leash.
- (k) Impoundment of dogs at large. It is hereby made the duty of the Tracy Police Department to take and impound any dog so licensed and registered which may be found in the City, and also to take and impound any dog, whether licensed and registered or not, which may be found in the City if such dog is not enclosed or is not on a leash as provided in this section, or if the owner cannot be located to return the dog.
- (l) Notices of impoundment. If any dog so taken or impounded shall be licensed or registered, and if such tag and number shall be upon the collar of such dog, the Tracy Police Department shall give a notice to the owner thereof within forty-eight (48) hours after such dog shall have been taken. Such notice shall state that the dog has been taken and impounded and that such dog will be disposed of or humanely euthanized as provided in this section. Such notice shall be served upon the owner by delivering the notice to such owner personally, or by leaving the notice with any person at the place of residence of the owner, as stated in the records of the City, or by posting the notice in a conspicuous place at the address of such owner, or by United States mail.
- (m) Redemption of impounded dogs and cats. At any time within three (3) days after such notice shall have been so given, the owner or possessor of such licensed dog may redeem the dog by paying to the City a redemption fee and a boarding fee established by resolution of the Council. The owner or possessor of an unlicensed dog may redeem the dog by purchasing a license and paying to the City the same charges and fees set forth in this subsection. The owner or possessor of a cat may redeem the cat by paying to the City the same charges and fees set forth in this subsection. All dogs and cats not redeemed, as provided in this section, may be assigned to a third party provided the third party

agrees to indemnify the City for incurred costs of care, and for the proper license fees, and for assignment fees, and further agrees to carry out the other provisions of this section, or the dog or cat may be humanely euthanized by the Animal Service Officer after five (5) business days of the impoundment of cat and unlicensed dogs and five (5) business days after proper notification of impoundment to the owners of licensed dogs.

- (n) Mandatory alteration for multiple impounds. Any unaltered dog or cat impounded three (3) or more times from the same owner within the lifetime of the animal shall be spayed or neutered at the owner's expense prior to redemption. Animal Services shall provide the owner with notice of such determination. At the option of the owner, a private veterinarian may perform the spaying or neutering. In the event the owner chooses to have a private veterinarian perform the spaying or neutering, the owner must provide animal services with documentation showing that the animal was altered within thirty (30) days of such alteration.
 - (1) Hearing. In the event an owner wishes to challenge the mandatory alteration for multiple impounds, the owner shall notify Animal Services in writing within ten (10) days after receiving notice from Animal Services that the animal must be altered. A hearing shall be set within thirty (30) days of receiving written notice from the owner, and written confirmation of the date, time, and place of the hearing shall be provided to the owner at least (5) days before the hearing by personal delivery or mail. The Hearing Officer, as defined in Section 1.12.030 of this Code, shall consider all relevant evidence presented at the hearing. The formal rules of evidence shall not apply.
 - (2) Hearing Officer's decision. Following the hearing and within fifteen (15) days of the hearing, the Hearing Officer shall notify the owner in writing of his or her decision.
- (o) Prohibition against adopting unaltered dogs or cats.
 - (1) The animal shelter shall not adopt any dog or cat which has not been spayed or neutered, unless the dog or cat cannot be medically-cleared for surgery by a veterinarian. The fee for alteration shall be determined by resolution of Council, and shall be comparable to the fee charged by veterinarians in the locale.
 - (2) In the event a dog or cat is adopted unaltered because the dog or cat is not medically-cleared for surgery at the time of adoption, once medically-cleared the adopter shall provide Animal Services with written documentation that the dog or cat has been spayed or neutered within sixty (60) days of the surgery. Failure to comply with this section shall result in an administrative citation specified in Chapter 1.28 of this Code.
- (p) Prohibition against adopting dogs which have not been vaccinated for rabies: Deposits for costs of rabies vaccination.
 - (1) The animal shelter shall not adopt any dog which has not been vaccinated for rabies, unless the adopter obtains a rabies vaccination voucher from Animal Services. The fee for the voucher shall be determined by resolution of Council, and shall be comparable to the fee charged by veterinarians in the locale.
 - (2) Any dog four (4) months of age or younger at the time of adoption shall be vaccinated for rabies within ten (10) days after attaining the age of four (4) months and prior to licensing. Any dog over four (4) months of age at the time of adoption shall be vaccinated for rabies and licensed within ten (10) days.

(Ord. 1040 § 5 Exh. E (part), 2002; prior code § 5-2.203)

(Ord. No. 1159, § 12, 6-7-2011)

5.08.140 - Animal Service Officer shall wear a badge.

The Animal Services Officer shall wear, while engaged in the discharge of his or her duties, a badge designating his or her office, except that when any police officer acts as Animal Services Officer, his or her badge as such police officer shall be sufficient.

(Ord. 1040 § 5, Exh. E (part), 2002: prior code § 5-2.204)

5.08.150 - Interference with Animal Services Officer unlawful.

It is unlawful for any person to resist or interfere with the Animal Services Officer in the discharge of his or her official duties or to in any way, directly or indirectly, remove any animal from the animal shelter without lawful authority.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.205)

5.08.160 - Record of all animals entering animal shelter required to be kept.

The Animal Services staff shall keep a record of every animal entering the animal shelter, setting forth a description thereof, the date and manner of disposition of the animal, whether notice was given to the owner and the date such notice was given, and the name of the person to whom adopted or transferred.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.206)

5.08.170 - Burial of deceased animals.

It is the duty of all persons owning or possessing a deceased animal to dispose of such animal within twenty-four (24) hours upon the animal dying. If the animal weighs twenty-five (25) pounds or under, the animal may be buried at the owner's premises, and shall be buried at least one (1) foot underground. If the animal weighs more than twenty-five (25) pounds, the owner must bring the animal to the animal shelter or a licensed veterinarian for disposal.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.207)

5.08.180 - Failure or refusal of owner to bury deceased animal.

If any person fails or neglects to bury or otherwise dispose of any animal as provided for in this article, then in such case it shall be the duty of the Animal Services Officer to proceed forthwith to have the same disposed of, and it shall be lawful for the City to charge to and recover from the owner or possessor of such deceased animal the cost of disposal thereof; and such person who shall neglect or refuse to bury or dispose, or cause the burial or disposal of, any deceased animal as provided for in this article upon his premises or in any public place of which he or she is the owner or possessor, or pay the City the cost incurred in burying such deceased animal, shall be guilty of a misdemeanor. In case the Animal Services Officer, after diligent search, cannot find the owner or possessor of any deceased animal, in this article referred to, the Animal Services Officer shall cause the same to be disposed of and the cost thereof shall be paid by the City.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.208)

5.08.185. - Owner surrender of live animals.

If an owner wishes to surrender an animal to the Animal Services Officer or Police Department, the owner shall pay the cost of surrendering the animal, in an amount established by resolution of the City Council.

(Ord. No. 1159, § 13, 6-7-2011)

5.08.190 - Council may contract.

The Council may contract with the Society for the Prevention of Cruelty to Animals or the County for the administration of this article and section 5.04.240 of article 3 of this chapter.

(Prior code § 5-2.209)

Article 3. - Other Than Household Pets

5.08.200 - Declaration of council.

The Council does hereby find and determine that the growth and development of the City for residential purposes has reached such a stage that the keeping of animals or poultry within the City, unless properly regulated as to location and sanitary conditions and as to certain animals unless definitely limited in number or entirely prohibited, is detrimental to public health, safety and general welfare and that the public interest requires that the Council prescribe the following rules and regulations with respect thereto set forth in this article.

(Prior code § 5-2.301)

5.08.210 - Definitions.

- (a) Wherever the word "animals" is used herein, it shall be construed to include horses, ponies, mules, jacks, jennies, cows, bulls, calves, heifers, sheep, goats, swine, rabbits and all other domestic or domesticated animals other than household pets.
- (b) "Poultry" shall be construed to include pigeons, chickens, ducks, geese, turkeys, and all other domestic or domesticated fowls other than household pets.
- (c) "Household pets" shall be construed to include cats, dogs, canaries, parrots and other kindred animals and birds usually and ordinarily kept as household pets.
- (d) "Dwelling" shall be construed to mean the main or principal dwelling located on the property of a person other than the keeper of the animals or poultry.

(Prior code § 5-2.302)

5.08.220 - Unsanitary conditions prohibited.

It is hereby declared to be a nuisance and it shall be unlawful for any person to keep or permit to be kept upon any premises, any animals or poultry or household pets in a foul, offensive, obnoxious, filthy unsanitary or inhumane condition.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.303)

5.08.230 - Animals at large.

It is hereby declared to be a nuisance and it is unlawful for any person to allow or permit animals, poultry or household pets, to run at large upon any public street or place, or to trespass upon the property of another. This section shall not apply to community cats, as described in Article 6 of this Chapter.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 5-2.304)

5.08.240 - Impounding.

The Chief of Police and all police officers and other persons employed to perform any of such duties are hereby authorized and empowered to take up and impound any animals or poultry running at large in violation of the provisions of this article, and to keep such animals or poultry confined at the animal shelter or at such other place as the Chief of Police may provide, for not less than three (3) days unless such animals or poultry be redeemed by the payment in the amount established by resolution of the City Council. Notices containing a description of the animals or poultry impounded shall be posted publicly for at least three (3) days.

If after five (5) days the animals or poultry are not redeemed, the Chief of Police shall be deemed to have acquired jurisdiction over the animals or poultry and is hereby authorized to humanely euthanize, or to sell, or to otherwise dispose of them, and any proceeds derived therefrom shall accrue to the City, to be deposited in its general fund.

(Prior code § 5-2.305)

(Ord. No. 1159, § 14, 6-7-2011)

5.08.250 - Unnecessary noise.

It is hereby declared to be a nuisance and it shall be unlawful to keep, maintain, or permit on any lot or parcel of land, any animals, poultry or household pets, which by any sound or cry shall disturb the peace and comfort of any neighborhood or interfere with any person in the reasonable and comfortable enjoyment of life or property.

(Prior code § 5-2.306)

5.08.260 - Limitations—Rabbits and poultry.

It is hereby declared to be a nuisance and it shall be unlawful to keep or permit to be kept, upon any premises in the City, any rabbits or poultry:

- (a) Within twenty-five (25') feet of any dwelling, school, church, or hospital, or,
- (b) If more than thirty (30) in all of any such rabbits or poultry are kept, within fifty (50') feet of any dwelling, school, church or hospital.
- (c) If more than 200 in all, of such rabbits or poultry, except by special permit of the Council first had and obtained, or to keep any rooster over four (4) months old within fifty (50') feet of any dwelling, school, church, or hospital. This provision limiting the maximum number of rabbits or poultry to 200 in all shall not be retroactive or effective as to rabbit or poultry ranches actually in operation as to the effective date hereof, where the average number of rabbits or poultry ordinarily kept at any such establishment exceeds the number.

(Prior code § 5-2.307)

5.08.270 - Horses, calves, goats, pygmy goats, etc.

It is hereby declared to be a nuisance and it shall be unlawful to keep or permit to be kept upon any premises in the City, any horse, mule, jack, jenny, cow, bull, calf, heifer, sheep, goat (except pygmy goats), swine, hog or pig (except pot belly pigs):

- (a) On any lot containing less than 20,000 square feet; or
- (b) In any corral or barn within seventy-five (75') feet of any dwelling.

(Prior code § 5-2.308)

5.08.280 - Hog manure.

It is hereby declared to be a nuisance and it shall be unlawful to use hog manure as a fertilizer within the City limits, unless such hog manure is turned into the soil within twenty-four (24) hours after it is spread.

(Prior code § 5-2.309)

5.08.290 - Abandonment.

Any cessation of operations of existing dairies, coupled with a change in the use of the premises for other purposes, shall be construed to be an abandonment of the premises for such original purpose.

(Prior code § 5-2.310)

5.08.300 - Maintenance of existing dairies.

The provisions of this article shall not be retroactive so as to apply to dairies actually in operation on November 21, 1950. No extensions or additions shall be permitted to be made to any such dairies except such alterations or repairs as may be required to be made therein to fulfill any requirements of the San Joaquin Department of Environmental Health and in such event such alterations or repairs may be made only upon the express permission of the Council, issued upon written approval of the San Joaquin Department of Environmental Health stating the necessity therefor; and provided further, that no enlargement of any existing dairy shall be permitted by adding to the number of animals kept upon any premises in the City in connection with such use.

(Ord. 1120 § 3, 2008: prior code § 5-2.311)

5.08.310 - Riding academies.

From and after November 21, 1950, no riding academies, clubs, or schools having horse, mule or pony corrals or barns in connection therewith, may be commenced, maintained or operated within the City, excepting upon special permit from the Council first had and obtained.

(Prior code § 5-2.312)

5.08.320 - Special permits—Public hearings.

In the event that any person believes that unreasonable restrictions or unnecessary and extraordinary hardship or damage will be imposed upon him or her from the carrying out of the strict letter of any of the provisions of this article, he or she may request a hearing thereon before the Council, and, after a public hearing thereon held upon notice to claimant, if the Council finds that unreasonable restrictions, unnecessary and extraordinary hardship or damage will be imposed upon him or her, then

any of the provisions or regulations hereby may be modified in harmony with the general purposes and objectives hereof to the end that the public health, safety and welfare of the people may be secured and substantial justice done.

(Prior code § 5-2.313)

5.08.330 - Pygmy goats and pot belly pigs.

Pygmy goats and pot belly pigs shall be allowed to be kept within the corporate limits of the City. All such pygmy goats and pot belly pigs will require registration and licensing with the City's Animal Services Officer.

- (a) The license fee for pygmy goats and pot belly pigs shall be determined by resolution of City Council.
- (b) Such license shall entitle the owner of the pygmy goat/pot belly pig for which such license is issued to keep such pygmy goat/pot belly pig in the City during the term for which the license was issued; provided, however, such owner at all times shall keep such pygmy goat/pot belly pig securely enclosed in a room, pen, or enclosure or shall keep such pygmy goat/pot belly pig secured or on a leash.
- (c) It shall be unlawful for any person at any time to have, own, or possess any pygmy goat/pot belly pig within the City, whether the pygmy goat/pot belly pig shall be licensed or not, unless such pygmy goat/pot belly pig shall be kept so enclosed or on a leash as provided in subsection (b) of this section.
- (d) It shall be unlawful for any person to keep a pot belly pig greater than nineteen (19") inches at the shoulders or weighing more than 150 pounds.
- (e) It shall be unlawful for more than two (2) pygmy goats/pot belly pigs to be kept at any dwelling, establishment or residence within the City.

(Prior code § 5-2.314)

Article 4. - Potentially Dangerous or Vicious Animals

5.08.340 - Purpose.

This article is intended to reduce the risk of serious attacks or bites by dogs and other animals. The provisions of this article set forth the procedures for finding an animal potentially dangerous or vicious and subjecting the animal to appropriate controls and enforcement actions. This article is intended to supplement rather than supplant any other remedies available under this Code or State law.

(Ord. 1074 § 3 (part), 2005)

5.08.350 - Definitions.

- (a) "*Animal Services Officer*" means a City of Tracy Animal Services Officer, assistant, or the City Manager's designee.
- (b) "*Hearing Officer*" means a person designated by the City Manager to conduct an administrative hearing. The designated Hearing Officer shall be an impartial person, such as:
 - (1) A City employee from a department or division other than the Police Department, Animal Services division, or Code Enforcement division; or

- (2) Someone selected randomly from a panel of law students and/or local attorneys willing to volunteer as a Hearing Officer; or
- (3) Someone hired from an organization which provides Hearing Officers, in which case the cost will be shared equally by the City and the person cited.

(c) "Owner" of an animal shall include a keeper, custodian, handler, or a person having immediate control of the animal.

(d) "*Potentially dangerous*" describes an animal meeting any of the following criteria:

- (1) Any animal which, when unprovoked, on two (2) separate occasions within the prior thirty-six (36) months, engages in aggressive behavior including, but not limited to growling, barking, chasing, lunging, and behaving in a manner that requires a defensive action by a person to prevent bodily injury when the animal is off the property of the owner of the animal;
- (2) Any animal which, when unprovoked, bites a person inflicting a less severe injury than that defined in subsection (e) of this section;
- (3) Any animal which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner of the animal.

(e) "*Severe injury*" means any physical injury to a human being that results in muscle tear or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

(f) "*Vicious*" describes an animal meeting any of the following criteria:

- (1) Any animal which, when unprovoked, inflicts severe injury on or kills a human being;
- (2) Any animal previously determined to be a potentially dangerous animal which, within thirty-six (36) months after its owner has been notified of this determination, engages in any of the behaviors described in subsection (d) of this section;
- (3) Any dog seized under section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of section 597.5 of the California Penal Code;
- (4) Any potentially dangerous animal for which the owner has violated any provision of the Animal Services Officer's order or, if applicable, any provision of the Hearing Officer's order under section 5.08.380 of this article.

(Ord. 1111 § 4 Exh. A (part), 2007: Ord. 1074 § 3 (part), 2005)

5.08.360 - Determination of potentially dangerous animals and possible actions.

- (a) Any animal that the Animal Services Officer believes to be potentially dangerous shall be impounded by or surrendered to the Animal Services Officer, or quarantined upon the owner's property in an approved enclosure, as directed by the Animal Services Officer.
- (b) The Animal Services Officer shall take the severity of the injury and the number of attacks and the circumstances into consideration in making his or her determination. If the Animal Services Officer determines an animal to be potentially dangerous, he or she may take any of the following actions or a combination thereof:
 - (1) Take no further action against the animal and its owner;
 - (2) Order that the animal be put on a leash not to exceed six (6') feet long whenever accessible to public and/or be securely tied or chained and cage muzzled as ordered by the Animal Services Officer;
 - (3) Order that the owner of such animal shall immediately keep such animal in a run which is totally enclosed or held securely on a chain, or kept under other adequate control as approved by the Animal Services Officer. Or, if any of these means of restraint is impossible or impracticable, order

that such animal shall be impounded in the animal shelter facility at the owner's expense, until such time as the owner of such animal shall provide for the restraint of the animal either in a run which is totally enclosed or held securely on a chain or kept under other adequate control as approved by the Animal Services Officer;

- (4) Order that the animal be spayed or neutered, at the owner's expense, within thirty (30) days of the potentially dangerous animal determination;
- (5) Order that the owner or possessor of the animal and the animal attend at least one, eight-week training course, acceptable to the Animal Services Officer, on dog obedience;
- (6) Order that the owner or possessor of the animal display a sign advising of the presence of a dangerous or potentially dangerous animal at the entrance to every place wherein any such animal is confined. The sign shall be capable of being understood by a child. The cost of the sign shall be the responsibility of the owner of the animal, and must be approved by the Animal Services Officer;
- (7) Order that the owner or possessor of the animal purchase a dangerous dog permit from Animal Services, the fee of which shall be established by resolution of City Council;
- (8) Order that the owner or possessor of the animal notify Animal Services and complete a declaration with Animal Services prior to any change in location of the animal or new ownership of the animal at least thirty (30) days prior to any such change. Animal Services shall have the discretion to require that the owner or possessor of the animal comply with certain conditions prior to any change in location of the animal or new ownership of the animal;
- (9) Order any other appropriate reasonable action; and
- (10) In addition to any of the above, the Animal Services Officer may order the owner to reimburse the City for the cost of maintaining the animal, if applicable.

- (c) The Animal Services Officer, or his or her designee, is authorized to make whatever inspections he or she deems necessary to ensure compliance with this chapter, the provisions of his or her order and, if such order is appealed, any order the Hearing Officer may issue under section 5.08.380 of this article.
- (d) The Animal Services Officer shall notify the owner of the animal in writing of his or her determination as well as the owner's right to appeal the officer's decision within five (5) business days, either in person or by first class mail with return receipt requested.
- (e) If an animal has been determined to be potentially dangerous under this section, the owner may appeal such determination and any order resulting therefrom to the City Manager, under section 1.12.010 of this Code.
- (f) It is unlawful to violate the terms of the Animal Services Officer's order or, if applicable, any order of the Hearing Officer issued under section 5.08.380.

(Ord. 1111 § 4 Exh. A (part), 2007: Ord. 1074 § 3 (part), 2005)

5.08.370 - Determination of vicious animals and possible actions.

- (a) Any animal that the Animal Services Officer believes to be vicious shall immediately be impounded by or surrendered to the Animal Services Officer.
- (b) The Animal Services Officer shall take the severity of the injury and the number of attacks and the circumstances into consideration in making his or her determination. If the Animal Services Officer determines an animal to be vicious, he or she may take any of the following actions or a combination thereof:

- (1) Require that the animal be permanently removed from the City;
- (2) Order that the animal be spayed or neutered, at the owner's expense, within thirty (30) days of the vicious animal determination;
- (3) Order that the owner or possessor of the animal and the animal attend at least one, eight-week training course, acceptable to the Animal Services Officer, on dog obedience;
- (4) Order that the owner or the custodian will lose all rights of ownership and control of the animal;
- (5) Order the owner or possessor of the animal to surrender the animal to the Animal Services Officer for destruction;
- (6) Order that the owner may not own or possess any dog or other animal weighing in excess of five (5 lbs.) pounds for a thirty-six-month period;
- (7) Order that the owner or possessor of the animal purchase a vicious dog permit from Animal Services, the fee of which shall be established by resolution of City Council; and
- (8) Order the owner to reimburse the City for the cost of maintaining the animal, if applicable.

(c) Before allowing a person to keep a vicious animal, the Animal Services Officer shall find all of the following:

- (1) That allowing such will not result in any detriment or danger to the peace, health or safety of the people in the vicinity of the location the animal will be kept;
- (2) That possession and maintenance of the animal at the location has not resulted in and is not likely to result in the animal being subjected to neglect, suffering, cruelty or abuse;
- (3) The location where the animal is possessed or maintained is kept clean and sanitary, and the animal is provided with proper and adequate food, water, ventilation, shelter and care at all times;
- (4) Possession of the animal at the location shall not violate any law, code, or regulation; and
- (5) The animal will not be possessed or maintained at any other location than that specified in the order.

(d) The Animal Services Officer, or his or her designee, is authorized to make whatever inspections he or she deems necessary to ensure compliance with this chapter, the provisions of his or her order and, if such order is appealed, any order the Hearing Officer may issue under section 5.08.380 of this chapter.

(e) The Animal Services Officer shall notify the owner of the animal in writing of his or her determination, and the basis therefor, as well as the owner's right to appeal the officer's decision within five (5) business days, either in person or by first class mail with return receipt requested.

(f) If an animal has been determined to be vicious under this section, the owner may appeal such a determination and any order resulting therefrom to the City Manager under section 1.12.010 of this Code.

(g) It is unlawful to violate the terms of the Animal Services Officer's order or, if applicable, any order of the Hearing Officer issued under section 5.08.380.

(Ord. 1111 § 4 Exh. A (part), 2007: Ord. 1074 § 3 (part), 2005)

5.08.380 - Hearing.

(a) The Hearing Officer shall hold a hearing within ten (10) days, not including weekends or holidays, after receipt of the request if the animal has been surrendered to or impounded by the Animal Services Officer. Where the animal has not been surrendered to or impounded by the Animal Services Officer, the Hearing Officer shall promptly set a time and place for the hearing and shall cause notice of the hearing to be personally delivered to the owner or deposited in the mail.

- (b) Prior to taking evidence on whether an animal is potentially dangerous or vicious at the hearing, any person designated to serve as a Hearing Officer is subject to disqualification for bias, prejudice, interest or for any other reason for which a judge may be disqualified in a court of law. If a Hearing Officer is so disqualified, a new Hearing Officer shall be designated and the new Hearing Officer shall promptly set a time and place for the hearing and shall cause notice of the hearing to be personally delivered to the owner or deposited in the mail.
- (c) The Hearing Officer may continue hearings, based on good cause, as established by one of the parties to the hearing or if the Hearing Officer independently determines that due process has not been adequately afforded.
- (d) The Hearing Officer shall consider all relevant evidence presented at the hearing. The formal rules of evidence shall not apply. The Hearing Officer shall also consider circumstances of mitigation including, but not limited to, the owner's and animal's history with animal services, the age of any attacked persons and any legal training of the animal in the use of deadly force.
- (e) If the hearing is based on a complaint, the Hearing Officer may find that failure of the complainant to appear and testify at the hearing makes that complaint less credible.
- (f) Before allowing a person to keep a vicious animal, the Hearing Officer shall find all of the following:
 - (1) That allowing such will not result in any detriment or danger to the peace, health or safety of the people in the vicinity of the location the animal will be kept;
 - (2) That possession and maintenance of the animal at the location has not resulted in and is not likely to result in the animal being subjected to neglect, suffering, cruelty or abuse;
 - (3) The location where the animal is possessed or maintained is kept clean and sanitary, and the animal is provided with proper and adequate food, water, ventilation, shelter and care at all times;
 - (4) Possession of the animal at the location shall not violate any law, code, or regulation; and
 - (5) The animal will not be possessed or maintained at any other location than that specified in the order.
- (g) The Hearing Officer may uphold, modify or dismiss the determination of the Animal Services Officer on the basis of evidence produced at the hearing. Subsequently, the Hearing Officer shall give written notice of his or her decision by first class or registered mail sent within fifteen (15) days of the hearing to the owner.
- (h) If the owner or keeper of the animal contests the Hearing Officer's decision, he or she may, within ten (10) days of the mailing of the Hearing Officer's notice of decision, appeal the decision of the Hearing Officer directly to the Superior Court in and for San Joaquin County at the courthouse with jurisdiction to hear such matters located closest to the City of Tracy. The owner or keeper of the animal shall serve personally or by first class return receipt mail, notice of the appeal to the City Clerk's within three (3) days of filing same with the court. Any such appeal shall be by trial de novo. Failure to timely file such an appeal or properly serve notice of same on the City will result in the Hearing Officer's decision being final.
- (i) The determination of the court hearing the appeal shall be final and conclusive upon all parties.

(Ord. 1074 § 3 (part), 2005)

5.08.390 - Control of vicious animals.

- (a) If the Animal Services Officer, Hearing Officer, or court allows a person to own or have custody of an animal determined to be vicious, the animal shall be kept securely confined indoors or in a securely enclosed escape-proof locked kennel or pen other than when on a leash as described in subsection (b) of this section. Such kennel, pen or structure must have secure sides and a secure top attached thereto. The kennel or pen shall be constructed in a manner so that it cannot be broken down by any action of the confined animal. All structures used for confinement of vicious animals must be locked

with a key or combination lock of sufficient strength to ensure confinement of the animal. Such structures must be erected upon a secure bottom or floor constructed of concrete or other material sufficient to prevent the animal from digging free. Vicious animals enclosed in a house, apartment, building or similar structure shall be allowed only where the windows and doors of such structure are secured to prevent the animal from exiting without the assistance of the owner or person with the right to control such animal.

- (b) A vicious animal may be permitted off the owner's premises only when it is secured with a cage muzzle and is leashed on a leash not to exceed three (3') feet in length and under the control of a person eighteen (18) years of age or older, who is physically capable of restraining the animal. This leash must be capable of restraining four (4) times the weight of the animal. Moreover, the leash must be attached to a prong collar (commonly called a "pinch collar") of a type and fit acceptable and approved in advance by the Animal Services Officer. Vicious animals shall not be leashed or tethered at any time to inanimate objects such as trees, posts, or buildings. The muzzling device for vicious animals must be constructed so that it is impossible for the animal to remove it without human assistance.
- (c) A sign advising of the presence of a vicious dog or animal shall be posted at the entrance to every place wherein any such vicious dog or animal is confined. The sign shall be capable of being understood by a child. The cost of the sign shall be the responsibility of the owner of the animal, and must be approved by the Animal Services Officer.
- (d) Transportation of a vicious animal shall only be in locked animal carriers equivalent in construction quality to those used by commercial air carriers. Moreover, a vicious animal shall not be left unattended or loose in or about any motor vehicle.
- (e) Upon any violation of this chapter, or a violation of any nonappealable order under this chapter, that is observed by the Animal Services Officer, or sworn to in a written affidavit from a complaining party, the Animal Services Officer shall issue an order for the owner or possessor of the vicious animal to surrender the vicious animal to the Animal Services Officer for destruction. This order shall be subject to the appeal provisions set forth in this chapter.
- (f) The owner must notify Animal Services prior to any change in location of the animal or new ownership at least thirty (30) days prior to such change.

(Ord. 1074 § 3 (part), 2005)

5.08.400 - Exceptions.

- (a) No animal may be declared potentially dangerous or vicious based only on any injury or damage sustained by a person who, at the time the injury or damage was sustained, was committing a willful trespass or other tort upon the animal possessor's or owner's premises, or the injured party was tormenting, abusing, or assaulting the animal, or was committing or attempting to commit a crime. No animal may be declared potentially dangerous or vicious based only on the animal protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault. No animal may be declared potentially dangerous or vicious based only on an injury or damage sustained by a domestic animal which at the time of the injury or damage was sustained was tormenting, abusing or assaulting the animal.
- (b) No animal may be declared potentially dangerous or vicious based only on an injury or damage to a domestic animal sustained while the animal was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.
- (c) This article does not apply to Humane Society shelters, City Animal Services facilities, or to dogs while utilized by any Police Department or any Law Enforcement Officer in the performance of police work; guide dogs for the blind or deaf while performing their duties; dogs participating in field or obedience trials or conformation exhibitions; dogs assisting their owner in legal hunting activities or in the herding of livestock.

(Ord. 1074 § 3 (part), 2005)

Article 5. - Limitations on Number of Dogs and Cats

5.08.410 - Number limited; multiple pet permit required.

It shall be unlawful to own, keep or harbor more than three (3) adult dogs and/or three (3) adult cats at the same residence without first obtaining a multiple pet permit. For purposes of this section a cat or dog is considered to be an adult at four (4) months of age.

(Ord. No. 1133, 1 § 1, 3-3-2009)

5.08.420 - Application for multiple pet permit; fee's, investigation.

- (a) Any person who desires to keep more than three (3) dogs and/or three (3) cats at any single residence in the City must apply to Animal Services for a multiple pet permit. A multiple pet permit shall be effective for five (5) years and must be renewed upon expiration.
- (b) The application must be made on a form provided by Animal Services and there shall be paid a nonrefundable application fee, the amount of which shall be set by Council resolution, and revised from time to time, in an amount sufficient to recover the costs of administering the multiple pet permit program.
- (c) The application shall identify the owner by name, address and telephone number, the animals by name, breed, age, sex and for dogs, City of Tracy License Number.
- (d) Upon receipt of the application and application fee, Animal Services shall serve notice of application and comment cards to neighboring property owners within a 100-foot radius of the applicant's residence.
- (e) An Animal Services Officer shall inspect the applicant's property to determine if the size and condition of the property is adequate for keeping additional animals, and whether the manner of keeping the additional animals may violate any of the provisions of this chapter or of State or Federal law.
- (f) An Animal Services Officer shall investigate whether there have been previous complaints regarding animals involving the applicant in accordance with Section 5.08.430(c).

(Ord. No. 1133, 1 § 1, 3-3-2009)

5.08.430 - Application review.

- (a) Issuance of a multiple pet permit is at the sole discretion of the Police Chief or designee, based on the criteria set forth in this section.
- (b) At no time shall a permit be granted allowing more than five (5) dogs and/or five (5) cats. For the purposes of title 10 of this Code, the number of permitted dogs or cats allowed pursuant to the permit process set forth in this article shall not be counted in determining whether the residence meets the definition of "kennel".
- (c) Permits shall not be granted when credible complaints exist regarding animals, kept at the applicant's current or previous residence, causing excessive noise, being overly aggressive, or running at large. The investigating Animal Services Officer shall determine the credibility of such complaints based on a preponderance of evidence standard.
- (d) Permits shall not be granted when, in the discretion of the investigating Animal Services Officer, the condition of the residence is unsuitable for the health or proper containment of dogs or cats.

- (e) Permits shall not be granted if neighboring property owners or persons in lawful possession of such neighboring properties provide credible testimony that the existing animals at the applicant's residence cause excessive noise, are overly aggressive, or have been found running at large. The investigating Animal Services Officer shall determine the credibility of such testimony based on a preponderance of evidence standard.
- (f) Permits shall not be granted when, in the discretion of the investigating Animal Services Officer, additional animals may cause unreasonable noise, aggression, or sanitation issues.
- (g) Permits shall be granted or denied within sixty (60) days of the Animal Services Division's receipt of a complete and accurate application, application fee and if approved, a permit fee.
- (h) Denials of an application may be appealed to the City Manager, or designee, following the procedures set forth under section 1.12.010 of this Code.

(Ord. No. 1133, I § 1, 3-3-2009)

5.08.440 - Revocation of multiple pet permit.

- (a) The permit may be revoked at any time by Animal Services when credible complaints on the keeping of additional animals are received or the applicant has provided false information on application. The investigating Animal Services Officer shall determine the credibility of such complaints based on a preponderance of evidence standard.
- (b) Revocations may be appealed to the City Manager, or designee, following the procedures set forth under section 1.12.010 of this Code.

(Ord. No. 1133, I § 1, 3-3-2009)

Article 6. - Community cats

5.08.450 - Definitions.

- (a) "Community cat" is any free roaming cat that is cared for by a registered community cat caregiver; a community cat may or may not be feral. Community cats are exempt from any licensing requirements required under this Chapter.
- (b) "Community cat caregiver" is a person who registers with Animal Services as a community cat caregiver to provide food to community cats. A community cat caregiver is not the owner of a community cat.

5.08.460 - Community cat caregiver.

It shall be unlawful for any person within the City of Tracy to intentionally provide food, water, or other forms of sustenance to a community cat, unless the person registers as a community cat caregiver with Animal Services. Animal Services may impose certain conditions and requirements for a person to register as a community cat caregiver.

Article 7. - Breeder certificates

5.08.470 – Definitions.

- (a) The term "breeder certificate" shall mean a written authorization issued by Animal Services giving the holder of the certificate permission to breed one (1) litter per year per designated animal.

(b) The term "breeder certificate holder" means the individual who applies for and obtains a breeder certificate from Animal Services.

5.08.480 – Breeder certificate requirements.

- (a) A breeder certificate shall be effective for a period of one (year). Upon application and issuance of a breeder certificate, Animal Services will provide a breeder certificate number. The designated animal must be licensed pursuant to Section 5.08.130 of this Chapter. The fee for a breeder certificate shall be established by resolution of City Council.
- (b) Any breeder certificate holder who advertises to the public the availability of any dog or cat for sale, adoption, or transfer, whether for compensation or otherwise, must prominently display the breeder certificate number on any such advertisement. Further, the breeder certificate holder must provide the breeder certificate number on any receipt of sale or transfer document to any person who purchases, adopts, or receives any animal from the breeder certificate holder.
- (c) A breeder certificate holder may not sell, adopt, or transfer, whether for compensation or otherwise, any animal until it has reached the age of at least seven (7) weeks and has received its first immunization.
- (d) The following animals are exempt from the breeder certificate requirements:
 - (1) Dogs appropriately trained and actively used by law enforcement agencies for law enforcement and rescue activities;
 - (2) Animals under the care of governmental agencies or Animal Services;
 - (3) Dogs documented as guide, signal, or service dogs;
 - (4) Dogs documented and enrolled in a guide, signal, or service dog breeding program;
 - (5) Dogs and cats under the care of valid 501(c)(3) animal rescue organizations at the discretion of Animal Services;
 - (6) Dogs and cats under the care of humane societies or societies for the prevention of cruelty to animals at the discretion of Animal Services; and
 - (7) When a veterinarian has determined that spaying or neutering is inappropriate due to the animal's age or health.

Article 8. – Mandatory Microchipping for dogs and cats

5.08.490 – Requirements.

- (a) All dogs and cats over the age of four (4) months and kept within City limits for a period of sixty (60) days or longer must be implanted with an identifying microchip. The owner or custodian of the dog or cat shall provide the microchip number to Animal Services within thirty (30) days of the microchipping procedure.
- (b) If a dog or cat is adopted from the animal shelter and is not microchipped, the new owner shall provide Animal Services with documentation that the dog or cat has been microchipped within thirty (30) days of the date the dog or cat is adopted.
- (c) If a microchipped dog or cat is sold, adopted, or transferred, the new owner shall provide Animal Services with his or her current address and contact information.

5.08.500 – Exemptions.

- (a) This article does not require that a dog or cat be microchipped if a licensed veterinarian certifies in writing to Animal Services that the dog or cat is medically unfit for the microchipping procedure.
- (b) This article does not require a dog or cat be microchipped in the event doing so would impose an economic hardship for the owner. Animal Services may require the owner to sign an economic hardship form.



teamshelter usa

**ANIMAL CONTROL AND
SHELTERING ASSESSMENT
City of Tracy, California**

Sara Pizano, DVM, MA

Animal Welfare Strategist and Veterinarian

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INTRODUCTION

Team Shelter USA, LLC accepted the invitation to complete an operational assessment for the city of Tracy Animal Services shelter at the recommendation of the University of California, Davis, Koret Shelter Medicine team. Recommendations are based on national core Best Practice standards as per the:

- ◊ Association of Shelter Veterinarians, *Guidelines for Standards of Care in Animal Shelters*
- ◊ University of California, Davis Koret Shelter Medicine program
- ◊ Million Cat Challenge
- ◊ Humane Society of the United States
- ◊ ASPCA
- ◊ Best Friends Animal Society
- ◊ Maddie's Fund
- ◊ Alley Cat Allies
- ◊ Animal Welfare Administrators

All strategies are further detailed on each of those organization's websites and this report will include high level recommendations with reasons, research, studies, surveys and examples of successful programs available in ***The Best Practice Playbook for Animal Shelters*** (playbook), also written and published by the author of this assessment report. All municipal leaders are strongly encouraged to read the playbook as this is the key to understanding how the most effective, efficient, compassionate and fiscally responsible animal control and sheltering system can be created.

Prior to and during the onsite community and shelter assessment that took place the week of July 8 through 12, research was conducted that included the review of all laws pertaining to Tracy Animal Services from the California Penal Code to the city of Tracy municipal code, current Standard Operating Procedures/ASO manual, Table of Organization, budget line items, reports to council (December 18, 2018 and March 19, 2019), council meeting recordings with public hearings regarding Tracy Animal Services complaints from both December 2018 and March 2019, historical statistics from 2016 to present and the assessment report completed by Kelley Bollen regarding the behavior evaluation of shelter dogs.

Team Shelter USA was joined by Dr. Cindi Delaney and Dr. Cynthia Karsten who will continue to provide support for the city and shelter. These University of California, Davis veterinary faculty were invited with the intent to provide continuity the implementation of recommendations moving forward. This assessment also includes a monthly conference call for leadership with Team Shelter USA for the next 3 months.

During the onsite visit, Team Shelter USA met with the shelter staff, observed staff performing many of their duties, visually evaluated the shelter pets, met with the Mayor, pro tem Mayor, 2 council members and the city manager as well as several of the rescue partners. A Best Practice presentation was hosted for the community and well

received. The power point has been posted on the city and shelter website (attachment 1) and the presentation available on You Tube (<https://www.youtube.com/watch?v=xQ4NonkXjWk&feature=youtu.be>).

This report will address the systems that affect all aspects of shelter and field services and include public policy, responsibilities of the council, responsibilities of the city manager, community programs, partnerships, intake procedures, basic animal care, population management, live outcome programs and euthanasia.

The traditional animal control and sheltering system is antiquated and is no longer considered acceptable. Thankfully, progressive sheltering and field services addresses and proves that the responsibilities of a municipality with regards to the enforcement of public and animal safety can and should be married with life-saving and community service.

The current benchmark of saving more than 90% of the animals entering a shelter is an acceptable guide but is quickly becoming out of date in many communities (The percentage of animals saved over 90% is often called 'no-kill' but there is no regulatory agency defining such an organization and that language is controversial). In short, euthanasia must be reserved for large dogs too aggressive to safely rehabilitate and pets with medical conditions beyond reasonable hope with many municipal public shelters proving it is possible to attain with collaborative public/private partnerships. There may be times when those conditions are met and the Live Release Rate is under 90%.

Tracy Animal Services is highly commended for embracing partnerships with rescue groups and welcoming the public to adopt. **Those collaborative efforts resulted in an impressive 89% Live Release Rate for dogs in 2018, the highest percentage to date for the organization.** The Live Release Rate for cats has also increased in the last 3 years to an all-time high in 2018 of 80% and when recommendations in the report are implemented, the euthanasia of healthy cats will end. Shelter staff are committed to the pets in their care and enthusiastic about improving the shelter and adopting additional Best Practices.

Moving forward, the city of Tracy has the opportunity to create a national model for animal control and sheltering. An experienced shelter leader is of paramount importance and the city manager should strongly consider reclassing the current supervisor position to a manager level in an effort to attract the appropriate candidates.

The shelter manager must have experience in progressive sheltering, be an excellent communicator and public speaker (especially under pressure and with the media) and have superior management and organizational skills. The recommendations in this assessment report should be completely familiar to the new shelter leader and this position reclassed and filled as soon as possible. In the meantime, there are many items that can be addressed.

The shelter operation is currently under budgeted and council must consider allocating a 'baseline' budget. Unfortunately, there is no standard per capita recommendation

nationally, with ranges found from \$1.68 to \$20+ per capita. Many operational recommendations are budget neutral or will generate a cost savings while others will require 'additional' allocations to get to baseline. The most successful municipal shelters have strong private partnerships that offset costs with donations, grants and fundraising. This is true regardless of the chain of command over the shelter operation and most important to help pets in need of medical/surgical intervention, however, once an animal enters the shelter system, they must be provided with basic care.

TECHNOLOGY, DATA AND TREND ANALYSIS

Positives

- ◊ Drastic decrease in euthanasia percentage of euthanasia (17% in 2016 to 11% in 2018 for dogs and 57% in 2016 to 20% in 2018 for cats)
- ◊ Chameleon shelter software already in place, considered the gold standard
- ◊ 4 staff recently attended national Chameleon conference to learn how to further utilize the software potential
- ◊ Steps to automate information taken, with Postmaster add-on already in place that will allow for daily communication with rescue partners regarding pets in need
- ◊ Pictures of shelter pets now auto-posted on PetHarbor
- ◊ Plans for Chameleon staff to provide onsite training at the shelter
- ◊ Dr. Cindy Delaney available to assist with recommended Chameleon reports
- ◊ Staff advocating for shelter pets on Facebook

Recommendations

<i>Opportunities for Improvement</i>	<i>Action Steps</i>
Ensure consistency of data entry	Update Standard Operating Procedures regarding Chameleon data entry and institute quality control checks for manager to monitor and correct any issues
Further automate pictures at intake	Purchase Cham Cams that will streamline uploading pictures on intake
Begin Plan of Action to live outcome at point of intake	Post picture of all pets on intake to include owner surrenders (with the exception of enforcement cases)
Ensure consistency of data entry regarding behavior	Create template for behavior evaluation information in Chameleon

Decrease number of calls to the shelter	Ensure all pertinent information needed by the public is easily accessible on the website
Ensure all information regarding licensing dogs for the public is captured accurately	Enlist the help of Chameleon staff to analyze data and create useful reports for management of program and quality control for manager to monitor and correct any issues
Further automate use of Chameleon	Use Chameleon bar code and scanner system and consider Mobile Chameleon
Create Population Management reports	Enlist the help of Chameleon staff and/or Dr. Delaney to create useful reports that include but are not limited to (1) pets needing a picture, (2) pets needing vaccines, (3) pets needing medical care, (4) intact pets, (5) length of stay, (6) pets posted for rescue or foster care, etc.
Now that surveillance cameras are installed in the shelter, discontinue the use of body cameras while Animal Control Officers (ACOs) are in the shelter	Reserve body cameras for Animal Control Officers when working in the field
Improve communication with the public/rescue partners regarding shelter pets	<p>(1) Update website content in line with Best Practice recommendations as adopted</p> <p>(2) See Hillsborough County Pet Resource Center's Online Kennel/ use of Chameleon for population management available to the public at https://youtu.be/Gw8quzAI0sM</p>

PUBLIC POLICY

(Note: See Redline Ordinance Revision Recommendations in city code, attached separately via email)

Positives

- ◊ As per California Penal Code, 3-day stray hold for dogs and cats but no restrictions about sterilization during the stray hold
- ◊ San Joaquin County code silent on cats and otherwise in line with California Penal Code regarding 3-day stray hold
- ◊ City of Tracy code allows for spay/neuter deposit if needed

Recommendations

Opportunities for Improvement	Action Steps
Observe California Penal Code 3-day stray hold since non-productive for cats (see Return to Field) and most dogs reclaimed within 3 days. This will allow for a shorter length of stay to a live outcome opportunity.	(1) See redline code revision recommendations (2) Council to consider approving 3-day stray hold to live outcome as pilot program while code revisions in progress
Eliminate pet limits since not correlated with responsible pet ownership	See redline code revision recommendations
Add provisions for community cats (see Return to Field)	See redline code revision recommendations
Increase the Return to Owner rate of dogs while increasing the rate of sterilization/rabies vaccinations and microchip, all of which benefit the shelter operation/community	Provide financial incentive for owner reclaiming dog to sterilize/rabies vaccinate/license and chip in lieu of fines/fees
Improve communication with the community of animal welfare advocates and the protection of staff	Implement recommendations in this report to ensure seamless communication with animal welfare advocates and consider taking action against those seriously harassing/threatening staff and volunteers as per 5.08.150 in the city code regarding interference with official duties

ENFORCEMENT

Positives

- ◊ ACOs attempt to reunite pets in the field
- ◊ Body cameras worn in the field for the protection of ACOs
- ◊ ACOs cross trained and help in the shelter when needed

Recommendations

Opportunities for Improvement	Action Steps
Focus on true public and animal safety	Discontinue the convenience transport of community cats for the purpose of shelter intake (with the exception of true public/animal safety enforcement cases)

Minimize duplication of work between CAD and Chameleon systems	(1) Update Standard Operating Procedures and create reports so management can monitor workload and manage/adjust resources accordingly (quality control) (2) Analyze workload in the field to identify opportunities to focus on true public and animal safety
Make sure ACO calls are dispatched appropriately	Provide training to central dispatch staff and ensure staff has access to needed information to provide constituent assistance
Ensure true universal scanners in each enforcement vehicle	Purchase Datamars Universal Scanner for each vehicle (considered the best)
Adopt same sanitation practices for vehicles done in the shelter to minimize the transmission of infectious diseases	Use accelerated hydrogen peroxide (Rescue) for all shelter sanitation

COMMUNITY PROGRAMS

TARGETED SPAY/NEUTER

Positives

- ◊ Voucher program in place for pet owners who are socioeconomically disadvantaged
- ◊ 8 local veterinary hospitals and high volume spay/neuter clinics within an hour who can potentially be engaged as Service Provider partners
- ◊ Subsiding spay/neuter for socioeconomically disadvantaged pet owners is correlated to decreasing shelter intake

Recommendations

<i>Opportunities for Improvement</i>	<i>Action Steps</i>
Provide fully subsidized spay/neuter surgery for 230 dogs and 230 cats per year for pet owners who qualify (other targeted groups include large breed dogs and community cats)	(1) Create public/private partnership to fund program for socioeconomically disadvantaged pet so total co-pay under \$20 all inclusive (preferably free) and consider not limiting 2 per household

	<p>(2) Create network of Service Providers that includes private veterinary hospitals</p> <p>(3) Create transport partnerships with area non-profit spay/neuter clinics (ACT Spay/Neuter Clinic in Stockton, Turlock Spay/Neuter Clinic and East County SPCA in Dublin)</p>
As above, provide financial incentive for owner reclaiming their dog to sterilize/rabies vaccinate/license/microchip	Discontinue using fees and fines from owners reclaiming their dogs as revenue (see redline code revision recommendations)

SAFETY NET

Positive

- ◊ Rescue partners already working to keep pets out of the shelter
- ◊ Shelter staff suggesting alternatives to intake
- ◊ Safety Net programs common in other communities with no increase in staff or budget at both municipal and private shelters (assuming baseline budget met)
- ◊ VIP Pet Care provides low cost vaccines for the public every Sunday at the shelter
- ◊ Effective Safety Net programs correlate to decreased shelter intake
- ◊ Pet owners surrendering often do not want to but do not have access to temporary help. Safety Net provides assistance in a way other than shelter intake.

Recommendations

<i>Opportunities for Improvement</i>	<i>Action Steps</i>
Reserve shelter space for pets with no other alternatives	<p>(1) Create public/private partnerships and develop resources to help pet owners keep or place their pets directly (note: many municipal and private shelters are creating these programs with in kind donations and services that are budget neutral)</p> <p>(2) Consider a hotline with a call back service provided by trained volunteers to assist pet owners</p>

	(3) Brand home-home.org website for the shelter that will link owners needing to place their pets with those wanting to adopt thus bypassing the shelter
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MANAGED ADMISSION

Positives

- ◊ Managed Admissions is a key strategy that will productively decrease shelter intake by assisting constituents in ways other than intake thus decreasing the use of reactive resources and cost of care. Many municipal and private shelters have Managed Admissions programs.
- ◊ Appointment already required for an owner surrendering a pet limited to 3 dogs and 3 cats per week
- ◊ Lag time between the time appointment is made and pet accepted into the shelter while owner encouraged to find another alternative
- ◊ Owner surrender fee charged

Recommendations

Opportunities for Improvement	Action Steps
Days/hours for intake of animals by the public and ACOs far greater than live outcome opportunities such as return to owner, adoption and rescue	<ul style="list-style-type: none"> (1) Consider focusing ACOs on public and animal safety Monday through Friday during the day and reserve weekends for emergencies only (2) Reserve weekends for live outcome only (3) Establish goal of opening 7 days a week for live outcome that include at least 2 evenings during the week
Ensure all other options exhausted prior to accepting an owner surrendered pet into the shelter	Require that all owned pets be posted on home-home.org for one month prior to being accepted into the shelter
Discontinue accepting owner surrendered large dogs with known aggression that are a liability and challenging to place and who may be euthanasia candidates	<ul style="list-style-type: none"> (1) Network with dog trainers and rescue groups who specialize in dogs with behavior issues to possibly provide assistance to owner (2) Require an owner signs a 'euthanasia request' for a

	potentially dangerous dog if accepted into the shelter
Ensure those inquiring about surrendering a pet are routed through the Safety Net program first	Create Safety Net (as above)
Enlist Good Samaritans as foster care volunteers in lieu of intake	Provide preventive care for kittens and puppies, schedule spay/neuter, provide food/supplies and ask Good Samaritan to foster and find permanent placement

RETURN TO FIELD (COMMUNITY CATS)

Positives

- ◊ Return to Field (RTF) proven program that is considered standard in most communities (attachment 2), including enforcement agencies that oversee animal control and sheltering (attachment 3)
- ◊ Partial program already in place with Save the Ferals (although community cat defined as an outside cat who is friendly or feral)
- ◊ Great opportunity to eliminate wasteful practices, decrease shelter intake, provide sustainable resolution for constituents and achieve a 90% or better live outcome for cats immediately while returning cats to their original home location
- ◊ Save the Ferals recently received a \$5,000 grant from Maddie's Fund to pay for spay/neuter of community cats
- ◊ No legal barrier for this program with city code revision recommendations made only to establish clear definitions

Recommendations

<i>Opportunities for Improvement</i>	<i>Action Steps</i>
Create spay/neuter plan for community cats	Network with all local/area veterinarians and spay/neuter clinics so community cats have an avenue for spay/neuter in lieu of shelter intake (as above)
Create spay/neuter budget for community cats so they bypass the shelter and go directly to surgery then returned to their original location the next day	Work with local non-profits to identify funding to subsidize spay/neuter for community cats in addition to the grant secured by Save the Ferals
Focus ACOs on true public and animal safety	Discontinue having ACOs transport community cats unless injured or part of an enforcement case

Decrease workload for staff	Ask Good Samaritan to take cat to spay/neuter appointment and return to original location the following day
Create plan for all community cats to be returned to their original location the day after surgery	Assign a staff person or enlist a volunteer to return cat if Good Samaritan not available
Ensure cat is returned to their original location where they were already cared for the day after surgery	Ensure accurate location where cat was picked up is entered in Chameleon
Address high shelter intake areas of community cats through Trap/Neuter/Return (TNR)	Using GPS mapping, create plan/budget to TNR the areas where most community cats are originating in collaboration with existing TNR groups

VOLUNTEER PROGRAM

Positives

- ◊ New volunteer program in place
- ◊ 11 volunteers working currently under new program
- ◊ Great interest from the community to volunteer and help shelter pets

Recommendations

Opportunities for Improvement	Action Steps
Ensure all Standard Operating Procedures for staff and volunteers updated and in line with Best Practice recommendations	Assign new shelter manager or designee to update all Standard Operating Procedures
Capture all volunteer hours	Require that volunteers sign in and out so hours can be recorded and used to gauge progress with the program and to apply for grants that will request this information if it pertains to volunteers (Consider Volgistics volunteer management software)
Standardize the volunteer program	Read the Humane Society of the United States <i>Volunteer Management for Animal Care Organizations</i>
Create easy streamlined pathway for community members to volunteer	Include volunteer guide, information, recorded orientation online and registration

Capitalize on knowledgeable community members to assist dogs with behavior issues	Identify dog trainers who can volunteer on a regular basis to work with large dogs in particular
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INTAKE PROTOCOL

Positives

- ◊ Incoming puppies and kittens between the ages of 8 weeks and 4 months vaccinated on intake
- ◊ Walk on scale for dogs in grooming room and cat scale available
- ◊ Already have veterinarian on record
- ◊ Pets in need of medical help may be taken to a partner veterinarian

Recommendations

Opportunities for Improvement	Action Steps
Non-negotiable: vaccinate <i>all</i> pets on intake	Use Vetcove.com to identify best shelter pricing for vaccines and provide vaccines for all incoming pets. Puppies over 4 weeks should receive a modified live DH2PP and dogs over 6 months should also receive a modified live vaccine against kennel cough. Felines over 4 weeks of age should receive a modified live FVRCP. Boosters should be scheduled every 2 weeks until the age of 20 weeks (but should be in their new placement long before that time then the responsibility of the new owner).
Non-negotiable: deworm all pets on intake	Purchase broad spectrum dewormer such as Pyrantel Pamoate
Non-negotiable: provide flea/tick control	Purchase flea/tick control
Capture all pertinent information for all pets on intake including location where a community cat originated	Update Standard Operating Procedures and institute quality control checks
Record pet's weight on intake	Ensure both the walk on scale and cat scale are calibrated and accurate
Ensure each shelter pet identifiable	Place identification neck band on each shelter pet with their Chameleon ID and name (exceptions may be dangerous dogs and neonates)
Begin Plan of Action at point of intake	See Population Management

Ensure no delay when pet needs medical attention	Hire part-time veterinarian responsible for shelter medicine, care of pets, treatment plan and plan for referral to private veterinarian (see Budget regarding current line item allocations)
Focus efforts on canines and felines	Discontinue accepting pocket pets (guinea pigs, rabbits, reptiles, etc.)

POPULATION MANAGEMENT

Positives

- ◊ Commitment to spay/neuter all pets before going home with adopter
- ◊ Staff committed to saving and helping shelter pets

Recommendations

Opportunities for Improvement	Action Steps
Begin Plan of Action at intake that will lead to the shortest length of stay in the shelter	<ol style="list-style-type: none"> (1) Use Postmaster for daily auto-emails to rescue partners (2) Ensure all information captured at intake is accurate so reports can be utilized for Population Management such as intact pets needing spay/neuter, etc. (3) Remove any self-imposed holds on owner surrendered pets (owner surrendered pets are not subject to a hold period once they enter the shelter) (4) Abide by California Penal Code stray hold of 3 days and allow for foster or rescue during stray hold with a signed agreement (5) Place pets back with their owner, in foster care, transferred to rescue or adopted on a first come/first serve basis
Discontinue housing puppies and kittens at the shelter	Create a foster program (will need if Good Samaritan unable to foster at point of intake) and use Postmaster auto-emails to alert foster volunteers and/or allow rescue partners to transfer

	underage puppies and kittens during stray hold (release should stipulate returning the pet if the owner is found within the 3-day stray hold period)
Establish goal of pre-adoption spay/neuter so pets do not stay in the shelter while waiting for their appointment even if adopted	<p>(Intentionally repeated)</p> <p>(1) Create network Service Providers that includes private veterinary hospitals</p> <p>(2) Create transport partnerships with area non-profit spay/neuter clinics (ACT Spay/Neuter Clinic in Stockton, Turlock Spay/Neuter Clinic and East County SPCA in Dublin)</p>
Discontinue labeling any dog with behavior issues in the shelter as 'rescue only'	Capture and record any behavior issues in Chameleon behavior template with the goal of making the right adoption match (see Kelley Bollen report and Adoptions)
Ensure shortest length of stay for all shelter pets	Have at least one staff person assigned to do rounds daily to identify and resolve any bottlenecks to outcome

CATS: HOUSING, SANITATION AND ENRICHMENT

Positives

- ◊ Double sided generously spaced cat condos
- ◊ Litter and food/water/bed separated
- ◊ Soft bedding provided
- ◊ Natural light in cat adoptions and holding

Recommendations

Opportunities for Improvement	Action Steps
Discontinue using Pine-sol and/or unmeasured bleach in the shelter for sanitation (attachment 4 applies to dogs and cats)	Use accelerated hydrogen peroxide (Rescue) for all shelter sanitation
Decrease stress in cats that leads to upper respiratory infections	Implement spot cleaning for cats and reserve sanitation after the cat leaves the enclosure permanently
Provide quiet area for community cats if do enter the shelter and while waiting	Create Return to Field program along with targeted TNR in high intake areas

for spay/neuter since outside area is immediately adjacent to dog kennels	
Decrease stress for community cats and risk for staff	House community cats inside in double sided cat condos with feral dens
Provide food options for cats	Feed all cats canned food twice daily (along with dry food provided all day in a separate bowl)
Provide ledge for cat to perch in cat condo, area for hiding, etc.	See: https://www.sheltermedicine.com/library/diy-housing-accessories/projects-for-feline-housing/
Ensure best enrichment provided	Have all staff and volunteers complete Fear Free training (shelter certification due out in August of 2019 that will be provided at no cost)

DOGS: HOUSING, SANITATION AND ENRICHMENT

Positives

- ◊ Double sided indoor/outdoor runs in pods
- ◊ Access to fresh air
- ◊ Sound abatement in dog kennels
- ◊ Soft beds and toys provided
- ◊ Grooming room with window so the visiting public can see care of dogs in progress
- ◊ Volunteers and staff walk dogs as much as possible
- ◊ 1 outdoor play yard
- ◊ Attention to making the right placement for dogs with a history of or exhibiting behavior issues.
- ◊ Assessment by Kelley Bollen, MS, CABC done in March of 2019

Recommendations

Opportunities for Improvement	Action Steps
Discontinue using Pine-sol and unmeasured bleach	Use accelerated hydrogen peroxide (Rescue) for all shelter sanitation
Use behavior information to create the best match (see also Kelly Bollen report)	Use paper behavior template to capture information in real time then enter in standardized Chameleon record template
Minimize the length of time large dogs with behavior issues stay at the shelter	(1) Focus Safety Net on large dogs to decrease the number entering the shelter

	<ul style="list-style-type: none"> (2) Create niche of foster volunteers that foster large dogs that get placed directly from foster care through an Adoption Ambassador program (3) Highlight large dogs available for adoption by capturing their positive traits via video or engaging pictures/stories (4) Send dogs to foster care during the stray hold (as above)
Consider adopter for a large dog depending on identified behaviors	<ul style="list-style-type: none"> (1) Create decision tree for adoption for dogs based on certain behavior traits so may go to an adopter who is an appropriate match. (2) Watch webinars <i>Assessing Canine Behavior in the Shelter: Input from Multiple Sources</i> and <i>Assessing Canine Behavior in the Shelter: Input from Multiple Sources</i> at aspcapro.org
Provide off leash, outside play time for dogs	<ul style="list-style-type: none"> (1) Create budget to build additional outdoor play yards with artificial turf and shade in front of the shelter that can be seen by the public driving by (2) Collaborate with community to raise funds for play yards via public/private partnerships (3) Research Dogs Playing for Life play groups at dogsplayingforlife.com
Improve palatability of food	Feed a mixture of canned and dry food twice daily
Ensure best enrichment provided	Have all staff and volunteers complete Fear Free training (shelter certification due out in August of 2019 and will be provided at no cost)

LOST AND FOUND/RETURN TO OWNER (DOGS)

Positives

- ◊ ACOs attempting to reunite dogs in the field
- ◊ 47% RTO rate for dogs in 2018, above the national average of 20%
- ◊ Return to Field program for cats analog to Return to Owner (RTO) program for dogs (RTO rate for cats in 2018 was 3% which is the national average)
- ◊ Lost and Found notebooks in shelter lobby with flyers so Good Samaritans and owners who have lost their pets can potentially connect and prevent a shelter intake
- ◊ Recently changed policy and now taking Lost and Found information over the phone as opposed to requiring owners physically come to the shelter

Recommendations

<i>Opportunities for Improvement</i>	<i>Action Steps</i>
Provide avenue for owners to file a Lost and Found report online	Add feature to website
Increase number of dogs reunited in the field	Purchase Datamars Universal Scanner for each vehicle (considered the best)
Increase number of stray dogs reunited from the shelter and ensure they will not contribute future litters, etc.	<ul style="list-style-type: none">(1) Create incentive to sterilized/vaccinate/license and microchip in lieu of fees and fines to reclaim(2) Create clear pathways for Lost and Found assistance from the city of Tracy Animal Services Unit website

FOSTER PROGRAM

Positives

- ◊ Great potential to engage the community to help pets in need while decreasing length of stay

Recommendations

Opportunities for Improvement	Action Steps
Productively decrease shelter intake, decrease length of stay and enhance the rate of permanent placements through foster care volunteers	Create foster care program and allow pets to be cared for in foster care even if during the stray hold
Automate communication with foster volunteers as much as possible	Designate a point person and set up Postmaster system for foster volunteers to streamline initial communication
Encourage and empower foster volunteers to find permanent placement for fosterlings	Provide supplies, preventive care, spay/neuter and adoption opportunities for foster volunteers
Decrease length of stay for all pets, in particular neonates who are at high risk of contracting an infectious disease in the shelter and large dogs not acclimating to the shelter	Transfer neonates and those large to foster care as soon as possible
Decrease length of stay in the shelter	Create Foster to Adopt program during the stray hold with a contractual agreement that the pet will be returned within the 3-day stray hold if the owner is found

ADOPTION

Positives

- ◊ Low cost adoption fee for fixed income person funded through donations
- ◊ Low adoption fee if pet enters the shelter already spayed or neutered
- ◊ Not routinely testing cats for Feline Immunodeficiency Virus or Feline Leukemia Virus

Recommendations

Opportunities for Improvement	Action Steps
Remove barriers for RTO program (as above)	Discontinue using revenue from RTO fees to fund adoption subsidy for fixed income person and depend on donations only
Decrease length of stay and increase adoption rate	(1) Implement low fee adoptions for felines (such as the current \$6 fee and \$35 adoption fee for canines)

	<p>and <i>include</i> sterilization, preventive care on intake, rabies vaccination and microchip</p> <p>(2) Establish goal of pre-adoption spay/neuter</p> <p>(3) Allow potential adopters to visit with all dogs even if on stray hold (unless concern regarding aggressive behavior)</p>
Educate potential adopter about introducing new pets into the home before adoption so they have realistic expectations	Discontinue the practice of current dogs meeting the potential new dog at the shelter since behavior in high stress environment does not correlate to future relationship
Ensure smooth transition of new pet into the home	Provide adoption follow up within 3 days of adoption (this can be done by trained volunteers)
Create open conversational adoption program	<p>(1) Empower staff to make the right match for each shelter pet with an adopter and remove the restriction of automatically designating a dog 'rescue only'</p> <p>(2) Require all staff and volunteers read <i>Adopters Welcome</i> by the Humane Society of the United States</p>

RESCUE PARTNERS

Positives

- ◊ Work with over 100 rescue partners
- ◊ Rescue groups are significant life-saving partners
- ◊ Coalition of rescue groups recently started meeting to identify ways they can help shelter pets more
- ◊ 501c3 non-profit status for the Friends of the Tracy Animal Shelter filed recently
- ◊ No charge for rescue partners to transfer pets

Recommendations

Opportunities for Improvement	Action Steps
Emails to rescue partners regarding pets in need not done on a daily basis	Populate rescue partner contact (1 per group) in Postmaster add-on so may

	receive daily emails regarding shelter pets in need
Improve communication with the public and rescue partners	(Intentionally repeated) See Hillsborough County Pet Resource Center's Online Kennel/ use of Chameleon for population management at https://youtu.be/Gw8quzAI0sM
Decrease length of stay	(Intentionally repeated) Allow for first come/first serve and release during stray hold in foster status with a contractual agreement that the pet would be returned if the owner was found during the stay hold
Increase the number of pets transferred to rescue	Provide preventive care on intake and sterilization/microchip/rabies vaccination

EUTHANASIA

Positives

- ◊ Adopters, staff and rescue partners, increased percent of dogs saved from 83% in 2016 to an impressive 89% in 2018
- ◊ Increased percent of cats saved from 43% in 2016 to 80% in 2018
- ◊ Most staff euthanasia certified so may euthanize onsite if pet is suffering (this also minimizes the effects of Compassion Fatigue for staff)
- ◊ Compassionate staff take many things into consideration and make all euthanasia decisions as a team
- ◊ As per the Humane Society of the United States Euthanasia Reference Manual, sedation may be done on a case by case basis but may not be appropriate for every pet. At the shelter, dogs are sedated prior to euthanasia and staff recently began sedating feral cats prior to euthanasia.

Recommendations (Intentionally Repeated)

Opportunities for Improvement	Action Steps
Implement Safety Net and enhanced Managed Admission that will productively decrease intake and euthanasia numbers even further	<ul style="list-style-type: none"> (1) Create Good Samaritan and regular foster care program, especially for neonates and large dogs (2) Create Safety Net coalition and engage volunteers to provide call back service for pets in need

	(3) Create RTF program for community cats
Decrease the number of community cats who enter the shelter that will end euthanasia of healthy cats	Discontinue having ACOs pick up healthy community cats for the purpose of shelter intake
Decrease length of stay in the shelter that will decrease risk of illness and euthanasia	Implement first come/first serve system with foster volunteers, adopters, rescue partners
Limit handling/transfer of cages for feral cats, decrease stress for staff and cats if need to be euthanized (will be very low number once RTF program in place)	(1) Purchase injection pole (2) Use injection pole while cat is in their feral den and inject euthanasia solution intraperitoneally (3) Purchase trap fork. If cat is in trap, use fork to keep cat against the end of the trap and inject euthanasia solution intraperitoneally.

BUDGET

Positives

- ◊ Big Heart Fund in place to accept donations for veterinary services and low-cost adoptions
- ◊ Many opportunities to eliminate wasteful practices such as transporting/housing community cats, self-imposed holds that increase lengths of stay and costs of care, etc.
- ◊ Friends of Tracy Animal Shelter non-profit status pending
- ◊ City council keenly interested in understanding needs of the shelter as it pertains to the budget

Recommendations

Opportunities for Improvement	Action Steps
Provide basic care for shelter pets	Council to ensure baseline budget provided for non-negotiable recommendations*
Provide non-negotiable preventive care	Research shelter pricing through Vetcove.com for vaccines, deworming, flea/tick control (then propose budget amendment allocation)

Microchip all shelter pets (preferably at the time of spay/neuter when under anesthesia)	Consider Found Animal microchips since economical to purchase and no fee to register a new pet or change contract/address information in the future (then propose budget amendment allocation)
Provide spay/neuter for all adopters included in low cost adoption fee	(Intentionally repeated) <ul style="list-style-type: none"> (1) Create network of Service Providers that includes private veterinary hospitals (2) Create transport partnerships with area non-profit spay/neuter clinics (ACT Spay/Neuter Clinic in Stockton, Turlock Spay/Neuter Clinic and East County SPCA in Dublin)
Connect with national animal welfare organizations to capitalize on networking and grant funding opportunities	<ul style="list-style-type: none"> (1) Join the Million Cat Challenge (2) Become a Best Friends Network Partner (3) Report shelter statistics to Shelter Animals Count (required by funders) (4) Research grants and coordinate with local animal welfare organizations to apply for funding (most animal grant makers require collaboration)
Hire manager with experience in a progressive shelter	Reclass current shelter supervisor position to higher level manager position
Provide basic medical care for shelter pets	<ul style="list-style-type: none"> (1) Increase line item allocated for medical care (2) Create new position for part time veterinary position (or hire contract per diem veterinarian)
Designate a point person to oversee new foster care program, Return to Field and who is cross trained in the kennel and customer service	Fill vacant administrative assistant position if appropriate job description or reclass position so can assume these duties

*No national standard recommendation exists for the per capita budget of a shelter. Progressive municipal shelters have strong public/private partnerships with financial resources contributed by both organizational types in particular to help pets with medical needs.

PRIORITIES AND EXECUTIVE SUMMARY

Team Shelter USA is extremely grateful for the invitation to complete an operational assessment for the city of Tracy. Staff, leadership and county council are keenly interested in Best Practice standards and the assessment team welcomed. The community of animal welfare advocates has a strong desire to continue to help pets in need and this enthusiasm should be harnessed into an even greater public/private partnership.

Thanks to the hard work and dedication of both the shelter staff, the community of adopters and many rescue group organizations, the percentage of shelter pets saved is *highly commendable*. City of Tracy leaders are applauded for making the investment in an animal shelter and for working with the University of California, Davis design team, considered the best in the country.

There is no 'normal' chain of command for municipal shelters in the United States with some shelters under police, others under the health department while other shelter leaders answer directly to the city or county manager. Regardless of the structure, hiring a shelter manager with experience in a progressive shelter and strong leadership skills is essential.

However, when an enforcement agency, such as the police or sheriff operate an animal shelter, there is often conflict with the strict guidelines they follow. For example, background checks and fingerprints are not typically done before accepting a volunteer at a shelter. If the city of Tracy council elects to move the shelter under another department, it is absolutely essential that the shelter manager oversee the shelter as well as the Animal Control Officers since the intake and outcome of pets is intertwined. If the shelter manager is given the responsibility, they must also be given the authority over the staff.

The issues brought to the attention of shelter leaders and city council are the result of a traditional faulty foundation 'upstream' that causes many symptomatic issues 'downstream'. The recommendations in *The Best Practice Playbook for Animal Shelters* that are highlighted in this report will set the organization up to default to success.

Ordinance revision recommendations are based on input from national animal welfare attorneys. Council has the authority to grant permission to implement those as a pilot program while the official process is underway and is encouraged to do so.

The idea of Managed Admission means that constituents are receiving assistance but in a way that is different from the traditional shelter intake. Targeted spay/neuter, Safety Net and Return to Field for community cats are proven ways to *productively* decrease

intake and utilize existing resources in the most efficient way. For high risk pets such as neonates, community cats and large breed dogs, these programs are even more crucial.

Reserving shelter space exclusively for those animals with no other alternative is of paramount importance as once the pet is accepted into the shelter, preventive care on intake and provision for spay/neuter and microchipping for adopters is basic Best Practice. While there is no national standard per capita budget recommendation for shelters, progressive life-saving municipal shelters are proving that collaborating with non-profits amplifies the goals of each and everyone wins—the public entity, the non-profits, the community and the animals.

Euthanasia should be reserved for truly dangerous dogs unsafe to rehabilitate and medical cases beyond hope. The shelter staff and leadership does not take these decisions lightly and works together with adopters and rescue groups to save as many as possible and the euthanasia of healthy cats will end when the Return to Field program is in place. Moving forward, the simple Postmaster add-on that will allow for daily communication with rescue partners will help streamline the system. In the meantime, city staff must have the authority to weigh all factors to include the liability of releasing a large dog likely to bite and cause injuries.

Recommendations for additional staffing beyond the reclass of 2 positions and the addition of a part time or contract veterinarian will be made based on the decision to consider opening the shelter on Mondays and extending hours during the week so they are convenient to the working public.

Action steps that must be taken without delay are the purchase of vaccines and dewormer for all pets entering the shelter and ordering Rescue disinfectant. The balance of the recommendations are all important but leadership is encouraged to implement those that are simple and budget neutral immediately followed by those that will dramatically yet productively decrease shelter intake and length of stay.

There is already much to celebrate about the Tracy Animal Shelter and caring animal advocates in the community. Team Shelter USA and the University of California, Davis team look forward to assisting with the implementation of additional Best Practices and taking the shelter to the next level.

Attachments:

- (1) Best Practice Presentation
- (2) Community Cat Handout for Leaders
- (3) Cover, Brevard County Sheriff's Office Community Cat brochure
- (4) ASPCA Shelter Disinfectant Quick Reference

RESOURCES AND RECOMMENDED READING

WEBSITES

- sheltervet.org (The Association of Shelter Veterinarians)
- aspapro.org (The American Society for the Prevention of Cruelty to Animals)
- animalsheltering.org (Humane Society of the United States)
- bestfriends.org (Best Friends Animal Society)
- MaddiesFund.org (Maddie's Fund)
- alleycatallies.org (Alley Cat Allies)
- millioncatchallenge.org (Million Cat Challenge)
- petmicrochiplookup.org (AAHA Universal Pet Microchip Look Up)
- shelteranimalscount.org (Shelter Animals Count)
- atts.org (American Temperament Testing Society)
- fearfreepets.com (Fear Free Certification)
- kittenlady.org (Kitten Lady)

WEBINARS

- Best Practice Strategies for Redefining Animal Sheltering presented by Dr. Sara Pizano
- Return to Field: Putting Theory into Action Saving Cats presented by Cameron Moore
- Creating Responsible Lifesaving Public Policy: Solutions for Community Cats presented by Dr. Sara Pizano
- Stress Reduction: Happy and Healthy Shelter Cats on a Fast Track to Adoption presented by Dr. Brenda Griffin

BOOKS

- The Best Practice Playbook for Animal Shelters, Sara Pizano, DVM
- Shelter Medicine for Veterinarians and Staff, Lila Miller, DVM & Steven Zawistowski, PhD, CAAB
- Getting to Zero, Peter Marsh
- Replacing Myth with Math, Peter Marsh
- Humane Animal Control Manual, Best Friends

Every Nose Counts: A Guide to Using Metrics in Animal Shelters, J. Scarlett; M. Greenberg; T. Hoshizaki

Infectious Disease Management in Animal Shelters, Lila Miller, DVM & Kate Hurley, DVM

GUIDES

- The Association of Shelter Veterinarians Veterinary Medical Care Guidelines for Spay-neuter Programs
- The Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters
- Million Cat Challenge Initiatives
- Adopters Welcome, Humane Society of the United States
- Best Friends Community Cat Programs Handbook
- The Five Freedoms
- Managing Heartworm Disease in Shelter Animals
- Humane Society of the United States Volunteer Management for Animal Care Organizations
- Maddie's Pet Assistant
- American Animal Hospital Association, Vaccine Guidelines

OTHER REFERENCES

- Frequency of lost dogs and cats in the United States and the methods used to locate them; Weiss, Slater, Lord
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4494319/>
- ACC&D Position Statement: Modeling Study Advocating Use of Vasectomies and Hysterectomies in Feral Cat Management <http://www.acc-d.org/resource-library/position-statements/acc-d-position-statement-on-mccarthy-et-al>
- Rabies Surveillance in the United States during 2015, Mesert G. Birhane
<https://www.ncbi.nlm.nih.gov/pubmed/28467751>
- Feral and Stray Cats – An Important Difference; Alley Cat Allies
<https://www.alleycat.org/resources/feral-and-stray-cats-an-important-difference/>



PROVEN BEST PRACTICES

Sara Pizzano, DVM, MA

Animal Welfare Strategist



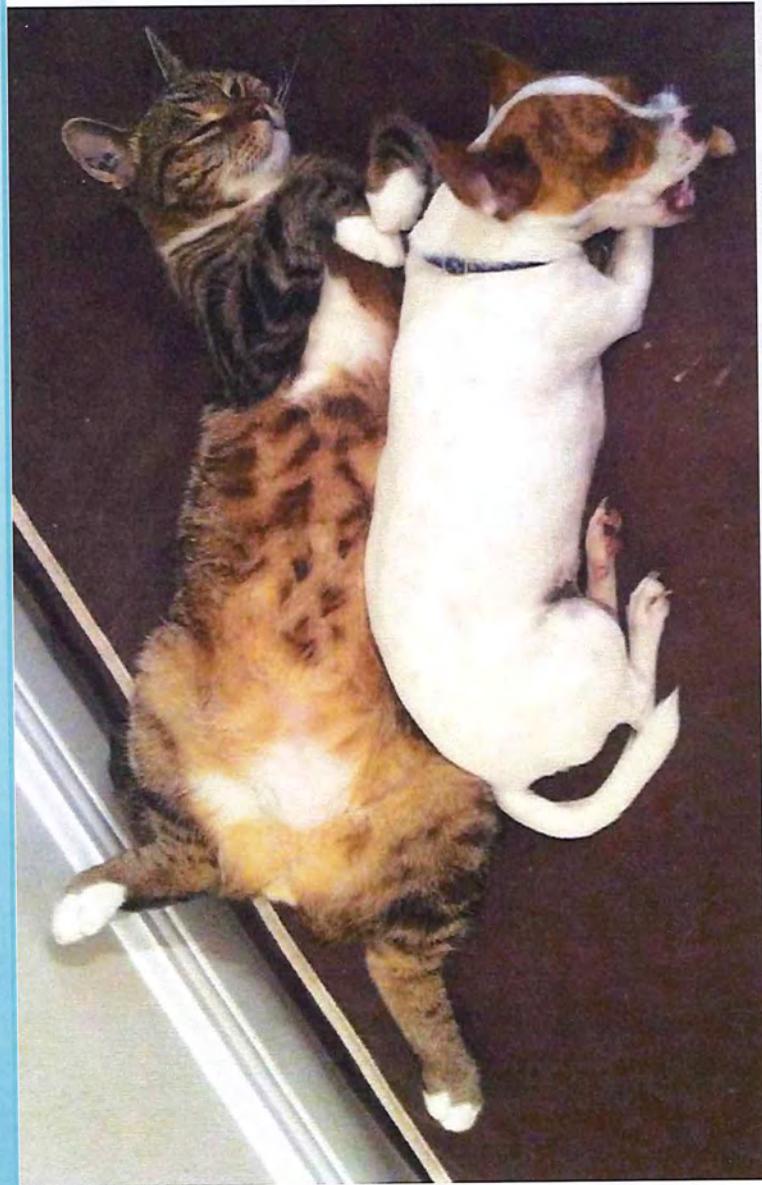
- Recommended by UC Davis**
- Advisor to Million Cat Challenge**
- Over assessment program at the University of Florida/MCC**
- Advisor to Best Friends**



~INTRODUCTIONS~

We are all part of the puzzle

teamshelter usa





OVER 100 COMMUNITY & SHELTER ASSESSMENTS

17 states since 2013

Rural, urban, large, small, higher and lower poverty rates

Only difference: latitude and longitude

SOLUTIONS ARE UNIVERSAL!



BEST PRACTICE PLAYBOOK FOR ANIMAL SHELTERS

What?

For who?

Where?

(Penny and Hank VERY excited!)



SARAH PIZZANO, DVM, MA
Edited by
Kate Hulsey, DVM, MPVM, DACVPM & Julie K. Levy, DVM, PhD, DACVPM



INFO IS A CLICK AWAY!

Association of Shelter Veterinarians

Millioncatchchallenge.org

[Best Friends.org](http://BestFriends.org)

ASPCApro.org

Maddiesfund.org, Animalsheltering.org



DEFINITIONS AND DISCLAIMERS

More than just 90%+, verbiage

Equal opportunity dogs and cats

Data is from public open admission
shelters but principals are universal





SYSTEMS CHANGE: WORKING SMARTER NOT HARDER!

Productively decreasing intake

Eliminating wasteful practices

Providing the best care and enrichment during the shortest length of stay in the shelter to a positive outcome

Results in true euthanasia only



{ STRATEGIC USE OF RESOURCES:
STAFF, MONEY, SHELTER SPACE,
VOLUNTEERS, PARTNERSHIPS... }



SAMPLE PROGRESS~INCREASED LIVE OUTCOME

	Time of Assessment	Within a Year/Current
Waco, TX	36%	90%+
Campbell County, KY	47%	90%+
Murray County, GA	50%	90%+
Anderson County, SC	49%	90%+
Huntsville, AL	68%	90%+



SAMPLE PROGRESS: 18 SHELTER ASSESSMENTS

Euthanasia decreased by

47,149

animals when comparing the year before and the year after



HERE IS WHAT I WANT YOU TO KNOW ABOUT SYSTEMS CHANGE...

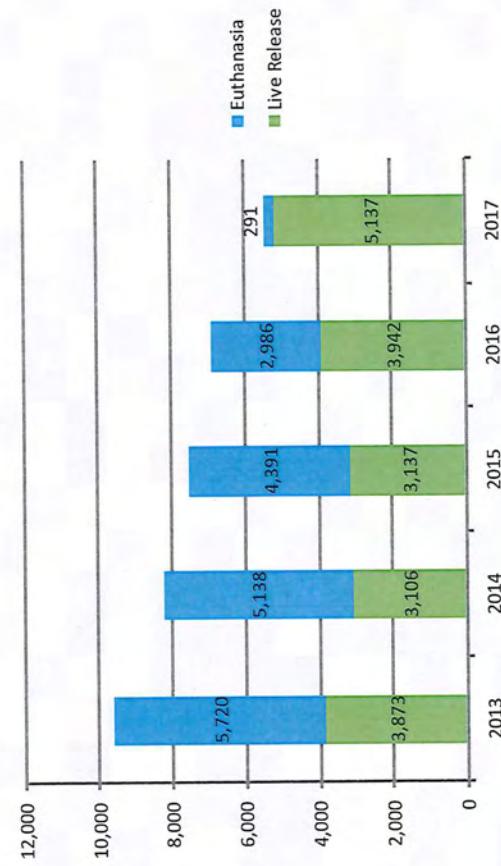
Everyone has something to offer~public/private partnerships key

Respect your microcosm and other perspectives

Make sure everyone leaves the table happy!

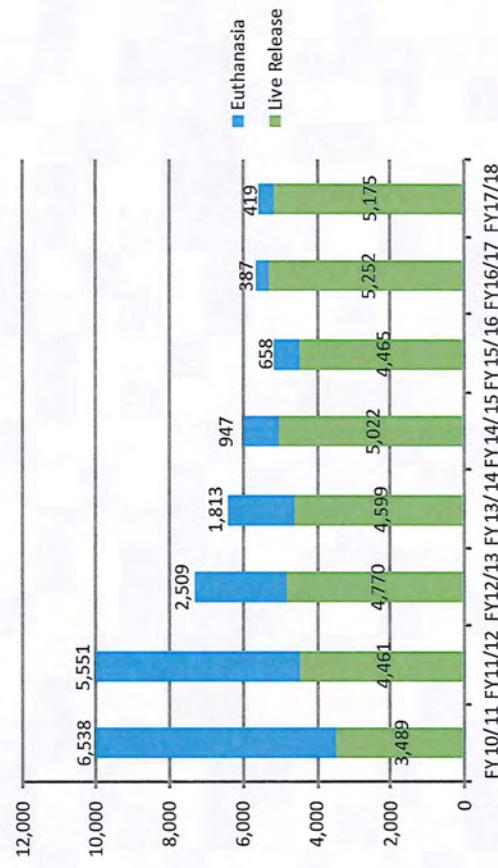


ANDERSON COUNTY, SOUTH CAROLINA (dogs/cats)





WACO, TEXAS (dogs and cats)





RESPONSIBLE PUBLIC POLICY

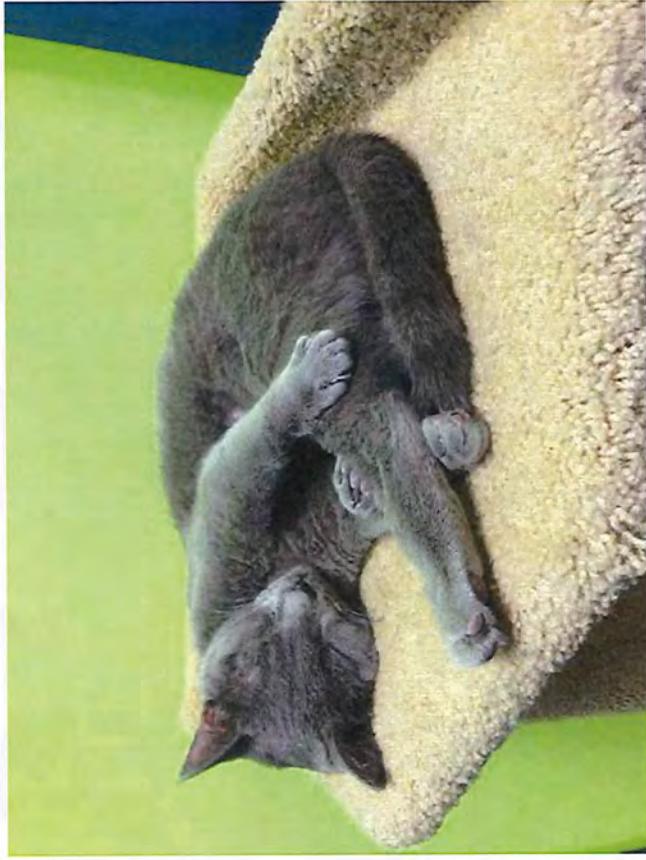
PUBLIC POLICY

Framework of organization

Public and animal safety

Ordinances and laws often not in
line with Best Practices





WHAT MATTERS TO CIVIC LEADERS?

Being fiscally responsible

Constituent services

Unified animal welfare voice is
crucial!



PUBLIC POLICY MUST BE
DRIVEN BY DATA



RESPONSIBLE PUBLIC POLICIES

- Stray holds
- Community cat provisions
- Adoption fees waived, capped or silent
- RTO with services
- Spay/neuter (dangerous dogs)
- No tethering
- Remove misc. barriers to life-saving that do not lead to intended goals: breed bans, pet limits

Silent vs language in ordinance



RESPONSIBLE PUBLIC POLICIES

Nationally, RTO rate for 'stray' cats from a shelter is less than 3%

A mandatory stray hold period for cats is a waste of money as it in no way correlates to the goal of reunification

As per CA state statute 3 day hold prior to euthanasia but can sterilize



ORDINANCE REVISION UPDATES

- Waco, TX
- Escambia County, FL
- Indianapolis, IN
- Baton Rouge, LA
- El Paso, TX
- Broward County, FL
- Montgomery County, TX
- Brevard County, FL
- Boone County, KY
- Campbell County, KY
- Kenton County, KY
- Greenville County, SC
- Spartanburg County, SC
- Columbia, SC
- Lafayette Parish/Shreveport, LA
- Miami-Dade County, FL
- Marion County, FL
- Knoxville, TN



STRATEGIC COMMUNITY PROGRAMS & THE POWER OF PUBLIC/PRIVATE PARTNERSHIPS





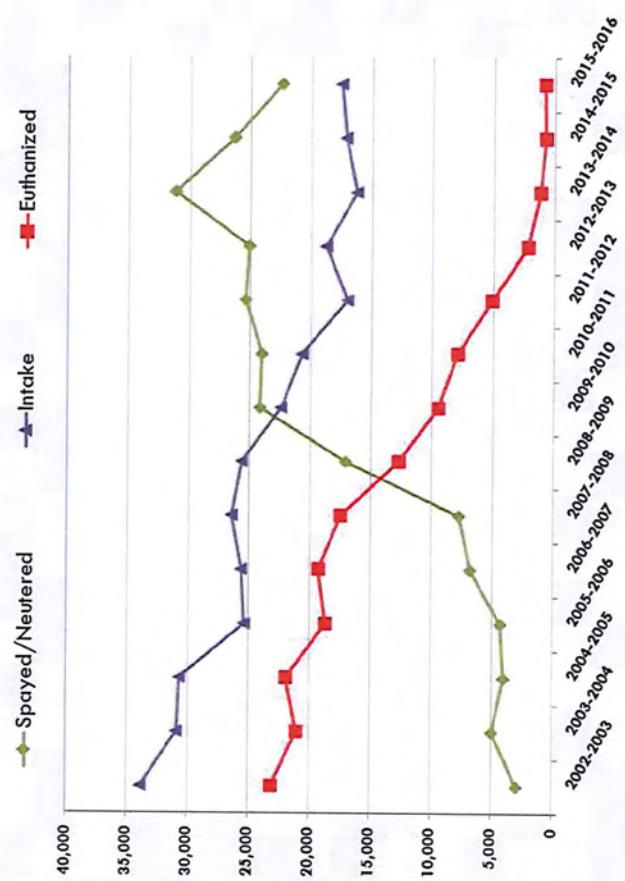
TARGETED SPAY/NEUTER

- Fixed-income pet owners
(5-10/1000)
- High intake areas
- Large breeds
- Community Cats
- Logistics/funding



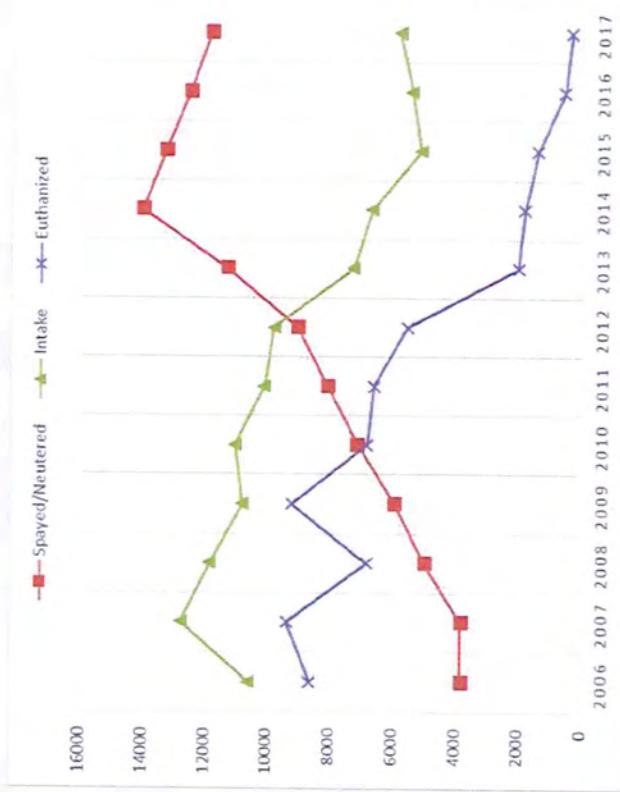


JACKSONVILLE, FLORIDA



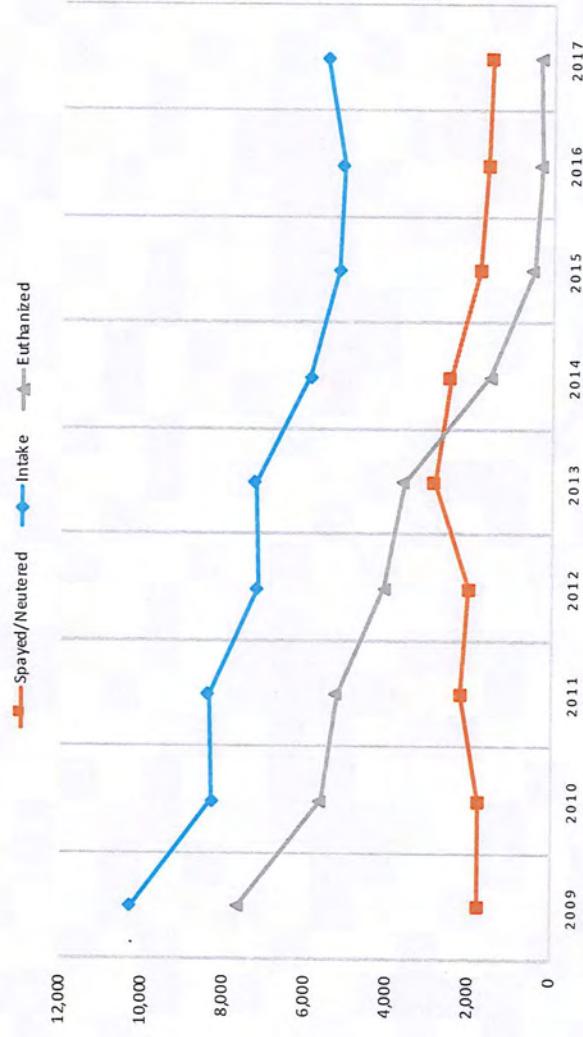


WACO, TEXAS





HUNTSVILLE, ALABAMA





COMMUNITY MINDED ENFORCEMENT

Santa Cruz County Animal Shelter, California

Providing assistance instead of citations in underserved areas

Turning high intake areas into low intake areas



COMMUNITY MINDED ENFORCEMENT

Field officer operations

Service hours

Types of calls

Focus on true public and animal safety



teamshelter usa

MANAGED ADMISSIONS: Release The Intake Bias!





MANAGED ADMISSIONS

Recent ASPCA study found 80%+ pet owners did not want to surrender but did not have **access** to resources they needed

How can we help you keep your pet or place your pet directly into another home?



BRIGHT SPOT: BREVARD SHERIFF'S OFFICE, FLORIDA

Year 1 of Managed Intake (Surrender Mitigation) helped 80% of the owners keep or place their pets

In other words, shelter intake decreased by 80% in the owner surrender category



teamshelter usa

BRIGHT SPOT: JACKSONVILLE, FLORIDA

Recruit/support Good Samaritans as foster volunteers at intake
so thousands more into foster care each year

Maddie's 2015 Survey





BRIGHT SPOT: MEMPHIS, TENNESSEE

SKIP THE SHELTER program, decreased owner surrender admission by 30% first year





BRIGHT SPOT: HOME-HOME.ORG



Direct adoption so bypass shelter

Panhandle Humane Society, ID
decreased intake by 30% first year

Branded for each shelter, already
being used in the bay area



**RETURN TO FIELD* for
COMMUNITY CATS**

(friendly or feral)



RTF

No such thing as a 'stray' cat

Defined as spay/neuter/ear tip/rabies vaccinate and **return to original location** where *already* cared for

Why displace a cat and use shelter resources to rehome when they already have a home?

RTF=RTO program for cats



RTF

Positives in Community

Increased community immunity
against rabies

2015 CDC report showed
incidence of rabies in cats
nationwide decreasing



RTF

Positives in Community

Stops population growth/colony prevention

Less wildlife affected

Virtually eliminates complaints



RTF

Positives at Shelter

Decreased cat intake

Less competition for cats in
adoption

More resources for dogs and
returns cats home!





RTF

Positives at Shelter

Eliminates euthanasia as population control

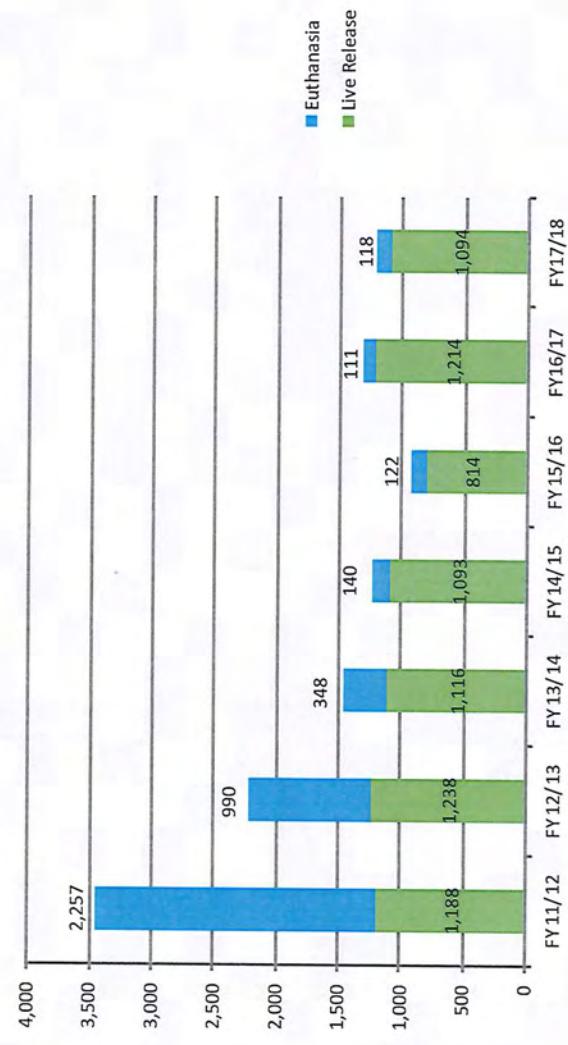
Cheaper than admit/adopt or admit/euth (ACC&D data pending)

More impactful resource allocation



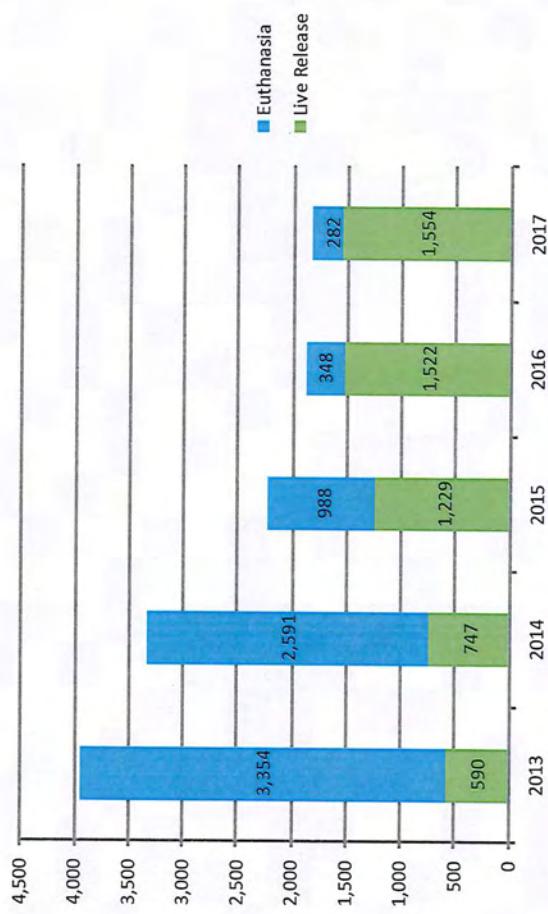


OUTCOME FOR CATS: WACO, TEXAS



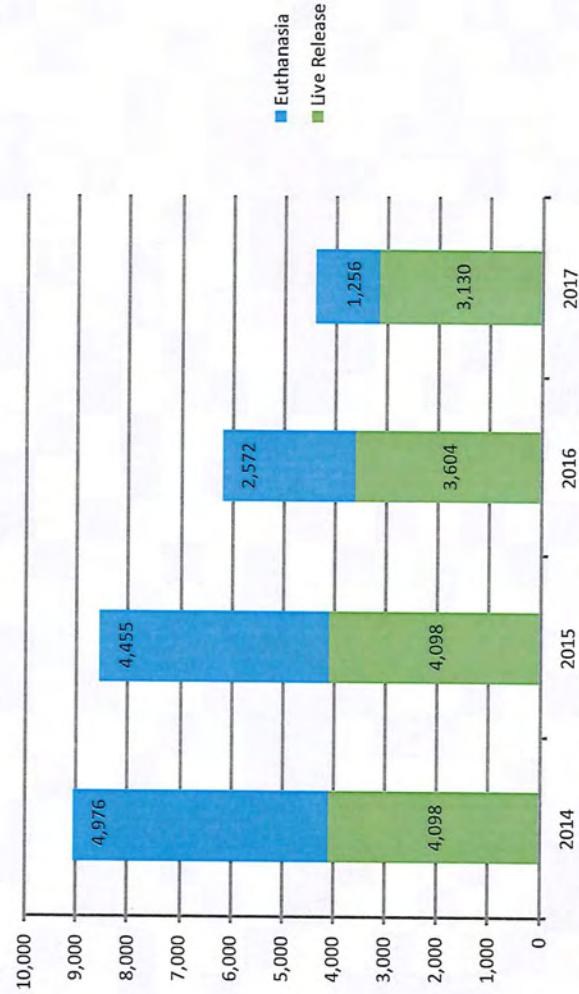


OUTCOME FOR CATS: NASHVILLE, TENNESSEE





OUTCOME FOR CATS: GREENVILLE, SOUTH CAROLINA





Nothing decreases the number
of community cats entering the
shelter as much as targeted
TNR and RTF



SHELTER POLICIES

**THE PLAN OF ACTION TO POSITIVE OUTCOME &
BASELINE BUDGET**



ADVOCACY~PLAN OF ACTION

Immediate post on intake, PetHarbor, other search engines

Use of Social Media, community outreach

Telling the stories of individual pets

Foster volunteers on deck*



LENGTH OF STAY IN THE SHELTER

Correlates with negative consequences:

- Overcrowding
- Inappropriate handling
- Stress for animals and people
- Exposure to disease
- Decreased life saving potential
- Reactive use and waste of resources



NON-NEGOTIABLE: BASIC CARE

Vaccination, deworming and picture posted on intake for every pet

Veterinary care when needed

Feeding twice daily mixture of canned and dry

Sterilization, microchip and rabies vaccination for adopters



NON-NEGOTIABLE: ENRICHMENT

Humane housing, sanitation, options with soft bedding

Kennel/cage enrichment

Exercise



RETURN TO OWNER~DOGS

Scan for microchip in the field

Attempt to reunite in the field

Alternative to fines/fees that provide sterilization/microchip/rabies/license



OPEN CONVERSATIONAL ADOPTIONS

Adopters Welcome by HSUS

144 million family pets, **6-8** million pets in shelters each year,
small percent of those victims of cruelty, neglect,
abandonment

Trust that most people coming to your shelter to adopt are
good~the odds are in your favor



OPEN ADOPTIONS

Making the best possible match

Relationship building, conversational adoptions

Fee waived or low adoption fees

Adoption counseling, follow up and assistance



OPEN ADOPTIONS

There is no shortage of adopters

Best Friends study showed 70%+ of those who purchased from a breeder or pet store had already visited an adoption agency but found it too cumbersome, difficult and invasive

Advocating for all shelter pets



FOSTER AND ADOPTION AMBASSADORS

2015 Maddie's Fund Survey and new Pet Assistant App

Showcasing pets outside the shelter highlights their true personalities (*esp. crucial for large dogs)

Empowering volunteers to make permanent placements

Must have open adoption philosophy



TRANSFER PARTNERSHIPS

May be 501c3 rescue groups or other shelters

Partner protocols that work for everyone

Clear guidelines

Streamlined communication using Postmaster auto-email system for daily posts



Thank you!



Community Cat Programs

Definition: Return to Field

In lieu of shelter intake for any community cat (friendly or feral) brought to the shelter, spay/neuter/ear tip/rabies vaccinate and return to original home location where the cat was cared for and not in need of intervention

Definition: Trap Neuter Return

Proactively humanely trapping or transporting a community cat (friendly or feral) for spay/neuter/ear tip/rabies vaccination and returning them to their original home location where cat was cared for and not in need of intervention or at risk of entering a shelter

Basic Community Cat Facts

- Most community cats are friendly
- Many cat owners allow their cats access to the outdoors and are not lost, yet there is a societal misconception that taking cats to a shelter who are perceived as lost will lead to reunification
- According to the ASPCA, less than 2% of shelter cats perceived as stray are reunited with their owner through a shelter each year
- Studies show that cats are up to 13 times more likely to find their way home or find another home from the street versus a shelter
- Though feral cats make up only a small percentage of overall community cats, they generate the most enforcement complaints because of the behaviors associated with being intact and reproducing unchecked
- Trap and shelter and/or euthanize has not historically decreased the number of community cats or shelter intake of cats
- Though Return to Field and/or Trap Neuter Return have been happening for decades, the Center for Disease Control reported in 2015 that the incidence of rabies in cats has decreased

Benefits of Return to Field and Trap Neuter Return for the Community

- An overwhelming percentage of Americans do not agree with euthanasia for population control
- Increased community immunity of rabies
- Less community cats, colony prevention and/or stabilization so less wildlife and people negatively impacted
- Eliminate behaviors associated with mating that generate complaints therefore decrease enforcement complaints

Benefits of Return to Field and Trap Neuter Return for the Shelter

- Finite space in a public or private shelter reserved for pets with no other options
- Drastic decrease in cat intake and therefore decrease risk of overcrowding, infectious disease, euthanasia, etc.
- Savings in costs of care and ability to create proactive programs, especially for dogs
- Reduced competition and lower lengths of stay for cats that do enter the adoption program
- Reduced risk of compassion fatigue for people

Samples of Effective Community Cat Programs

Jacksonville Animal Care and Protective Services - Jacksonville, FL Cat Intake and Outcome

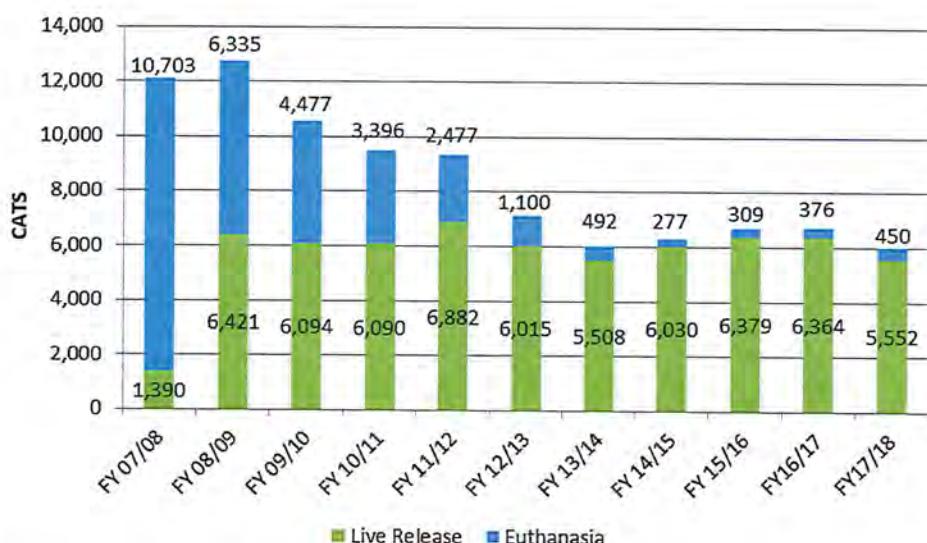


Figure 1: Shows the decrease of cat intake and euthanasia numbers after Feral Freedom (the Return to Field program) was implemented in August 2008

Brevard County Sheriff's Office, Animal Services – Melbourne, FL Cat Intake and Outcome



Figure 2: Depicts the dramatic decrease of cat euthanasia percentage after Return to Field was implemented in April 2015

Huntsville Animal Services – Huntsville, AL Cat Intake and Outcome



Figure 3: Depicts the dramatic decrease of cat euthanasia numbers after the Return to Field program was implemented in April 2014

City of Waco Animal Services - Waco, TX Cat Intake and Outcome

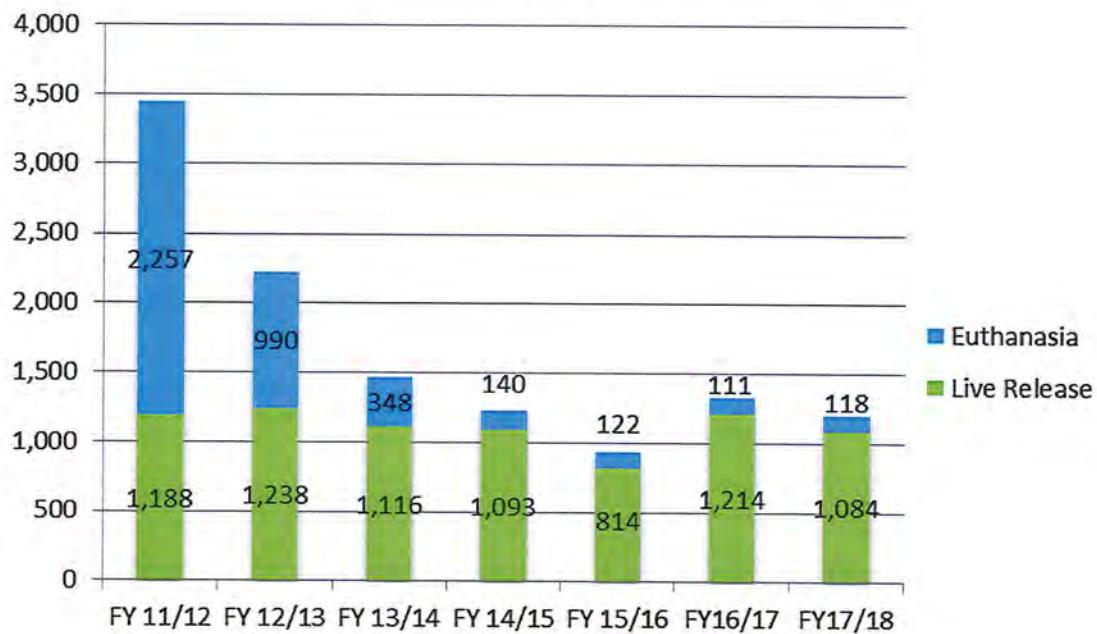


Figure 4: Shows the dramatic decrease of cat euthanasia numbers after the Return to Field program was implemented in the fall of 2013. Waco's poverty rate was 30% when this program was implemented. The current poverty rate as of 2018 is 27.5%.

For more information see:

Millioncatchchallenge.org

Bestfriends.org

Alleycatallies.org

Aspcapro.org

Animalsheltering.org



LIVING WITH COMMUNITY CATS

What should I do if...?

CATS ARE SLEEPING UNDER MY PORCH, SHED, ETC.

Reason: They are looking for a dry, warm shelter.

Easy Solutions:

- Block open areas with lattice or chicken wire (be sure to search for anyone hiding first).
- Provide a shelter like a small dog house hidden away.

I SMELL CAT URINE.

Reason: Tomcats spray to mark their territory.

Easy Solution:

- Practice TNR! Neutered cats have less of an urge to mark and their urine is less pungent.

FEEDING CATS ATTRACTS WILDLIFE AND INSECTS.

Reason: Food is left out too long or at inappropriate times.

Easy Solutions:

- Keep the cat feeding area neat to avoid insects.
- Feed cats at a designated time during daylight hours.
- Only provide enough food to finish in one sitting. Remaining food should be taken in before twilight.

CATS ARE YOWLING, FIGHTING AND HAVING KITTENS.

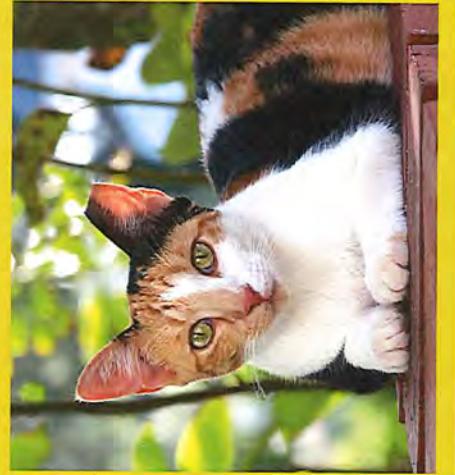
Reason: Yowling and fighting are breeding behaviors.

Cats that are not sterilized will breed frequently.

Easy Solution:

- Practice TNR! Spaying/neutering will reduce hormones causing these behaviors – male cats will stop competing and more kittens will not be born.

WORKING TOWARDS A DAY
WHEN THERE ARE TRULY
NO MORE HOMELESS PETS!



NORTH ANIMAL CARE CENTER
2605 Flaker Rd., Titusville
(321) 264-5119

SOUTH ANIMAL CARE CENTER
5100 W. Eau Gallie Rd., Melbourne
(321) 253-6608

HOURS

Mon - Sat 11am to 6pm
Sun - 12pm to 4pm

For more information please call
(321) 633-2024

www.BrevardSheriff.com



Shelter Disinfectant Quick Reference

Disinfectant	Accelerated Hydrogen Peroxide	Potassium Peroxymonosulfate	Quaternary Ammonium Compounds (Quats)	Calcium Hypochlorite	Regular Household Bleach* (Sodium Hypochlorite)
Effective against non-enveloped viruses?	Yes, dilute 1:32	Yes at 1%	Not according to independent published research	Yes	Yes, dilute 1:32 (1/2 cup per gallon)
Effective against ringworm following effective pre-cleaning?	Yes, dilute 1:16	Yes at 2%	Yes, if labeled fungicidal against <i>Trichophyton</i> spp.	Not according to independent published research	Yes, dilute 1:32 (1/2 cup per gallon)
Inactivated by organic material?	Minimal	Slightly; less inactivation than bleach or quats	Mildly inactivated	Yes	Yes
Requires cleaning as separate step?		Some detergent activity, but cleaning beforehand recommended for heavily soiled surfaces	Variable detergent activity, requires some cleaning beforehand	No detergent activity, always requires extensive cleaning beforehand	No detergent activity, always requires extensive cleaning beforehand
Stability when diluted	90 days	7 days	Varies	24 hours	24 hours
Recommended contact time		10 minutes for 1:32 dilution 5 minutes for 1:16 dilution	10 minutes	10 minutes	10 minutes
Rinse required?**	No	No	Yes	Yes	Yes

* Regular household bleach is most commonly 5.25%, however always check the concentration of the bleach product you are using and prepare dilutions accordingly; use our interactive [Bleach Dilution Calculator](#) for finding the proper bleach to water ratio for disinfecting.
** To remove any residual disinfectant, rinsing housing areas and food/water dishes is always recommended regardless of which product is used.



AGENDA ITEM 3.D

REQUEST

APPOINT ONE APPLICANT TO SERVE ON THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE FROM ELIGIBILITY LIST

EXECUTIVE SUMMARY

The City Clerk's office received a resignation from Measure V Residents' Oversight Committee member Allan Borwick effective April 21, 2021. An eligibility list was created during the last Measure V Residents' Oversight Committee recruitment in October 20, 2020. Council confirmation of the appointment from the eligibility list to the Measure V Residents' Oversight Committee is requested. As an alternative, Council can direct staff to open a new recruitment.

DISCUSSION

On April 21, 2021, the City Clerk's office received the resignation from Measure V Residents' Oversight Committee member Allan Borwick. The last time an appointment was made to the Measure V Residents' Oversight Committee was October 20, 2020. At that time, the subcommittee consisting of then-Mayor Pro Tem Young and then-Mayor Rickman nominated one applicant to fill a vacancy on the Measure V Residents' Oversight Committee and recommended one applicant be placed on an eligibility list.

Resolution No. 2020-009 (Attachment A), established the Council's policy on the "Selections Process for Appointee Bodies." It states that if there are multiple qualified candidates, the subcommittee can recommend the Council establish an eligibility list that can be used to fill vacancies that might occur in the following 12 months. On October 20, 2020, Council confirmed the subcommittee's nomination and the creation of an eligibility list for the Measure V Residents' Oversight Committee.

At this time, Council can either appoint Tai'Rance Kelly from the eligibility list to the Measure V Residents' Oversight Committee to serve the remainder of an unexpired term commencing on May 19, 2021, and ending February 28, 2022, or direct staff to open a new recruitment.

STRATEGIC PLAN

This item is a routine operational item and does not relate to any of the Council's Strategic Plans.

FISCAL IMPACT

There is no fiscal impact associated with this discussion item.

RECOMMENDATION

That Council, by motion, approve the subcommittee's recommendations to appoint Tai'Rance Kelly to the Measure V Resident Oversight Committee to serve the remainder of the term, beginning May 19, 2021 to February 28, 2022, or direct staff to open a new recruitment.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENT:

Attachment A: Resolution 2020-009

ATTACHMENT A

RESOLUTION 2020-009

**ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR
APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO.
2004-089 AND RESOLUTION NO. 2004-152**

WHEREAS, In March 2004, the Tracy City Council adopted Resolution No. 2004-089 establishing a policy for the selection process and defining residency requirements for appointee bodies ("Policy") in accordance with Government Code sections 54970 et seq. that was last amended in May 2004, via Resolution No. 2004-152;

WHEREAS, The current policy states that the Mayor (or designee) and a selected Council member shall serve on a selection subcommittee to review applications to serve on an advisory body, interview applicants, and make a recommendation to the full Council on a candidate for appointment to an advisory body,

WHEREAS, In practice, Council appoints any two Council members to a subcommittee to review applications and interview applicants for an appointment to an advisory body, and

WHEREAS, Council wishes to amend the policy to accurately reflect its current practice.

NOW, THEREFORE, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2004-089, and Resolution No. 2004-152.

The foregoing Resolution 2020-009 was passed and adopted by the Tracy City Council on the 21st day of January, 2020, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, RANSOM, VARGAS, YOUNG, RICKMAN
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

(

MAYOR

ATTEST:

CITY CLERK

COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES

(Exhibit "A" to Resolution No. 2020-009)

SECTION 1: **PURPOSE**

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq.

SECTION 2: **SELECTION PROCESS FOR APPOINTEE BODIES**

- A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
 1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.
 2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
 3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.
- B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.
- C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
 1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.
 2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.
- D. The Council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

1. Council shall appoint two Council members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.
2. If the Council subcommittee determines there are multiple qualified candidates, the subcommittee can recommend the Council establish an eligibility list that can be used to fill vacancies that occur in the following twelve (12) months.
3. At the Council subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.

E. In the event there are not two or more applicants than vacancies on any board, commission or committee, the filing deadline may be extended by the City Clerk.

F. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:

1. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.
2. City of Tracy means within the city limits of the City of Tracy.
3. Citizen means a resident of the City of Tracy.
4. Tracy School District means the geographical area served by the Tracy Unified School District.
5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.

B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:

1. Voter registration,
2. Current California Driver's License or Identification,

3. Utility bill information (phone, water, cable, etc.),

4. Federal or State tax returns.

C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.

May 18, 2021

AGENDA ITEM 3.E

REQUEST

**APPOINT THREE APPLICANTS TO SERVE ON THE CITY OF TRACY
TRANSPORTATION ADVISORY COMMISSION**

EXECUTIVE SUMMARY

On April 30, 2021, the terms of three of the members of the Transportation Advisory Commission expired. A recruitment was conducted and appointments need to be made to fill those positions.

DISCUSSION

On April 30, 2021, the terms of three of the City of Tracy Transportation Advisory Commissioners expired. To fill the vacancies, the City Clerk's office conducted a recruitment beginning on April 12, 2021 ending on May 3, 2021 during which eight applications were received.

On May 5, 2021, a Council subcommittee consisting of Council Member Mateo Bedolla and Council Member Eleassia Davis interviewed seven applicants; one applicant withdrew his application, for the City of Tracy Transportation Advisory Commission. In accordance with Resolution No. 2020-009, the Council subcommittee will recommend candidates for appointment to the City of Tracy Transportation Advisory Commission.

STRATEGIC PLAN

This item is a routine operational item and does not relate to any of the Council's Strategic Plans.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That Council, by motion, approve the subcommittee's recommendations and reappoint Gary Cooper, Rajnish Khanna, and appoint Sharanjit Dhillon to the City of Tracy Transportation Advisory Commission to serve a 4-year term beginning May 19, 2021 and ending April 30, 2025. The following candidates were placed on the 12-month eligibility list: 1) Nicholas Sese, (2) William Muetzenberg, (3) Manjit Ghuman, and (4) Raj Dhillon.

Prepared by: Necy Lopez, Deputy City Clerk
Reviewed by: Adrienne Richardson, City Clerk
Midori Lichtwardt, Assistant City Manager
Approved by: Jenny Haruyama, City Manager

RESOLUTION 2020-009

ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR
APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO.
2004-089 AND RESOLUTION NO. 2004-152

WHEREAS, In March 2004, the Tracy City Council adopted Resolution No. 2004-089 establishing a policy for the selection process and defining residency requirements for appointee bodies ("Policy") in accordance with Government Code sections 54970 et seq. that was last amended in May 2004, via Resolution No. 2004-152;

WHEREAS, The current policy states that the Mayor (or designee) and a selected Council member shall serve on a selection subcommittee to review applications to serve on an advisory body, interview applicants, and make a recommendation to the full Council on a candidate for appointment to an advisory body,

WHEREAS, In practice, Council appoints any two Council members to a subcommittee to review applications and interview applicants for an appointment to an advisory body, and

WHEREAS, Council wishes to amend the policy to accurately reflect its current practice.

NOW, THEREFORE, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2004-089, and Resolution No. 2004-152.

The foregoing Resolution 2020-009 was passed and adopted by the Tracy City Council on the 21st day of January, 2020, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, RANSOM, VARGAS, YOUNG, RICKMAN
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE



MAYOR

ATTEST:



CITY CLERK

**COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO
CITY ADVISORY BODIES**

(Exhibit "A" to Resolution No. 2020-009)

SECTION 1: **PURPOSE**

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq.

SECTION 2: **SELECTION PROCESS FOR APPOINTEE BODIES**

- A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
 1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.
 2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
 3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.
- B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.
- C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
 1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.
 2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.
- D. The Council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

1. Council shall appoint two Council members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.
2. If the Council subcommittee determines there are multiple qualified candidates, the subcommittee can recommend the Council establish an eligibility list that can be used to fill vacancies that occur in the following twelve (12) months.
3. At the Council subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.

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