

**Tuesday, December 18, 2018, 7:00 p.m.**

City Council Chambers, 333 Civic Center Plaza

Web Site: [www.ci.tracy.ca.us](http://www.ci.tracy.ca.us)

**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 (209/831-6000) 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. Each citizen will be allowed a maximum of five minutes for input or testimony. At the Mayor'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 Council direction. A motion and roll call vote may enact the entire Consent Calendar. No separate discussion of Consent Calendar items will occur unless members of the City Council, City staff or the public request discussion on a specific item at the beginning of the meeting.

**Addressing the Council on Items not on the Agenda** – The Brown Act prohibits discussion or action on items not on the posted agenda. Members of the public addressing the Council should state their names and addresses for the record, and for contact information. The City Council's Procedures for the Conduct of Public Meetings provide that "Items from the Audience" following the Consent Calendar will be limited to 15 minutes. "Items from the Audience" listed near the end of the agenda will not have a maximum time limit. Each member of the public will be allowed a maximum of five minutes for public input or testimony. However, a maximum time limit of less than five minutes for public input or testimony may be set for "Items from the Audience" depending upon the number of members of the public wishing to provide public input or testimony. The five minute maximum time limit for each member of the public applies to all "Items from the Audience." Any item not on the agenda, brought up by a member of the public shall automatically be referred to staff. In accordance with Council policy, if staff is not able to resolve the matter satisfactorily, the member of the public may request a Council Member to sponsor the item for discussion at a future meeting. 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.

**Presentations to Council** - Persons who wish to make presentations which may exceed the time limits are encouraged to submit comments in writing at the earliest possible time to ensure distribution to Council and other interested parties. Requests for letters to be read into the record will be granted only upon approval of the majority of the Council. Power Point (or similar) presentations need to be provided to the City Clerk's office at least 24 hours prior to the meeting. All presentations must comply with the applicable time limits. Prior to the presentation, a hard copy of the Power Point (or similar) presentation will be provided to the City Clerk's office for inclusion in the record of the meeting and copies shall be provided to the Council. Failure to comply will result in the presentation being rejected. Any materials distributed, including those distributed within 72 hours of a regular City Council meeting, to a majority of the Council regarding an item on the agenda shall be made available for public inspection at the City Clerk's office (address above) during regular business hours.

**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.

CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
INVOCATION  
ROLL CALL  
PRESENTATIONS

1. CONSENT CALENDAR

- A. Approval of December 4, 2018, Closed Session and Regular Meeting Minutes
- B. Award a Construction Contract to Taylor Backhoe Service Incorporated of Merced, California, for the Lowell Avenue Sidewalk Construction Project, CIP 73160 State Project Number ATPSB1L-5192(044) and Authorize a Contingency Amount of \$30,022
- C. Approve Amendment No. 1 to the Professional Service Agreement with Pennino Management Group for Grant, Research, and Funding Program Services for Additional Services Totaling \$32,984
- D. Approve a Professional Services Agreement with Patriot Pest Management of Tracy, CA, to Provide Pest Control Services for Various City Sites, for an Amount not to Exceed \$247,212 Annually, and Authorize the City Manager to Execute Extensions and to Make Any Minor Amendments to the Agreement
- E. Award a Construction Contract to Knife River Construction of Stockton, California for the 2016-2017 Overlay Project, CIP 73142-B in the Amount of \$827,572, Federal Project Number STPL-5192(043), Approve a Contingency Amount of \$82,758 and Authorize a Transfer of \$108,424 from CIP 73166 to CIP 73142-B, with a Total Project Cost of \$957,330
- F. That the City Council of the City of Tracy, Acting as the Governing Board of the Successor Agency to the Community Development Agency of the City of Tracy, Approve the Recognized Obligation Payment Schedule (ROPS) 19-20
- G. Adopt a Resolution Approving the 2018 Annual Report on Development Impact Fee Revenues, Expenditures and Findings Regarding Unexpended Funds in Accordance with the Mitigation Fee Act
- H. Approve an Appropriation of \$744,000 from Tracy Infrastructure Master Plans (TIMP) – Public Facilities Fund 366 to the Public Works Yard Renovation Phase 2 Project, CIP 71091 and Approve a Contingency Amount for the Project
- I. Approve Master Professional Services Agreements with Carollo Engineers, Inc., Lee & Ro, Inc., CH2M Hill, Inc., and West Yost & Associates with an Annual Not to Exceed Amount of \$350,000 for Each Consultant to Provide Engineering Services for the Utilities Department on an As-Needed Basis for a Period of Three Years and Authorize the Utilities Director to Issue Notices to Proceed Under These Agreements

- J. Approve a Professional Services Agreement with BSK Associates, Inc. of Livermore, California to Provide Material Testing Services During Construction for the Tracy Recycled Water Mains and WWTP Pump Station Project, CIP 74091 (State Project: City of Tracy Recycled Water Project Agreement Number 4600011424)
  - K. Approve a Property Purchase and Sale Agreement Between the City of Tracy and Meritage Homes of California, Inc. for Development of Gretchen Talley Park Phase III, CIP 78170
2. ITEMS FROM THE AUDIENCE
  3. ADOPT A RESOLUTION RECITING THE FACTS AND DECLARING THE RESULTS OF THE NOVEMBER 6, 2018 CITY OF TRACY GENERAL MUNICIPAL ELECTION
  4. OUTGOING COUNCIL MEETING PRESENTATION
  5. ADMINISTER OATH OF OFFICE AND SEAT NEWLY ELECTED COUNCIL MEMBER
  6. RECEIVE PRESENTATION AND DISCUSS ANIMAL SHELTER SERVICES PROVIDED BY THE CITY OF TRACY'S ANIMAL SERVICES STAFF
  7. ITEMS FROM THE AUDIENCE
  8. STAFF ITEMS
  9. COUNCIL ITEMS
    - A. Appointment of Mayor Pro Tempore
  10. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

**December 4, 2018, 6:00 p.m.**

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 6:00 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas, and Mayor Rickman present.
3. ITEMS FROM THE AUDIENCE – None.
4. CLOSED SESSION
  1. CONFERENCE WITH LEGAL COUNSEL
    - Significant exposure to litigation - Gov. Code § 54956.9(e)(1)
  2. CONFERENCE WITH LEGAL COUNSEL
    - Significant exposure to litigation - Gov. Code § 54956.9(e)(3)
5. MOTION TO RECESS TO CLOSED SESSION – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to recess the meeting to closed session at 6:00 p.m. Roll call vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – Mayor Rickman reconvened the meeting into open session at 6:58 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action
8. ADJOURNMENT – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to adjourn the meeting. Roll call vote found all in favor; passed and so ordered. Time 6:59 p.m.

The agenda was posted at City Hall on November 29, 2018. The above are action minutes.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**December 4, 2018, 7:00 p.m.**

City Council Chambers, 333 Civic Center Plaza

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Mayor Rickman called the meeting to order at 7:02 p.m.

Mayor Rickman led the Pledge of Allegiance.

Pastor Kal Waetzig, Saint Paul's Lutheran Church offered the invocation.

Roll call found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman present.

Randall Bradley, City Manager presented Employee of the Month award for December 2018 to Lilia Perez, Police Department

1. CONSENT CALENDAR – Following the removal of item 1.D by Jacy Krogh, motion was made by Council Member Ransom and seconded by Council Member Young to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
  - A. Approval of November 20, 2018, Closed Session and Regular Meeting Minutes – Minutes were approved.
  - B. Waive Second Reading and Adopt Ordinance 1264, an Ordinance of the City of Tracy, California, Repealing and Replacing Chapter 2.28 of Title 2, Entitled “Tracy Municipal Airport and New Jerusalem Airport” to the Tracy Municipal Code – Ordinance 1264 was adopted
  - C. Adopt a Resolution of Intention to Hold a Public Hearing on January 15, 2019, Regarding Discontinuance of Park Use of Minor Portion of the Ritter Family Ballpark (Formerly Tracy Ball Park) in Exchange for the Non-Exclusive Use of 51 Parking Spaces at the American Legion, James McDermott Post No. 172, 1960 North Tracy Boulevard, Tracy, California, By Users of the Ritter Family Ball Park – Resolution 2018-244 approved the Resolution of Intent.
  - D. Approve Leave of Absence for Tracy Planning Commissioner Ed Gable

Jacy Krogh pulled the item stating Mr. Gable has missed three meetings since joining the Planning Commission in 2018. Mr. Krogh added if the request for a leave of absence during December is approved, it would allow people to not fully commit themselves. Mr. Krogh urged City Council to discuss the item.

City Council questions and comments followed.

Randall Bradley, City Manager stated staff would meet with Commissioner Gable to explain Council's concerns regarding absences and reiterate their expectations of the City's commissioners.

**ACTION:** Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Young to adopt **Resolution 2018-245** approving a leave of absence for Tracy Planning Commissioner Ed Gable. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Tiffany Heben spoke about the homeless issue in Lincoln Park and thanked staff for moving people out of the park and cleaning up the area. Ms. Heben stated the cleanup is a short-term fix, and the City still has a homeless population and needs a long term plan to address the needs of the homeless. Ms. Heben encouraged City Council to do something to address the homeless issue. Ms. Heben submitted correspondence to the Clerk for distribution to City Council.

Martin Evans spoke about residential and commercial boundaries near Sutter Hospital back in the 1970's. Mr. Evans would like the maps put back and the convalescent hospital close to the hospital.

Robert Tanner asked about the City code that Mayor Rickman had asked the City Attorney about at the last Council meeting, as people had a misconception on the 9<sup>th</sup> Circuit Court. Mr. Tanner asked if that code is moving people from one park to another.

Joe Misetich spoke about the homeless issue in Lincoln Park. Mr. Misetich stated there was a bonfire in the restroom and human waste everywhere, and the picnic area is dirty. There are three schools and a library around the area and children are witnessing what is going on in the park. Mr. Misetich added something needs to be done about the homeless issue.

Ron expressed his concerns about speeding issues on West 12<sup>th</sup> Street. Ron provided a history of his previous attempts to address speeding issues with City Council including submitting a petition to City Council. Ron would like Council to take action to address speed control.

3. STAFF ITEMS – There were no staff items.

#### DEVIATION

5. ITEMS FROM THE AUDIENCE – Abdul Wahid stated he was alarmed that 60% of funds contributed to the City's candidates during the election came from outside of the City. Mr. Wahid added he would like to know where the interest of the members are if the funds come from outside of the City.

Marla Patzer stated she was thankful for the cleanup at the Lincoln Park on Sunday and expressed her concerns regarding the homeless issue. Ms. Patzer shared her experiences with homeless people at Lincoln Park and the effects on walkers and children.

Hailey Burton spoke about the Animal Shelter and stated she adopted a pit bull named Bella from the shelter that had been given six hours to be adopted. Ms. Burton stated the people who spoke at the previous meeting are being denied adoption to animals because they spoke out against the shelter. Ms. Burton added there is not enough time given in order to find the animals a home before they are euthanized.

4. COUNCIL ITEMS – Mayor Pro Tem Vargas announced Valley Link will be presenting an update on the progress of the commuter train, at the request of San Joaquin Council of Governments (SJCOG). Part of the presentation is also to request SJCOG to add the project to the One Voice lobbying trip to get financing for the portion that is the obligation of the San Joaquin County. The project has over \$600 million being awarded. BART decided to give those dollars to the project and not connect or extend to Livermore. Mayor Pro Tem Vargas requested the public attend the presentation to show support of the community so the board understands how vital the train connectivity is for housing, jobs creation, connecting children to higher education in bay area, and relieving traffic. The presentation will be held at 555 E. Webster Ave, Stockton at 4:00 p.m. on Thursday. Mayor Pro Tem Vargas asked the Council to look into the One Voice trip and add this project to their schedule since COG is being asked to add it to their schedule.

Council Member Ransom reported the annual Christmas tree lighting event was a great way to kick off the holiday season. Council Member Ransom announced the following events on Saturday, December 8: Ornament Stroll downtown, Kimball High School's award winning theatre group presenting the Lion King show, Boys to Men Conference for young men ages 10-18 at Kimball High School sponsored by Sow A Seed.

Council Member Young asked for confirmation that the Animal Shelter item will be on the December 18, 2018, agenda. There has been a lot of input from the community. A lot of animals could be killed if we wait until the January 15, 2019, Council meeting. Council Member Ransom supported the request because the expectation from the public was for the item to be on the December 18, 2018 agenda.

Randall Bradley, City Manager responded the item was moved to January 2019 due to seating of the new City Council, and confirmed the item will be placed back on the December 18, 2018, agenda.

Council Member Dement thanked Tracy Animal Shelter staff for assisting her in trying to find her lost cat Oliver. Oliver was last seen in the Tennis Village area on November 14 and is an orange ginger cat weighing approximate 22-23 pounds.

Mayor Rickman announced the following: Ornament Stroll on Saturday, December 8, Christmas Parade on December 1 had a crowd of over 4,000 people, and Wreaths Across America at the Tracy Public Cemetery on Saturday December 15, 2018, at 10:00 am. Mayor Rickman added his family sponsors a wreath and the wreaths are placed on headstones of those who have served as a way of paying respect to those who have made a sacrifice.

6. ADJOURNMENT – Time: 7:52 p.m.

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

The above agenda was posted at the Tracy City Hall on November 29, 2018. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



AGENDA ITEM 1.B

REQUEST

**AWARD A CONSTRUCTION CONTRACT TO TAYLOR BACKHOE SERVICE INCORPORATED OF MERCED, CALIFORNIA, FOR THE LOWELL AVENUE SIDEWALK CONSTRUCTION PROJECT, CIP 73160 STATE PROJECT NUMBER ATPSB1L-5192(044) AND AUTHORIZE A CONTINGENCY AMOUNT OF \$30,022**

EXECUTIVE SUMMARY

City staff requests that City Council award a construction contract for the Lowell Avenue Sidewalk Construction Project CIP 73160 an Active Transportation Program (ATP) grant funded project ATPSB1L-5192(044) to Taylor Backhoe Service of Merced, California.

DISCUSSION

This Project is programmed into the ATP grant cycle 3A, which is a state funded program by the California Transportation Commission utilizing SB1 gas tax funding. These grants funds require that a construction contract be awarded within six months of allocation. The City was allocated funding at the end of June of 2018. The Project includes the installation of 8,000 square feet of concrete sidewalk on Lowell Avenue from Tracy Boulevard to Chester Drive and at Dr. Powers Park. Work includes concrete sidewalk, earthwork, landscaping, irrigation, miscellaneous asphalt paving, concrete curb-gutter, and ADA ramps.

Engineering staff prepared the plans and specifications and advertised the Project for competitive bids on October 19, and October 26, 2018.

Bids were received and publicly opened at 2:00 p.m. on Tuesday, November 13, 2018, with the following results:

<u>Contractor</u>	<u>Base Bid</u>
Taylor Backhoe Service, Merced	\$300,217
Tracy Grading and Paving, Inc., Tracy	\$329,961
Ray's Electric, Oakland	\$346,055
Golden Bay Construction, Inc., Hayward	\$389,920
DV Electric Company, San Jose	\$439,018
FBD Vanguard Construction, Inc., Livermore	\$465,541

Bid analysis indicates that the lowest monetary bid is responsive and the bidder, Taylor Backhoe Service of Merced, California, is responsible. The bidder has the appropriate contractor's license in active standing with the State of California, and has completed similar projects for other public agencies.

The total estimated cost of this Project, if awarded to the low bidder, is as follows:

Construction Bid	\$300,217
Construction Management (5%)	\$15,011

Design Support During Construction	\$5,000
Contingency @ 10%	\$30,022
Total Project Cost	\$350,250

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by Council. City staff recommends the contingency amount for this Project to be \$30,022, which is 10% of the construction contract cost.

**STRATEGIC PLAN**

The agenda item is a routine operational item and is not related to the Council's Strategic Plans.

**FISCAL IMPACT**

Total Project costs and Funding will be:

Fund	Budget	Expenses (Actuals)	Budget Available
245	\$ 153,400	\$ 34,296	\$ 119,104
ATP Grant(245)	\$ 232,000		\$ 232,000

Total Project Costs \$ 350,250

Budget Remaining \$ 854

**RECOMMENDATION**

That City Council, by resolution, award a construction contract for the Lowell Avenue Sidewalk Construction Project CIP 73160 an Active Transportation Program (ATP) grant funded project ATPSB1L-5192(044) to Taylor Backhoe Service of Merced California in the amount of \$300,217 and authorize the City Manager to approve change orders up to the specified project contingency amount of \$30,022.

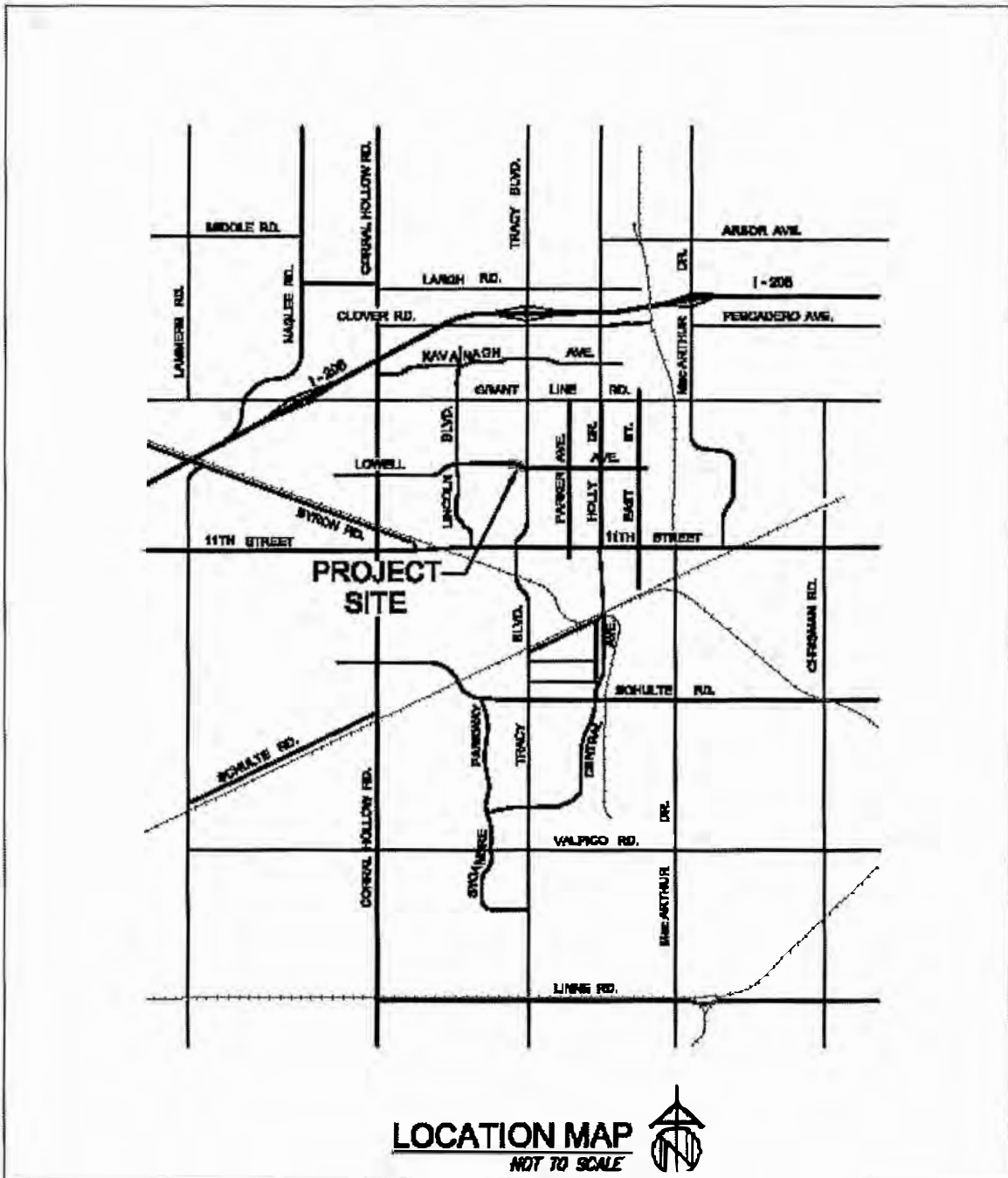
Prepared by: Matthew Brown, PE, Associate Civil Engineer  
 Zabih Zaca, PE, Senior Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer/Assistant Development Services Director  
 Karin Schnaider, Finance Director  
 Andrew Malik, Assistant City Manager

Approved by: Randall Bradley, City Manager

**ATTACHMENTS**

Attachment A – Location Map



# LOCATION MAP

## City of Tracy

RESOLUTION 2018-\_\_\_\_\_

AWARDING A CONSTRUCTION CONTRACT TO TAYLOR BACKHOE SERVICE INCORPORATED OF MERCED, CALIFORNIA, FOR THE LOWELL AVENUE SIDEWALK CONSTRUCTION PROJECT, CIP 73160, STATE PROJECT NUMBER ATPSB1L-5192(044)

WHEREAS, The Project renovates the sidewalk along Lowell Avenue and includes concrete sidewalk, earthwork, landscaping, irrigation, miscellaneous asphalt paving, concrete curb and gutter, and ADA ramps, and

WHEREAS, The Project is required to maintain safe access to public parks, and

WHEREAS, The Project was advertised for competitive bids on October 19, and October 26, 2018, six bids were received and publicly opened on November 13, 2018, and

WHEREAS, The lowest monetary bid is from Taylor Backhoe Service, Merced, California, in the amount of \$300,217, and

WHEREAS, Tracy Municipal Code 2.20.090(b) authorizes the City Manager to approve change orders up to the amount approved by City Council. The recommended contingency amount for this Project is \$30,022, and

WHEREAS, Total Project costs and Funding will be:

Fund	Budget	Expenses (Actuals)	Budget Available
245	\$ 153,400	\$ 34,296	\$ 119,104
ATP Grant(245)	\$ 232,000		\$ 232,000

Total Project Costs \$ 350,250

Budget Remaining \$ 854

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby awards a construction contract to Taylor Backhoe Service of Merced, California, in the amount of \$300,217, and authorizes a contingency amount of \$30,022 for the construction for the Lowell Avenue Sidewalk Construction Project CIP 73160.

\*\*\*\*\*

The foregoing Resolution 2018-\_\_\_\_\_ was adopted by the Tracy City Council on the 18<sup>th</sup> day of December, 2018 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

AGENDA ITEM 1.C

REQUEST

**APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH PENNINO MANAGEMENT GROUP FOR GRANT, RESEARCH, AND FUNDING PROGRAM SERVICES FOR ADDITIONAL SERVICES TOTALING \$32,984.**

EXECUTIVE SUMMARY

Under Resolution No. 2018-229, City Council authorized staff to submit an application for Fiscal Year 2018 Economic Development Administration Disaster Supplemental Grant (Grant) funding for the bridge replacement and expansion over the Delta Mendota Canal at Old Schulte Road and International Parkway project. Consultant services are needed to research, prepare and submit an application for this grant funding.

The City of Tracy and Pennino Management Group (Consultant) entered into a Professional Services Agreement for Grant, Research & Funding Program Services (Agreement) on November 11, 2017 for an amount not to exceed \$35,100 for work performed and \$6,200 for reimbursable costs as approved by City.

Staff requests City Council approval of Amendment No. 1 (Amendment) to the Agreement in order for Consultant to complete the research, organization and production of the Final Phase II application under the FY 2018 EDA Disaster Supplemental Grant Funding program. These additional services will increase compensation under the Agreement by \$32,984.

DISCUSSION

Consultant completed the original scope of services as outlined in the Agreement and finalized an application for submission under an Economic Development Administration (EDA) Grant under Public Works & Economic Adjustment Assistance Program for a bridge replacement and expansion project over the Delta Mendota Canal at Old Schulte Road.

An EDA Notice of Funding Opportunity (NOFO) FY 2018 Disaster Supplemental Grant Funding program was declared by the Federal Government on April 1, 2017 (DR-4308). DR-4308 offered opportunity to increase the amount of funding and expand the project scope to include a bridge replacement and widening of Old Schulte Road and International Parkway. The Consultant and staff were encouraged by the EDA Regional Representative to apply for grant funding under DR-4308 and withdraw the application previously submitted under the EDA Public Works & Economic Adjustment Assistance grant.

Council authorized staff, under Resolution 2018-229, to submit an application for the Fiscal Year 2018 Economic Development Administration Disaster Supplemental Grant funding for the Bridge Replacement and Expansion over the Delta Mendota Canal at Old Schulte Road and International Parkway. Consultant services are needed to complete the grant application for DR-4308 program funding.

STRATEGIC PLAN

This agenda item is consistent with the Council adopted Economic Development Strategy to ensure the availability of infrastructure necessary for development in Tracy.

FISCAL IMPACT

The Amendment No. 1 will be funded by the Program Management Fund. There are sufficient funds for this request.

RECOMMENDATION

That City Council approve Amendment No. 1 to the Professional Service Agreement with Pennino Management Group for additional grant, research, and funding program services totaling \$32,984.

Prepared by: Shelley Burcham, Economic Development Manager

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director  
Karin Schnaider, Finance Director  
Andrew Malik, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

- Attachment A – Professional Services Agreement for Grant, Research & Funding Program Services dated November 11, 2017
- Attachment B – Amendment No. 1 to Professional Service Agreement

**City of Tracy**  
**PROFESSIONAL SERVICES AGREEMENT**  
Grant, Research & Funding Program Services

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Pennino Management Group, a California corporation (Consultant).

**Recitals**

- A. The City is in need of professional consulting services to assist with research, coordination, and submittal of an infrastructure funding grant to the Department of Commerce's Office of Economic Development Administration (EDA) under the "Public Works and Economic Adjustment Assistance Programs", 11.300 CFDA for the City of Tracy Schulte Road Bridge and Road Connection Project.
- B. The Consultant has the appropriate qualifications and experience to provide grant, research and funding program services.
- C. The purpose of this Agreement is to outline the terms for performance and payment associated with said grant, research and funding program services.

**Now therefore, the parties mutually agree as follows:**

- 1. **Scope of Services.** 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: Michael Locke, Vice President. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," 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 begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." 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 extensions of time 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.**
  - 3.1 **General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed \$35,100 for work performed. Consultant shall be entitled to payment of service related reimbursable costs including printing, document reproduction, meetings, and travel not to exceed \$6,200 as approved by City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement except for reimbursable costs identified in Exhibit "B". No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.



**3.2 Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

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

**5. Insurance.**

**5.1 General.** 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 here.

**5.2 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 \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**5.3 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.

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

**5.5 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.

**5.6 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability with the following provisions:

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

**5.6.2** 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.

**5.7 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.

**5.8 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.

**5.9 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.

**5.10 Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

**5.11 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.

**6. Independent Contractor Status; Conflicts of Interest.** 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.

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.

**7. 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.

**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. Miscellaneous.**

**9.1 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 as follows:

To City:  
City of Tracy  
333 Civic Center Plaza  
Tracy, CA 95376  
Attn: Andrew Malik  
Development Services Director

To Consultant:  
Pennino Management Group  
1420 Mills Street, Suite E  
Lodi, CA 95242  
Attn: Michael Locke  
Vice President

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

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

**9.2 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.

**9.3 Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

**9.4 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.

**9.5 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.

**9.6 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.

**9.7 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.

**9.8 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. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.

**9.9 Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

**9.10 Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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.

**10. 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 the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

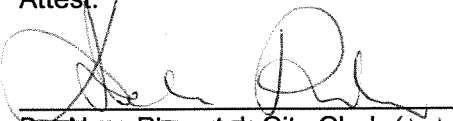
**City of Tracy**



By: Randall Bradley  
Title: Interim City Manager

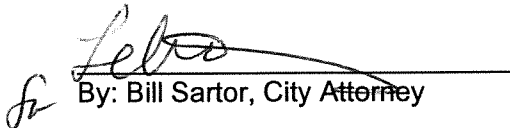
Date: 11/01/17

Attest:



By: ~~Nora Pimentel~~, City Clerk (Interim)

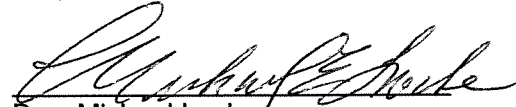
Approved as to form:



By: Bill Sartor, City Attorney

**Consultant**

Pennino Management Group, a California Corporation



By: Michael Locke  
Title: Vice President

Date: 10-26-2017

Federal Employer Tax ID No.

45-5606098



By: Phillip Pennino  
Title: Secretary/Treasurer

Date: 10/26/2017

**Exhibits:**

- A Scope of Services, including personnel and time of performance (See Agreement sections 1 and 2)
- B Compensation (See Agreement section 3)

EXHIBIT A  
Scope of Services

I. Purpose

The purpose of Task I of this Professional Services Agreement (PSA) is to complete the Phase I Grant Application for a "Public Works and Economic Adjustment Assistance Programs" 11.300 CFDA.

Task II is the preparation of a full grant proposal, "if invited" by the Economic Development Administration based on the Phase I application as accepted.

The Scope of Services will be performed and managed by Task with services provided within the defined scope of services for each Task, as authorized by the City of Tracy. Proceeding to subsequent Tasks will be at the direction of the Director of Development Services.

II. Tasks

**Task I.** Completion and submission of a Phase I grant proposal for the Schulte Road bridge and road connections.

- A. Complete Phase I application for a grant under the Economic Development Administration (EDA) under the "Public Works and Economic Adjustment Assistance Programs", 11.300 CFDA.
- B. Scheduling meeting with EDA Western Region Area Representative, Mr. Will Marshall, for site tour once Phase I application has been filed.
- C. Scheduling on site briefing with Congressional Legislators Jeff Denham, District 10, and Jerry McNerney, District 9.
- D. Maintain communication with Area Representative during 30-day review period.

**Task II.** Preparation of Full Grant Application for submission as invited by EDA

- A. Prepare complete grant proposal and provide all supporting documentation. This will include three (3) scheduled meetings in the City of Tracy to coordinate with the City and/or Prologis consultants.
- B. Define specific information required in the full application and facilitate the process with City of Tracy staff, consultant, etc. to achieve required information.
- C. Identify Project Budget including sources of committed funds to support the project. Assist in the preparation of project construction documents and cost estimates. Prepare budget consistent with Program Guidelines.
- D. Prepare full application consistent with EDA program requirements for electronic submission upon approval by the City of Tracy.
- E. Maintain communication with the Area Representative and Seattle Regional Office.

EXHIBIT B  
COMPENSATION

The following cost estimates will be utilized by Pennino Management Group to complete all tasks as outlined in Exhibit A of the Professional Services Agreement.

The authorization to proceed by Task is at the discretion of the City of Tracy.

I. Tasks

Task I.	Completion of the Phase I grant application for a Federal EDA grant under 11.300 CFDA	\$10,800
Task II.	Preparation and submission of a complete application at the Invitation of EDA.	\$24,300
<b>Estimated Fee (Tasks I and II)</b>		<b>\$35,100</b>

Hourly Fee -Pennino Management

Principal	\$185.00/hour
Project Support	\$ 97.50/hour
Project Engineer	\$118.00/hour
Clerical	\$ 56.00/hour

II. Reimbursable Costs

Contract Services - Electronic media, printing, reproduction	\$ 1,200
Direct Expense – Meetings, travel, mailing, etc.	\$ 5,000

**Reimbursable Costs** **\$ 6,200**

Travel, Auto \$0.565/mile or applicable approved Federal Billing Rate

Mailing, meals, subcontractor billed at a cost plus 10% and includes such items as travel expense, freight, equipment rental, fees, subcontractors, postage, printing and reproduction fees, supplies.

**Not to Exceed** **\$ 41,300**

III. Time of Performance

The scope of the tasks will be performed over a period of 24 to 36 months. A project grant award has a performance requirement of completion in 36 months from time of award. The Economic Development Agency (EDA) encourages a shorter performance timeline.

**City of Tracy**  
**AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT**  
*Grant, Research & Funding Program Services*

This Amendment No. 1 (Amendment) to the Grant, Research & Funding Program Services professional services agreement is entered into between the City of Tracy, a municipal corporation (City), and Pennino Management Group, a California corporation (Consultant).

**Recitals**

- A. The City and Consultant entered into a Professional Services Agreement for Grant, Research & Funding Program Services at (Agreement) on November 11, 2017 for an amount not to exceed \$35,100 for work performed and \$6,200 for reimbursable costs including printing, document reproduction, meetings, and travel as approved by City.
- B. Consultant completed the original services outlined in the Agreement and completed an Economic Development Administration (EDA) Grant under Public Works & Economic Adjustment Assistance Program and submitted completed application.
- C. Consultant identified an additional funding opportunity under the EDA Notice of Funding Opportunity (NOFO) FY 2018 Disaster Supplemental Grant Funding program.
- D. In order to qualify for additional funding under the Disaster Supplemental Grant NOFO, staff was required to withdraw the Public Works & Economic Adjustment Assistance Program grant and prepare a new application.
- E. Authorization to submit an application for Fiscal Year 2018 Economic Development Administration Disaster Supplemental Grant Funding for the bridge replacement and expansion project over the Delta Mendota Canal at Old Schulte Road and International Parkway was approved by the City Council on November 7, 2018, under Resolution No. 2018-229.
- F. An additional appropriation in the amount of \$32,983.69 is needed for Consultant to complete the research, organization and production of the Final Phase II application under the FY 2018 EDA Disaster Supplemental Grant Funding program.

**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.** Section 3.1 is amended in its entirety to read as follows:

"3.1 General. For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's fee for this Agreement is Not-to-Exceed \$68,083.69 for work performed. Consultant shall be entitled to payment of service related reimbursable costs including printing, document reproduction, meetings, and travel not to exceed \$6,200 as approved by City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement except for reimbursable costs identified in Exhibit "B". No work

shall be performed by Consultant in excess of the Not-to-Exceed amount 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**

Pennino Management Group, a California Corporation

By: Robert Rickman  
Title: Mayor

  
By: Michael Locke  
Title: Vice President

Date: \_\_\_\_\_

Date: Nov 27, 2018

Federal Employer Tax ID No. 45-5606098

Attest:

  
By: Phillip Pennino  
Title: Secretary/Treasurer

By: \_\_\_\_\_  
Adrienne Richardson, City Clerk

Date: 11/28/2018

Approved as to form

City Business License # 06009114

By: Thomas T. Watson, City Attorney



RESOLUTION 2018-\_\_\_\_\_

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH PENNINO MANAGEMENT GROUP FOR ADDITIONAL GRANT, RESEARCH, AND FUNDING PROGRAM SERVICES TOTALING \$32,984

WHEREAS, City Council authorized staff, under Resolution No. 2018-229, to submit an application for Fiscal Year 2018 Economic Development Administration Disaster Supplemental Grant funding for the bridge replacement and expansion over the Delta Mendota Canal at Old Schulte Road and International Parkway, and

WHEREAS, The City of Tracy and Pennino Management Group (Consultant) entered into a Professional Service Agreement (Agreement) for Grant, Research and Funding Program Services on November 11, 2017, and

WHEREAS, Consultant services are needed to complete the grant application as directed by Council under Resolution No. 2018-229 which requires that the Agreement be amended to include these additional services and increase compensation for these services;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves Amendment No. 1 to the Professional Service Agreement with Pennino Management Group for additional grant, research, and funding program services totaling \$32,984.

\* \* \* \* \*

The foregoing Resolution 2018-\_\_\_\_\_ was passed and adopted by the Tracy City Council on the 18<sup>th</sup> day of December 2018, by the following vote:

- AYES:            COUNCIL MEMBERS:
- NOES:           COUNCIL MEMBERS:
- ABSENT:        COUNCIL MEMBERS:
- ABSTAIN:       COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

## AGENDA ITEM 1.D

REQUEST

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH PATRIOT PEST MANAGEMENT, OF TRACY, CA, TO PROVIDE PEST CONTROL SERVICES FOR VARIOUS CITY SITES, FOR AN AMOUNT NOT TO EXCEED \$247,212 ANNUALLY, AND AUTHORIZE THE CITY MANAGER TO EXECUTE EXTENSIONS AND TO MAKE ANY MINOR AMENDMENTS TO THE AGREEMENT**

EXECUTIVE SUMMARY

Staff is seeking Council approval of a Professional Service Agreement with Patriot Pest Management in an amount not to exceed \$247,212 annually, to provide pest control services for various City sites.

DISCUSSION

The City of Tracy has approximately 51 sites that require pest control services to properly maintain a pest free environment. These services include monthly and quarterly applications of non-flammable pesticides to combat pests such as spiders, cockroaches, beetles, ants, wasps, winged and biting insects, mice, and other rodents. Most buildings at the sites listed will be serviced. At the various parks that are listed, restrooms, booster pump stations, shade structures, concession stands, etc. will be serviced. Specific areas, including specific buildings, are outlined in the Proposal – Scheduled Monthly Services.

The sites are as follows:

## Sites

City Hall	Boyd Service Center (various areas)
Community Center	Tracy Historic Museum
Police Station	Tracy Animal Shelter
Senior Center	Joe Wilson Pool
Support Services Building	Storage Buildings (609 6 <sup>th</sup> Street)
Police Annex Facility	Tracy Ballpark
Police Gun Range	Lammersville Schoolhouse
Tracy Library	Tracy Sports Complex
Tracy Transit Station	Clyde Bland Park
Fire Administration	Ceciliani Park
Fire Station #91	Dr. Powers Park
Fire Station #92	Galli Family Park
Fire Station #93	Hoyt Park
Fire Station #94	Kenner Park
Fire Station #96	Larsen Park
Fire Station #97	Lincoln Park
Fire Support Service	McDonald Park
Grand Theatre	Thoming Park
Old Jail House	Legacy Fields
Airport FBO Building	Zanussi Park

Public Works requested proposals from pest control service contractors through the Request for Proposal (RFP) process. Proposals received were from three contractors, which included:

Cartwright Termite & Pest Control, Inc. – El Cajon, CA  
Patriot Pest Management – Tracy, CA  
Pestmaster Services, Inc. – Reno, NV

Upon review and rating of the proposals, staff felt there was a need to interview all vendors. Interviews were held via telephone on November 2, 2018, with each vendor scored on an established matrix which included: labor factors, equipment/materials used, professional references, billing procedures and cost. After completing the evaluation/interview process, the staff found Patriot Pest Management, to be the most qualified contractor. The City is currently utilizing this local vendor, and has been pleased with the service level received.

The agreement is for two (2) years. The proposed terms in the agreement provide that if the City determines that the contractor has satisfactorily performed all requirements in the agreement, and per the recommendation from the Public Works Director to the City Manager, the City Manager may extend the agreement for up to an additional four (4) years in any combination, not to exceed a total agreement length of six (6) years.

The agreement includes an annual not-to-exceed amount of \$247,212. Staff has added a contingency amount of approximately 6% to cover any emergency or extra services that arise at City sites that will be charged against the agreement. These estimated increases do not anticipate the addition of a major facility such as a large multi-generational facility. Such a major addition will be negotiated separately and brought to Council for approval.

#### STRATEGIC PLAN

This item is a routine operational item and does not relate to the Council's four strategic plans.

#### FISCAL IMPACT

Agreement value not to exceed \$247,212 annually. The not to exceed amount includes emergency and additional work performed. The costs of this professional services agreement for pest control services were included in the approved FY 2018/ 2019 various departmental operating budgets.

#### RECOMMENDATION

Staff recommends Council approve a Professional Services Agreement with Patriot Pest Management, of Tracy, CA, for Pest Control Services at Various City Sites, for an amount not to exceed \$247,212 annually, and authorize the City Manager to amend the Agreement to execute extensions and to make any minor amendments to the agreement.

Agenda Item 1.D  
December 18, 2018  
Page 3

Prepared by: Robert Gravelle, Public Works Superintendent  
Nancy Chapman, Management Analyst

Reviewed by: Don Scholl, Public Works Director  
Karin Schnaider, Finance Director  
Andrew Malik, Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

#### ATTACHMENTS

Attachment A – Professional Services Agreement

**City of Tracy**  
**PROFESSIONAL SERVICES AGREEMENT**  
*Pest Control Services*

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and **Patriot Pest Management, Tracy, Ca**, a California corporation (Contractor).

**Recitals**

- A. A Request for Proposal (RFP) was issued on October 15, 2018 for Pest Control Services for Various City Sites 2018-2020 (hereinafter "Project"). All RFP's were submitted to the Public Works Department by November 1, 2018.
- B. After negotiations between the City and Provider, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

**Now therefore, the parties mutually agree as follows:**

- 1. **Scope of Services** - Contractor 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, Contractor's Authorized Representative: **Donald Facciolla**, President. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit "A," nor shall Contractor use any subcontractors or subcontractors, without City's prior written consent.
- 2. **Term of Agreement** - The term of this agreement shall be for two years commencing on January 1, 2019. In the event that the City determines that the Proposer(s) has satisfactorily performed all requirements in this agreement, and per recommendation from the Public Works Director to the City Manager, the City Manager may extend the Agreement for an additional four (4) years in any combination not to exceed six (6) years.
- 3. **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. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." 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.
- 4. **Compensation**
  - 4.1 **General** - For services performed by Contractor under this Agreement, City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Contractor's fee for this Agreement is Not to Exceed \$247,212 annually.

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 Not to Exceed amount without the City's prior written approval. Additional facilities or square footages added by the City, due to new construction or acquisition, will be negotiated and the Agreement amended by City Council.

**4.2 Invoices** - Contractor shall submit a single monthly invoice to the City describing the services performed, including times, dates, and areas of where service was performed.

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

**5. 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 contract, and are not limited by the provisions of Section 5 relating to insurance.

## **6. Insurance**

**6.1 General** - 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 here.

**6.2 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 \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

- 6.3 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.
- 6.4 Workers' Compensation** - coverage shall be maintained as required by the State of California.
- 6.5 Endorsements.** Contractor shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 6.5.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- 6.5.2** 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 Substitute Certificates** - No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Contractor shall provide a substitute certificate of insurance.
- 6.10 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.
- 7. Independent Contractor Status; Conflicts of Interest.** 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 the 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.

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.

8. **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.
9. **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.
10. **Miscellaneous.**

**10.1 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 as follows:

To City:  
Don Scholl  
Public Works Director  
City of Tracy  
520 Tracy Blvd.  
Tracy, CA 95376

To Contractor:  
Donald Facciolla  
Patriot Pest Management  
395 W. 11<sup>th</sup> Street #C  
Tracy, CA 95376

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

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

**10.2 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.



**10.3 Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

**10.4 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.

**10.5 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.

**10.6 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.

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

**11.8 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. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.

**11.9. Business License.** Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License.

**11.10 Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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. 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 the Contractor and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

**City of Tracy**

\_\_\_\_\_  
By: Robert Rickman  
Title: Mayor  
Date: \_\_\_\_\_

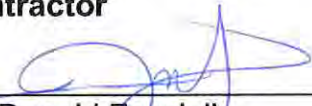
Attest:

\_\_\_\_\_  
Adrienne Richardson, City Clerk

Approved as to form:

\_\_\_\_\_  
Thomas Watson, City Attorney

**Contractor**

  
\_\_\_\_\_  
By: Donald Facciolla  
Title: President  
Date: 11/26/18

Federal Employer Tax ID  
No. 26-2797744

Contractor's License No. OPR 10456

**Exhibits:**

- A. Scope of Services
- B. Schedule of Prices

SPECIFICATIONS

For

PEST CONTROL SERVICES AT VARIOUS CITY SITES 2018 - 2020

CITY OF TRACY, A MUNICIPAL CORPORATION

OF SAN JOAQUIN COUNTY, CALIFORNIA

\* \* \* \* \*

1. DESCRIPTION OF WORK:

The intent and purpose of these specifications are to provide for pest control services at various City sites as described in these Specifications in a safe, neat and workmanlike manner.

2. SCOPE OF SERVICES:

Furnish all labor, materials, methods, processes, tools, machinery, equipment, transportation, and services necessary for pest control at various City sites. The City reserves the right to increase or decrease the number of sites requiring pest control services during the term of the Agreement.

3. COMPLETION OF WORK:

The Contractor will perform work on a monthly or quarterly basis at various City sites as identified in Attachment A, "Schedule of Prices". The Contractor must provide the Public Works Department a schedule of work to be completed. The location, day, and approximate time of the work must be provided. Payment will not be made to the Contractor if the Contractor does not provide advance notification of all work to be completed.

4. METHODS OF PEST CONTROL:

All pesticides used must be non-flammable, secured when unattended, and registered by the US Environmental Protection Agency and the State of California.

Before an application is made, the Contractor must notify the Public Works Superintendent or designee, of precautionary actions, if any, that may need to be taken.

Contractor must not apply any pesticide product that has not been approved for the use by Federal and State regulatory agencies.

Contractor to provide an environment free from, but not limited to, the following pests:

- a. Spiders, cockroaches, and beetles
- b. Crickets and other hoppers
- c. Ants (all species), earwigs, sow bugs, silverfish, and other crawling insects
- d. Fleas and other biting insects
- e. Wasps, hornets, and other stinging insects nesting in the interior or exterior, up to a maximum height of two stories
- f. Moths and other flying pests
- g. Weevils and other food pests
- h. Mice, rats, and other rodents

The pest control services must be performed in/on all sites listed in Attachment A, occupied or unoccupied, including, but not limited to: basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, walls/enclosures, kitchens, dining rooms, cafeterias, food preparation and storage areas, refuse containers and surrounding storage areas, offices, lavatory and shower areas, hallways, and lounge areas.

All Contractor personnel working in or around City facilities and sites must wear distinctive uniform clothing and identification.

The Contractor must perform a thorough inspection during every service. Following each scheduled service, the Contractor must submit a written report to the Public Works Superintendent or designee listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc. Should the scheduled services not be totally effective, or interrupt institutional activities, the Contractor will be required to provide necessary services at alternate times agreeable to the City facility, at no additional cost. Complaints and service requirements, including recall work required between scheduled service visits, must be handled within 24 hours after notification and will be at no additional cost to the City.

5. SUBCONTRACTORS:

Contractor cannot use subcontractors without the prior written approval of the City of Tracy.

6. TERM OF AGREEMENT:

The term of the Agreement shall be for two years commencing on the first day of the month following Council approval. In the event that the City determines that the Contractor has satisfactorily performed all requirements in the agreement, and per recommendation from the Public Works Director to the City Manager, the City Manager may extend the Agreement for an additional four (4) years in any combination, not to exceed a total agreement length of six (6) years.

7. CANCELLATION:

The City reserves the right to cancel without prior notice, the balance of the Agreement if the Contractor fails to provide those services identified in these Specifications.

8. Unacceptable Agreement Clauses:

The Contractor should specifically indicate in its proposal any clauses in the City's proposed Professional Services Agreement (PSA) (Exhibit "B") which are unacceptable to the Contractor. **Insurance is a non-negotiable item.**

9. PROTECTION OF EXISTING IMPROVEMENTS:

The Contractor shall be responsible for the protection of public and private property from damages and shall exercise due caution to avoid damage to such property.

Unless otherwise provided, the Contractor shall repair or replace all existing improvements damaged as a result of their operations. Repairs and replacements shall be at least equal to existing structures and shall match them in finish and dimension.

Trees, lawns, and shrubbery shall be protected from damage or injury. If such landscaping should be damaged because of the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible.

10. PUBLIC CONVENIENCE AND SAFETY:

The Contractor shall erect signs and barricades, advising of the work in progress, and shall channelize pedestrian traffic in the vicinity of the work area to insure the safe passage of the public. Use of these methods will in no way relieve the Contractor from their responsibility for the safe conduct of pedestrian traffic through their work area.

11. COMPLIANCE WITH LAWS:

Contractor, their agents and employees, shall comply with all laws, ordinances, rules and regulations of the State, County, and the City of Tracy, and all governing bodies having jurisdiction applying to work done or to be done under these Specifications.

12. PAYMENT TO CONTRACTOR:

Contractor shall submit a single, **comprehensive** invoice on a monthly basis. Payment for services rendered per the Specifications will be made within 30 days following the month during which services have been performed, provided that the specified reports and invoice have been submitted in a timely manner.

Contractor shall provide a list of duties completed and items not accomplished per contract. Also included shall be a list of work to be completed the next month. No payment will be made without a completed work schedule for the month, deficiencies noted and corrected, and the work plan for the next month.

Failure to comply with the duties, as noted, may show due cause for refusal of contractual payment and/or cancellation of services offered. Monthly invoice will be corrected by Contractor and resubmitted for payment.

13. LICENSE:

The Contractor and all subcontractors shall obtain a City of Tracy Business License prior to beginning any work and other applicable license to perform work.

14. PROPOSAL COMPLIANCE:

Failure on the part of the Contractor to comply with all requirements and conditions of the invitations for proposal may subject their proposal to rejection. No exception or deviation from these specifications will be considered unless each exception or deviation is specifically stated by the bidder as an exception and/or deviation.

15. PROPOSAL SUBMITTAL DATE:

Sealed Proposals must be submitted in an envelope that clearly reads "**PEST CONTROL BID ENCLOSED – DO NOT OPEN WITH GENERAL MAIL**" and are to be received by the Public Works Superintendent, City of Tracy, 520 Tracy Blvd., Tracy, California 95376 no later than **9:00 a.m. on Thursday, November 1, 2018**. No bid proposals will be accepted after this time.

PROPOSAL

to the

CITY OF TRACY, A MUNICIPAL CORPORATION

OF SAN JOAQUIN COUNTY, CALIFORNIA

for

PEST CONTROL SERVICES AT VARIOUS CITY SITES 2018 - 2020

\*\*\*\*\*

Name of Proposer: Patriot Pest Mgmt.  
Business Address: 793 S. TRACY Blvd # 135  
TRACY CA 95376  
Phone: (209) 835-8005

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that Proposer has examined the Specifications, read the Notice Inviting Proposals and hereby proposes to do all the work in accordance with said Specifications for the unit prices set forth in the enclosed Schedule of Prices.



SCHEDULE OF PRICES

The Contractor must bid each item separately. Prices quoted must include the cost of all labor, materials, and equipment necessary to perform interior and exterior pest control services in a neat and workmanlike manner.

**SCHEDULED MONTHLY SERVICES**

FACILITY/SITE	PRICE PER SITE	APPLICATIONS FREQUENCY	TOTAL ANNUAL COST
City Hall – Civic Center 333 Civic Center Plaza	\$ 50	12 - Monthly	\$ 600
Community Center 950 East Street	\$ 30	12 – Monthly	\$ 360
Police Station 1000 Civic Center Drive	\$ 40	12 - Monthly	\$ 480
Senior Center 375 E. 9 <sup>th</sup> Street	\$ 30	12 – Monthly	\$ 360
Support Services Building 325 Civic Center Plaza	\$ 30	12 – Monthly	\$ 360
Police Annex Facility 400 E. 10 <sup>th</sup> Street	\$ 40	12 – Monthly	\$ 480
Police Gun Range 7299 S. Tracy Blvd Restrooms Only	\$ 40	12 - Monthly	\$ 480
Tracy City Library 20 E. Eaton Ave.	\$ 65	12 – Monthly	\$ 780
Tracy Transit Station 50 E. 6 <sup>th</sup> Street	\$ 40	12 – Monthly	\$ 480
Fire Administration 835 Central Ave.	\$ 40	12 – Monthly	\$ 480
Fire Station #91 1701 W. Eleventh Street	\$ 40	12 – Monthly	\$ 480
Fire Station #92 1035 E. Grant Line Rd.	\$ 40	12 – Monthly	\$ 480
Fire Station #93 1400 W. Durham Ferry Rd.	\$ 40	12 – Monthly	\$ 480
Fire Station #94 16502 W. Schulte Rd.	\$ 40	12 – Monthly	\$ 480
Fire Station #96 1800 W. Grant Line Rd.	\$ 40	12 – Monthly	\$ 480
Fire Station #97 595 W. Central Ave.	\$ 35	12 – Monthly	\$ 420
Fire Support Service 301 W. Grant Line Rd.	\$ 40	12 – Monthly	\$ 480
Grand Theatre 715 Central Ave.	\$ 50	12 – Monthly	\$ 600
Old Jail House 25 W. 7 <sup>th</sup> Street	\$ 30	12 - Monthly	\$ 360
Airport FBO Building 29633 S. Tracy Blvd.	\$ 40	12 – Monthly	\$ 480
Boyd Service Center (BSC) Admin. 520 Tracy Blvd.	\$ 30	12 – Monthly	\$ 360
BSC Transit Building 520 Tracy Blvd.	\$ 30	12 – Monthly	\$ 360



FACILITY/SITE	PRICE PER SITE	APPLICATIONS FREQUENCY	TOTAL ANNUAL COST
BSC Garage 520 Tracy Blvd.	\$ 30	12 – Monthly	\$ 360
BSC Shops B 520 Tracy Blvd.	\$ 30	12 – Monthly	\$ 360
BSC Shops C 520 Tracy Blvd.	\$ 30	12 – Monthly	\$ 360
BSC Warehouse 520 Tracy Blvd.	\$ 30	12 – Monthly	\$ 360
BSC Trailer #1 520 Tracy Blvd.	\$ 30	12 – Monthly	\$ 360
BSC Trailer #2 520 Tracy Blvd.	\$ 30	12 – Monthly	\$ 360
Construction Trailer #1 520 Tracy Blvd.	\$ 30	12 – Monthly	\$ 360
Construction Trailer #2 520 Tracy Blvd.	\$ 30	12 – Monthly	\$ 360
Tracy Historic Museum 1141 Adam Street	\$ 40	12 – Monthly	\$ 480
Tracy Animal Shelter 2375 Paradise Rd.	\$ 50	12 – Monthly	\$ 600
Joe Wilson Pool 900 Lowell Ave.	\$ 40	12 – Monthly	\$ 480
Storage Buildings 609 6 <sup>th</sup> Street	\$ 33	12 – Monthly	\$ 396
Tracy Ballpark 23 <sup>rd</sup> Street (between Tracy Blvd. and Bessie Ave.) Press Box and Restroom	\$ 40	12 - Monthly	\$ 480
Lammersville Schoolhouse Lowell Ave. & Blanford Ln.	\$ 30	12 - Monthly	\$ 360
Tracy Sports Complex 955 Crossroads Drive Meeting & Restroom	\$ 30	12 – Monthly	\$ 360
Tracy Sports Complex 955 Crossroads Drive Concession Stand	\$ 30	12 – Monthly	\$ 360
Tracy Sports Complex 955 Crossroads Drive Maintenance Building, Booster Pump Station, Irrigation Cabinet	\$ 30	12 – Monthly	\$ 360
Clyde Bland Park Lowell Ave. & Blanford Ln. Restroom, Booster Pump Station, Irrigation Controller Cabinet	\$ 50	4 – Quarterly	\$ 200
Ceciliani Park Cypress Drive & Louriana Ln. Restroom, Booster Pump Station, Irrigation Cabinet	\$ 50	4 – Quarterly	\$ 200
Dr. Powers Park Lowell Ave. & Tracy Blvd. Restroom	\$ 50	4 – Quarterly	\$ 200
Galli Family Park Lowell Ave. & Orchard Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structures	\$ 50	4 – Quarterly	\$ 200



FACILITY/SITE	PRICE PER SITE	APPLICATIONS FREQUENCY	TOTAL ANNUAL COST
Hoyt Park Third Street & Dale O'Dell Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structure	\$ 50	4 - Quarterly	\$ 200
Kenner Park Kavanagh Ave. & Golden Springs Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structures	\$ 50	4 - Quarterly	\$ 200
Larsen Park Central Ave. & Ferdinand St. Restroom, Irrigation Controller Cabinet	\$ 50	4 - Quarterly	\$ 200
Lincoln Park East St. & Eaton Ave. Restroom, Out Buildings, Irrigation Cabinets, Gazebo, Shade Structure	\$ 50	4 - Quarterly	\$ 200
McDonald Park Central Ave. & First St. Restroom, Splash Pad Building	\$ 50	4 - Quarterly	\$ 200
Thoming Park Sycamore Pkwy & Cambridge Pl. Booster Pump Station, Irrigation Cabinet, Shade Structures	\$ 50	4 - Quarterly	\$ 200
Legacy Fields Concession Stands, Restroom, Grandstands, and Conex Boxes (2)	\$ 50	4 - Quarterly	\$ 200
Zanussi Park Promenade Circle Booster Pump Station, Irrigation Controller Cabinet, Gazebo	\$ 50	4 - Quarterly	\$ 200
<b>GRAND TOTAL</b>			\$ 18,996 <sup>00</sup>

Additional services considered "Extra Work" not covered under the Specifications and billed separately from the monthly invoice at the following rate not including materials:

**EMERGENCY SERVICES/EXTRA WORK**

FACILITY	HOURLY RATE
First Hour	\$ 225. <sup>00</sup>
Additional Hours	\$ -

BIDDER'S QUALIFICATIONS

The following statements as to Experience and Financial qualifications of the Proposer must be submitted as part of this Proposal and the truthfulness and accuracy of the information is guaranteed by the Proposer.

PROPOSER'S EXPERIENCE

The Proposer's experience in work of a nature similar to that covered in the Proposal extends over a period of 35 years.

WORK REFERENCES

Please list three current work references:

Customer Name Jefferson School Dist  
Contact Name SAM  
Address \_\_\_\_\_  
City/State/Zip TRACY  
Phone 209 834-6109

Customer Name Western Power Admin  
Contact Name George  
Address 5300 Kelso Rd  
City/State/Zip TRACY 95376  
Phone (916)804-9720

Customer Name St Pauls Church  
Contact Name Ed Ramirez  
Address 1435 Chester Dr  
City/State/Zip TRACY  
Phone 209 835-7438

SIGNATURE OF BIDDER

Proposer agrees to be bound by its proposal and, if awarded the work contemplated by this proposal, to enter into a contract with the City of Tracy pursuant to and in accordance with the Specifications set forth in the proposal documents.

Donald M. Facciolla  
Name of Firm Representative

  
Signature of Firm Representative

President  
Title

10/27/18  
Date of Proposal

**THIS PROPOSAL MUST BE SIGNED BY THE PROPOSER**

Proposal Name: Patriot Pest mgmt.



**Local Vendor Affidavit**  
**(Tracy Municipal Code Sections 2.20.030(g) and 2.20.230)**

The City of Tracy Local Vendor Preference may be applied to this proposal. If you qualify for this preference, please submit this Local Vendor Affidavit along with your response to this proposal.

**Definition of Local Vendor:**

Per Tracy Municipal Code 2.20.030(g), "local vendor" means a person or legal entity which has a place of business (other than a PO Box) within the city and a valid, current City of Tracy business license. The local business needs to be operating from a functional office, within the city limits, that is staffed with the company's employees, during normal business hours.

**Qualifications:**

To qualify as a local vendor, the vendor shall submit with its bid this completed Local Vendor Affidavit to document the following\*:

- The business has a facility with a City of Tracy address
- The business will attribute the sales tax from the sale to the City of Tracy
- The business has had a City of Tracy business license for at least one year prior to the opening of the bid

Business Name: Patriot Pest Mgmt.

Physical Address: 395 W. 11th Street #C TRACY 95376

Phone: 209 835-8005 FAX: (209) 835-8009 E-Mail: patriotpm4u@gmail.com

Tracy Business License No. 32120 Date License First Issued: 2001

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Service

Donald M. Facciolla (typed) Date 10/27/18

President  
Title of Company Official

  
Signature of Company Official

**Submittal of false data will result in disqualification of local vendor preference**

\*Additional supporting documentation that may be requested by the City to verify qualification includes:

- A copy of current SS2 form (State, Local & district Sales and Use Tax Return Form)
- Copy of current business license
- Proof of current business address

RESOLUTION \_\_\_\_\_

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PATRIOT PEST MANAGEMENT, OF TRACY, CA, TO PROVIDE PEST CONTROL SERVICES FOR VARIOUS CITY SITES, FOR AN AMOUNT NOT TO EXCEED \$247,212 ANNUALLY, AND AUTHORIZE THE CITY MANAGER TO EXECUTE EXTENSIONS AND TO MAKE ANY MINOR AMENDMENTS TO THE AGREEMENT

WHEREAS, The City of Tracy has approximately 51 City sites that require pest control services to properly maintain a pest free environment, and

WHEREAS, These services include monthly and quarterly applications of non-flammable pesticides to combat pests and rodents, and

WHEREAS, The facilities being serviced are as follows:

City Hall	Boyd Service Center (various areas)
Community Center	Tracy Historic Museum
Police Station	Tracy Animal Shelter
Senior Center	Joe Wilson Pool
Support Services Building	Storage Buildings (609 6 <sup>th</sup> Street)
Police Annex Facility	Tracy Ballpark
Police Gun Range	Lammersville Schoolhouse
Tracy Library	Tracy Sports Complex
Tracy Transit Station	Clyde Bland Park
Fire Administration	Ceciliani Park
Fire Station #91	Dr. Powers Park
Fire Station #92	Galli Family Park
Fire Station #93	Hoyt Park
Fire Station #94	Kenner Park
Fire Station #96	Larsen Park
Fire Station #97	Lincoln Park
Fire Support Service	McDonald Park
Grand Theatre	Thoming Park
Old Jail House	Legacy Fields
Airport FBO Building	Zanussi Park

WHEREAS, Public Works requested proposals from pest control service contractors and proposals were received from three contractors, and

WHEREAS, After completing the evaluation and interview process, Patriot Pest Management, was found to be the most qualified, and

WHEREAS, The agreement is for two years with the option to extend the agreement for up to an additional four years in any combination, not to exceed a total agreement length of six years, with approval by the City Manager upon recommendation of the Public Works Director, based on the performance of the contractor, and

WHEREAS, The annual cost for the services provided by the vendor will not exceed \$247,212 annually, including any emergency or extra services;

NOW, THEREFORE, BE IT RESOLVED, The City Council approves a two-year professional services agreement with Patriot Pest Management, Tracy, CA, to provide pest control services for various City sites, for an amount not to exceed \$247,212 annually, and authorizes the City Manager to execute any extensions and to make any minor amendments to the agreement.

\* \* \* \* \*

The foregoing Resolution \_\_\_\_\_ was passed and adopted by the Tracy City Council on the 18<sup>th</sup> day of December 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

AGENDA ITEM 1.E

REQUEST

**AWARD A CONSTRUCTION CONTRACT TO KNIFE RIVER CONSTRUCTION OF STOCKTON, CALIFORNIA FOR THE 2016-2017 OVERLAY PROJECT, CIP 73142-B IN THE AMOUNT OF \$827,572, FEDERAL PROJECT NUMBER STPL-5192(043), APPROVE A CONTINGENCY AMOUNT OF \$82,758 AND AUTHORIZE A TRANSFER OF \$108,424 FROM CIP 73166 TO CIP 73142-B, WITH A TOTAL PROJECT COST OF \$957,330.**

EXECUTIVE SUMMARY

City staff requests that City Council award a construction contract for the 2016-2017 Overlay Project on Central Avenue (128 ft. north of Deerwood Lane to Tracy Boulevard) and Chester Drive (Lowell Avenue to Duncan Drive).

DISCUSSION

This project is part of the City's annual street improvement program and consists of rubberized asphalt concrete overlay on Central Avenue (128 ft. north of Deerwood Lane to Tracy Boulevard) and Chester Drive (Lowell Avenue to Duncan Drive), including pavement repair, signing, striping, traffic signal loop replacement, and wedge grinding.

Street selections were based on life-cycle and cost-benefit analysis using the City's Pavement Management Program and coordinated with the City's Public Works Department Street, Maintenance Division.

Engineering staff prepared the plans and specifications and advertised the project for competitive bids on August 24, and August 31, 2018.

Bids were received and publicly opened at 2:00 p.m. on Tuesday, September 18, 2018, with the following results:

<u>Contractor</u>	<u>Base Bid</u>
Knife River Construction, Stockton	\$827,572
A Teichert & Son, Inc., Roseville	\$842,000
Tom Mayo Construction, Inc., Stockton	\$881,089
Central Valley Engineering & Asphalt, Inc.	\$876,108

Bid analysis indicates that the lowest monetary bid is responsive and the bidder, Knife River Construction, of Stockton, California, is responsible. The bidder has the appropriate contractor's license in active standing with the State of California, and has completed similar projects for other public agencies.

The total estimated cost of this project, if awarded to the low bidder, is as follows:

Construction Bid	\$827,572
------------------	-----------

Construction Management (5%)	\$42,000
Design Support During Construction	\$5,000
Contingency @ 10%	<u>\$82,758</u>
<b>Total Project Cost</b>	<b>\$957,330</b>

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by Council. City staff recommends the contingency amount for this project to be \$82,758, which is 10% of the construction contract cost.

**STRATEGIC PLAN**

The agenda item is a routine operational item and is not related to the Council's Strategic Plans.

**FISCAL IMPACT**

The estimated project cost is \$957,330 to be funded as follows:

Grant Fund	\$650,000
CIP 73142-B	\$198,906
Transfer funds from CIP 73166 to CIP 73142-B	<u>\$108,424</u>
Total	\$957,330

**RECOMMENDATION**

That City Council, by resolution, award a construction contract to Knife River Construction, of Stockton, California in the amount of \$827,572, for the Overlay Project CIP 73142-B Federal Project Number STPL-5192(043), approve a contingency amount of \$82,758 if needed, and authorize a transfer of \$108,424 from CIP 73166 to 73142-B, for a total project cost of \$957,330.

Prepared by: Anju Pillai, PE, Associate Civil Engineer  
Zabih Zaca, PE, Senior Civil Engineer

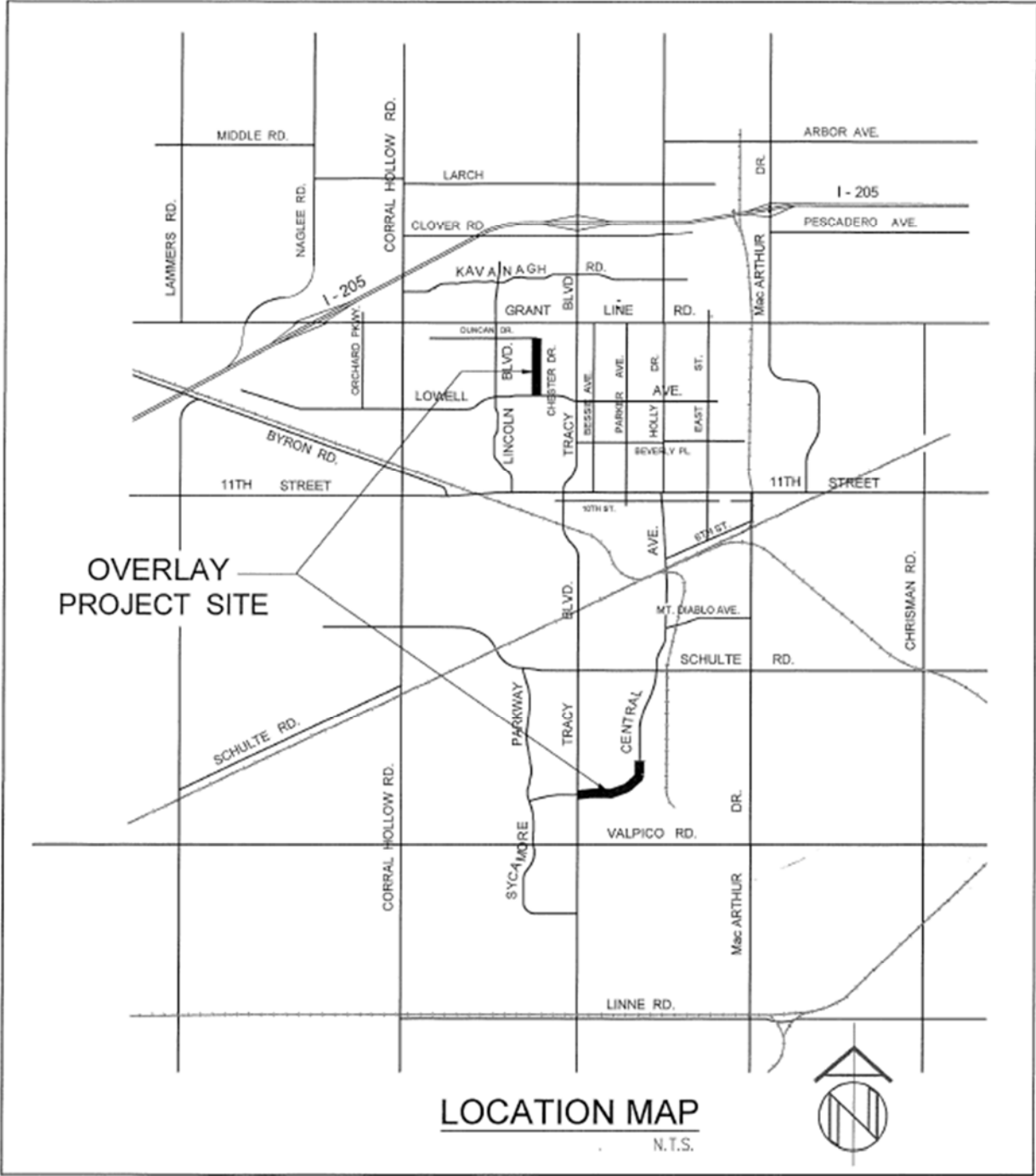
Reviewed by: Robert Armijo, PE, City Engineer/Assistant Development Services Director  
Karin Schnaider, Finance Director  
Andrew Malik, Assistant City Manager

Approved by: Randall Bradley, City Manager

**ATTACHMENTS**

Attachment A – Location Map





RESOLUTION 2018-\_\_\_\_\_

AWARDING A CONSTRUCTION CONTRACT TO KNIFE RIVER CONSTRUCTION, OF STOCKTON, CALIFORNIA, FOR THE 2016-2017 OVERLAY PROJECT, CIP 73142-B IN THE AMOUNT OF \$827,572, FEDERAL PROJECT NUMBER STPL-5192(043), APPROVING A CONTINGENCY AMOUNT OF \$82,758, AND AUTHORIZING A TRANSFER OF \$108,424 FROM CIP 73166 TO CIP 73142-B, WITH A TOTAL PROJECT COST OF \$957,330.

WHEREAS, This project is part of the City’s annual street improvement program and consists of rubberized asphalt concrete overlay on Central Avenue (128 ft. north of Deerwood Lane to Tracy Boulevard) and Chester Drive (Lowell Avenue to Duncan Drive), including pavement repair, signing, striping, traffic signal loop replacement, and wedge grinding, and

WHEREAS, The street selections were based on life-cycle and cost-benefit analysis using the City’s Pavement Management Program and coordinated with the City’s Public Works Department Street, Maintenance Division, and

WHEREAS, The project was advertised for competitive bids on August 24, and August 31, 2018, bids were received and publicly opened at 2:00 p.m., on September 18, 2018, and

WHEREAS, Knife River Construction, is the lowest monetary bidder, bid analysis indicates their bid is “responsive” and the bidder is “responsible,” and

WHEREAS, These are approved Capital Improvement Projects for FY 2016-17, funded by the Grant fund, and as such, there will be no impact to the General Fund, and

WHEREAS, Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council, and

WHEREAS, The recommended contingency amount for this project is \$82,758;

NOW, THEREFORE BE IT RESOLVED, That City Council of the City of Tracy hereby awards a construction contract to Knife River Construction, of Stockton, California for the 2016-2017 Overlay Project, CIP 73142-B in the amount of \$827,572, Federal Project Number STPL-5192(043), approves with a contingency amount of \$82,758, and authorizes the transfer of \$108,424 from CIP 73166 to 73142-B, for a total project cost of \$957,330.

\*\*\*\*\*

The foregoing Resolution 2018-\_\_\_\_\_ was adopted by the Tracy City Council on the 18<sup>th</sup> day of December 2018, by the following vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

AGENDA ITEM 1.F

REQUEST

**THAT THE CITY COUNCIL OF THE CITY OF TRACY, ACTING AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF TRACY, APPROVE THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 19-20**

EXECUTIVE SUMMARY

The City of Tracy has elected to act as the Successor Agency to the former City of Tracy Community Development Agency following the dissolution of redevelopment agencies by the California State Legislature in February 2012. The attached Recognized Obligation Payment Schedule (ROPS) lists the Enforceable Obligations proposed for payment by the Successor Agency for the period July 1, 2019, through June 30, 2020, as required by law.

DISCUSSION

Effective February 1, 2012, the State of California dissolved redevelopment agencies through the passage of Assembly Bill X1 26 and replaced them with successor agencies responsible for the wind-down of the former redevelopment agencies. The City of Tracy City Council elected to have the City of Tracy serve as the Successor Agency to the former City of Tracy Community Development Agency (CDA). The City Council acts as the Governing Board of the Successor Agency. ABX1 26 also redirected the tax increment funding previously received by the CDA to a Redevelopment Property Tax Trust Fund (RPTTF) held by the County.

The Successor Agency previously approved an Enforceable Obligation Payment Schedule (EOPS) which listed various financial obligations of the City's former CDA, including such items as required payments on existing bonds, bond trustee costs and other obligations. This EOPS, once recognized by the State, became the basis for the Recognized Obligation Payment Schedule (ROPS). Beginning in 2016, the law requires that successor agencies adopt an annual ROPS that lists all enforceable obligations proposed for payment in the subsequent fiscal year. Funds once received by the CDA, now held in the RPTTF, are used to fund the ROPS. Any excess funds remaining in the RPTTF are then disbursed to the other taxing agencies (e.g. schools, special districts, city & county) that would have otherwise received the property taxes had the CDA not existed. Funds are disbursed on a pro-rata basis with the City of Tracy receiving approximately 17% of the remaining RPTTF. Attached is ROPS 19-20 for the period July 1, 2019 through June 30, 2020.

The table below summarizes the obligations and amounts of RPTTF requested for the ROPS period. The maximum administrative cost allowance (ACA) and associated expense is \$250,000 annually; however only actual administrative costs and expenses are reimbursable. The ACA request has been lowered to reflect the conclusion of legal proceedings and the wind-down of activities. Furthermore, all funding is subject to the availability of RPTTF funds during the ROPS period.

This ROPS also requests RPTTF funding for the second installment of the repayment of the Supplemental Education Revenue Augmentation Fund (SERAF) loan between the Successor Agency and the City of Tracy Housing Successor.

Description	Maturity	19-20A	19-20B	Total
2016 Tax Allocation Bonds – Principal	2033	1,510,000		1,510,000
2016 Tax Allocation Bonds – Interest	2033	1,350,300		1,350,300
2008 Lease Revenue Bonds	2038	400,000		400,000
Debt Service Fees		2,000		2,000
SERAF Loan Repayment		1,054,915		1,054,915
Administrative Costs		75,000	75,000	150,000
Total RPTTF Request		4,392,215	75,000	4,467,215

### STRATEGIC PLAN

This item does not apply to the City Council's Strategic Plans.

### FISCAL IMPACT

This resolution approves the funding of obligations from the former Community Development Agency for the repayment of a debt to the City's Low-Moderate Income Housing Fund. The funds received are restricted to Low-Moderate Housing projects within the City of Tracy. The payment obligation will be collected and transferred to the LMIHF fund over three years ending in FY20-21.

The remaining recognized obligations have no fiscal impact to the City's General Fund. Recognized obligations are paid from property tax revenue that previously was allocated to the Tracy Community Development Agency and now held by the County in the RPTTF.

### RECOMMENDATION

It is recommended that the City Council, acting in its capacity as the Governing Board of the Successor Agency to the former City of Tracy Community Development Agency, approve, by resolution, the Recognized Obligation Payment Schedule of the former Tracy Community Development Agency for the period July 1, 2019, through June 30, 2020.

Prepared by: Robert Harmon, Senior Accountant

Reviewed by: Karin Schnaider, Finance Director  
Thomas Watson, Successor Agency Counsel  
Midori Lichtwardt, Assistant City Manager

Approved by: Randal Bradley, Executive Director

### ATTACHMENTS

Attachment A – ROPS 19-20

ATTACHMENT A

Recognized Obligation Payment Schedule (ROPS 19-20) - Summary  
 Filed for the July 1, 2019 through June 30, 2020 Period

Successor Agency: Tracy  
 County: San Joaquin

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	19-20A Total (July - December)	19-20B Total (January - June)	ROPS 19-20 Total
<b>A Enforceable Obligations Funded as Follows (B+C+D):</b>	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</b>	\$ 4,392,215	\$ 75,000	\$ 4,467,215
F RPTTF	4,317,215	-	4,317,215
G Administrative RPTTF	75,000	75,000	150,000
<b>H Current Period Enforceable Obligations (A+E):</b>	\$ 4,392,215	\$ 75,000	\$ 4,467,215

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177 (o) of the Health and Safety code, I  
 hereby certify that the above is a true and accurate Recognized  
 Obligation Payment Schedule for the above named successor  
 agency.

\_\_\_\_\_  
 Name Title  
 /s/\_\_\_\_\_  
 Signature Date



RESOLUTION \_\_\_\_\_

THE CITY COUNCIL OF THE CITY OF TRACY ACTING AS THE GOVERNING  
BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF TRACY APPROVING THE RECOGNIZED  
OBLIGATION PAYMENT SCHEDULE

WHEREAS, The California state legislature enacted Assembly Bill x1 26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, On January 19, 2012 and pursuant to Health and Safety Code Section 34173, the City Council of the City of Tracy (the "City Council") declared that the City of Tracy, a municipal corporation (the "City"), would act as successor agency (the "Successor Agency") for the dissolved Community Development Agency of the City of Tracy (the "Former CDA") effective February 1, 2012; and

WHEREAS, On February 1, 2012, the Former CDA was dissolved pursuant to Health and Safety Code Section 34172; and

WHEREAS, The Dissolution Act provides for the appointment of an oversight board (the "Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

WHEREAS, Health and Safety Code Section 34177(l)(2)(A) requires the Successor Agency to prepare a draft Recognized Obligation Payment Schedule (the "ROPS") and make associated notifications and distributions;

NOW, THEREFORE, BE IT RESOLVED, That the City Council, acting as the Governing Board of the Successor Agency, hereby approves the ROPS 19-20 which contains the Successor Agency Administrative Cost Estimates.

BE IT FURTHER RESOLVED, That the City Council, acting as the Governing Board of the Successor Agency, hereby authorizes and directs the City Manager or the City Manager's designee, acting on behalf of the Successor Agency, to organize and call the meetings of the Oversight Board to facilitate the Oversight Board's approval of the ROPS.

BE IT FURTHER RESOLVED, That the City Council, acting as the Governing Board of the Successor Agency, hereby authorizes and directs the City Manager or the City Manager's designee, acting on behalf of the Successor Agency, to file, post, mail or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all notices and transmittals necessary or convenient in connection with approval of the ROPS, and other actions taken pursuant to this Resolution.

BE IT FURTHER RESOLVED, That this Resolution shall take immediate effect upon adoption.

Resolution \_\_\_\_\_  
Page 2

ADOPTED December 18, 2018 by the City Council of the City of Tracy, acting in its capacity as the Successor Agency of the Community Development Agency of the City of Tracy, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Successor Agency Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Successor Agency Counsel



AGENDA ITEM 1.G

REQUEST

**ADOPT A RESOLUTION APPROVING THE 2018 ANNUAL REPORT ON DEVELOPMENT IMPACT FEE REVENUES, EXPENDITURES AND FINDINGS REGARDING UNEXPENDED FUNDS IN ACCORDANCE WITH THE MITIGATION FEE ACT**

EXECUTIVE SUMMARY

The City is required by law to issue an annual fiscal report identifying the development impact fees collected and expended during the prior fiscal year.

The City maintains 34 different development impact fee funds, with combined collected revenues of \$50,060,656 (including interest), in Fiscal Year 2017-2018. Development impact capital expenditures for Fiscal Year 2017-2018 totaled \$15,142,980. For Council consideration is the resolution regarding the annual report on development impact fee revenues and expenditures and the findings as to the unexpended development impact fees.

DISCUSSION

The Mitigation Fee Act, commonly referred to as AB1600 and codified as Government Code sections 66000-66006, imposes requirements for the collection and expenditure of development impact fees. Section 66006(b)(1) requires the City to prepare and make available to the public information for each separate account or fund, including:

- (a) a brief description of the fee;
- (b) the amount of the fee;
- (c) the beginning and ending balance;
- (d) the amount of the fees collected and interest earned;
- (e) an identification of each public improvement on which fees were expended, the amount of expenditures on each improvement including the total percentage of the cost that was funded with fees;
- (f) an identification of an approximate date by which the construction of the public improvement will begin if the city determines sufficient funds have been collected;
- (g) a description of each interfund transfer or loan, including the public improvements on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest; and
- (h) the amount of refunds made, if any.

The report must be made available to the public within 180 days after the end of each fiscal year.

Historically, the City has complied with this requirement through the City Council's acceptance of the Development Impact Fee Annual Report containing the required

information and adopting a resolution confirming acceptance of the report. This report and the information attached to the proposed Resolution satisfy the statutory requirements for the account of development impact fees.

#### STRATEGIC PLAN

The agenda item is mandated by state law and does not have bearing on the City Council's Strategic Plans.

#### FISCAL IMPACT

The costs of these projects are reflected in the Fiscal Year 2017-2019 Financial Plan and are identified in Exhibit C of this report.

#### RECOMMENDATION

That the City Council adopt the attached resolution approving the annual report on development impact fee revenues, expenditures and findings as to unexpended funds.

Prepared by: Alicia Sargiotto, Management Analyst II, Development Services Department  
Felicia Galindo, Accountant, Finance Department  
Alison Bouley, Harris and Associates

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director  
Karin Schnaider, Finance Director  
Andrew Malik, Assistant City Manager

Approved by: Randall Bradley, City Manager

#### ATTACHMENTS

Attachment A – Annual Report of Development Impact Fees – December 2018 (for Fiscal Year July 1, 2017 – June 30, 2018)



City of Tracy  
333 Civic Center Plaza  
Tracy, CA 95376

DEVELOPMENT  
SERVICES

MAIN 209.831.6800  
FAX 209.831.6439  
[www.cityoftracy.org](http://www.cityoftracy.org)

ATTACHMENT A

**CITY OF TRACY**

**DEVELOPMENT IMPACT FEES**

**ANNUAL REPORT, DECEMBER 2018  
FOR FISCAL YEAR JULY 1, 2017 – JUNE 30, 2018**

Adopted by City Council Resolution 2018-\_\_\_\_\_

December 18, 2018

This Annual Report is adopted pursuant to Government Code sections 66006(b) and 66001(d). The Report consists of four main parts, which are attached:

- Exhibit A Summary of Fund Balances, Fees Collected, Interest Earned and Project Expenditures
- Exhibit B Brief Description of Fees and Amounts of Fees, Including Exhibits B-1 through B-17
- Exhibit C Fee-Funded Capital Improvement Projects
- Exhibit D Report of Findings for Development Fee Funds

EXHIBIT A  
Fund Balances, Fees Collected, Interest Earned, and Project Expenditures  
for Fiscal Year Ended June 30, 2018  
(Government Code Subsection 66006(b)(1)(C) and (D))

New Rev Total (E-H)	Fund	Fund Description	Beginning Fund Balance 07/01/17	Capital Development Fees Collected <sup>1</sup>	Interest / Investment Earnings <sup>2</sup>	Fiscal Agent Earnings <sup>3</sup>	Other Revenues <sup>4</sup>	CIP Expenditures <sup>5</sup>	Project Reimbs &/or Interfund Transfers	Other Expenditures <sup>6</sup>	Ending Fund Balance 06/30/18
\$ 350,495	311	Infill, Parks	\$ 1,750,353	\$ 342,017	\$ 8,478	\$ -	\$ -				\$ 2,100,848
\$ 31,379	312	Infill, Strm Drn	(61,275)	27,626	3,753			(63,058)			\$ (92,954)
\$ 188,724	313	Infill, Arterials	1,043,180	188,226	498			(1,050,906)	169,167		\$ 350,165
\$ 219,388	314	Infill, Bldg & Eqpt	604,861	216,537	2,851						\$ 824,248
\$ 429	316	Infill, Parking	86,274		429						\$ 86,703
\$ 242,054	321	Plan C, Parks	2,663,919	228,725	13,329						\$ 2,905,973
\$ 231,188	322	Plan C, Strm Drn	6,610,373	198,246	32,942						\$ 6,841,561
\$ 349,016	323	Plan C, Arterials	2,731,943	335,256	13,760			(656)			\$ 3,080,303
\$ 237,706	324	Plan C, Gen Fac	6,066,147	207,470	30,236						\$ 6,303,853
\$ 530,034	325	Plan C, Utilities	4,059,048	509,666	20,368						\$ 4,589,082
\$ 112,741	345	RSP, Prgm Mgt	3,104,479	31,936	(16,646)		97,451	(172,435)		(97,451)	\$ 2,947,334
\$ 2,509,218	351	NEI, Ph 1	764,275	2,494,236.85	14,981			(19,635)			\$ 3,253,858
\$ 53,077	352	S MacArthur Area	10,889,577		53,077			(157,674)		(2,621)	\$ 10,782,359
\$ 6,585,594	353	I-205 Corridor	5,375,097	6,237,743	18,631		329,221	(1,065,956)			\$ 10,894,736
\$ 98,801	354	ISP, South	3,437,210	81,696	17,105			(1,610,126)			\$ 1,925,885
\$ 30,345	355	Presidio	5,282,338		30,345						\$ 5,312,683
\$ 10,382	356	Gateway	2,153,775		10,382			(1,698,116)			\$ 466,041
\$ 169,980	357	NEI, Ph 2	9,725,279	110,392	24,354	35,234		(240,935)			\$ 9,654,324
\$ 4,275,997	358	Ellis	3,955,215	4,256,962	19,035			(33,434)			\$ 8,197,778
\$ 2,738,969	361	TIMP, Parks	3,187,454	2,727,807	11,162						\$ 5,926,423
\$ 700,195	362	TIMP, Strm Drn	307,740	698,272	1,923			(92,150)			\$ 915,785
\$ 4,308,434	363	TIMP, Traffic	5,530,337	4,284,852	23,582			(3,681,241)			\$ 6,157,530
\$ 8,040,772	364	TIMP, Wastewater	13,314,039	7,980,531	60,241			(2,108,810)			\$ 19,246,001
\$ 4,017,761	365	TIMP, Water	3,499,666	3,951,381	16,351		50,029	(2,840,680)			\$ 4,676,747
\$ 517,611	366	TIMP, Public Fac	1,019,138	513,221	4,390			(53,179)			\$ 1,483,570
\$ 532,697	367	TIMP, Public Safety	867,786	528,514	4,183						\$ 1,400,483
\$ 3,142,294	391	Urban Mgt Plan-PM	1,837,183	3,123,452	18,842			(253,991)		(1,708,557)	\$ 3,016,929
\$ 3,132,602	395	Infill, Prgm Mgt	5,847,876	3,132,602					(1,250,000)		\$ 7,730,478
\$ 626,292	511	Infill, Water	-	626,292					(626,292)		\$ 0
\$ 428,229	521	Infill, Wastewater	-	428,229					(428,229)		\$ 0
\$ 2,529,127	808	Reg Transp Imp	5,208,614	2,459,536	69,590						\$ 7,737,740
\$ 475,536	N/A	Ag Mit Fees	1,169,489	475,536						(1,645,025)	\$ (0)
\$ 2,084,150	N/A	County Facilities Fees	114,773	2,084,150						(2,198,923)	\$ (0)
\$ 559,440	N/A	Habitat Mitigation Fees	-	559,440	-	-	-	-	-	(559,440)	\$ (0)
\$ 50,060,656		TOTALS	\$ 112,146,162	\$ 49,040,550	\$ 508,172	\$ 35,234	\$ 476,701	\$ (15,142,980)	\$ (2,135,354)	\$ (6,212,017)	\$ 138,716,467

**Footnotes:**

<sup>1</sup> No Capital Development Fees collected were refunded in FY17-18

<sup>2</sup> Investment Earnings total includes cash-fair market value offsets.

<sup>3</sup> Fiscal Agent Earnings are cash reserves held by bond Trustees.

<sup>4</sup> Other Revenues: FD345 Tracy Mall Partners Loan, FD 353 Sale Naglee Road-Parcel B, FD365 Contribution for CIP75121 Booster Pump Station

<sup>5</sup> Capital Improvement Project (CIP) Expenditures: See Exhibit C for more detail;

<sup>6</sup> Other Expenditures: FD345 Tracy Mall Partners Loan, FD352 Correction to fund balances for prior period adjustments

**EXHIBIT B**  
**Brief Descriptions of Fees and Amounts of Fees**  
**For Fiscal Year Ended June 30, 2018**  
(Government Code §66006(b)(1)(A) and (B).)

Fund	Fund Description	Finance and Implementation Plan (FIP) Fee Descriptions	Resolution Number	Tracy Municipal Code §	Residential Fees Per Dwelling Unit (Except as indicated)			Non-Residential Fees Per Gross Acre (Except as indicated)				
					SFDU	2 - 4	≥ 5	Institution	Industrial	Office	Storage	Retail
311	<sup>1</sup> Infill Area, Parks	Mini/Neighborhood and Community Parks	2012-060	13.12.010	\$5,429	\$4,524	\$3,619	N/A	N/A	N/A	N/A	N/A
312	<sup>1</sup> Infill Area, Strm Drn	Storm Drainage	2012-060	13.04.010	\$1,429	\$949	\$850	N/A	\$22,141	\$22,141	N/A	\$22,141
313	<sup>1</sup> Infill Area, Arterials	Traffic Safety, Streets & Highways	2012-060	13.04.010	\$2,700	\$1,296	\$1,296	N/A	\$25,781	\$35,230	N/A	\$50,834
314	<sup>1a</sup> Infill Area, Pub Bldgs	General Government & Public Safety Facilities	2014-158	13.04.010	\$3,336	\$2,491	\$2,481	N/A	\$163 <sup>1a</sup>	\$815 <sup>1a</sup>	N/A	\$489 <sup>1a</sup>
317	<sup>1</sup> Infill Area, Water	Water Supply, Treatment, Storage and Distribution	2012-060	13.04.010	\$5,850	\$4,212	\$2,984	N/A	\$18,251	\$18,251	N/A	\$24,334
318	<sup>1</sup> Infill Area, Wastewater	Wastewater Treatment and Conveyance	2012-060	13.04.010	Exh B-1	Exh B-1	Exh B-1	Exh B-1	Exh B-1	Exh B-1	N/A	Exh B-1
316	<sup>2</sup> Infill Area, Downtown Imprvs Parking	Downtown Incentive Area Parking Fee	2015-168	10.08.3470	N/A	N/A	N/A	N/A	N/A	Exh B-2	N/A	Exh B-2
321	<sup>3</sup> Plan C Area, Parks	Mini/Neighborhood and Community Parks	2007-133	13.12.010	Exh B-3	Exh B-3	Exh B-3	Exh B-3	Exh B-3	Exh B-3	N/A	Exh B-3
322	<sup>3</sup> Plan C Area, Strm Drn	Storm Drainage	2007-133	13.04.010	Exh B-3	Exh B-3	Exh B-3	Exh B-3	Exh B-3	Exh B-3	N/A	Exh B-3
323	<sup>3,17</sup> Plan C Area, Arterials	Traffic Safety, Streets & Highways	2014-070	13.04.010	Exh B-3	Exh B-3	Exh B-3	Exh B-3	Exh B-3	Exh B-3	N/A	Exh B-3
324	<sup>18</sup> Plan C Area, General Facilities	General Government & Public Safety Facilities	2014-158	13.04.010	\$5,662	\$5,649	\$2,589	N/A	N/A	N/A	N/A	\$10,904
325	<sup>3</sup> Plan C Area, Utilities - Water	Water Supply, Treatment, Storage and Conveyance	2007-133	13.04.010	Exh B-3	Exh B-3	Exh B-3	Exh B-3	Exh B-3	Exh B-3	N/A	Exh B-3
325	<sup>3</sup> Plan C Area, Utilities - Wastewater	Wastewater Treatment and Conveyance	2007-133	13.04.010	Exh B-3	Exh B-3	Exh B-3	Exh B-3	Exh B-3	Exh B-3	N/A	Exh B-3
341	<sup>4</sup> Residential Specific Plan Area, Parks	Mini/Neighborhood and Community Parks	2003-266	13.12.010	Exh B-4	Exh B-4	Exh B-4	N/A	N/A	N/A	N/A	N/A
342	<sup>4</sup> Residential Specific Plan Area, Strm Drn	Storm Drainage	2003-266	13.20.010	Exh B-4	Exh B-4	Exh B-4	Exh B-4	Exh B-4	Exh B-4	N/A	Exh B-4
344	<sup>4</sup> Residential Specific Plan Area, Pub Bldgs	General Government & Public Safety Facilities	2003-266	13.20.010	Exh B-4	Exh B-4	Exh B-4	Exh B-4	Exh B-4	Exh B-4	N/A	Exh B-4
351	<sup>5</sup> Northeast Industrial Area, Ph 1, Arterials	Traffic Safety, Streets & Highways	2012-077	13.04.010	N/A	N/A	N/A	N/A	Exh B-5	N/A	N/A	N/A
351	<sup>5</sup> Northeast Industrial Area, Ph 1, Strm Drn	Storm Drainage	2012-077	13.04.010	N/A	N/A	N/A	N/A	Exh B-5	N/A	N/A	N/A
351	Northeast Industrial Area, Ph 1, Water	Water Supply, Treatment, Storage and Distribution	2008-065	13.04.010	N/A	N/A	N/A	N/A	\$5,228	N/A	N/A	N/A
351	<sup>5</sup> Northeast Industrial Area, Ph 1, Wastewater	Wastewater Treatment and Conveyance	2008-065	13.04.010	N/A	N/A	N/A	N/A	Exh B-5	N/A	N/A	N/A
351	Northeast Industrial Area, Ph 1, Pub Bldgs	General Government & Public Safety Facilities	2014-158	13.04.010	N/A	N/A	N/A	N/A	\$3,708	N/A	N/A	N/A
352	<sup>6,17</sup> South MacArthur Plan Area, Arterials	Traffic Safety, Streets & Highways	2011-227	13.04.010	Exh B-6	Exh B-6	Exh B-6	N/A	N/A	N/A	N/A	N/A
352	<sup>6</sup> South MacArthur Plan Area, Strm Drn	Storm Drainage	2005-253	13.04.010	Exh B-6	Exh B-6	Exh B-6	N/A	N/A	N/A	N/A	N/A
352	<sup>6</sup> South MacArthur Plan Area, Parks	Mini/Neighborhood and Community Parks	2005-253	13.12.010	Exh B-6	Exh B-6	Exh B-6	N/A	N/A	N/A	N/A	N/A
352	South MacArthur Plan Area, Water	Water Supply, Treatment, Storage and Distribution	2005-253	13.04.010	\$4,646	N/A	N/A	N/A	N/A	N/A	N/A	N/A
352	<sup>6</sup> South MacArthur Plan Area, Wastewater	Wastewater Treatment and Conveyance	2005-253	13.04.010	Exh B-6	Exh B-6	Exh B-6	N/A	N/A	N/A	N/A	N/A
352	<sup>18</sup> South MacArthur Plan Area, Pub Bldgs	General Government & Public Safety Facilities	2014-158	13.04.010	\$3,322	N/A	N/A	N/A	N/A	N/A	N/A	N/A
354	Industrial Specific Plan South Area, Arterials	Traffic Safety, Streets & Highways	2009-048	13.04.010	\$6,645	\$3,189	\$3,189	N/A	\$74,620	\$86,714	N/A	\$125,120
354	<sup>7</sup> Industrial Specific Plan South Area, Strm Drn	Storm Drainage	2009-048	13.04.010	Exh B-7	Exh B-7	Exh B-7	N/A	Exh B-7	Exh B-7	N/A	Exh B-7
354	Industrial Specific Plan South Area, Parks	Mini/Neighborhood and Community Parks	2009-048	13.12.010	\$7,309	\$6,091	\$4,872	N/A	N/A	N/A	N/A	N/A
354	Industrial Specific Plan South Area, Pub Bldgs	General Government & Public Safety Facilities	2014-158	13.04.010	\$2,780	\$2,315	\$1,853	N/A	\$4,318	\$18,371	N/A	\$17,969
354	Industrial Specific Plan South Area, Water	Water Supply, Treatment, Storage and Distribution	2009-048	13.04.010	\$4,613	\$3,829	\$3,091	N/A	\$8,448	\$8,448	N/A	\$8,448
354	<sup>7</sup> Industrial Specific Plan South Area, Wastewater	Wastewater Treatment and Conveyance	2009-048	13.04.010	Exh B-7	Exh B-7	Exh B-7	N/A	Exh B-7	Exh B-7	N/A	Exh B-7
355	Presidio Area, Arterials	Traffic Safety, Streets & Highways	2001-351	13.04.010	\$4,142	N/A	N/A	N/A	N/A	N/A	N/A	N/A
355	Presidio Area, Arterials-Regional Fee	Regional Traffic Fee	2000-265	13.04.010	\$1,500	N/A	N/A	N/A	N/A	N/A	N/A	N/A
355	<sup>8</sup> Presidio Area, Strm Drn	Storm Drainage	2000-265	13.04.010	Exh B-8	Exh B-8	Exh B-8	Exh B-8	Exh B-8	Exh B-8	N/A	Exh B-8

**EXHIBIT B**  
**Brief Descriptions of Fees and Amounts of Fees**  
**For Fiscal Year Ended June 30, 2018**  
(Government Code §66006(b)(1)(A) and (B).)

Fund	Fund Description	Finance and Implementation Plan (FIP) Fee Descriptions	Resolution Number	Tracy Municipal Code §	Residential Fees Per Dwelling Unit (Except as indicated)			Non-Residential Fees Per Gross Acre (Except as indicated)					
					SFDU	2 - 4	≥ 5	Institution	Industrial	Office	Storage	Retail	
355	<sup>18</sup> Presidio Area, Pub Bldgs	General Government & Public Safety Facilities	2000-265	13.04.010	\$1,620	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
355	Presidio Area, Water	Water Supply, Treatment, Storage and Distribution	2001-351	13.04.010	\$556	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
355	Presidio Area, Wastewater	Wastewater Treatment and Conveyance	2000-265	13.04.010	\$1,105	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
356	<sup>9,17</sup> Tracy Gateway Area, Arterials	Traffic Safety, Streets & Highways	2011-227	13.04.010	N/A	N/A	N/A	Exh B-9	Exh B-9	Exh B-9	N/A	Exh B-9	Exh B-9
356	<sup>9</sup> Tracy Gateway Area, Strm Drn	Storm Drainage	2007-175	13.04.010	N/A	N/A	N/A	Exh B-9	Exh B-9	Exh B-9	N/A	Exh B-9	Exh B-9
356	<sup>9</sup> Tracy Gateway Area, Pub Bldgs	General Government & Public Safety Facilities	2014-158	13.04.010	N/A	N/A	N/A	Exh B-9	Exh B-9	Exh B-9	N/A	Exh B-9	Exh B-9
356	<sup>9</sup> Tracy Gateway Area, Water	Water Supply, Treatment, Storage and Distribution	2007-175	13.04.010	N/A	N/A	N/A	Exh B-9	Exh B-9	Exh B-9	N/A	Exh B-9	Exh B-9
356	<sup>9</sup> Tracy Gateway Area, Wastewater	Wastewater Treatment and Conveyance	2007-175	13.04.010	N/A	N/A	N/A	Exh B-9	Exh B-9	Exh B-9	N/A	Exh B-9	Exh B-9
357	<sup>10,17</sup> Northeast Industrial Area, Ph 2, Arterials	Traffic Safety, Streets & Highways	2012-077	13.04.010	N/A	N/A	N/A	N/A	Exh B-10	N/A	N/A	N/A	N/A
357	<sup>10</sup> Northeast Industrial Area, Ph 2, Strm Drn	Storm Drainage	2012-077	13.04.010	N/A	N/A	N/A	N/A	Exh B-10	N/A	N/A	N/A	N/A
357	Northeast Industrial Area, Ph 2, Water	Water Supply, Treatment, Storage and Distribution	2008-010	13.04.010	N/A	N/A	N/A	N/A	\$17,639	N/A	N/A	N/A	N/A
357	<sup>10</sup> Northeast Industrial Area, Ph 2, Wastewater	Wastewater Treatment and Conveyance	2008-010	13.04.010	N/A	N/A	N/A	N/A	Exh B-10	N/A	N/A	N/A	N/A
357	Northeast Industrial Area, Ph 2, Pub Bldgs	General Government & Public Safety Facilities	2014-158	13.04.010	N/A	N/A	N/A	N/A	\$2,953	N/A	N/A	N/A	N/A
353	<sup>11</sup> I-205 Corridor Area, Arterials	Traffic Safety, Streets & Highways	2007-136	13.04.010	11	11	11	11	11	11	N/A	11	11
353	<sup>11</sup> I-205 Corridor Area, Strm Drn	Storm Drainage	2007-136	13.04.010	11	11	11	11	11	11	N/A	11	11
353	<sup>11</sup> I-205 Corridor Area, Parks	Mini/Neighborhood and Community Parks	2007-136	13.12.010	11	11	11	11	11	11	N/A	11	11
353	<sup>11</sup> I-205 Corridor Area, Pub Bldgs	General Government & Public Safety Facilities	2014-158	13.04.010	11	11	11	11	11	11	N/A	11	11
353	<sup>11</sup> I-205 Corridor Area, Water	Water Supply, Treatment, Storage and Distribution	2007-136	13.04.010	11	11	11	11	11	11	N/A	11	11
353	<sup>11</sup> I-205 Corridor Area, Sewer Treatment	Wastewater Treatment and Conveyance	2007-136	13.04.010	11	11	11	11	11	11	N/A	11	11
391	<sup>12</sup> Habitat Mitigation Fees	Multi-Species Habitat Conservation & Open Space	2017-222	13.04.010	Exh B-12	Exh B-12	Exh B-12	Exh B-12	Exh B-12	Exh B-12	N/A	Exh B-12	Exh B-12
207	<sup>13</sup> Agricultural Mitigation Fees	Agricultural Land Mitigation/Farmland Preservation	2005-278	13.28.010	Exh B-13	Exh B-13	Exh B-13	Exh B-13	Exh B-13	Exh B-13	N/A	Exh B-13	Exh B-13
391	<sup>14</sup> County Facilities Fees (CFF)	San Joaquin County Public Facilities	2005-142	13.24.010	Exh B-14	Exh B-14	Exh B-14	Exh B-14	Exh B-14	Exh B-14	N/A	Exh B-14	Exh B-14
808	<sup>15</sup> Regional Transportation Fees (RTIF)	Regional Transportation Impact Fees (RTIF)	Ord 1087	13.32.010	Exh B-15	Exh B-15	Exh B-15	Exh B-15	Exh B-15	Exh B-15	N/A	Exh B-15	Exh B-15
391	<sup>16</sup> Infill Area, Prgm Mgmt	Specific Plan Area Program Management	2012-060	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> Plan C Area, Prgm Mgmt	Specific Plan Area Program Management	2007-133	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> Residential Specific Plan Area, Prgm Mgmt	Specific Plan Area Program Management	2003-266	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> Northeast Industrial Area, Ph 1, Prgm Mgmt	Specific Plan Area Program Management	2008-065	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> South MacArthur Plan Area, Prgm Mgmt	Specific Plan Area Program Management	2005-253	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> I-205 Corridor Area, Prgm Mgmt	Specific Plan Area Program Management	2007-136	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> Industrial Specific Plan South Area, Prgm Mgmt	Specific Plan Area Program Management	2009-048	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> Presidio Area, Prgm Mgmt	Specific Plan Area Program Management	2000-265	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> Tracy Gateway Area, Prgm Mgmt	Specific Plan Area Program Management	2007-175	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> Northeast Industrial Area, Ph 2, Prgm Mgmt	Specific Plan Area Program Management	2008-010	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> Ellis Program Area, Prgm Mgmt	Specific Plan Area Program Management	2013-136	13.04.010	16	16	16	16	16	16	16	16	16
391	<sup>16</sup> Citywide Master Plan Prgm Area, Prgm Mgmt	Specific Plan Area Program Management	2014-10	13.04.010	16	16	16	16	16	16	16	16	16
358	<sup>19</sup> Ellis Program Area	Parks and Recreation	2013-136	13.04.010	\$ 8,128	\$ 6,651	\$ 5,419	N/A	N/A	N/A	N/A	N/A	N/A

**EXHIBIT B**  
**Brief Descriptions of Fees and Amounts of Fees**  
**For Fiscal Year Ended June 30, 2018**  
 (Government Code §66006(b)(1)(A) and (B).)

Fund	Fund Description	Finance and Implementation Plan (FIP) Fee Descriptions	Resolution Number	Tracy Municipal Code §	Residential Fees Per Dwelling Unit (Except as indicated)			Non-Residential Fees Per Gross Acre (Except as indicated)				
					SFDU	2 - 4	≥ 5	Institution	Industrial	Office	Storage	Retail
358	<sup>19</sup> Ellis Program Area	Storm Drainage	2013-136	13.04.010	\$ 1,797	\$ 981	\$ 2,229	N/A	N/A	N/A	\$ 6,691	\$ 23,836
358	<sup>19</sup> Ellis Program Area	Traffic	2013-136	13.04.010	\$ 2,693	\$ 2,693	\$ 1,293	N/A	N/A	N/A	\$ 2,693	\$ 42,825
358	<sup>19</sup> Ellis Program Area	County Traffic	2013-136	13.04.010	\$ 1,500	\$ 1,500	\$ 720	N/A	N/A	N/A	\$ -	\$ -
358	<sup>18</sup> Ellis Program Area	Public Buildings	2014-158	13.04.010	\$ 3,479	\$ 2,846	\$ 2,319	N/A	N/A	N/A	\$ 2,369	\$ 2,369
358	<sup>19</sup> Ellis Program Area	Water Supply, Treatment, Storage and Distribution	2013-136	13.04.010	\$ 7,058	\$ 6,070	\$ 4,094	N/A	N/A	N/A	\$ 39,736	\$ 39,736
358	<sup>19</sup> Ellis Program Area	Wastewater Treatment and Conveyance	2013-136	13.04.010	\$ 8,337	\$ 6,753	\$ 5,586	N/A	N/A	N/A	\$ 3,168	\$ 43,352
358	<sup>19</sup> Ellis Program Area	Recycled Water	2013-136	13.04.010	\$ 2,654	\$ 2,282	\$ 1,539	N/A	N/A	N/A	\$ 14,942	\$ 14,942
361	<sup>20</sup> Citywide Master Plan Fees	Parks	2014-10	13.04.010	\$ 7,557	\$ 6,183	\$ 5,038	N/A	N/A	N/A	N/A	N/A
362	<sup>20</sup> Citywide Master Plan Fees	Storm Drainage	2014-10	13.04.010	Exh B-16	Exh B-16	Exh B-16	Exh B-16	Exh B-16	Exh B-16	N/A	Exh B-16
363	<sup>20</sup> Citywide Master Plan Fees	Transportation	2014-10	13.04.010	\$ 5,186	\$ 3,164	\$ 3,164	N/A	\$ 72,243	126,334	N/A	\$ 158,334
367	<sup>18</sup> Citywide Master Plan Fees	Public Safety Facilities	2014-158	13.04.010	\$ 1,349	\$ 1,103	\$ 899	N/A	\$136.23 <sup>19a</sup>	\$681.11 <sup>19a</sup>	N/A	\$408.67 <sup>19a</sup>
366	<sup>20</sup> Citywide Master Plan Fees	Public Facilities	2014-10	13.04.010	\$ 2,953	\$ 2,416	\$ 1,969	N/A	\$25.57 <sup>a</sup>	\$127.82 <sup>19a</sup>	N/A	\$76.69 <sup>19a</sup>
365	<sup>20</sup> Citywide Master Plan Fees	Water Supply, Treatment, Storage and Distribution	2014-10	13.04.010	\$ 9,344	\$ 6,728	\$ 4,765	N/A	\$ 29,153	\$ 29,153	N/A	\$ 38,871
364	<sup>20</sup> Citywide Master Plan Fees	Wastewater Treatment and Conveyance (East Conveyance)	2014-10	13.04.010	\$ 9,132	\$ 7,472	\$ 6,088	N/A	\$ 36,528	\$ 39,434	N/A	\$ 39,434
364	<sup>21</sup> Citywide Master Plan Fees	Wastewater Treatment and Conveyance (West Conveyance)	2014-10	13.04.010	\$ 8,337	\$ 6,821	\$ 5,558	N/A	\$ 33,348	\$ 36,001	N/A	\$ 36,001
365	<sup>20</sup> Citywide Master Plan Fees	Recycled Water	2014-10	13.04.010	\$ 2,654	\$ 2,282	\$ 1,539	N/A	\$ 12,182	\$ 12,182	N/A	\$ 14,942
368	<sup>20</sup> Citywide Master Plan Fees	Program Management	2014-10	13.04.010	<sup>16</sup>	<sup>16</sup>	<sup>16</sup>	<sup>16</sup>	<sup>16</sup>	<sup>16</sup>	N/A	<sup>16</sup>

**Footnotes:**

- <sup>1</sup> Infill Area - Parks, Strm Drn, Arterials, Water and Program Management fee adopted April 2012. Wastewater fees: See Exhibit B-1; Public Building Fee Updated 9/16/14.
- <sup>1a</sup> Infill Area - Pub Bldgs fees for non-residential development are per 1,000 Sq Ft of building area; Public Building Fees Updated 9/16/14
- <sup>2</sup> Infill Area - Downtown Improvements is for a Downtown Incentive Area Parking Fee. Fee was updated and adopted on October 6, 2016. See Exhibit B-2 for fee schedule.
- <sup>3</sup> Plan C Area - Parks, Strm Drn, Water and Wastewater fees; Adopted 6/19/07. Arterials fees: See Exhibit B-3
- <sup>4</sup> Residential Specific Plan Area - Arterial fees were no longer applicable after the July 2003 FIP Update.
- <sup>5</sup> Northeast Industrial Area, Ph 1 - Arterials, Strm Drn and Wastewater fees: See Exhibit B-5; Roadway and Strm Drn Fee Update adopted 5/1/12.
- <sup>6</sup> South MacArthur Plan Area - Arterials, Strm Drn, Parks and Wastewater fees: See Exhibit B-6; Roadway Fee Update adopted 12/6/11.
- <sup>7</sup> Industrial Specific Plan South Area - Strm Drn and Wastewater fees: See Exhibit B-7.
- <sup>8</sup> Presidio Area - Strm Drn fees: See Exhibit B-8.
- <sup>9</sup> Tracy Gateway Area - Golf Course, Golf Course Club House and Golf Maintenance Facilities fees were spread to other Phase 1 land uses: See Exhibit B-9; Roadway Fee Update adopted 12/6/11.
- <sup>10</sup> Northeast Industrial Area, Ph 2 - Arterials, Strm Drn and Wastewater fees: See Exhibit B-10; Roadway and Strm Drn Fee Update adopted 5/1/12.
- <sup>11</sup> I-205 Corridor Area - Obligations vary between parcels: See Exhibit B-17 (Exhibit E titled "Current Approved Finance Plans, June 2007").
- <sup>12</sup> Habitat Mitigation fees are collected to mitigate loss of multi-species habitat. Fees are paid to San Joaquin Council of Governments (SJCOG). See Exhibit B-12.
- <sup>13</sup> Agricultural Mitigation fees are collected to mitigate loss of farmland and open spaces. See Exhibit B-13.
- <sup>14</sup> County Facilities Fees are collected to offset costs associated with County capital facilities. Fees are paid to San Joaquin County. See Exhibit B-14.
- <sup>15</sup> Regional Transportation Impact Fees are collected to finance the regional transportation capital projects. See Exhibit B-15.
- <sup>16</sup> Program Management fees are 5% of Construction Costs.
- <sup>17</sup> As amended on 4/4/14 by Resolution 2014-070.
- <sup>18</sup> As amended on 9/16/14 by Resolution 2014-158
- <sup>19</sup> Adopted by Resolution Number 2013-136 on 8/20/13
- <sup>20</sup> Adopted by Resolution Number 2014-10 on 1/7/14.

EXHIBITS B-1 THROUGH B-17  
 SUPPLEMENTAL DATA TO EXHIBIT B  
 Amounts and Descriptions of Fees  
 For Fiscal Year Ended June 30, 2017  
 (Government Code §66006(b)(1)(A) and (B).)

**EXHIBIT B-1: INFILL AREA - WATER, WASTEWATER, STORM DRAINAGE FEES**

Public Facilities	Residential Fees Per Unit			Non-Residential Fee Per Gross Acre			
	SFD	2 - 4	≥ 5	Industrial	Institutional	Office	Retail
	WW Conveyance-Corral Hollow Sewer	\$9,394	\$7,609	\$6,294	\$37,576	\$37,576	\$40,394
WW Conveyance-Eastside Sewer	\$9,293	\$7,527	\$6,226	\$37,172	\$37,172	\$39,960	\$48,324
WW Conveyance-City Core Sewer	\$10,125	\$8,201	\$6,784	\$40,500	\$40,500	\$43,538	\$52,650
WW Conveyance-MacArthur	\$9,816	\$7,951	\$6,577	\$39,264	\$39,264	\$42,209	\$51,043

**EXHIBIT B-2: INFILL AREA - DOWNTOWN INCENTIVE AREA PARKING FEE**

Parking Fee	\$0
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**EXHIBIT B-3: PLAN C AREA - WATER, WASTEWATER, ROADWAYS, STORM DRAINAGE, PARKS**

Public Facilities	Residential Fees Per Unit			Non-Residential (Edgewood Subd Only) Fee Per Gross Acre			
	SFD	2 - 4	≥ 5	Industrial	Institutional	Office	Retail
	Mini/Neighborhood Parks	\$4,693	\$3,911	\$3,129	N/A	N/A	N/A
Community Parks	\$1,549	\$1,290	\$1,032	N/A	N/A	N/A	N/A
Storm Drainage-Upgrade-Byron Zone	\$3,953	\$2,451	\$2,010	N/A	N/A	N/A	N/A
Storm Drainage-Upgrade-Purple Zone	\$6,642	\$4,117	\$3,375	N/A	N/A	N/A	N/A
Storm Drainage-Upgrade-Yellow Zone	\$5,392	\$3,343	\$2,742	N/A	N/A	N/A	N/A
Storm Drainage-Upgrade-Orange Zone	\$4,146	\$2,571	\$2,109	N/A	N/A	N/A	\$52,575
Storm Drainage-Upgrade-Blue Zone	\$6,593	\$4,087	\$4,193	N/A	N/A	N/A	N/A
Storm Drainage-Upgrade-Pink Zone	\$4,876	\$3,024	\$2,486	N/A	N/A	N/A	N/A
Storm Drn-Subdrains-Byron Zn-Huntington Park	\$138	N/A	N/A	N/A	N/A	N/A	N/A
Storm Drn-Subdrains-Byron Zone-Lyon Crossroads	\$281	N/A	N/A	N/A	N/A	N/A	N/A
Storm Drn-Subdrains-Byron Zone-San Marco	\$346	N/A	N/A	N/A	N/A	N/A	N/A
Storm Drn-Subdrains-Byron Zone-Westgate	\$334	N/A	\$97	N/A	N/A	N/A	N/A
Arterials-Upgrade-Northwest	\$8,448	\$4,022	\$4,022	N/A	N/A	N/A	N/A
Arterials-Upgrade-Southwest	\$4,413	\$2,103	\$2,103	N/A	N/A	N/A	\$68,894
Arterials-Upgrade-Southeast	\$6,615	\$3,150	\$3,150	N/A	N/A	N/A	N/A
Water Supply-Edgewood	\$1,363	\$1,131	\$913	N/A	N/A	N/A	\$982
Water SSJID-Edgewood	\$746	\$621	\$497	N/A	N/A	N/A	\$1,123
Wastewater Conveyance	\$328	\$272	\$220	N/A	N/A	N/A	\$1,749
Wastewater Collection-Corral Hollow	\$774	\$645	\$516	N/A	N/A	N/A	\$3,546
Wastewater Collection-East Side	\$570	\$475	\$379	N/A	N/A	N/A	\$2,610
WW Treatment Plant Expansion	\$12,807	\$10,677	\$8,539	N/A	N/A	N/A	\$29,280

**EXHIBIT B-4: RESIDENTIAL SPECIFIC PLAN AREA - STORM DRAINAGE, PUBLIC BUILDINGS, PARKS**

Public Facilities	Fees based on number of Project Equivalent Consumer Units	
	All Residential Projects	All Non-Residential Projects
	Parks	\$523
Storm Drainage	\$9,105	\$9,105
Public Buildings	\$19,672	N/A



EXHIBITS B-1 THROUGH B-17  
 SUPPLEMENTAL DATA TO EXHIBIT B  
 Amounts and Descriptions of Fees  
 For Fiscal Year Ended June 30, 2017  
 (Government Code §66006(b)(1)(A) and (B).)

EXHIBIT B-5: NORTHEAST INDUSTRIAL AREA, PH 1 - WASTEWATER, ARTERIALS, STORM DRAINAGE							
Public Facilities	Residential Fees Per Unit			Non-Residential (Industrial Only) Fee Per Gross Acre			
	SFD	2 - 4	≥ 5	Industrial	Institutional	Office	Retail
Arterials Upgrades	N/A	N/A	N/A	\$65,609	N/A	N/A	N/A
Arterials CFD 89-1 Reimb	N/A	N/A	N/A	\$382	N/A	N/A	N/A
Arterials RSP Reimb	N/A	N/A	N/A	\$1,484	N/A	N/A	N/A
Storm Drainage Upgrade	N/A	N/A	N/A	\$31,763	N/A	N/A	N/A
Storm Drainage CFD 89-1 Reimb	N/A	N/A	N/A	\$176	N/A	N/A	N/A
Wastewater Conveyance Upgrade	N/A	N/A	N/A	\$8,428	N/A	N/A	N/A
Wastewater Treatment Plant Upgrade	N/A	N/A	N/A	\$28,617	N/A	N/A	N/A
Wastewater CFD 89-1 Reimb	N/A	N/A	N/A	\$1,405	N/A	N/A	N/A

EXHIBIT B-6: SOUTH MACARTHUR PLAN AREA - ALL FEES						
Public Facilities (Residential Projects Only)	Yosemite Vista Subdivision Fees Per Unit			Elissagaray Ranch Subdivision Fees Per Unit		
	SFD	2 - 4	≥ 5	SFD	2 - 4	≥ 5
	Arterials - Upgrades	\$7,858	N/A	N/A	\$7,858	N/A
Arterials - CFD 89-1 Reimb	\$89	N/A	N/A	\$89	N/A	N/A
Arterials - RSP Reimb	\$664	N/A	N/A	\$664	N/A	N/A
Storm Drainage - Upgrade	\$3,855	N/A	N/A	\$3,855	N/A	N/A
Mini/Neighborhood and Community Parks	\$5,636	N/A	N/A	\$5,636	N/A	N/A
Wastewater-Eastside Sewer System Connection	\$543	N/A	N/A	\$543	N/A	N/A
Wastewater-Gravity Sewer Improvements	\$406	N/A	N/A	\$406	N/A	N/A
Wastewater Treatment Plant Upgrade	\$10,436	N/A	N/A	\$10,436	N/A	N/A

EXHIBIT B-7: INDUSTRIAL SPECIFIC PLAN SOUTH AREA - STORM DRAINAGE, WASTEWATER							
Public Facilities	Residential Fees Per Unit			Non-Residential Fee Per Gross Acre			
	SFD	2 - 4	≥ 5	Industrial	Institutional	Office	Retail
	Storm Drainage - Upgrades - Zone 1	\$3,654	\$2,265	\$1,847	\$46,037	N/A	\$46,037
Storm Drainage - Westside Outfall - Zone 1	\$449	\$220	\$227	\$5,662	N/A	\$5,662	\$5,662
Storm Drainage - Upgrades - Zone 2	\$1,311	\$642	\$526	\$16,519	N/A	\$16,519	\$16,519
Storm Drainage - Westside Outfall - Zone 2	\$449	\$220	\$227	\$5,662	N/A	\$5,662	\$5,662
Wastewater Treatment Plant Upgrade	\$1,943	\$1,620	\$1,295	\$10,356	N/A	\$8,938	\$8,938
Wastewater - Sewer Collection Conveyance	\$3,237	\$2,676	\$2,158	\$1,995	N/A	\$1,995	\$1,995
Wastewater - Cheng Diversion Reimb	\$208	\$173	\$139	\$1,108	N/A	\$970	\$970

EXHIBITS B-1 THROUGH B-17  
 SUPPLEMENTAL DATA TO EXHIBIT B  
 Amounts and Descriptions of Fees  
 For Fiscal Year Ended June 30, 2017  
 (Government Code §66006(b)(1)(A) and (B).)

EXHIBIT B-8: PRESIDIO AREA - STORM DRAINAGE							
Public Facilities Residential Only Single Family Dwelling Units	Fees Per Unit			Non-Residential			
	Pink Zone	Purple Zone	Yellow Zone	Fee Per Gross Acre			
				Industrial	Institutional	Office	Retail
Storm Drainage - Westside Channel Reimb	\$963	N/A	N/A	N/A	N/A	N/A	N/A
Storm Drainage - Upgrades	N/A	\$333	\$717	N/A	N/A	N/A	N/A
Storm Drainage - RSP Reimb	N/A	\$1,145	\$1,145	N/A	N/A	N/A	N/A

EXHIBIT B-9: TRACY GATEWAY AREA - ALL FEES							
Public Facilities	Residential			Non-Residential			
	Fees Per Unit			Fee Per Gross Acre			
	SFD	2 - 4	≥ 5	Retail	Ofc w/o Def	Ofc w/ Def	Hotel (200 Room)
Arterials - Streets & Highways	N/A	N/A	N/A	\$36,952	\$25,610	\$1,626	\$34,606
Storm Drainage	N/A	N/A	N/A	\$9,549	\$9,549	\$4,350	\$5,199
Public Buildings	N/A	N/A	N/A	\$7,385	\$17,806	\$17,806	\$15,307
Water & Non-Potable Water	N/A	N/A	N/A	\$80,459	\$116,237	\$72,302	\$352,851
Wastewater-Conveyance & WRF	N/A	N/A	N/A	\$28,176	\$40,706	\$1,106	\$123,567

EXHIBIT B-10: NORTHEAST INDUSTRIAL AREA, PH 2 - WASTEWATER, ARTERIALS, STORM DRAINAGE							
Public Facilities	Residential			Non-Residential (Industrial Only)			
	Fees Per Unit			Fee Per Gross Acre			
	SFD	2 - 4	≥ 5	Industrial	Institutional	Office	Retail
Arterials - Upgrades	N/A	N/A	N/A	\$44,059	N/A	N/A	N/A
Arterials - RSP Reimb	N/A	N/A	N/A	\$416	N/A	N/A	N/A
Arterials - Traffic Signals	N/A	N/A	N/A	\$1,412	N/A	N/A	N/A
Arterials - Land/Easement Acquisitions	N/A	N/A	N/A	\$18,721	N/A	N/A	N/A
Storm Drainage - Watershed Improvements	N/A	N/A	N/A	\$6,593	N/A	N/A	N/A
Storm Drainage - Land/Easement Acquisitions	N/A	N/A	N/A	\$29,233	N/A	N/A	N/A
Storm Drainage - CFD 89-1 Reimb	N/A	N/A	N/A	\$271	N/A	N/A	N/A
Wastewater - Collections System Improvements	N/A	N/A	N/A	\$16,494	N/A	N/A	N/A
Wastewater - Treatment Plant Upgrade	N/A	N/A	N/A	\$16,786	N/A	N/A	N/A
Wastewater - CFD 89-1 Reimb	N/A	N/A	N/A	\$1,431	N/A	N/A	N/A

EXHIBITS B-1 THROUGH B-17  
 SUPPLEMENTAL DATA TO EXHIBIT B  
 Amounts and Descriptions of Fees  
 For Fiscal Year Ended June 30, 2017  
 (Government Code §66006(b)(1)(A) and (B).)

**EXHIBIT B-12: HABITAT MITIGATION FEES (EFFECTIVE 1/1/18-1/31/18)**

Land Use	Multi-Purpose Open Space	Natural and Agricultural Lands	Vernal Pool - Uplands	Vernal Pool - Wetted
Fee Per Gross Acre	\$9,701	\$19,400	\$72,523	\$116,871

**EXHIBIT B-13: AGRICULTURAL MITIGATION FEES (EFFECTIVE 3/1/18-2/28/19)**

Description	Fee Per Gross Acre
Agricultural Mitigation-Ag Land Purchase	\$2,796

**EXHIBIT B-14: COUNTY FACILITIES FEES (EFFECTIVE 4/2/18 to 6/30/18)**

Fee Category	Fee Per Dwelling Unit			Fee Per Building Square Foot			
	SFDU	2 - 4	≥ 5	Industrial	Institution	Office	Retail
County Facilities Fee	\$ 2,434	\$ 1,807	\$ 1,807	\$ 0.11	N/A	\$ 0.61	\$ 0.40

**EXHIBIT B-15: REGIONAL TRANSPORTATION IMPACT FEES**

Fee Category	Fee Per Dwelling Unit			Fee Per Building Square Foot				
	SFDU	2 - 4	≥ 5	Warehouse	Industrial	Institution	Office	Retail
Regional Transportation Impact Fee	\$ 3,311.64	\$ 1,986.98	\$ 1,986.98	\$ 0.42	\$ 1.00	\$ 1.00	\$ 1.66	\$ 1.32

**EXHIBIT B-16: CITYWIDE MASTERPLANS- STORM DRAINAGE**

Fee Category	Residential Fees Per Unit			Non-Residential (Industrial Only) Fee Per Gross Acre			
	SFD	2 - 4	≥ 5	Industrial	Institutional	Office	Retail
Storm Drainage - Keenan	\$ 2,141	\$ 1,446	\$ 1,293	N/A	N/A	N/A	N/A
Storm Drainage - Westside Residential	\$ 4,571	\$ 3,062	\$ 2,732	N/A	N/A	N/A	N/A
Storm Drainage - NW WSO	N/A	N/A	N/A	\$ 16,384	N/A	\$ 16,384	\$ 16,384
Storm Drainage - Larch Clover	N/A	N/A	N/A	N/A	N/A	N/A	\$ 10,056
Storm Drainage - East Side Industrial	N/A	N/A	N/A	\$ 48,957	N/A	N/A	\$ 48,957
Storm Drainage - Chrisman & East UR-1	\$ 1,572	\$ 1,045	\$ 933	\$ 28,682	N/A	\$ 28,682	\$ 28,682
Storm Drainage - South MacArthur & Rocha	\$ 4,469	\$ 2,971	\$ 2,659	N/A	N/A	N/A	\$ 81,501
Storm Drainage - Mtn. House	N/A	N/A	N/A	\$ 15,795	N/A	\$ 15,795	\$ 15,795
Storm Drainage - Lammers Watershed	\$ 1,304	\$ 868	\$ 777	\$ 23,818	N/A	\$ 23,818	\$ 23,818
Storm Drainage - Kagehiro & West Larch Clover**	\$ 532	\$ 375	\$ 335	N/A	N/A	N/A	N/A

EXHIBITS B-1 THROUGH B-17  
 SUPPLEMENTAL DATA TO EXHIBIT B  
 Amounts and Descriptions of Fees  
 For Fiscal Year Ended June 30, 2017  
 (Government Code §66006(b)(1)(A) and (B).)

EXHIBIT B-17: I-205 AREA - ROAD, WATER, WASTEWATER, ROADWAYS, STORM DRAINAGE, PARKS

	Total PCL GL-2B (7) (SC)	Total PCL GL-6 (GC)	Total PCL GL-8 (FC)	Total PCL GL-15 1(A) (GC)	Total PCL GL15-1(B) (GC)	Total PCL GL-16 (SC)	Total PCL GL-24c (GC)	Total PCL M1 (LI)	Total PCL M2 (LI)
<b>Cost Allocations</b>									
1. Road Circulation	\$889,337	\$68,349	\$226,508	\$136,699	\$182,265	\$254,905	\$2,415,008	\$0	
2. Freeway Interchange	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Signals	\$46,764	\$3,594	\$11,910	\$7,188	\$9,584	\$13,404	\$126,987	\$0	\$0
3a. Intersection Mitigation	\$80,876	\$6,216	\$20,598	\$12,431	\$16,575	\$23,181	\$219,619	\$0	\$0
<b>4. Sub-Total Road Costs</b>	<b>\$1,016,976</b>	<b>\$78,159</b>	<b>\$259,017</b>	<b>\$156,318</b>	<b>\$208,424</b>	<b>\$291,490</b>	<b>\$2,761,615</b>	<b>\$0</b>	<b>\$0</b>
5A. Sanitary Sewer Treatment	\$184,868	\$10,125	\$66,181	\$20,250	\$26,999	\$52,988	\$357,743	\$151,113	\$419,976
5B. Sanitary Sewer Collection	\$37,261	\$2,041	\$13,339	\$4,081	\$5,442	\$10,680	\$72,104	\$0	\$0
6A. Water Distribution (on-site)	\$26,813	\$1,518	\$8,421	\$3,037	\$4,049	\$7,685	\$53,653	\$0	\$0
6B. Water Distribution (off-site)	\$237,559	\$13,454	\$74,607	\$26,908	\$35,877	\$68,090	\$475,367	\$186,111	\$517,243
6C. Water Supply (9)	-\$134,513	-\$7,618	-\$42,245	-\$15,236	-\$20,315	-\$38,555	-\$269,167	-\$105,381	-\$292,878
6D. Water Treatment / Storage	\$273,603	\$15,495	\$85,927	\$30,990	\$41,320	\$78,421	\$547,493	\$214,349	\$595,722
7. Storm Drains	\$5,456	\$347	\$811	\$695	\$927	\$1,564	\$12,278	\$0	\$0
8. Irrigation (NBID)	\$43,426	\$2,766	\$6,454	\$5,532	\$7,376	\$12,447	\$97,731	\$0	\$0
9. Entries & Gateways (1)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10. I-205 Mini Parks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11. Downtown Assistance	\$6,314	\$402	\$938	\$804	\$1,072	\$1,810	\$14,209	\$5,161	\$14,343
12. Park & Ride	\$9,445	\$602	\$1,404	\$1,203	\$1,604	\$2,707	\$21,257	\$0	\$0
13. Air Quality	\$538	\$34	\$80	\$69	\$91	\$154	\$1,210	\$440	\$1,222
14. Swainson Hawk	\$18,442	\$1,175	\$2,741	\$2,349	\$3,132	\$5,286	\$41,504	\$15,075	\$41,896
15A. Fire / Public Works Capital	\$102,856	\$6,551	\$15,286	\$13,103	\$17,470	\$29,481	\$231,481	\$84,075	\$233,664
15B. Agricultural Conversion Fee	\$1,758	\$112	\$261	\$224	\$299	\$504	\$3,957	\$1,437	\$3,994
16A. Park Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16B. Park Land Credit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16C. Park Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17A. Master Landscape Plan	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17B. Master Landscape Plan Credit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18. Public Buildings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19. RSP Storm Drain Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20. I-205 Entry	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21. AD 84-1 Sewer Collection Fee (2)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22. AD 87-3 Water Distribution Fee (2)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23. Communication Tower (10)	\$ 2,529.72	\$ 161.13	\$ 375.97	\$ 322.26	\$ 429.68	\$ 725.08	\$ 5,693.20	\$ -	\$ -
<b>24. TOTAL DISTRICT DIRECT COSTS</b>	<b>\$1,833,330</b>	<b>\$125,324</b>	<b>\$493,598</b>	<b>\$250,649</b>	<b>\$334,198</b>	<b>\$525,477</b>	<b>\$4,428,128</b>	<b>\$552,379</b>	<b>\$1,535,182</b>
25. Contingency (15%) *	\$278,608	\$18,726	\$76,627	\$37,453	\$49,937	\$79,856	\$661,665	\$95,347	\$264,991
26. Design & Construction Fees (15%) *	\$278,608	\$18,726	\$76,627	\$37,453	\$49,937	\$79,856	\$661,665	\$95,347	\$264,991
<b>27. TOTAL CONST., DESIGN &amp; CONTING **</b>	<b>\$2,390,545</b>	<b>\$162,777</b>	<b>\$646,852</b>	<b>\$325,554</b>	<b>\$434,072</b>	<b>\$685,188</b>	<b>\$5,751,459</b>	<b>\$743,073</b>	<b>\$2,065,164</b>
28. Credit from CFD 91-1 Overlap (3)	-\$30,359								
29. Soundwall - Corral Hollow Rd @ Greenleaf	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30. Program Management	\$78,045	\$4,971	\$11,599	\$9,942	\$13,256	\$22,370	\$175,643	\$63,795	\$177,300
31. Credit for Land Dedication for well (8)									
<b>32. TOTAL NET COST</b>	<b>\$2,438,231</b>	<b>\$167,748</b>	<b>\$658,451</b>	<b>\$335,496</b>	<b>\$447,328</b>	<b>\$707,558</b>	<b>\$5,927,101</b>	<b>\$806,868</b>	<b>\$2,242,463</b>
<b>33. TOTAL COST/NET ACRE</b>	<b>\$258,836</b>	<b>\$279,580</b>	<b>\$470,322</b>	<b>\$279,580</b>	<b>\$279,580</b>	<b>\$262,058</b>	<b>\$279,580</b>	<b>\$104,788</b>	<b>\$104,788</b>
<b>34. TOTAL COST/SQ. FT. OF LAND</b>	<b>\$5.94</b>	<b>\$6.42</b>	<b>\$10.80</b>	<b>\$6.42</b>	<b>\$6.42</b>	<b>\$6.02</b>	<b>\$6.42</b>	<b>\$2.41</b>	<b>\$2.41</b>

\* Fee on construction items only (1,3,5A-6B,6D,7,8,10,12,15A).

\*\* Includes no District formation or Bond financing costs.

(1) Item 9 funds transferred to water treatment / storage per City Council direction.

(2) AD 84-1 & 87-3 are for sewer collection fees and water distribution fees and does not include wastewater or water treatment cost participation.

(3) Credit from CFD 91-1 overlap.

(4) GL-5B is the remnant of GL-5, GL-11, and Old Naglee Road.

(5) GL-27 is the remnant from the following parcels: GL-5, GL-6, GL-7, GL-9, GL-10 & GL-11.

(6) M-1 & M-2 Net Area was calculated to be approximately 55 percent of gross area due to parcels within flood plain.

(7) GL-2b has a finance plan that is subject to update with the latest spreadsheet. Parcel E (3.64 acres) has pulled a permit and was removed from the spread.

(8) \$146,780 will be paid to the redevelopment agency for the cost of the land that was used for the well near the corner of Grant Line and Naglee Road (part of GL-27).

(9) These numbers are negative due to a change between spreadsheet #42 and #43 where project funds from CIP 7514 in Water Supply were shifted to CIP 7533 under Water Distribution off-site and 7532 under Water Treatment/Storage. Remaining parcels therefore are receiving a 'credit' for excess money in water supply but are paying more towards Water Distribution off-site and Water Treatment/Storage.

(10) Communication tower based on building SF. Costs shown here are costs assumed per acre based on estimated FAR. Fee is \$20.55 per 1000 sf of building for commercial/retail, \$34.25 for office, and \$6.85 per 1000 sf of light industrial sf of building.

EXHIBIT C  
 Summary of Expenses and Anticipated Construction Dates  
 for Fiscal Year Ended June 30, 2018  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22							01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded		
							FY18-19	FY19-20	FY20-21	FY21-22				
71050	Public Safety	\$2,542,005	F301-General Projects	2,216,121	42,778	-1,016,894	283,106	-1,300,000	0	0	Apr 18	Work Underway	49%	
	Communications Eqpt		F367-TIMP Pub Safety	0		1,300,000	0	1,300,000	0	0			51%	
				0										
71052	Police Radio Repeater & Tower	\$18,300	F352-So MacArthur Area	0	0	18,300	0	18,300	0	0	Apr 19	Deferred to Future	100%	
	SMPA													
71086	New Fire Station	\$6,950,000	F367-TIMP Pub Safety	0	0	6,950,000	6,950,000	0	0	0	Dec 18	New Facility	100%	
71PP-052	Public Safety Facilities	\$2,321,720	F358-Tracy Gateway Area	0	0	568,500	0	70,000	498,500	0	Jun 20	New & Expansion	24%	
	New Development Areas		F358-Ellis Area	0	0	1,753,220	0	48,000	1,705,220	0			76%	
71PP-058	New Fire Vehicle	\$1,000,000	F314-Infill Buildings	0	0	130,400	10,400	120,000	0	0	Jun 19	New Equipment	13%	
	Ladder Truck		F324-Gen Fac Plan C	0	0	666,600	666,600	0	0	0			67%	
			F352-So MacArthur Area	0	0	68,000	68,000	0	0	0			7%	
			F354-ISP South Area	0	0	135,000	135,000	0	0	0			14%	
71PP-067	New Fire Station	\$4,189,000	F367-TIMP Pub Safety	0	0	4,189,000	0	753,000	3,436,000	0	Dec 20	New Facility	100%	
	Southwest Tracy (TIMP FS E)													
71PP-068	New Fire Station	\$4,387,500	F314-Infill Buildings	0	0	609,000	0	0	609,000	0	Jun 20	New Facility	14%	
	Relocate Station #97 - South Tracy		F345-RSP Arterials	0	0	1,470,200	0	380,000	1,090,200	0			34%	
			F324-Gen Fac Plan C	0	0	929,000	0	0	929,000	0			21%	
			F352-So MacArthur Area	0	0	216,000	0	0	216,000	0			5%	
			F354-ISP South Area	0	0	1,163,300	0	0	1,163,300	0			27%	
71PP-075	Public Safety Training Facility	\$17,245,000	F367-TIMP Pub Safety	0	0	17,245,000	1,520,000	0	1,275,000	14,450,000	Dec 20	New Facility	100%	
72068	Traffic Signal	\$171,760	F313-Infill Arterials	0	13,997	0	0	0	0	0	Dec 19	Design Underway	8%	
	Lammers & West Schulte		F323-Arterials Plan C	61,514	0	0	0	0	0	0		ROW Acquisition	36%	
			Developer Contribution	71,662	0	0	0	0	0	0			42%	
			F301-General Projects	23,897	690	0	0	0	0	0			14%	
72073	Intersection Improvements	\$315,092	F354-ISP South Area	0	8,992	306,100	306,100	0	0	0	Jun-19	Design Completed	100%	
	MacArthur & Valpico													
72074	Intersection Improvements	\$199,459	F354-ISP South Area	0	3,359	196,100	196,100	0	0	0	Jun-19	Design Completed	100%	
	Tracy & Valpico													
72082	Traffic Signal	\$475,411	F354-ISP South Area	336,574	0	0	0	0	0	0	Jun 18	Design Underway	71%	
	Valpico & Sycamore Pkwy		Grant Funding	130,630	0	0	0	0	0	0			27%	
			F245-Gas Tax-Sec 2106	8,207	0	0	0	0	0	0			2%	
72090	Traffic Signal	\$540,000	F313-Infill Arterials	0	0	540,000	0	0	540,000	0	Jun 20	New Installation	100%	

EXHIBIT C  
Summary of Expenses and Anticipated Construction Dates  
for Fiscal Year Ended June 30, 2018  
(Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22						01-JUL-18	
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded		
							FY18-19	FY19-20	FY20-21	FY21-22				
	Tracy & Linne Rd													
72094	Traffic Signal Tracy & Gandy Dancer	\$0	F313-Infill Arterials	0	0	0	0	0	0	0	0	Dec 17	New Installation	0%
72095	Traffic Signal Corral Hollow & Valpico	\$21,172	F354-ISP South Area F301-General Projects	21,172 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	Mar 19	New Installation	100% 0%
72096	Intersection Improvements Hansen Rd & Old Schulte Rd	\$375,940	F363-TIMP Traffic	375,940	0	0	0	0	0	0	0	Nov 15	Work Completed	100%
72014	Traffic Signal Upgrades I205 Area Eastside	\$1,257,876	F353-I205 Plan Area F323-Arterials Plan C Developer Contribution	100 0 105,076	0 0 0	261,300 573,600 317,800	0 0 0	0 0 0	0 0 0	261,300 573,600 317,800	0 0 0	Jun 21	Upgrade	21% 46% 34%
72056	Signal Modifications 11th & Lammers	\$405,000	F350-Tracy Gateway Area F245-Gas Tax-Sec 2106	0 0	0 0	192,900 212,100	0 0	0 0	192,900 212,100	0 0	0 0	Jun 20	Upgrade	48% 52%
72062	Intersection Improvements I205 & MacArthur	\$15,821,405	F352-So MacArthur Area F355-Presidio Area F357-NE Ind Area Ph 2	0 0 3,035	0 0 0	1,081,000 814,800 13,922,570	0 0 1,496,970	0 0 0	0 260,000 0	1,081,000 554,800 12,425,600	0 0 0	Jun 21	Expansion	7% 5% 88%
72073	Intersection Improvements MacArthur & Valpico	\$310,010	F354-ISP South Area	3,910	0	306,100	306,100	0	0	0	0	Jun 18	Design Completed	100%
72074	Intersection Improvements Tracy & Valpico	\$200,010	F354-ISP South Area	3,910	0	196,100	196,100	0	0	0	0	Jun 18	Design Completed	100%
72PP-028	Traffic Signal Grant Line & Street "A"	\$356,500	F353-I205 Plan Area	0	0	356,500	0	356,500	0	0	0	Jun 19	New Installation	100%
72PP-029	Traffic Signal Naglee Road & Auto Plaza Drive	\$350,000	F353-I205 Plan Area F245-Gas Tax-Sec 2106	0 0	0 0	309,900 40,100	309,900 40,100	0 0	0 0	0 0	0 0	Jun 18	New Installation	89% 11%
72PP-030	Intersection Improvements I580 & Corral Hollow	\$762,800	F352-So MacArthur Area F355-Presidio Area F358-Ellis Area F363-TIMP Traffic	0 0 0 0	0 0 0 0	278,000 201,900 167,700 115,200	0 0 0 0	0 0 0 0	50,000 201,900 0 0	228,000 0 167,700 115,200	0 0 0 0	Dec 19	Expansion	36% 26% 22% 15%
72PP-033	Traffic Signals-2.6 Collectors	\$959,000	Future Developments	0	0	959,000	0	959,000	0	0	0	Jun 19	New Installation	100%
72PP-042	Traffic Signal MacArthur & Glenbrook	\$337,500	Developer Contribution Grant Funding	0 0	0 0	185,000 152,500	0 0	0 0	185,000 152,500	0 0	0 0	Jun-21	New Installation	55% 45%

EXHIBIT C  
 Summary of Expenses and Anticipated Construction Dates  
 for Fiscal Year Ended June 30, 2018  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22							01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded		
							FY18-19	FY19-20	FY20-21	FY21-22				
72PP-054	Intersection Improvements	\$8,600,000	F358-Ellis Area	0	0	415,300	415,300	0	0	0	Dec 18	New Installation	5%	
	Corral Hollow & Linne		F363-TIMP Traffic	0	0	8,184,700	8,184,700	0	0	0			95%	
72PP-064	Intersection Improvements	\$327,000	F363-TIMP Traffic	0	0	327,000	0	0	327,000	0	Jun 20	Upgrade	100%	
	Various Locations													
72PP-071	Traffic Signal	\$270,000	Developer Contribution	0	0	270,000	0	0	270,000	0	Jun 20	New Installation	100%	
	Chrisman & Kellogg's Entrance													
72PP-081	Intersection Improvements	\$869,300	F353-I205 Plan Area	0	0	50,200	0	0	0	50,200	Dec 21	Upgrade	6%	
	Grant Line & Lammers Roads		F363-TIMP Traffic	0	0	819,100	0	0	0	819,100			94%	
72PP-082	Intersection Improvements	\$418,100	F353-I205 Plan Area	0	0	20,800	0	0	0	20,800	Dec 21	Upgrade	5%	
	Grant Line & Naglee Roads		F363-TIMP Traffic	0	0	397,300	0	0	0	397,300			95%	
72PP-083	Intersection Improvements	\$388,700	F353-I205 Plan Area	0	0	345,300	0	345,300	0	0	Jun 19	Upgrade	89%	
	Naglee Road & Pavilion Pkwy		F363-TIMP Traffic	0	0	43,400	0	43,400	0	0			11%	
72PP-084	Intersection Improvements	\$2,538,500	F353-I205 Plan Area	0	0	493,800	0	0	0	493,800	Dec 21	Upgrade	19%	
	Grant Line & I205 Ramps		F363-TIMP Traffic	0	0	2,044,700	0	0	0	2,044,700			81%	
72PP-085	Intersection Improvements	\$4,639,200	F353-I205 Plan Area	0	0	2,069,400	0	0	2,069,400	0	Dec 20	Upgrade	45%	
	Grant Line & Corral Hollow Rd		F323-Arterials Plan C	0	0	319,200	0	0	319,200	0			7%	
			F363-TIMP Traffic	0	0	2,250,600	0	0	2,250,600	0			49%	
72PP-086	Intersection Improvements	\$907,170	F353-I205 Plan Area	0	0	864,700	0	0	0	864,700	Jun 21	Upgrade	95%	
	Lammers & 11th Street		F358-Ellis Area	0	0	7,920	0	0	0	7,920			1%	
			F363-TIMP Traffic	0	0	34,550	0	0	0	34,550			4%	
72PP-087	Intersection Improvements	\$975,500	F353-I205 Plan Area	0	0	9,800	0	0	9,800	0	Dec 20	Upgrade	1%	
	11th Street & Corral Hollow Road		F363-TIMP Traffic	0	0	965,700	0	0	965,700	0			99%	
72PP-090	Traffic Signal/Intersection Imprvmnts	\$385,000	Developer Contribution	0	0	385,000	385,000	0	0	0	Jun 18	New Installation	100%	
	Chrisman Rd, So of Paradise													
72PP-091	Traffic Signal/Intersection Imprvmnts	\$501,000	Developer Contribution	0	0	501,000	0	0	501,000	0	Jun 20	New Installation	100%	
	Chrisman Rd & Paradise													
72PP-092	Traffic Signal	\$337,500	Developer Contribution	0	0	337,500	0	0	337,500	0	Jun 20	New Installation	100%	
	Pescadero/Western Driveway													
72PP-094	Intersection Improvements	\$766,700	F313-Infill Arterials	0	0	766,700	0	0	766,700	0	Jun 21	Upgrade	100%	
	11th St & Lincoln Blvd													

EXHIBIT C  
 Summary of Expenses and Anticipated Construction Dates  
 for Fiscal Year Ended June 30, 2018  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22						01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded	
							FY18-19	FY19-20	FY20-21	FY21-22			
72PP-095	Intersection Improvements Grant Line Road & Tracy Blvd	\$290,300	F363-TIMP Traffic	0	0	290,300	0	0	0	290,300		Planned for Future	100%
72PP-096	Intersection Improvements Schulte & Tracy	\$152,400	F363-TIMP Traffic	0	0	152,400	0	0	0	152,400	Jun 20	Upgrade	100%
72PP-098	Traffic Improvements Tracy Gateway Area	\$2,288,500	F358-Tracy Gateway Area	0	0	2,288,500	0	0	0	2,288,500	Jun 20	Rehabilitation	100%
72PP-201	Intersection Improvements Ellis Prgm Area	\$3,762,500	F358-Ellis Area Grant Funding	0 0	0 0	2,121,860 1,640,640	0 0	0 0	2,121,860 1,640,640	0 0	Jun 20	New Installation	56% 44%
73084	New Interchange I205 & Lammers Road	\$51,156,783	F358-Tracy Gateway Area F242-Prop K Tr Sales Tx F363-TIMP Traffic Federal TEA Grant F301-General Projects	52,730 7,005 0 4,580,908 435,756	0 2,625 0 0 5,558	18,010,000 2,579,000 25,483,200 0 0	0 0 9,000,000 0 0	0 0 0 0 0	18,010,000 500,000 16,483,200 0 0	0 2,079,000 0 0 0	Jun 21	Design Underway ROW Acquired	35% 5% 50% 9% 1%
73095	Widening Valpico Rd, Tracy to Pebblebrook	\$10,736,258	F242-Prop K Tr Sales Tx F354-ISP South Area F358-Ellis Area	346,281 0 0	2,677 0 0	100,000 10,201,500 85,800	100,000 2,344,800 0	0 7,856,700 85,800	0 0 0	0 0 0	Jun 19	Design Underway	4% 95% 1%
73102	Widening - Corral Hollow Rd, Byron to Grant Line (Phase II)	\$4,870,416	F353-I205 Plan Area F363-TIMP Traffic	944,260 193,817	1,065,956 2,666,383	0 0	0 0	0 0	0 0	0 0	Dec 17	Phase 2 Design Underway	41% 59%
73103	Widening Corral Hollow Rd, 11th to Schulte	\$4,381,804	F323-Arterials Plan C F245-Gas Tax-Sec 2106	1,046,783 20,465	655 50,000	0 3,263,900	0 3,263,900	0 0	0 0	0 0	Dec 18	Design Underway	24% 76%
73109	New Interchange I205 & Paradise Road	\$25,466,584	F245-Gas Tax-Sec 2106 Federal TEA Grant F363-TIMP Traffic	380,037 572,510 0	3,037 0 0	0 0 24,511,000	0 0 3,000,000	0 0 0	0 0 0	0 0 21,511,000	Jul 22	EIR Underway Design Underway	2% 2% 96%
73126	Widening - MacArthur Dr Schulte to Valpico, Phase II	\$4,006,848	F313-Infill Arterials F352-So MacArthur Area Federal TEA Grant RSTP Grant	780,158 1,047,246 310,885 0	978,290 154,269 0 0	736,000 0 0 0	736,000 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	Dec 18	Design Underway	62% 30% 8% 0%
73136	Directional Signs I205 at 2 Locations	\$3,057	F345-RSP Arterials	3,057	0	0	0	0	0	0	Dec 18	Design Underway	100%
73141	Improvements Fabian Road, w of Corral Hollow	\$1,281,571	F323-Arterials Plan C F313-Infill Arterials F242-Prop K Tr Sales Tx	676,289 524,633 0	0 58,620 22,030	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	Jul 18	Design Underway	53% 46% 2%



EXHIBIT C  
 Summary of Expenses and Anticipated Construction Dates  
 for Fiscal Year Ended June 30, 2018  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY		FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS					FY18-19 THROUGH FY21-22							01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded		
							FY18-19	FY19-20	FY20-21	FY21-22				
73143	Widening - 11th Street MacArthur to Chrisman	\$0	F352-So MacArthur Area F355-Presidio Area	0 0	0 0	0 0	0 0	0 0	0 0	0 0	Sep 18	Expansion	#DIV/0! #DIV/0!	
73144	Widening - Corral Hollow Road Linne to Old Schulte	\$19,375,297	F242-Prop K Tr Sales Tx F245-Gas Tax-Sec 2106 Highways Grants F808-Reg Transp Impact F363-TIMP Traffic	0 2,735 0 157,616 5,854	0 80,000 0 0 929,092	13,000,000 662,300 750,000 3,787,700 0	4,000,000 662,300 750,000 3,787,700 0	4,000,000 0 0 0 0	5,000,000 0 0 0 0	b	Mar 19	Expansion	67% 4% 4% 20% 5%	
73146	Overcrossing Upgrade I205 & Mt House Pkwy	\$17,268,294	F363-TIMP Traffic Developer Contribution	58,208 0	42,186 0	17,167,900 0	17,167,900 0	0 0	0 0	0 0	Jun 18	EIR Underway	100% 0%	
73147	Overcrossing Upgrade I580 & Mt House Pkwy	\$21,525,024	F363-TIMP Traffic Developer Contribution	14,639 0	42,186 0	21,468,200 0	21,468,200 0	0 0	0 0	0 0	Jun 18	EIR Underway	100% 0%	
73148	Bridge Widening DMC & Mt House Pkwy	\$5,225,247	F363-TIMP Traffic Developer Contribution	3,047 0	0 0	5,222,200 0	5,222,200 0	0 0	0 0	0 0	Jun 18	EIR Underway	100% 0%	
73149	Bridge Widening CA Aqueduct & Mt House Pkwy	\$5,405,001	F363-TIMP Traffic Developer Contribution	1,716 0	985 0	5,402,300 0	5,402,300 0	0 0	0 0	0 0	Jun 18	EIR Underway	100% 0%	
73150	Bridge Widening DMC & Old Schulte Rd	\$4,365,708	F363-TIMP Traffic	22,598	410	4,342,700	4,342,700	0	0	0	Jun 18	EIR Underway	100%	
73153	Widening - Hansen Rd Old Schulte Rd to N of Old Rd E	\$1,555,991	F363-TIMP Traffic Developer Contribution	1,555,991 0	0 0	0 0	0 0	0 0	0 0	0 0	Jul 15	Work Completed	100% 0%	
73158	Aqueduct Crossings Corral Hollow Road	\$9,557,406	F352-So MacArthur Area F355-Presidio Area F363-TIMP Traffic	0 0 0	3,406 0 0	0 0 9,554,000	0 0 9,554,000	0 0 0	0 0 0	0 0 0	Dec 18	Expansion	0% 0% 100%	
73159	Widening MacArthur Dr, I-205 to Pescadero	\$1,522,158	F357-NE Ind Area Ph 2	12,158	0	1,510,000	0	0	0	0	Jun 18	Expansion	100%	
73161	Widening - Corral Hollow Road, I580 to Linne	\$14,055,644	F352-So MacArthur Area F355-Presidio Area F363-TIMP Traffic F301-General Projects	0 0 0 0	0 0 0 155,644	636,000 474,000 10,890,000 1,900,000	0 0 0 0	0 0 0 0	0 0 10,890,000 0	0 0 0 0	Dec 18	Expansion	5% 3% 77%	
73165	Widening - Corral Hollow Rd, I205 north to City Limits	\$2,975,900	F352-So MacArthur Area F355-Presidio Area Developer Contribution	0 0 0	0 0 0	57,900 43,200 2,874,800	0 0 0	0 0 0	0 0 0	0 0 2,874,800	Dec 21	Expansion	2% 1% 97%	
73002	Extension - MacArthur Drive,	\$12,195,519	F345-RSP Arterials	750,549	0	98,770	0	0	98,770	0	Jun 21	Design Underway	7%	

**EXHIBIT C**  
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**for Fiscal Year Ended June 30, 2018**  
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CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22							01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded		
							FY18-19	FY19-20	FY20-21	FY21-22				
	11th to Mt Diablo - Ph 1		Highways Grants	0	0	7,650,800	0	0	500,000	7,150,800		ROW Acquisition	63%	
			F242-Prop K Tr Sales Tx	0	0	3,695,400	0	0	0	3,695,400			30%	
73035	Widening - Grant Line Rd, Naglee Rd to Lammers Rd	\$3,502,412	F353-I205 Plan Area	1,376,642	0	1,859,600	1,859,600	0	0	0	Jun 18	Partial Completion	92%	
			Developer Contribution	266,170	0	0	0	0	0	0			8%	
73057	Construction Street C, Naglee to Corral Hollow	\$2,134,200	F353-I205 Plan Area	0	0	2,134,200	0	0	241,000	1,893,200	Jun 21	New Facility	100%	
73061	Extension - Valpico Rd, Pebblebrook to MacArthur	\$2,045,800	F354-ISP South Area	0	0	2,045,800	0	300,000	1,745,800	0	Jun 20	New Installation	100%	
73069	Construct - Street "A", Grant Line Road to Auto Mall Drive	\$1,917,600	F353-I205 Plan Area	0	0	841,700	0	250,000	591,700	0	Jun 20	New Installation	44%	
			Developer Contribution	0	0	1,075,900	0	0	1,075,900	0			56%	
73090	Extension Chrisman Rd, Grant Line to I-205	\$3,985,891	F357-NE Ind Area Ph 2	270,391	0	3,715,500	297,400	3,418,100	0	0	Jun 19	Prel Plan Complete	100%	
73092	Widening Lammers Rd, 3,000 Ft So of 11th	\$11,051,030	F350-Tracy Gateway Area	1,498,630	1,042,000	8,510,400	0	0	8,510,400	0	Dec 20	Expansion	100%	
73093	Widening 11th St, 4,500 ft west of Lammers	\$14,230,200	F350-Tracy Gateway Area	0	0	13,974,000	0	0	13,974,000	0	Dec 17	Expansion	98%	
			F358-Ellis Area	0	0	256,200	0	0	256,200	0			2%	
73PP-010	Widening Grant Line Rd, Parker to MacArthur	\$0	F245-Gas Tax-Sec 2106	0	0	-2,710,500	0	0	0	-2,710,500	Jan 21	Reimbursement	0%	
			F313-Infill Arterials	0	0	2,710,500	0	0	0	2,710,500			100%	
73PP-028	Interchange Improvements I205 & Grant Line Road, Phase II	\$18,300,000	F245-Gas Tax-Sec 2106	0	0	300,000	0	0	50,000	250,000	Dec 21	Expansion	2%	
			F363-TIMP Traffic	0	0	18,000,000	0	0	5,750,000	12,250,000			98%	
73PP-041	Widening - MacArthur Drive, 11th to Schulte, Phases II and III	\$6,834,500	F352-So MacArthur Area	0	0	125,400	0	0	0	125,400	Jun 21	Expansion	2%	
			F355-Presidio Area	0	0	94,100	0	0	0	94,100			1%	
			F363-TIMP Traffic	0	0	6,615,000	0	0	586,000	6,029,000			97%	
73PP-042	Widening - Grant Line Rd, Tracy Blvd to Corral Hollow Rd	\$758,000	F313-Infill Arterials	0	0	486,300	0	0	486,300	0	Jun 20	Expansion	64%	
			F352-So MacArthur Area	0	0	155,300	0	0	155,300	0			20%	
			F355-Presidio Area	0	0	116,400	0	0	116,400	0			15%	
73PP-043	Widening - Grant Line Rd, Lammers Rd to Street A	\$5,120,500	F352-So MacArthur Area	0	0	86,000	0	0	86,000	0	Dec 20	Expansion	2%	
			F355-Presidio Area	0	0	65,000	0	0	65,000	0			1%	
			F358-Ellis Area	0	0	239,500	0	0	239,500	0			5%	
			F363-TIMP Traffic	0	0	2,750,000	0	0	2,750,000	0			54%	
			Developer Contribution	0	0	1,980,000	0	0	1,980,000	0			39%	

**EXHIBIT C**  
**Summary of Expenses and Anticipated Construction Dates**  
**for Fiscal Year Ended June 30, 2018**  
(Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22						01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded	
							FY18-19	FY19-20	FY20-21	FY21-22			
73PP-047	Widening - Lammers Rd, 11th St, So to City Limit	\$29,835,600	F352-So MacArthur Area	0	0	425,200	0	0	425,200	0	Jun 21	Expansion	1%
			F355-Presidio Area	0	0	319,400	0	0	0	319,400			1%
			F358-Ellis Area	0	0	1,761,000	0	0	0	1,761,000			6%
			F363-TIMP Traffic	0	0	27,330,000	0	0	974,500	26,355,500			92%
73PP-103	Construction - N Roadways, I205 NW Area	\$579,000	F353-I205 Plan Area	0	0	579,000	0	0	0	579,000	Jun 21	New Installation	100%
73PP-048	Widening - Schulte Road, Pavilion to New	\$7,239,300	F352-So MacArthur Area	0	0	108,000	0	0	0	108,000	Dec 21	Expansion	1%
			F355-Presidio Area	0	0	81,300	0	0	0	81,300			1%
			F358-Ellis Area	0	0	253,000	0	0	0	253,000			3%
			F363-TIMP Traffic	0	0	6,797,000	0	0	0	6,797,000			94%
73PP-049	Construction - Schulte Rd, Lammers to Crossroads Drive	\$6,480,400	F352-So MacArthur Area	0	0	162,000	0	0	0	162,000	Dec 21	Expansion	2%
			F355-Presidio Area	0	0	121,400	0	0	0	121,400			2%
			F363-TIMP Traffic	0	0	6,197,000	0	0	0	6,197,000			96%
73PP-050	Widening - Schulte Road, Sycamore to Crossroad Dr, Phs II	\$2,227,500	F352-So MacArthur Area	0	0	197,700	0	0	0	197,700	Dec 21	Expansion	9%
			F355-Presidio Area	0	0	148,800	0	0	0	148,800			7%
			F363-TIMP Traffic	0	0	1,881,000	0	0	0	1,881,000			84%
73PP-051	Widening - Valpico Road, Lammers to Corral Hollow	\$9,074,000	F352-So MacArthur Area	0	0	311,500	0	0	0	311,500	Dec 21	Expansion	3%
			F355-Presidio Area	0	0	234,000	0	0	0	234,000			3%
			F358-Ellis Area	0	0	1,311,100	0	0	0	1,311,100			14%
			F363-TIMP Traffic	0	0	2,307,400	0	0	0	2,307,400			25%
			Developer Contribution	0	0	4,910,000	0	0	0	4,910,000			54%
73PP-071	Widening - MacArthur Dr, I205, north to Arbor	\$1,989,500	F313-Infill Arterials	0	0	1,499,500	0	0	0	1,499,500	Jun 21	Expansion	75%
			F245-Gas Tax-Sec 2106	0	0	490,000	0	60,000	430,000	0			25%
73PP-093	Widening - Pescadero Ave, MacArthur to Paradise	\$2,097,800	F357-NE Ind Area Ph 2	0	0	2,097,800	0	0	0	2,097,800	Jun 21	Expansion	100%
73PP-095	Construction - Crossroads Drive, Greystone to Schulte	\$3,820,000	F352-So MacArthur Area	0	0	152,000	0	0	152,000	0	Dec 20	New Installation	4%
			F363-TIMP Traffic	0	0	1,658,000	0	400,000	1,258,000	0			43%
			Developer Contribution	0	0	2,010,000	0	0	2,010,000	0			53%
73PP-097	Widening - Linne, Corral Hollow to Tracy	\$13,641,700	F313-Infill Arterials	0	0	13,641,700	0	0	0	13,641,700	Jun 21	Expansion	100%
73PP-103	Construction - N Roadways, I205 NW Area	\$721,814	F353-I205 Plan Area	51,114	0	670,700	0	0	0	670,700	Jun 21	New Installation	100%
73PP-112	Widening	\$2,228,000	F363-TIMP Traffic	0	0	2,228,000	0	0	0	2,228,000	Jun 20	Expansion	100%

**EXHIBIT C**  
**Summary of Expenses and Anticipated Construction Dates**  
**for Fiscal Year Ended June 30, 2018**  
(Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY		FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS					FY18-19 THROUGH FY21-22						01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded	
							FY18-19	FY19-20	FY20-21	FY21-22			
	Schulte Rd, W of Barcelona												
73PP-120	Widening - MacArthur Dr, Schulte Rd to Valpico Rd, Phase 3	\$6,629,000	F313-Infill Arterials	0	0	2,794,700	2,794,700	0	0	0	Jun 19	Expansion	42%
			F354-ISP South Area	0	0	2,646,400	2,646,400	0	0	0			40%
			F358-Ellis Area	0	0	41,900	41,900	0	0	0			1%
			Developer Contribution	0	0	1,146,000	1,146,000	0	0	0			17%
73PP-127	Intersection Improvements Pavilion & Capital Park	\$2,044,260	F363-TIMP Traffic	0	0	2,044,260	0	0	2,044,260	0	Dec 20	New Installation	100%
73PP-128	Construction Capital Parks Dr, Hansen to New	\$2,498,000	F363-TIMP Traffic	0	0	2,498,000	0	0	2,498,000	0	Dec 20	New Installation	100%
74083	Second Outfall Pipeline WW Treatment Plant	\$5,311,911	F357-NE Ind Area Ph 2	5,070,976	240,935	0	0	0	0	0	Jun 19	Design Completed	100%
			Debt Proceeds	0	0	0	0	0	0	0		ROW Acquisition	0%
			Developer Contribution	0	0	0	0	0	0	0			0%
74084	WW Line Upgrades E Grant Line Rd	\$4,692,111	F354-ISP South Area	121,411	0	4,570,700	4,570,700	0	0	0	Apr 18	Design Underway	100%
74091	Wastewater Recycling Pipeline, Phase I	\$19,995,659	F523-Wastewater Capital	612,131	0	0	0	0	0	0	Jul-19	Planning	3%
			F364-TIMP Wastewater	0	0	3,600,000	3,600,000	0	0	0		Underway	18%
			F513-Water Capital	0	50,000	0	0	0	0	0			0%
			F523-Wastewater Capital	0	1,833,528	0	0	0	0	0			9%
			Grant Funding	0	0	13,900,000	13,900,000	0	0	0			70%

**EXHIBIT C**  
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**for Fiscal Year Ended June 30, 2018**  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY		FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS					FY18-19 THROUGH FY21-22						01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded	
							FY18-19	FY19-20	FY20-21	FY21-22			
74097	Upgrade WW Collection System Hansen Road	\$5,962,981	F350-Tracy Gateway Area F523-Wastewater Capital Future Developments Developer Contribution	1,783,354 700,000 0 189,211	0 91,716 0 0	0 0 3,198,700 0	0 0 3,198,700 0	0 0 0 0	0 0 0 0	0 0 0 0	Jul 18	Work Underway	30%
74098	WW Lines Replacement Program FY13 Phase	\$168,986	F523-Wastewater Capital F350-Tracy Gateway Area	163,756 5,230	0 0	0 0	0 0	0 0	0 0	0 0	Aug 18	Work Completed	97%
74107	WW Treatment Plant Expansion Phase 2	\$34,000,300	F523-Wastewater Capital F364-TIMP Wastewater	0 0	300 0	4,000,000 30,000,000	4,000,000 30,000,000	0 0	0 0	0 0	Jun 19	Expansion	12% 88%
74110	WWS Improvements Tracy Hills Area	\$1,294,645	Developer Contribution	1,294,645	0	0	0	0	0	0	Jun 18	Design Underway	100%
74113	Force Main Expansion Larch Road	\$3,747,896	F325-Utilities-Plan C F350-Tracy Gateway Area F523-Wastewater Capital	805,512 2,122,481 40,626	0 656,116 123,162	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	Sep 18	Work Underway	21% 74% 4%
74114	WWCS Improvements NE Industrial Area #2-Ph 2	\$4,787,000	F357-NE Ind Area Ph 2 Future Developments	0 0	0 0	1,623,200 3,163,800	1,623,200 3,163,800	0 0	0 0	0 0	Nov 18	Design Underway	34% 66%
74118	New WW Lines Corral Hollow Road	\$9,998,080	F354-ISP South Area F358-Ellis Area F364-TIMP Wastewater Developer Contribution	0 602,474 0 16,837	1,597,775 33,434 2,000,000 0	0 0 5,000,000 747,560	0 0 5,000,000 747,560	0 0 0 0	0 0 0 0	0 0 0 0	Nov 18	New Installation	16% 6% 70% 8%
74119	New WW Lines East side Sewer	\$4,648,579	F354-ISP South Area F364-TIMP Wastewater	14,579 0	0 0	1,814,000 2,820,000	1,814,000 2,820,000	0 0	0 0	0 0	Nov 18	New Installation	39% 61%
74120	WW Line Upgrade Phase II MacArthur Dr and Pacheco	\$2,334,000	F354-ISP South Area F364-TIMP Wastewater	0 0	0 0	1,834,000 500,000	1,834,000 500,000	0 0	0 0	0 0	Jun 18	Upgrade	79% 21%
74159	Wastewater Master Plan Update	\$522,390	F364-TIMP Wastewater	0	108,810	413,580	0	0	0	0			100%
74PP-049	WW Treatment Plant Expansion Phase 3	\$90,000,000	F523-Wastewater Capital F358-Ellis Area F364-TIMP Wastewater	0 0 0	0 0 0	5,000,000 11,940,000 73,060,000	0 0 0	0 0 0	1,000,000 2,000,000 5,000,000	4,000,000 9,940,000 68,060,000	Oct 22	Expansion	6% 13% 81%
74PP-054	WWTP Replacement Program Future Phase	\$1,045,000	F523-Wastewater Capital	0	0	1,045,000	250,000	260,000	265,000	270,000		Annual Phased Contingency	100%

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 for Fiscal Year Ended June 30, 2018  
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CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22						01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded	
							FY18-19	FY19-20	FY20-21	FY21-22			
74PP-064	Wastewater Conveyance Tracy Gateway, Phase I	\$2,147,500	F350-Tracy Gateway Area	0	0	2,147,500	0	2,147,500	0	0	Dec 19	New Installation	100%
74PP-065	Reclaimed WD System Tracy Gateway Area	\$553,500	F350-Tracy Gateway Area	0	0	553,500	0	553,500	0	0	Jun 19	New Installation	100%
74PP-067	Reclaimed Water Improvements Tracy Gateway Area	\$2,411,600	F350-Tracy Gateway Area	0	0	2,411,600	0	0	0	2,411,600	Dec 20	New Installation	100%
74PP-101	WW Treatment Plant Expansion Phase 4	\$52,100,000	F523-Wastewater Capital F364-TIMP Wastewater	0 0	0 0	4,800,000 47,300,000	0 0	0 0	0 0	4,800,000 47,300,000	Jun 25	Expansion	9% 91%
74PP-117	WW Treatment Plant Expansion Phase 5	\$105,500,000	F364-TIMP Wastewater	0	0	105,500,000	0	0	0	105,500,000	Jun 27	Expansion	100%
74PP-112	Pump Station Upgrade Corral Hollow Rd, near Larch Rd	\$2,500,000	F364-TIMP Wastewater	0	0	2,500,000	0	0	235,000	2,265,000	Dec 18	Expansion	100%
75046	Water Distribution System NE Industrial Area	2,928,605	F351-NE Ind Area Ph 1	2,591,864	641	336,100	336,100	0	0	0	Jun 18	Ph 2 Deferred	100%
75085	Water Distribution System Tracy Gateway Area	\$5,338,002	F350-Tracy Gateway Area	53,572	0	5,284,430	5,284,430	0	0	0	Jun 18	Design Underway	100%
75108	Water Lines - MacArthur Dr, Linne Rd to Valpico Rd	\$1,816,355	F513-Water Capital F325-Utilities-Plan C F352-So MacArthur Area F354-ISP South Area	1,190,083 216,372 409,900 0	0 0 0 0	113,400 -859,950 0 746,550	113,400 -859,950 0 746,550	0 0 0 0	0 0 0 0	0 0 0 0	Dec 18	Work Completed	72% -35% 23% 41%
75118	Construct New Clearwell Water Treatment Plant	\$420,306	F358-Ellis Area F365-TIMP Water Developer Contribution	0 112,272 182,415	0 125,619 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	Jun 18	Design Underway	0% 57% 43%
75120	Water Improvements Tracy Hills Area	\$1,288,444	Developer Contribution	1,288,444	0	0	0	0	0	0	Jun-18	Work Underway	100%
75121	Booster Pump Station Water Treatment Plant	\$2,935,610	Developer Contribution F365-TIMP Water	251,953 -10,638	0 2,694,295	0 0	0 0	0 0	0 0	0 0	Dec 17	Design Underway	9% 91%
75129	Recycled Water Study	\$0	F365-TIMP Water	0	0	0	0	0	0	0	Jun-18	Study	#DIV/0!
75131	Cordes Ranch Water Tanks & Booster Pump	\$0	Developer Contribution	0	0	0	0	0	0	0	Mar-18	New Facility	0%

EXHIBIT C  
 Summary of Expenses and Anticipated Construction Dates  
 for Fiscal Year Ended June 30, 2018  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22						01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded	
							FY18-19	FY19-20	FY20-21	FY21-22			
75137	Conjunctive Groundwater Use Study	\$20,000	F513-Water Capital F352-So MacArthur Area F354-ISP South Area	0 0 0	0 0 0	0 0 20,000	0 0 0	0 0 0	0 0 0	0 0 0	Jun-18 Study	0% 0% 100%	
75159	Water Master Plan	\$439,000	F365-TIMP Water	0	20,767	418,233	0	0	0	0		100%	
75PP-081	Water Storage Reservoir Tracy Gateway Area	\$2,268,000	F350-Tracy Gateway Area	0	0	2,268,000	0	0	0	2,268,000	Jun 20	New Facility 100%	
75PP-082	Water Pump Stations Tracy Gateway Area	\$1,620,000	F350-Tracy Gateway Area	0	0	1,620,000	0	1,620,000	0	0	Jun 19	New Facility 100%	
75PP-083	Emergency Well Tracy Gateway Area	\$2,671,100	F350-Tracy Gateway Area	0	0	2,671,100	0	2,671,100	0	0	Jun 19	New Facility 100%	
75PP-094	Water Master Plan City Wide Update	\$45,000	F350-Tracy Gateway Area	0	0	45,000	0	45,000	0	0	Jun 18	Study 100%	
75PP-109	Plant Expansion Water Treatment Plant	\$44,913,300	F358-Ellis Area F365-TIMP Water	0 0	0 0	6,527,300 38,386,000	0 0	0 0	0 0	6,527,300 38,386,000	Dec 21	Expansion 15% 85%	
76043	Drainage Improvements NE Industrial Area	\$206,346	F351-NE Ind Area Ph 1	187,353	18,993	0	0	0	0	0	Jul-17	Design Underway 100%	
76045	New Detention Basin 2A ISP South, Zone 2	\$5,539,748	F354-ISP South Area F322-Drainage Plan C Developer Contribution	1,006,526 839,222 3,694,000	0 0 0	1,250,760 0 -1,250,760	1,250,760 0 -1,250,760	0 0 0	0 0 0	0 0 0	Apr 19	Reimbursements 41% 15% 44%	
76059	Drainage Improvements South MacArthur, Phase 2	\$174,807	F322-Drainage Plan C F352-So MacArthur Area	0 174,807	0 0	0 0	0 0	0 0	0 0	0 0	Jul-18	Design Underway 0% 100%	
76066	Detention Basin 2B Blue Zone	\$1,335,839	F312-Infill Drainage F322-Drainage Plan C F354-ISP South Area	86,781 0 0	63,058 0 0	567,300 0 618,700	0 0 0	567,300 0 618,700	0 0 0	0 0 0	Dec 18	New Installation 54% 0% 46%	
76069	Construction - West Side Channel North of Edgewood	\$228,200	Developer Contribution	0	0	228,200	0	0	0	0	Jul-18	New Installation 100%	
76086	Storm Drain Master Plan	\$422,400	F362-TIMP Drainage	0	92,150	330,250	0	0	0	0		100%	
76071	Water Lines - Tracy Blvd., 6th St to Mt Diablo to 4th St	\$537,100	Developer Contribution	0	0	537,100	0	0	0	0	Jul-18	New Installation 100%	
76PP-027	Storm Drain - Sterling	\$172,000	F322-Drainage Plan C	0	0	172,000	172,000	0	0	0	Jun 19	Reimbursement 100%	

EXHIBIT C  
 Summary of Expenses and Anticipated Construction Dates  
 for Fiscal Year Ended June 30, 2018  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22							01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded		
							FY18-19	FY19-20	FY20-21	FY21-22				
	Park/Johnson (Yellow Zone)		Developer Contribution	172,000	0	-172,000	-172,000	0	0	0			0%	
76PP-028	Storm Drain	\$181,200	F322-Drainage Plan C	0	0	181,200	0	181,200	0	0	Nov 20	Reimbursement	100%	
	San Marco 42" (Yellow Zone)		Developer Contribution	181,200	0	-181,200	0	-181,200	0	0			0%	
76PP-035	Storm Drains Outfall	\$170,200	F322-Drainage Plan C	0	0	170,200	0	0	0	170,200	Jan 22	Reimbursement	100%	
			Developer Contribution	170,200	0	-170,200	0	0	0	-170,200			0%	
76PP-039	Drainage Improvements S. MacArthur, Phase 3	\$6,500,000	F362-TIMP Drainage	0	0	6,500,000	0	0	0	6,500,000	Jun 21	New Installation	100%	
76PP-048	Drainage Improvements ISP South, Zone 1	\$1,291,500	F312-Infill Drainage	0	0	617,600	617,600	0	0	0	Jun 18	New Installation	48%	
			F354-ISP South Area	0	0	673,900	673,900	0	0	0			52%	
76PP-061	Drainage Conveyance Tracy Gateway	\$689,100	F356-Tracy Gateway Area	0	0	689,100	0	0	0	689,100	Jun 21	New Installation	100%	
76PP-064	Drainage Improvements Pescadero Ave	\$11,056,900	F357-NE Ind Area Ph 2	0	0	11,056,900	0	0	9,619,100	1,437,800	Jun 21	New Installation	100%	
76PP-065	Drainage Improvements - Chrisman Rd, Paradise to Grant Line	\$484,900	F357-NE Ind Area Ph 2	0	0	484,900	0	0	0	484,900	Jun 21	New Installation	100%	
76PP-068	Storm Drains Outfall Rocha and 35	\$870,800	F362-TIMP Drainage	0	0	870,800	0	870,800	0	0	Jun 19	New Installation	100%	
76PP-070	Drainage Improvements Bessie Ave, Eaton to Grant Line Rd	\$3,329,400	F312-Infill Drainage	0	0	3,329,400	0	229,600	3,099,800	0	Jun 20	Upgrade	100%	
76PP-073	Detention Basin 12 - South of Arbor Rd & W of MacArthur Dr	\$394,700	F312-Infill Drainage	0	0	394,700	0	394,700	0	0	Jun 19	New Installation	100%	
76PP-074	Detention Basin Lowell - So of Lowell Ave & W of Lincoln Blvd	\$772,900	F312-Infill Drainage	0	0	772,900	0	525,000	247,900	0	Jun 20	New Installation	100%	
76PP-075	Drainage Improvements Tracy Blvd & 12th Street	\$1,155,100	F312-Infill Drainage	0	0	1,155,100	0	128,400	1,026,700	0	Jun 20	New Installation	100%	
76PP-076	Drainage Improvements Greenbelt Parkway 1	\$11,209,600	F362-TIMP Drainage	0	0	11,209,600	11,209,600	0	0	0	Dec 18	New Installation	100%	
76PP-077	Detention Basin 3-MH Mountain House Watershed	\$2,793,400	F362-TIMP Drainage	0	0	2,793,400	0	0	0	2,793,400	Jun 20	New Installation	100%	



**EXHIBIT C**  
**Summary of Expenses and Anticipated Construction Dates**  
**for Fiscal Year Ended June 30, 2018**  
(Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY		FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS					FY18-19 THROUGH FY21-22							01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments		% Fee Funded	
							FY18-19	FY19-20	FY20-21	FY21-22				
76PP-078	Upgrade Pond 10 Pump Mountain House Watershed	\$300,000	F312-Infill Drainage	0	0	300,000	0	300,000	0	0	Dec 19	Upgrade	100%	
78054	Aquatics Center Ellis Area	\$1,144,665	F324-Gen Fac Plan C	1,144,665	0	0	0	0	0	0	Jan 19	Design Underway	100%	
			F352-So MacArthur Area	0	0	0	0	0	0	0			0%	
			F354-ISP South Area	0	0	0	0	0	0	0			0%	
			F355-Presidio Area	0	0	0	0	0	0	0			0%	
			F361-TIMP Parks	0	0	0	0	0	0	0			0%	
			Developer Contribution	0	0	0	0	0	0	0			0%	
78115	Youth Sports Facilities Legacy Sports Field Site, Ph IA	\$10,737,812	F301-General Projects	8,211,812	0	0	0	0	0	0	Mar-18	In progress	76%	
			F321-Parks Plan C	1,648,000	0	0	0	0	0	0			15%	
			F352-So MacArthur Area	878,000	0	0	0	0	0	0			8%	
78155	Upgrade/Expansion Lolly Hansen Sr Center	\$1,035,279	F366-TIMP Pub Fac	7,666	53,179	824,100	0	0	0	0	Jun 21	Upgrade/ Expansion	85%	
			Measure V	0	115,491	0	0	0	0	0				
			F268-Com Dev Block Gt	0	34,844	0	0	0	0	0				
78088	Library Facility Expansion Unknown Location	\$3,408,800	F311-Infill Parks	0	0	527,000	0	527,000	0	0	Dec 19	Expansion	15%	
			F324-Gen Fac Plan C	0	0	1,260,200	400,000	860,200	0	0			37%	
			F352-So MacArthur Area	0	0	141,000	0	141,000	0	0			4%	
			F354-ISP South Area	0	0	246,500	0	246,500	0	0			7%	
			F355-Presidio Area	0	0	115,700	0	115,700	0	0			3%	
			F358-Ellis Area	0	0	1,118,400	0	1,118,400	0	0			33%	
78093	Park Expansion Tracy Press Park	\$131,500	F345-RSP Prgm Mgmt	0	0	131,500	131,500	0	0	0	Dec 19	Reimbursement	100%	
			Developer Contribution	131,500	0	-131,500	-131,500	0	0	0			0%	
78124	Dog Park Site South Tracy	\$310,000	F301-General Projects	0	0	163,000	0	163,000	0	0	Jun 18	New Facility	53%	
			F361-TIMP Parks	0	0	147,000	0	147,000	0	0			47%	
78PP-018	Park Development El Pescadero Park, Phase II	\$1,225,000	F301-General Projects	0	0	320,000	320,000	0	0	0	Jun 18	Upgrade/ Expansion	26%	
			Developer Contribution	0	0	905,000	905,000	0	0	0			74%	

**EXHIBIT C**  
**Summary of Expenses and Anticipated Construction Dates**  
**for Fiscal Year Ended June 30, 2018**  
(Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22							01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded		
							FY18-19	FY19-20	FY20-21	FY21-22				
78PP-123	Neighborhood Park Location TBD	\$5,186,400	F311-Infill Parks	0	0	5,186,400	0	0	0	5,186,400	Jun 21	New Facility	100%	
78PP-128	Swainson Hawk Mitigation I205 Area, Ph II	\$572,500	F353-I205 Plan Area	0	0	572,500	0	572,500	0	0	Jun 19	New Facility	100%	
78PP-201	Neighborhood Parks Ellis Prgm Area	\$11,729,450	F358-Ellis Area	0	0	11,729,450	0	0	11,729,450	0	Jun 20	New Facility	100%	
78PP-202	Community Park Ellis Prgm Area	\$3,372,010	F358-Ellis Area	0	0	3,372,010	0	0	3,372,010	0	Jun 20	New Facility	100%	
78PP-203	Community Center Ellis Prgm Area	\$1,206,810	F358-Ellis Area	0	0	1,206,810	0	0	1,206,810	0	Jun 20	New Facility	100%	
78PP-204a	South County Park North Tracy	\$1,118,400	F358-Ellis Area	0	0	1,118,400	0	0	1,118,400	0	Jun 18	New Facility	100%	
78PP-207	Community Recreation New Location TBD	\$25,318,000	F301-General Projects F366-TIMP Pub Fac	0 0	0 0	12,040,000 13,278,000	0 0	0 0	0 0	12,040,000 13,278,000	Dec 21	New Facility	48% 52%	
79201	Infill Program Management	\$956,246	F31x-Infill Funds F395-CIP Prgm Deps F391-Prgm Mgmt	433,609 30,371 0	0 0 28,717	463,550 0 0	80,000 0 0	80,000 0 0	80,000 0 0	223,550 0 0	Jun 22	Annual Contingency	94% 3%	
79203	I205 Area Program Management	\$821,977	F353-I205 Plan Area F391-Prgm Mgmt	817,166 0	0 4,811	0 0	0 0	0 0	0 0	0 0	Jun 18	Annual Contingency	99% 1%	
79204	Plan C Program Management	\$5,061,648	F391-Prgm Mgmt	4,601,192	14,396	446,060	100,000	100,000	100,000	146,060	Jun 20	Annual Contingency	100%	
79205	Industrial SP So Program Management	\$1,811,662	Developer Contribution F354-ISP South Area F391-Prgm Mgmt	236,980 580,252 0	0 0 18,530	0 975,900 0	0 75,000 0	0 75,000 0	0 75,000 0	0 750,900 0	Jun 20	Annual Contingency	13% 86%	
79206	NE Industrial Area #1 Program Management	\$2,337,407	F351-NE Ind Area Ph 1 F391-Prgm Mgmt Developer Contribution	2,183,303 0 63,505	0 22,999 0	67,600 0 0	67,600 0 0	0 0 0	0 0 0	0 0 0	Jun 18	Annual Contingency	96% 1% 3%	
79207	So MacArthur Area Program Management	\$344,527	F352-So MacArthur Area F391-Prgm Mgmt	294,722 0	0 3,165	46,640 0	46,640 0	0 0	0 0	0 0	Jun 19	Annual Contingency	99% 1%	
79208	NE Industrial Area #2 Program Management	\$2,207,022	F357-NE Ind Area Ph 2 F391-Prgm Mgmt	587,867 0	0 21,555	1,597,600 0	80,000 0	80,000 0	80,000 0	1,357,600 0	Jun 20	Annual Contingency	99% 1%	

EXHIBIT C  
 Summary of Expenses and Anticipated Construction Dates  
 for Fiscal Year Ended June 30, 2018  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22							01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded		
							FY18-19	FY19-20	FY20-21	FY21-22				
79209	Tracy Gateway Program Management	\$1,452,437	F350-Tracy Gateway Area	198,437	0	1,254,000	100,000	100,000	100,000	954,000	Jun 20	Annual Contingency	100%	
79210	Presidio Area Program Management	\$401,680	F355-Presidio Area	139,599	0	0	0	0	0	0	Jun 18	Annual Contingency	35%	
			F391-Prgm Mgmt	0	2,269	0	0	0	0	0		Contingency	1%	
			Developer Contribution	259,812	0	0	0	0	0	0			65%	
79211	Ellis Area Program Management	\$2,944,113	F358-Ellis Area	84	0	2,938,420	200,000	200,000	200,000	2,338,420	Jun 25	Annual Contingency	100%	
			F391-Prgm Mgmt	0	5,609	0	0	0	0	0		Contingency	0%	
79212	Infrastructure Master Plan Area Program Management	\$1,055,139	F391-Prgm Mgmt	122,291	131,941	800,000	200,000	200,000	200,000	200,000	Jun 35	Annual Contingency	100%	
			F367-TIMP Pub Safety	907	0									
79313	Development Reviews FY13 Projects	\$10,809	Developer Contribution	10,809	0	0	0	0	0	0	Ongoing	New Developments	100%	
79314	Development Reviews FY14 Projects	\$197,766	Developer Contribution	197,766	0	0	0	0	0	0	Ongoing	New Developments	100%	
79315	Development Reviews FY15 Projects	\$1,717,056	Developer Contribution	1,717,056	0	0	0	0	0	0	Ongoing	New Developments	100%	
79316	Development Reviews FY16 Projects	\$11,815	Developer Contribution	11,815	0	0	0	0	0	0	Ongoing	New Developments	100%	
79364b	Downtown Brew Pub/Property Acquisition	\$271,745	F345-RSP Prgm Mgmt	106,442	165,303	0	0	0	0	0	Jun 16	Work Underway	100%	
79366	Retail Incentives - Office/Industrial	\$28,308	F345-RSP Prgm Mgmt	24,750	3,558	0	0	0	0	0	Jun-18	Work Underway	100%	
79367	Property Acquisition West Schulte & Lammers Area	\$268,615	F345-RSP Prgm Mgmt	268,615	0	0	0	0	0	0	Jun-18	Work Underway	100%	
79368	Hi-Tech Incentive Pilot Prgm	\$7,500	F345-RSP Prgm Mgmt	7,500	0	0	0	0	0	0	Jun-18	Work Underway	100%	
79369	Facade Improvements Grant Program	35,983	F268-Com Dev Block Gt	14,774	0	0	0	0	0	0	Jun-18		41%	
			F345-RSP Prgm Mgmt	21,209	0	0	0	0	0	0			59%	
79371	Housing Element Updated FY15	53,544	F101-General	46,542	0	0	0	0	0	0	Jun-18	Work Underway	87%	
			F345-RSP Prgm Mgmt	3,428	3,575								13%	
79372	Economic Development Fund	\$0	F345-RSP Prgm Mgmt	0	0	0	0	0	0	0	Jun-18		#DIV/0!	

EXHIBIT C  
 Summary of Expenses and Anticipated Construction Dates  
 for Fiscal Year Ended June 30, 2018  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22							01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded		
							FY18-19	FY19-20	FY20-21	FY21-22				
79PP-001b	Development Reviews Future Years	\$4,000,000	Developer Contribution	0	0	4,000,000	1,000,000	1,000,000	1,000,000	1,000,000	Jun-22	New Developments	100%	
79912	Wastewater CIP Reimbursements	\$1,082,272	F353-I205 Plan Area F523-Wastewater Capital F351-NE Ind Area Ph 1 F350-Tracy Gateway Area	2,586,272 -2,004,000 500,000 0	0 0 0 0	1,100,000 -5,441,600 3,602,800 738,800	1,100,000 -3,838,800 2,000,000 738,800	0 -1,602,800 1,602,800 0	0 0 0 0	0 0 0 0	Jun 19	Reimbursements	35% 56% 9%	
79913	Water CIP Reimbursements	\$0	F353-I205 Plan Area F513-Water Capital F325-Utilities-Plan C F351-NE Ind Area Ph 1 F354-ISP South Area	0 -670,700 0 670,700 0	0 0 0 0 0	0 -1,720,200 -774,200 1,720,200 774,200	0 -1,720,200 0 1,720,200 0	0 0 -774,200 0 774,200	0 0 0 0 0	0 0 0 0 0	Jun 19	Reimbursements	21% 54% 25%	
79914	Drainage CIP Reimbursements	\$0	F345-RSP Prgm Mgmt F353-I205 Plan Area	0 0	0 0	-1,590,600 1,590,600	-795,300 795,300	-795,300 795,300	0 0	0 0	Jun 19	Reimbursements	100%	
<b>TOTAL</b>		<b>\$1,031,664,241</b>		<b>73,758,892</b>	<b>17,757,060</b>	<b>940,148,289</b>	<b>\$219,775,306</b>	<b>\$36,122,000</b>	<b>\$149,501,420</b>	<b>\$527,357,000</b>				
<sup>1</sup> Project totals as of June 30, 2017 CIP Budget.														
<sup>2</sup> Expenditures are within the amount appropriated by City Council.														

EXHIBIT C  
 Summary of Expenses and Anticipated Construction Dates  
 for Fiscal Year Ended June 30, 2018  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22						01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded	
							FY18-19	FY19-20	FY20-21	FY21-22			
<b>Summary of Expenditures - All Funds</b>						<b>Summary of Expenditures - Fee Funded Sources</b>							
<b>FY17-18 Expenditures</b>						<b>FY17-18 Expenditures</b>							
				F101-General	\$0		F312-Infill Drainage		\$63,058				
				F242-Prop K Tr Sales Tx	\$27,331		F313-Infill Arterials		\$1,050,907				
				F245-Gas Tax-Sec 2106	\$133,037		F314-Infill Buildings		\$0				
				F268-Com Dev Block Gt	\$34,844		F31x-Infill Funds		\$0				
				F301-General Projects	\$204,670		F323-Arterials Plan C		\$655				
				F312-Infill Drainage	\$63,058		F324-Gen Fac Plan C		\$0				
				F313-Infill Arterials	\$1,050,907		F325-Utilities-Plan C		\$0				
				F31x-Infill Funds	\$0		F345-RSP Arterials		\$0				
				F314-Infill Buildings	\$0		F345-RSP Prgm Mgmt		\$172,435				
				F323-Arterials Plan C	\$655		F351-NE Ind Area Ph 1		\$19,634				
				F324-Gen Fac Plan C	\$0		F352-So MacArthur Area		\$157,674				
				F325-Utilities-Plan C	\$0		F353-I205 Plan Area		\$1,065,956				
				F345-RSP Arterials	\$0		F354-ISP South Area		\$1,610,126				
				F345-RSP Prgm Mgmt	\$172,435		F355-Presidio Area		\$0				
				F351-NE Ind Area Ph 1	\$19,634		F356-Tracy Gateway Area		\$1,698,116				
				F352-So MacArthur Area	\$157,674		F357-NE Ind Area Ph 2		\$240,935				
				F353-I205 Plan Area	\$1,065,956		F358-Ellis Area		\$33,434				
				F354-ISP South Area	\$1,610,126		F362-TIMP Parks		\$0				
				F355-Presidio Area	\$0		F362-TIMP Drainage		\$92,150				
				F356-Tracy Gateway Area	\$1,698,116		F363-TIMP Traffic		\$3,681,241				
				F357-NE Ind Area Ph 2	\$240,935		F364-TIMP Wastewater		\$2,108,810				
				F358-Ellis Area	\$33,434		F365-TIMP Water		\$2,840,680				
				F361-TIMP Parks	\$0		F366-TIMP Pub Fac		\$53,179				
				F362-TIMP Drainage	\$92,150		F367-TIMP Pub Safety		\$0				
				F363-TIMP Traffic	\$3,681,241		F391-Prgm Mgmt		\$253,991				
				F364-TIMP Wastewater	\$2,108,810		F395-CIP Prgm Deps		\$0				
				F365-TIMP Water	\$2,840,680		Developer Contribution		\$0				
				F366-TIMP Pub Fac	\$53,179		<b>Total - Fee Funded Sources</b>		<b>\$15,142,981</b>				
				F367-TIMP Pub Safety	\$0								

EXHIBIT C  
 Summary of Expenses and Anticipated Construction Dates  
 for Fiscal Year Ended June 30, 2018  
 (Government Code §66006(b)(1)(C) and (D).)

CITY OF TRACY			FEE FUNDED CAPITAL IMPROVEMENT PROJECT LISTINGS				FY18-19 THROUGH FY21-22						01-JUL-18
Project #	Project Title	Project \$ Total <sup>1</sup>	Funding Sources	Prior Years Expenditures	FY17-18 Expenditures <sup>2</sup>	Total	Adopted Capital Budget				Anticipated Completion & Comments	% Fee Funded	
							FY18-19	FY19-20	FY20-21	FY21-22			
					F391-Prgm Mgmt	\$253,991	<b>Summary of Expenditures - FY17-18 Other Sources</b>						
					F395-CIP Prgm Deps	\$0	F101-General		\$0				
					F513-Water Capital	\$50,000	F242-Prop K Tr Sales Tx		\$27,331				
					F523-Wastewater Capital	\$2,048,707	F245-Gas Tax-Sec 2106		\$133,037				
					F808-Reg Transp Impact	\$0	F268-Com Dev Block Gt		\$34,844				
					Developer Contribution	\$0	F301-General Projects		\$204,670				
					Federal TEA Grant	\$0	F513-Water Capital		\$50,000				
					Grant Funding	\$0	F523-Wastewater Capital		\$2,048,707				
				<sup>3</sup>	<b>Total - All Funding Sources</b>	<b>\$17,641,569</b>	F808-Reg Transp Impact		\$0				
							Federal TEA Grant		\$0				
							Grant Funding		\$0				
							<b>Total - Other Sources</b>		<b>\$2,498,588</b>				
							<b>Total - All Funding Sources</b>		<b>\$17,641,569</b>				
	<sup>3</sup> Exhibit A and C will not match due to pass through of County CFF Funds and any operational charges to any of these programs.												

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**INFILL AREA, PARK FEE- FUND 311**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Infill April 2012 Update Finance and Implementation Plan and dated April 3, 2012, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INFILL AREA, STORM DRAINAGE FEE - FUND 312**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Infill April 2012 Update Finance and Implementation Plan and dated April 3, 2012, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INFILL AREA, ARTERIALS FEE - FUND 313**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Infill April 2012 Update Finance and Implementation Plan and dated April 3, 2012, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INFILL AREA, PUBLIC BUILDINGS AND EQUIPMENT FEE - FUND 314**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Infill April 2012 Update Finance and Implementation Plan and dated April 3, 2012, (2) in the latest Public Safety Development Impact Fee Update adopted on September 16, 2014 by Resolution 2014-158 and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INFILL AREA, DOWNTOWN IMPROVEMENTS PARKING FEE - FUND 316**

In conjunction with the adoption of Tracy Municipal Code chapter 6.20 regarding the Downtown Incentive Program, and TMC section 10.08.3470(d)(3), regarding off-street parking requirements within the Downtown Incentive Area, development impact fees were established to offset a portion of the City's costs in upgrading parking and streetscape improvements in the Downtown Incentive Area. To spur revitalization of the Downtown, the Downtown Improvements Parking Fee has been updated to \$0 and adopted on October 6, 2015 and ending October 6, 2020 with a check-in point with City Council at 3 years, by Resolution 2015-168.

**INFILL AREA, WATER FEE - FUND 317**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Infill April 2012 Update Finance and Implementation Plan and dated April 3, 2012, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INFILL AREA, WASTEWATER FEE - FUND 318**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Infill April 2012 Update Finance and Implementation Plan and dated April 3, 2012, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INFILL AREA, PROGRAM MANAGEMENT FEE - FUND 315**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Infill April 2012 Update Finance and Implementation Plan and dated April 3, 2012, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**PLAN C AREA, PARKS FEE - FUND 321**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Plan C June 2007 Update Finance and Implementation Plan and dated June 19, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PLAN C AREA, STORM DRAINAGE FEE - FUND 322**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Plan C June 2007 Update Finance and Implementation Plan and dated June 19, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PLAN C AREA, ARTERIALS FEE - FUND 323**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Plan C June 2007 Update Finance and Implementation Plan and dated June 19, 2007, and (2) in the latest Roadway Development Impact Fee Update adopted on May 6, 2014 and adopted by Resolution 2014-070, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PLAN C AREA, GENERAL FACILITIES FEE - FUND 324**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Plan C June 2007 Update Finance and Implementation Plan and dated June 19, 2007, (2) in the latest Public Safety Development Impact Fee Update adopted on September 16, 2014 by Resolution 2014-158, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PLAN C AREA, UTILITIES FEE - FUND 325**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Plan C June 2007 Update Finance and Implementation Plan and dated June 19, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PLAN C AREA, PROGRAM MANAGEMENT FEE - FUND 391**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Plan C June 2007 Update Finance and Implementation Plan and dated June 19, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.



**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**RESIDENTIAL SPECIFIC PLAN AREA, PARKS FEE - FUND 341**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Residential Specific Plan (RSP) 2003 Update Finance and Implementation Plan and dated July 15, 2003, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**RESIDENTIAL SPECIFIC PLAN AREA, STORM DRAINAGE FEE - FUND 342**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Residential Specific Plan (RSP) 2003 Update Finance and Implementation Plan and dated July 15, 2003, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**RESIDENTIAL SPECIFIC PLAN AREA, ARTERIALS FEE - FUND 343**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Residential Specific Plan (RSP) 2003 Update Finance and Implementation Plan and dated July 15, 2003, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**RESIDENTIAL SPECIFIC PLAN AREA, PUBLIC BUILDINGS FEE - FUND 344**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Residential Specific Plan (RSP) 2003 Update Finance and Implementation Plan and dated July 15, 2003, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**RESIDENTIAL SPECIFIC PLAN AREA, PROGRAM MANAGEMENT FEE - FUND 345**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Residential Specific Plan (RSP) 2003 Update Finance and Implementation Plan and dated July 15, 2003, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**NORTHEAST INDUSTRIAL AREA, PHASE 1, ARTERIALS FEE - FUND 351**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 1 Update Finance and Implementation Plan and dated April, 15 2008, (2) the latest Roadway Development Impact Fee Update adopted on May 1, 2012 by Resolution 2012-077, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**NORTHEAST INDUSTRIAL AREA, PHASE 1, STORM DRAINAGE FEE - FUND 351**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 1 Update Finance and Implementation Plan and dated April 15, 2008, (2) the latest Storm Drainage Development Impact Fee Update adopted on May 1, 2012 by Resolution 2012-077, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan FY 2017-19, which is incorporated here by reference.

**NORTHEAST INDUSTRIAL AREA, PHASE 1, WATER FEE - FUND 351**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 1 Update Finance and Implementation Plan and dated April 15, 2008, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**NORTHEAST INDUSTRIAL AREA, PHASE 1, WASTEWATER FEE - FUND 351**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 1 Update Finance and Implementation Plan and dated April 15, 2008, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**NORTHEAST INDUSTRIAL AREA, PHASE 1, PUBLIC BUILDINGS FEE - FUND 351**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 1 Update Finance and Implementation Plan and dated April 15, 2008, (2) in the latest Public Safety Development Impact Fee Update adopted on September 16, 2014 by Resolution 2014-158, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**NORTHEAST INDUSTRIAL AREA, PHASE 1, PROGRAM MANAGEMENT FEE - FUND 351**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 1 Update Finance and Implementation Plan and dated April 15, 2008, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**SOUTH MACARTHUR PLAN AREA, ARTERIALS FEE - FUND 352**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called South MacArthur Plan Area Finance and Implementation Plan 2005 Update and dated September 20, 2005, and (2) in the latest Roadway Development Impact Fee update adopted on December 6, 2011 by Resolution 2011-227, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**SOUTH MACARTHUR PLAN AREA, STORM DRAINAGE FEE - FUND 352**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called South MacArthur Plan Area Finance and Implementation Plan 2005 Update and dated September 20, 2005, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**SOUTH MACARTHUR PLAN AREA, PARKS FEE - FUND 352**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called South MacArthur Plan Area Finance and Implementation Plan 2005 Update and dated September 20, 2005, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**SOUTH MACARTHUR PLAN AREA, WATER FEE - FUND 352**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called South MacArthur Plan Area Finance and Implementation Plan 2005 Update and dated September 20, 2005, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**SOUTH MACARTHUR PLAN AREA, WASTEWATER FEE - FUND 352**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called South MacArthur Plan Area Finance and Implementation Plan 2005 Update and dated September 20, 2005, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**SOUTH MACARTHUR PLAN AREA, PUBLIC BUILDINGS AND SERVICES FEE - FUND 352**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called South MacArthur Plan Area Finance and Implementation Plan 2005 Update and dated September 20, 2005, (2) in the latest Public Safety Development Impact Fee Update adopted on September 16, 2014 by Resolution 2014-158, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**INDUSTRIAL SPECIFIC PLAN SOUTH AREA, ARTERIALS FEE - FUND 354**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Updated ISP South Finance and Implementation Plan and dated March 17, 2009, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INDUSTRIAL SPECIFIC PLAN SOUTH AREA, STORM DRAINAGE FEE - FUND 354**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Updated ISP South Finance and Implementation Plan and dated March 17, 2009, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INDUSTRIAL SPECIFIC PLAN SOUTH AREA, PARKS FEE - FUND 354**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Updated ISP South Finance and Implementation Plan and dated March 17, 2009, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INDUSTRIAL SPECIFIC PLAN SOUTH AREA, PUBLIC BUILDINGS FEE - FUND 354**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Updated ISP South Finance and Implementation Plan and dated March 17, 2009, and (2) in the latest Public Safety Development Impact Fee Update adopted on September 16, 2014 by Resolution 2014-158, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INDUSTRIAL SPECIFIC PLAN SOUTH AREA, WATER FEE - FUND 354**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Updated ISP South Finance and Implementation Plan and dated March 17, 2009, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INDUSTRIAL SPECIFIC PLAN SOUTH AREA, WASTEWATER FEE - FUND 354**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Updated ISP South Finance and Implementation Plan and dated March 17, 2009, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**INDUSTRIAL SPECIFIC PLAN SOUTH AREA, PROGRAM MANAGEMENT FEE - FUND 354**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Updated ISP South Finance and Implementation Plan and dated March 17, 2009, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**PRESIDIO AREA, ARTERIALS FEE - FUND 355**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Presidio Planning Area Finance and Implementation Plan and dated June 30, 2000, and (2) the latest Roadway Development Impact Fee Update adopted on October 2, 2001 by Resolution 2001-351, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PRESIDIO AREA, ARTERIALS - REGIONAL FEE - FUND 355**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Presidio Planning Area Finance and Implementation Plan and dated June 30, 2000, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PRESIDIO AREA, STORM DRAINAGE FEE - FUND 355**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Presidio Planning Area Finance and Implementation Plan and dated June 30, 2000, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PRESIDIO AREA, PUBLIC BUILDINGS FEE - FUND 355**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Presidio Planning Area Finance and Implementation Plan and dated June 30, 2000, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PRESIDIO AREA, WATER FEE - FUND 355**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Presidio Planning Area Finance and Implementation Plan and dated June 30, 2000, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PRESIDIO AREA, WASTEWATER FEE - FUND 355**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Presidio Planning Area Finance and Implementation Plan and dated June 30, 2000, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**PRESIDIO AREA, PROGRAM MANAGEMENT FEE - FUND 355**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Presidio Planning Area Finance and Implementation Plan and dated June 30, 2000, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**TRACY GATEWAY AREA, ARTERIALS FEE - FUND 356**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Tracy Gateway Project Infrastructure Cost Obligations and Phase 1 Finance and Implementation Plan Update and dated July 17, 2007, and (2) in the latest Roadway Development Impact Fee Update adopted on December 6, 2011 by Resolution 2011-227, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**TRACY GATEWAY AREA, STORM DRAINAGE FEE - FUND 356**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Tracy Gateway Project Infrastructure Cost Obligations and Phase 1 Finance and Implementation Plan Update and dated July 17, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**TRACY GATEWAY AREA, PUBLIC BUILDINGS FEE - FUND 356**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Tracy Gateway Project Infrastructure Cost Obligations and Phase 1 Finance and Implementation Plan Update and dated July 17, 2007, (2) in the latest Public Safety Development Impact Fee Update adopted on September 16, 2014 by Resolution 2014-158, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**TRACY GATEWAY AREA, WATER FEE - FUND 356**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Tracy Gateway Project Infrastructure Cost Obligations and Phase 1 Finance and Implementation Plan Update and dated July 17, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**TRACY GATEWAY AREA, WASTEWATER FEE - FUND 356**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Tracy Gateway Project Infrastructure Cost Obligations and Phase 1 Finance and Implementation Plan Update and dated July 17, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan FY 2017-19, which is incorporated here by reference.

**TRACY GATEWAY AREA, PROGRAM MANAGEMENT FEE - FUND 356**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Tracy Gateway Project Infrastructure Cost Obligations and Phase 1 Finance and Implementation Plan Update and dated July 17, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**NORTHEAST INDUSTRIAL AREA, PHASE 2, ARTERIALS FEE - FUND 357**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 2 Finance and Implementation Plan and dated January 15, 2008, (2) in the arterial fees adopted on May 1, 2012, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**NORTHEAST INDUSTRIAL AREA, PHASE 2, STORM DRAINAGE FEE - FUND 357**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 2 Finance and Implementation Plan and dated January 15, 2008, and (2) in the latest Storm Drainage Development Impact Fee Update adopted on May 1, 2012 by Resolution 2012-077, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**NORTHEAST INDUSTRIAL AREA, PHASE 2, WATER FEE - FUND 357**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 2 Finance and Implementation Plan and dated January 15, 2008, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**NORTHEAST INDUSTRIAL AREA, PHASE 2, WASTEWATER FEE - FUND 357**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 2 Finance and Implementation Plan and dated January 15, 2008, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**NORTHEAST INDUSTRIAL AREA, PHASE 2, PUBLIC BUILDINGS FEE - FUND 357**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 2 Finance and Implementation Plan and dated January 15, 2008, and (2) in the latest Public Safety Development Impact Fee Update adopted on September 16, 2014 by Resolution 2014-158, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**NORTHEAST INDUSTRIAL AREA, PHASE 2, PROGRAM MANAGEMENT FEE - FUND 357**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Northeast Industrial Area - Phase 2 Finance and Implementation Plan and dated January 15, 2008, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**I-205 CORRIDOR AREA, ARTERIALS FEE - FUND 353**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest Cost Allocation Distribution Spreadsheet, called I-205 Corridor Specific Plan Spreadsheet #47 and dated June 19, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**I-205 CORRIDOR AREA, STORM DRAINAGE FEE - FUND 353**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest Cost Allocation Distribution Spreadsheet, called I-205 Corridor Specific Plan Spreadsheet #47 and dated June 19, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**I-205 CORRIDOR AREA, PARKS FEE - FUND 353**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest Cost Allocation Distribution Spreadsheet, called I-205 Corridor Specific Plan Spreadsheet #47 and dated June 19, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**I-205 CORRIDOR AREA, PUBLIC BUILDINGS FEE - FUND 353**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest Cost Allocation Distribution Spreadsheet, called I-205 Corridor Specific Plan Spreadsheet #47 and dated June 19, 2007, (2) in the latest Public Safety Development Impact Fee Update adopted on September 16, 2014 by Resolution 2014-158, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**I-205 CORRIDOR AREA, WATER FEE - FUND 353**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest Cost Allocation Distribution Spreadsheet, called I-205 Corridor Specific Plan Spreadsheet #47 and dated June 19, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**I-205 CORRIDOR AREA, SEWER TREATMENT FEE - FUND 353**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest Cost Allocation Distribution Spreadsheet, called I-205 Corridor Specific Plan Spreadsheet #47 and dated June 19, 2007, and (2) in the extrapolation of the City's most recent Capital Improvement Plan, which is incorporated here by reference.

**I-205 CORRIDOR AREA, PROGRAM MANAGEMENT FEE - FUND 353**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest Cost Allocation Distribution Spreadsheet, called I-205 Corridor Specific Plan Spreadsheet #47 and dated June 19, 2007, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.



**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**HABITAT MITIGATION FEES - FUND 391**

The purpose of the fee is to mitigate the cumulative impacts to threatened, endangered, rare, and unlisted SJMSCP covered species and other wildlife and other impacts to recreation, agriculture, scenic values, and other beneficial open space uses of new development on undeveloped lands. The relationship between the fee and the purpose for which the fee is imposed is set forth in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan prepared by San Joaquin Council of Governments (SJCOG) on July 25, 2001 and updated in 2011 and 2016 . The fees are updated annually. The fees collected are remitted to SJCOG pursuant to the Plan.

**AGRICULTURAL MITIGATION FEES - FUND 207**

The purpose of the fee is to mitigate the loss of productive agricultural lands converted for urban uses within the City by permanently protecting agricultural lands planned for agricultural use and by working with farmers who voluntarily wish to sell or restrict their land in exchange for fair compensation. The relationship between the fee and the purpose is set forth in Tracy Municipal Code Chapter 13.28 and in the South San Joaquin County Farmland Conversion Fee Nexus Study, dated July 18, 2005 and prepared by ESA, including any amendments to it. The fees are updated annually. Pursuant to Tracy Municipal Code section 13.28.080(b) and an agreement entered into, the monies in the fund are forwarded to the Central Valley Farmland Trust, Inc., a California non-profit public benefit corporation, a qualified entry under Chapter 13.28.

**COUNTY FACILITIES FEE - FUND 391**

The purpose of the fee is to finance the construction of region-serving capital facilities located throughout San Joaquin County to reduce the impacts caused by future development in San Joaquin County. The funds derived from County Facilities Fees will be used to finance the facilities identified in the San Joaquin Countywide Capital Facilities Fees Nexus Report dated October 12, 2017 and prepared by Economic & Planning Systems, Inc. Pursuant to Tracy Municipal Code Chapter 13.24.020(b) and an agreement entered into, the monies in the fund are remitted to the County of San Joaquin, who is responsible for administering the fee funds and constructing the capital facilities.

**REGIONAL TRANSPORTATION IMPACT FEE - FUND 808**

The purpose of the fee is to finance the construction of transportation and transit improvements that help mitigate impacts to the San Joaquin County regional transportation network. Pursuant to Tracy Municipal Code Chapter 13.32.020(b)(2), the fees collected shall be used to finance Regional Transportation Impact Fee capital projects identified in the San Joaquin County Regional Transportation Impact Fee Technical Report dated October 2015 and adopted in April 2015, prepared by the San Joaquin Council of Governments (SJCOG). The fees are updated annually. The monies in the fund are remitted to SJCOG, who has the responsibility as the region's designated Metropolitan Planning Organization and through its powers as specified in its joint powers agreement to maintain and improve the Regional Transportation Network, as per the Regional Transportation Impact Fee Operating Agreement, dated October 27, 2005.

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**ELLIS PROGRAM AREA PARKS AND RECREATION FEE - FUND 358**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Ellis Program Area Finance and Implementation Plan and dated August 20, 2013, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan FY 2017-19, which is incorporated here by reference.

**ELLIS PROGRAM AREA STORM DRAINAGE FEE - FUND 358**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Ellis Program Area Finance and Implementation Plan and dated August 20, 2013, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**ELLIS PROGRAM AREA TRAFFIC FEE - FUND 358**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Ellis Program Area Finance and Implementation Plan and dated August 20, 2013, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**ELLIS PROGRAM AREA PUBLIC BUILDINGS FEE - FUND 358**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Ellis Program Area Finance and Implementation Plan and dated August 20, 2013, and (2) in the latest Public Safety Development Fee Update on September 16, 2014 by Resolution 2014-158, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**ELLIS PROGRAM AREA WATER SUPPLY, TREATMENT, STORAGE AND DISTRIBUTION FEE - FUND 358**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Ellis Program Area Finance and Implementation Plan and dated August 20, 2013, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**ELLIS PROGRAM AREA WASTEWATER TREATMENT AND CONVEYANCE FEE - FUND 358**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Ellis Program Area Finance and Implementation Plan and dated August 20, 2013, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**ELLIS PROGRAM AREA RECYCLED WATER FEE - FUND 358**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Ellis Program Area Finance and Implementation Plan and dated August 20, 2013, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**ELLIS PROGRAM AREA PROGRAM MANAGEMENT FEE - FUND 358**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the latest financing and implementation plan (FIP), called Ellis Program Area Finance and Implementation Plan and dated August 20, 2013, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**EXHIBIT D**  
**Report of Findings for Development Fee Funds**  
**Collected for the Fiscal Year Ended June 30, 2017**  
(Government Code §66001(d).)

**CITYWIDE MASTER PLAN PARKS FEE - FUND 361**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the Parks AB1600 Development Impact Fee Technical Memo dated May 2013 and adopted on January 7, 2015, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**CITYWIDE MASTER PLAN STORM DRAINAGE FEE - FUND 362**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the Citywide Storm Drainage Master Plan Impact Fee Analysis dated November 2013 and adopted on January 7, 2015, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**CITYWIDE MASTER PLAN TRANSPORTATION FEE - FUND 363**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the Citywide Roadway and Transportation Master Plan Traffic Impact Fee Analysis dated November 2013 and adopted on January 7, 2014, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**CITYWIDE MASTER PLAN PUBLIC SAFETY FACILITIES FEE - FUND 367**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the Public Safety AB1600 Development impact Fee Technical Memo dated May 2013 and adopted on January 7, 2014, (2) in the latest Public Safety Development Fee Update on September 16, 2014 by Resolution 2014-158, and (3) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**CITYWIDE MASTER PLAN PUBLIC FACILITIES FEE - FUND 366**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the Public Facilities AB1600 Development impact Fee Technical Memo dated May 2013 and adopted on January 7, 2014, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**CITYWIDE MASTER PLAN WATER SUPPLY, TREATMENT, STORAGE AND DISTRIBUTION - FUND 365**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the Citywide Water System Master Plan - Tier 1 Development Impact Fee Analysis For the Backbone Buildout Potable and Recycled Water System dated August 28, 2013 and adopted on January 7, 2014, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**CITYWIDE MASTER PLAN WASTEWATER TREATMENT AND CONVEYANCE - FUND 364**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the Tracy Wastewater Conveyance and Treatment Development Impact Fee Study dated January 2013 and adopted on January 7, 2014, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**CITYWIDE MASTER PLAN RECYCLED WATER - FUND 365**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the Citywide Water System Master Plan - Tier 1 Development Impact Fee Analysis For the Backbone Buildout Potable and Recycled Water System dated August 28, 2013 and adopted on January 7, 2014, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

**CITYWIDE MASTER PLAN PROGRAM MANAGEMENT - FUND 391**

The purpose of the fee, relationship between the fee and the purpose, the sources of anticipated funding and the approximate dates on which funding is expected are set forth (1) in the various AB1600 fee studies adopted on January 7, 2014, and (2) in the extrapolation of the City's most recent adopted Capital Improvement Plan, which is incorporated here by reference.

RESOLUTION 2018-\_\_\_\_\_

APPROVING THE 2018 ANNUAL REPORT ON DEVELOPMENT IMPACT FEE REVENUES, EXPENDITURES AND FINDINGS REGARDING UNEXPENDED FUNDS FOR FISCAL YEAR 2017-2018 IN ACCORDANCE WITH AB 1600

WHEREAS, The Mitigation Fee Act, enacted by Assembly Bill 1600 (AB 1600) in 1987 and codified as Government Code sections 66000-66006, imposes requirements for the collection and expenditure of development impact fees, and

WHEREAS, Pursuant to Government Code section 66006(b), the City of Tracy must issue an annual report relating to the development impact fees it imposes, and

WHEREAS, Pursuant to Government Code section 66001(d), the City must make certain findings, at least every five years with respect to that portion of each development fee account remaining unexpended, and

WHEREAS, Pursuant to Government Code section 66006(b)(2), notice of the City Council meeting at which this report was considered was mailed at least 15 days before the meeting to interested parties who requested notice;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby resolves, declares, determines, and orders as follows:

1. Annual Report of Development Impact Fees. The City Council approves the attached annual report of development impact fee revenues and expenditures for the fiscal year ending June 30, 2018, as set forth in Exhibits A, B and C.
2. Findings. The City Council here adopts the findings contained in the attached report of findings for the fiscal year ending June 30, 2018, as set forth in Exhibit D.

\* \* \* \* \*

The foregoing Resolution 2018-\_\_\_\_\_ was adopted by the Tracy City Council on the 18<sup>th</sup> day of December, 2018, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

AGENDA ITEM 1.H

REQUEST

**APPROVE AN APPROPRIATION OF \$744,000 FROM TRACY INFRASTRUCTURE MASTER PLANS (TIMP) – PUBLIC FACILITIES FUND 366 TO THE PUBLIC WORKS YARD RENOVATION PHASE 2 PROJECT, CIP 71091 AND APPROVE A CONTINGENCY AMOUNT FOR THE PROJECT**

EXECUTIVE SUMMARY

City staff requests that City Council authorize an appropriation from TIMP – Public Facilities Fund 366 of \$744,000 to increase funding for additional contingency to address unforeseen conditions discovered during construction of the Public Works Yard Renovation Phase 2 Project, CIP 71091.

DISCUSSION

On June 19, 2018, City Council awarded a Construction contract to Haggerty Construction, of Stockton, California, in the amount of \$1,385,000 for the Public Works Yard Renovation Phase 2 Project, CIP 71091 (Building B).

The Public Works Yard Renovation Phase 2 Project, CIP 71091, is an approved Capital Improvement Project. The project scope included renovation of the 50 year old Public Works Yard Building B for streets/sidewalks and water/sewer crews for use over the next 25 years and beyond. New facilities will include showers, changing rooms, locker rooms, restrooms, supervisor's offices, and crew workrooms. Project plans and specifications were prepared by IBI Group of San Jose, California. The consultant did come out to the site and measured the existing structure, but was unable to perform destructive inspection to confirm structural items discovered during demolition while the structure was in use.

The project is currently under construction. A significant number of structural items were discovered during the demolition phase of work. Extensive water damage was found that was hidden until demolition began. Although the roof appeared to be in sound condition, a lack of underlayment between the existing roofing and the base plywood lead to rot in the plywood roof structure. Additionally, the shape of the existing roof had no eaves to prevent water from running off the roof and weep into the wall framing. These two conditions contributed to mold and dry rot, which were found throughout the structure, with the eastern most wall sustaining the least amount of damage. Undersized framing members were discovered along a portion of the north wall in the northwest corner of the structure and improper anchoring of wall framing was found in a portion of the south wall near the southeast corner. Several roof trusses were found to be failing throughout the structure. Inspection, Maintenance, and Project Management staff along with the Architect met and performed a walk-thru when the interior demolition concluded. To correct these items fully, the north wall and the south wall needed multiple repairs, approximately 20 percent of the roof trusses needed to be

repaired or replaced due to the damage, and the roof will need to be removed to apply underlayment and reinstalled.

Due to the significant number of items requiring repair, staff obtained two estimates: the first option is to demolish the structure, keeping the minimum required to qualify for renovation code requirements, and the second option is to patch the existing structure with most of the structure in place.

The replacement of the roof underlayment is required regardless of the option chosen. The roof exterior was found to be in good condition, however its removal is required to perform the repairs. Due to new wall and window layouts, the framing on the north and south walls require considerable replacement with the renovation. Given the extent of the renovations planned and addressing the unplanned damage, the cost of adding replacement of the undersized and water damaged wall sections on the remaining sections will cost more than the full replacement of these walls.

Due to the extent of the roof repairs and the need to address the repair/replacement of 20 percent of the trusses, the opportunity to prevent future water damage can be addressed by replacing all of the trusses with ones that allow the construction of eaves to divert water for the lifespan of the building.

The estimate to replace 3 walls and the roof with new trusses is approximately \$676,000 (\$744,000 with an approximate 10% contingency) and addresses the design flaw of the old roof's drainage and is less expensive to implement with new materials which enables the lower contingency. The estimate to repair the existing structure with patch repairs is approximately \$735,000 (\$845,250 with 15% contingency) which may not have the same design life as option 1. Staff recommends additional contingency for supplementary structural analysis of the structure for added roof loading and for termite prevention measures.

The revised schedule for completion of construction depends on which option is chosen. Option #1 to remodel the existing is expected to take an additional 46 calendar days. Option #2 to demolish and replace is expected to take an additional 84 calendar days.

Option #1, to demolish and replace has a smaller impact to the operations of Public Works staff and provides a longer extend design life of the structure. Currently staff is utilizing temporary facilities and have had to suspend the performance of certain operations during the renovation.

To implement either option requires the expenditure of funds beyond the available construction contingency hence the request for the change order construction costs plus its contingency.

The City staff in conjunction with the design architect has also reviewed the contractor's proposal and have reached to conclusion that it will be in the best interest of the City to proceed with Option #1.

Tracy Municipal Code 2.20.090(b) authorizes the City Manager to approve change orders up to the amount approved by City Council. Council approved a contingency

amount of \$207,750 when the construction contract was awarded to Haggerty Construction. Staff recommends that Council approve an additional \$744,000 in contingency for this Project. If approved, the City Manager would be authorized to execute change orders for this Project up to the additional contingency amount.

#### STRATEGIC PLAN

This agenda item supports Goal 4, Objective 4 of the Quality of Life Strategy, specifically: to Engage in Efforts to Enhance Community Aesthetics by enhancing the appearance of City Landmarks.

#### FISCAL IMPACT

An appropriation of \$744,000 from TIMP – Public Facilities Fund 366 is required.

#### RECOMMENDATION

That City Council, by resolution, approve an appropriation of \$744,000 from TIMP – Public Facilities Fund 366 to CIP 71091 for additional construction cost plus its contingency, for the Public Works Yard Renovation Phase 2 Project, and contingency amount for this Project.

Prepared by: Matthew Brown, PE, Associate Civil Engineer  
Zabih Zaca, PE, Senior Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director  
Karin Schnaider, Finance Director  
Andrew Malik, Assistant City Manager

Approved by: Randall Bradley, City Manager

RESOLUTION 2018-\_\_\_\_\_

APPROVING AN APPROPRIATION OF \$744,000 FROM TRACY INFRASTRUCTURE MASTER PLANS (TIMP) – PUBLIC FACILITIES FUND 366 TO THE PUBLIC WORKS YARD RENOVATION PHASE 2 PROJECT, CIP 71091 AND CONTINGENCY AMOUNT FOR THE PROJECT

WHEREAS, The Public Works Yard Renovation Phase 2 Project involves renovation of walls, doors, roof features, and interior improvements for Building B in the Boyd Service Center, and

WHEREAS, The Project is currently under construction and during interior demolition of existing walls, mold, dry rot, existing defects in framing, and damaged trusses were found throughout the structure, and

WHEREAS, City staff had explored options to find the most cost effective method to complete the Public Work Yard Renovation Phase 2 Project, and

WHEREAS, The total cost of extra work to replace damaged items exceeds the allocated project contingency due to the proposed construction change order and its original contingency amount of \$207,750, and

WHEREAS, An additional appropriation of \$744,000 is needed to complete the additional work needed for this Project, and

WHEREAS, Tracy Municipal Code 2.20.090(b) authorizes the City Manager to approve change orders up to the amount approved by City Council. The new recommended contingency amount for this Project is \$951,750.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves an appropriation of \$744,000 from TIMP – Public Facilities Fund 366 to the Public Works Renovation Yard Phase 2 Project, CIP 71091 and approves an additional \$744,000 in contingency for the Project.

\*\*\*\*\*

The foregoing Resolution 2018-\_\_\_\_\_was adopted by the Tracy City Council on the 18<sup>th</sup> day of December, 2018 by the following vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



AGENDA ITEM 1.I

REQUEST

**APPROVE MASTER PROFESSIONAL SERVICES AGREEMENTS WITH, CAROLLO ENGINEERS, INC., LEE & RO, INC., CH2M HILL, INC., AND WEST YOST AND ASSOCIATES, WITH AN ANNUAL NOT TO EXCEED AMOUNT OF \$350,000 FOR EACH CONSULTANT TO PROVIDE ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT ON AN AS-NEEDED BASIS FOR A PERIOD OF THREE YEARS AND AUTHORIZE THE UTILITIES DIRECTOR TO ISSUE NOTICES TO PROCEED UNDER THESE AGREEMENTS**

EXECUTIVE SUMMARY

This agenda item requests approval of Master Professional Services Agreements (MPSA) with four consultants: Carollo Engineers Inc., Lee & Ro, Inc., CH2M Hill, Inc., and West Yost & Associates to provide services on an as-needed basis for various engineering studies and reports, facility improvements related to maintenance, operations, and capital improvement projects for facilities associated with water and wastewater treatment plants, water wells, pump stations, sewer lift stations, and water reservoirs managed by Utilities Department. These MPSAs will help streamline the consultant selection process for various small projects and will ensure the timely completion of work to meet regulatory requirements and improve operational efficiencies.

DISCUSSION

The Utilities Department has several small to mid-size projects associated with maintenance, operations, and capital improvements of Water and Wastewater treatment plants, water wells, pump stations, sewer lift stations, and water reservoirs. Examples of such projects include replacing the chlorine feed system with bleach system to improve safety, aeration diffuser member replacement, UV Upgrades, valve replacements, security systems, etc. In addition, several studies, reports, and technical memorandums are needed to provide information requested by various regulatory agencies as it pertains to National Pollution Discharge Elimination System Permit, Department of Water Resources, OSHA, and EPA etc.

Due to specialized nature of the work and lack of staff, services of consultants are used to complete the design and prepare other necessary reports and documents. However, significant time delays occur due to the lengthy hiring process of consultants which require issuing a request for proposals (RFP), selection, award of Professional Services Agreement (PSA), and processing of agreements. To expedite and streamline the process, staff conducted one time RFP to hire experienced and qualified consultants to provide services for various utility projects for a period of three years. In July 2018, staff solicited proposals in accordance with Tracy Municipal Code, Section 2.20.140 from various consultants to provide design support services on an as-needed basis. The City received seven proposals. After review of the proposals the four most qualified consultants were determined based upon a qualification-based selection process. These consultants are: Carollo Engineers, Inc., Lee & Ro, Inc., CH2M Hill, Inc. and West Yost & Associates. These consultants are also familiar with City facilities and have satisfactorily completed similar projects for the City of Tracy and other utility agencies.

Staff recommends entering into a MPSA with a total of four consultants as noted above. The tasks will be assigned to these consultants depending upon the project needs and availability of qualified staff. The proposed MPSAs will be valid for a period of three years from the date of execution of the agreement and total compensation under each MPSA shall not exceed \$350,000 per year for each consultant.

Pursuant to the MPSA procedures, staff would identify the services needed, develop the scope of work, reach agreement with the consultant on such scopes of work and then issue a Notice to Proceed, provided the dollar amounts don't exceed the provisions of MPSA and availability of funds. Attachment E provides the list of qualifying projects covered under the MPSA. Additional approved projects with appropriate funds will be added to this list as needed since the proposed MPSA is for the next three years.

### STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to any Council Strategic Plan.

### FISCAL IMPACT

The funding for task orders executed with these consultants under the approved MPSAs will be provided from the Utilities Department's current and future approved operations, maintenance, and capital improvement projects budget. The current budget of approved wastewater projects is \$ 6,092,167. See Attachment 1 and 2 for list of CIPs currently budgeted in Utilities. These projects will be updated with each budget cycle.

Since the Water Fund does not have adequate funds and there are number of competing projects, no task for water projects will be initiated until funding for that project is in place and confirmed with Finance Department. The MPSA are for multiple years and the funding scenario for the Water Fund is anticipated to improve. List of essential water projects is attached to this staff report.

### RECOMMENDATION

Staff recommends that the City Council approve, by resolution, Master Professional Services Agreements with, Carollo Engineers Inc., Lee & Ro, Inc., CH2M Hill, Inc., and West Yost & Associates, with an annual not to exceed amount of \$350,000 y for each consultant to provide engineering services to the Utilities Department on an as-needed basis for a period of three years and authorize the Utilities Director of to issue notices to proceed under these agreements.

Prepared by: Ripon Bhatia, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, Utilities Director  
Karen Schnaider, Finance Director  
Andrew Malik, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

- Attachment A – MPSA – Carollo Engineers, Inc.
- Attachment B – MPSA – Lee & Ro Inc
- Attachment C – MPSA – CH2M Hill, Inc.
- Attachment D – MPSA – West Yost & Associates
- Attachment E – List of Water and Wastewater Operational Projects

**CITY OF TRACY**  
**MASTER PROFESSIONAL SERVICES AGREEMENT**  
**On-Call Engineering Support Services for the Utilities Department**

This Master Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City) and Carollo Engineers, Inc., a Delaware corporation (Consultant).

**RECITALS**

- A. Consultant is a professional engineering company practicing in the field of Civil Engineering.
- B. Consultant services are needed to perform various on-call engineering support services for the maintenance and operations of capital improvement projects.
- C. These services will be performed on the task order basis in accordance with the terms set forth in this Agreement.
- D. On June 15, 2018, the City issued a Request for Proposals for engineering support for the design of various projects for the Utilities Department. On July 25, 2018, Consultant submitted its proposal to perform the services described in this Agreement. Staff evaluated the proposals and found Consultant to be well qualified to complete these services. After negotiations between City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E. On December 18, 2018, the City Council authorized the execution of this Agreement pursuant to Resolution No. 2018-\_\_\_\_\_.

**Now therefore, the parties mutually agree as follows:**

**1. Scope of Services.** Consultant shall perform the services generally described in Exhibit "A" attached and incorporated by reference. Consultant's specific scope of services shall be more particularly described in individual Notices to Proceed subject to the written approval of the City and Consultant. The terms of this Agreement shall be incorporated by reference into each Notice to Proceed. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Thomas Gillogly. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractor or subconsultant, without the City's prior written consent.

**1.1 Term.** The term of this Agreement is from December 18, 2018, through December 31, 2021, provided, however, that payment of any funds under this Agreement shall be subject to the Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to a lack of appropriated funds for payment for services under this Agreement shall not constitute a breach of this Agreement.

**1.2 Non-Exclusive Agreement.** The City reserves the right to contract with other consultants to provide these or similar services during the term 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 here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed 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 extensions of time 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.**

**3.1 General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rate amounts set forth in Exhibit "B" to this Agreement, attached hereto and incorporated by reference, and the Not to Exceed the amount set forth in each individual Notice to Proceed. Effective January 1, 2019, Consultant's billing rates under this Agreement may be annually increased in January of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. Consultant's total compensation for this Agreement is not to exceed \$350,000 per calendar year. Consultant's billing rates, and Not to Exceed amount, shall cover costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without City's prior written approval. .

**3.2 Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

**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 in connection therein) 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of the fault.)

Consultant shall not be responsible for warranties, guarantees, fitness for particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

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

**5. Insurance.**

**5.1 General.** 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 here.

**5.2 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

**5.5 Professional Liability** 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 occurrence.

**5.6 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

**5.6.2** 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.

**5.7 Notice of Cancellation.** Consultant shall notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any reduction in coverage in the policy is considered a cancellation. Consultant shall immediately obtain a replacement policy.

**5.8 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.

**5.9 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 Attorney, before the City signs this Agreement.

**5.10 Substitute Certificates.** No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

**5.11 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.

**6. Independent Contractor Status.** Consultant is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, 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 to Consultant.

**7. 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. City may terminate this Agreement if Consultant maintains or acquires such a conflicting interest.

**7. 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.

**8. Ownership of Work.** All original documents prepared by Consultant for this Agreement 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 prior written consent of City.

**9. Miscellaneous.**

**9.1 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 as follows:

To City:  
Kuldeep Sharma  
Utilities Director  
3900 Holly Drive  
Tracy, CA 95376

To Consultant:  
Thomas Gillogly  
Vice President, Carollo Engineers  
2700 Ygnacio Valley Road, Suite 300  
Walnut Creek, CA 94598

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

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after deposit in the United States Mail of registered or certified mail, sent to the address designated above.

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

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

**9.4 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.

**9.5 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.

**9.6 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.

**9.7 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.

**9.8 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. City may void this Agreement if Consultant is a suspended corporation, limited liability company or limited partnership at the time it enters into this Agreement.

**9.9 Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

**9.10 Entire Agreement; Severability.** This Agreement and its attached exhibits comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. 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.

**9.11 City Provided Information and Services.** The City shall furnish Consultant available studies, reports and other data pertinent to Consultant Services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing Consultant's services under this agreement.

**9.12 Third Parties.** The services to be performed by Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be



entitled to rely on Consultant's performance of services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant Services hereunder.

**9.13 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

**10. 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 the Consultant.

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

**City of Tracy**

Carollo Engineers, Inc., a Delaware Corporation

Approved by City Council on 10/16/18 by Resolution No. 2018-\_\_\_\_.]

Rick Chan

By: \_\_\_\_\_

By: Rick Chan

Title: \_\_\_\_\_

Title: Senior V.P.

Date: \_\_\_\_\_

Date: 9/21/18

Attest:

Thomas Gilliland

By: Adrienne Richardson, City Clerk

By: THOMAS GILLILAND

Approved As To Form:

Title: VIC PRESIDENT

By: Thomas T. Watson, City Attorney

Date: 9/22/18

Federal Employer Tax ID No. 86-0899222

## **Exhibit A Scope of Work**

The City's primary objective for this Agreement is to obtain professional support for assisting Utilities Department for engineering support services that includes but not limited to performing design and preparing improvement plans, specifications, estimates for preparation of bid documents and providing support during construction for various improvement projects.

These projects will relate to maintenance of existing equipment, reviewing existing operational elements and studying alternatives for improvements to operations as needed at Waste Water Treatment plant and/or John Jones Water Treatment Plant.

The on-call needs may include conducting studies and preparing reports for various elements as necessary to satisfy the regulatory framework including reaching out to regional boards, permitting, and other documentation.

Staff will work with the Consultant to develop the detailed scope specific to the project or task needs. This proposed cost and scope will be negotiated before it is finalized. After the agreement of scope and cost between the Consultant and the City, the notice to proceed will be issued to the consultant.

### **Key Personnel**

- Tom Gillogy, Ph.D., PE
- Rick Chan, PE
- Scott Weddle, PE
- Andy Salveson, PE
- Anne Prudhel, PE
- Ron Appleton Jr., PE
- John S. Awezec, PE, DBIA
- Daniel P. Baker, PE
- David Baranowski PE
- Darren Baune, PE
- Jess Brown, Ph.D., PE
- Patrick Carlson, PE
- Charles Chung, PE
- Mike Dadik, PE, SE
- Mike de Luna
- Jamshid Dorafsha, PE
- Mary-Ellen Esquer, PE
- Paul V. Friedlander, PE
- Kirk Gardiner, PE
- Elisa Garvey, Ph.D., PE
- Chad Green, PE
- Richard Gutierrez, PE

- Lydia Holmes, PE
- Ryan Hook, PE
- Curtis Horn, PE
- Felicia James, PE
- Jeff Janowiak
- Jeffrey Mosher
- Thomas Mossinger, PE
- Austa Park, Ph.D.
- Edgardo Quiroz, PE, SE
- Tanja Rauch-Williams, Ph.D., PE
- Pierce Rossum
- Jill Shankel
- Elain Simmons, PE
- Kenneth Sinclair, PE
- Stephen Snell
- Steven Swanback, PE
- Tim Taylor, PE
- David Tsai, PE
- Peter von Bucher, PE
- Tracy Warriner, PE
- Sarwan Wason, PE
- James Wickstrom, PE
- Douglas Wing, PE
- Harold Wright

**CITY OF TRACY**  
**MASTER PROFESSIONAL SERVICES AGREEMENT**  
**On-Call Engineering Support Services for the Utilities Department**

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**RECITALS**

- A. Consultant is a professional engineering company practicing in the field of Civil Engineering.
- B. Consultant services are needed to perform various on-call engineering support services for the maintenance and operations of capital improvement projects.
- C. These services will be performed on the task order basis in accordance with the terms set forth in this Agreement.
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- E. On December 18, 2018, the City Council authorized the execution of this Agreement pursuant to Resolution No. 2018-\_\_\_\_\_.

**Now therefore, the parties mutually agree as follows:**

**1. Scope of Services.** Consultant shall perform the services generally described in Exhibit "A" attached and incorporated by reference. Consultant's specific scope of services shall be more particularly described in individual Notices to Proceed subject to the written approval of the City and Consultant. The terms of this Agreement shall be incorporated by reference into each Notice to Proceed. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Kevin Kennedy. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractor or subconsultant, without the City's prior written consent.

**1.1 Term.** The term of this Agreement is from December 18, 2018 through December 31, 2021 provided, however, that payment of any funds under this Agreement shall be subject to the Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate In the event the Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to a lack of appropriated funds for payment for services under this Agreement shall not constitute a breach of this Agreement.

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**3. Compensation.**

**3.1 General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rate amounts set forth in Exhibit "B" to this Agreement, attached hereto and incorporated by reference, and the Not to Exceed the amount set forth in each individual Notice to Proceed. Effective January 1, 2019, Consultant's billing rates under this Agreement may be annually increased in January of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. Consultant's fee for this Agreement is not to exceed \$350,000 per calendar year. Consultant's billing rates, and Not to Exceed amount, shall cover costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without City's prior written approval.

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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 in connection therein) 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 contract, and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.**

**5.1 General.** 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 here.

**5.2 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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**5.6 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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**5.9 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 Attorney, before the City signs this Agreement.

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**5.11 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.

**6. Independent Contractor Status; Conflicts of Interest.** Consultant is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, 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 to Consultant.

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**9. Miscellaneous.**

**9.1 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 as follows:

To City:  
Kuldeep Sharma  
Utilities Department  
3900 Holly Drive  
Tracy, CA 95304

To Consultant:  
Kevin Kennedy  
Project Manager  
Lee & Ro, Inc.  
8950 Cal Center Drive, Suite 120  
Sacramento, CA 95826

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

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after deposit in the United States Mail of registered or certified mail, sent to the address designated above.

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

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

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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.

**10. 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 the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

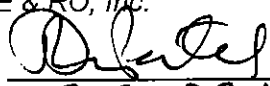


The parties agree to the full performance of the terms set forth here.

**City of Tracy**


**Consultant**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
LEE & RO, Inc.  
By:   
Title: PRESIDENT  
Date: 9/28/18

Federal Employer Tax ID No. 95-3443396

Attest:  
  
\_\_\_\_\_  
By: Adrienne Richardson, City Clerk

  
By: Charles Ro  
Title: Vice President  
Date: 9/28/18

Approved As To Form:

\_\_\_\_\_  
By: Thomas T. Watson, City Attorney

## **Exhibit A Scope of Work**

The City's primary objective for this Agreement is to obtain professional support for assisting Utilities Department for engineering support services that includes but not limited to performing design and preparing improvement plans, specifications, estimates for preparation of bid documents and providing support during construction for various improvement projects.

These projects will relate to maintenance of existing equipment, reviewing existing operational elements and studying alternatives for improvements to operations as needed at Waste Water Treatment plant and/or John Jones Water Treatment Plant.

The on-call needs may include conducting studies and preparing reports for various elements as necessary to satisfy the regulatory framework including reaching out to regional boards, permitting, and other documentation.

Staff will work with the consultant to develop the detailed scope specific to the project or task needs. This proposed cost and scope will be negotiated before it is finalized. After the agreement of scope and cost between the Consultant and the City, the notice to proceed will be issued to the consultant.

### **Key Personnel**

- Kevin Kennedy, PE
- James Jetton, PE
- James Pollouck, PE
- Jay Jung, PE
- Dhiru Patel, PE
- Sal Caderon, PE
- Michael Assadourian, PE
- Sam Lee, PE
- Murthy Kadiyala PE, PLS
- James Gingrich, SE
- Greg DeBoise, PE

### **Subconsultant**

O'Dell Engineering - Surveying

# FEE SCHEDULES

## Exhibit B to Master Professional Services Agreement On-Call Engineering Support Services for the Utilities Department

LEE & RO, Inc.

### FY 2017-2018 HOURLY BILLING RATE SCHEDULE (Effective from November 1, 2017 to October 31, 2018)

PERSONNEL CLASSIFICATION		BILLING RATES (\$/HOUR)
<b>ENGINEERS</b>		
Engineer 8	E8 Managing Engineer	\$235
Engineer 7	E7 Supervising Engineer	\$212
Engineer 6	E6 Principal Engineer	\$191
Engineer 5	E5 Senior Engineer	\$173
Engineer 4	E4 Engineer	\$157
Engineer 3	E3 Associate Engineer	\$140
Engineer 2	E2 Assistant Engineer	\$124
Engineer 1	E1 Junior Engineer	\$108
<b>CAD / DESIGNERS</b>		
Designer 6	T6 Principal Designer	\$157
Designer 5	T5 Senior Designer	\$140
Designer 4	T4 Designer	\$124
Designer 3	T3 Associate Designer	\$108
Designer 2	T2 Assistant Designer	\$93
Designer 1	T1 Junior Designer	\$80
<b>FIELD PROFESSIONALS</b>		
Field Professional 6	F6 Construction Manager	\$191
Field Professional 5	F5 Senior Resident Engineer	\$173
Field Professional 4	F4 Resident Engineer	\$157
Field Professional 3	F3 Senior Inspector	\$140
Field Professional 2	F2 Inspector	\$124
Field Professional 1	F1 Assistant Inspector	\$108
<b>ADMINISTRATIVE</b>		
Administrative 4	A4 Administrative Supervisor	\$124
Administrative 3	A3 Senior Word Processor	\$108
Administrative 2	A2 Word Processor	\$93
Administrative 1	A1 Administrative Assistant	\$80

*Note: Rates for November 2018 and beyond are anticipated to include 3 percent increase per year above this 2018 schedule*



**Exhibit 2  
LEE & RO, Inc.**

**OTHER DIRECT COSTS (ODC) BILLING RATE SCHEDULE  
FY 2018 (from November 1, 2017 to October 31, 2018)**

<b>Automobile Mileage</b>	<b>IRS Published Rate</b>
	\$0.08 / sheet (8.5 x 11 Bond B & W)
	\$0.20 / sheet (8.5 x 11 Bond Color)
<b>In-house Reproduction</b>	\$0.15 / sheet (11 x 17 Bond B & W)
	\$0.50 / sheet (11 x 17 Color)
	\$1.20 / sheet (24 x 36 Bond)
<b>Mylar Original Drawing</b>	<b>\$7.50 / sheet (24 x 36 or 22 x 34)</b>
<b>Computers &amp; Work Stations</b>	<b>No Charge</b>
<b>Subconsultant Mark-up</b>	<b>Subconsultant Invoice Amount Plus 5%, Unless Client Specifies Otherwise</b>
<b>Bulk Reproduction by Outside Printing Firm</b>	<b>Invoice amount plus 10% Handling Charge</b>
<b>Overnight Mailing, Air Fare, Project-Specific Software, or Equipment Rental, etc.</b>	<b>At Cost</b>

*Note: Rates for November 2018 and beyond are anticipated to include 3 percent increase per year above this 2018 schedule*



**CITY OF TRACY**  
**MASTER PROFESSIONAL SERVICES AGREEMENT**  
**On-Call Engineering Support Services for the Utilities Department**

This Master Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and CH2M HILL, Inc., a Florida Corporation (Consultant).

**RECITALS**

- A. Consultant is a professional engineering company practicing in the field of Civil Engineering
- B. Consultant services are needed to perform various on-call engineering support services for maintenance and operations of capital improvement projects.
- C. These services will be performed on the task order basis in accordance with the terms set forth in this Agreement.
- D. On June 15, 2018, the City issued a Request for Proposals for engineering support for the design of various projects for the Utilities Department. On July 25, 2018, Consultant submitted its proposal to perform the services described in this Agreement. Staff evaluated the proposals and found Consultant to be well qualified to complete these services. After negotiations between City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E. On December 18, 2018, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2018-\_\_\_\_\_.

**Now therefore, the parties mutually agree as follows:**

**1. Scope of Services.** Consultant shall perform the services generally described in Exhibit "A" attached and incorporated by reference. Consultant's specific scope of services shall be more particularly described in individual Notices to Proceed subject to the written approval of the City and Consultant. The terms of this Agreement shall be incorporated by reference into each Notice to Proceed. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: *Vijay Kumar*. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractor or subconsultant, without the City's prior written consent.

**1.1 Term.** The term of this Agreement is from December 18, 2018, through December 31, 2021, provided, however, that payment of any funds under this Agreement shall be subject to the Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to a lack of appropriated funds for payment for services under this Agreement shall not constitute a breach of this Agreement.

**1.2 Non-Exclusive Agreement.** The City reserves the right to contract with other consultants to provide these or similar services during the term 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 here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed 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 extensions of time 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.**

**3.1 General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rate amounts set forth in Exhibit "B" to this Agreement, attached hereto and incorporated by reference, and the Not to Exceed the amount set forth in each individual Notice to Proceed. Effective January 1, 2019, Consultant's billing rates under this Agreement may be annually increased in January of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. Consultant's fee for this Agreement is not to exceed \$350,000 per calendar year. Consultant's billing rates, and Not to Exceed amount, shall cover costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without City's prior written approval.

**3.2 Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

**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 in connection therein) 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 contract, and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.**

**5.1 General.** 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 here.

**5.2 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

**5.5 Professional Liability** 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 occurrence.

**5.6 Endorsements.** Consultant shall provide automobile and commercial general liability insurance certificates with the following provisions:

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

**5.6.2** 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.

**5.7 Notice of Cancellation.** Consultant shall notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy is considered a cancellation. Consultant shall immediately obtain a replacement policy.

**5.8 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.

**5.9 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 Attorney, before the City signs this Agreement.

**5.10 Substitute Certificates.** No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

**5.11 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.

**6. Independent Contractor Status; Conflicts of Interest.** Consultant is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, 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 to Consultant.

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. City may terminate this Agreement if Consultant maintains or acquires such a conflicting interest.

**7. 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.

**8. Ownership of Work.** All original documents prepared by Consultant for this Agreement 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 prior written consent of City.

**9. Miscellaneous.**

**9.1 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 as follows:

To City:  
Kuldeep Sharma  
Utilities Department  
3900 Holly Drive  
Tracy, CA 95304

To Consultant:  
Vijay Kumar, P.E.  
Vice President  
CH2M HILL, Inc.  
2485 Natomas Park Drive, Suite 600  
Sacramento, CA 95833

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

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after deposit in the United States Mail of registered or certified mail, sent to the address designated above.

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

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



**9.4 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.

**9.5 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.

**9.6 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.

**9.7 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.

**9.8 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. City may void this Agreement if Consultant is a suspended corporation, limited liability company or limited partnership at the time it enters into this Agreement.

**9.9 Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

**9.10 Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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.

**10. 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 the Consultant and the City. This Agreement 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**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Thomas T. Watson, City Attorney


Date: \_\_\_\_\_

**Consultant**

  
\_\_\_\_\_  
CH2M Hill, Inc., a Florida corporation

By: VIJAY KUMAR  
Title: VICE PRESIDENT  
Date: 10/8/18

Federal Employer Tax ID No. 59-0918189

  
By: Allan Highstreet  
Title: Vice President  
Date: 10/22/18

**ATTACHMENTS**

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule

## **Exhibit A Scope of Work**

The City's primary objective for this Agreement is to obtain technical services for assisting Utilities Department for engineering support services that includes but not limited to performing design services; preparing improvement plans, specifications, and estimates for bid documents and providing support during construction for various improvement projects.

These projects will relate to maintenance of existing equipment, reviewing existing operational elements and studying alternatives for improvements to operations as needed at the WasteWater Treatment plant, Pump Stations and/or John Jones Water Treatment Plant.

The City's on-call needs may include conducting studies and preparing reports for various elements as necessary to satisfy the regulatory framework including reaching out to regional boards, permitting, and other documentation.

Staff will work with the consultant to develop the detailed scope specific to the project or task needs. This proposed cost and scope will be negotiated before it is finalized. After the agreement of scope and cost between the CONSULTANT and the City, the notice to proceed will be issued to the consultant.

### **Key Personnel**

- Vijay Kumar
- Steve Decou
- Jenny Reina
- Earl Nicholson
- Chad Burke
- Blair Bearderstadt
- Ben Francis
- Dan Peterson
- Nick Cavalleri

CH2M HILL

**CITY OF TRACY WATER/WASTEWATER  
ON-CALL SERVICES FOR VARIOUS  
UTILITY PROJECTS**

<b>Classification</b>	<b>Hourly Rate</b>
Engineering/Environmental Intern	\$75
Engineering/Environmental Tech 1	\$94
Engineering/Environmental Tech 2	\$107
Office/Clerical/Accounting	\$110
Staff Engineer 1*	\$143
Engineering/Environmental Tech 3	\$143
Staff Engineer 2*	\$165
Engineering/Environmental Tech 4	\$165
Associate Engineer*	\$186
Engineering/Environmental Tech 5	\$193
Project Engineer*/Associate Project Manager	\$228
Engineer Specialist*/Project Manager	\$258
Sr. Technologist*/Sr. Project Manager	\$282
Principal Technologist*/Principal Project Manager	\$315

1. These rates for all types of labor including permanent, part-time, flex and contract employees and effective through the last day of December and new billing rates will be in effect starting January 1 of the following year subject to NO more than 3% Increase.
2. A markup of 10% shall be applied to all Other Direct Costs and Expenses
3. An additional premium of 25% shall be added to the above rates for Expert Witness and Testimony services

**CITY OF TRACY  
MASTER PROFESSIONAL SERVICES AGREEMENT  
On-Call Engineering Support Services for the Utilities Department**

This Master Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and West Yost and Associates, a California Corporation (Consultant).

**RECITALS**

- A. Consultant is a professional engineering company practicing in the field of Civil Engineering.
- B. Consultant services are needed to perform various engineering support services for maintenance, operations and design of capital projects.
- C. These services will be performed on the task order basis in accordance with the terms set forth in this Agreement.
- D. On June 15, 2018, the City issued a Request for Proposals for engineering support for the design of various projects for the Utilities Department. On July 25, 2018, Consultant submitted its proposal to perform the services described in this Agreement. Staff evaluated the proposals and found Consultant to be well qualified to complete these services. After negotiations between City and Consultant, the parties have reach an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E. On December 18, 2018, the City Council authorized the execution of this agreement pursuant to Resolution No. 2018-\_\_\_\_\_.

**Now therefore, the parties mutually agree as follows:**

**1. Scope of Services.** Consultant shall perform the services generally described in Exhibit "A" attached and incorporated by reference. Consultant's specific scope of services shall be more particularly described in individual Task Orders subject to the written approval of the City and Consultant. The terms of this Agreement shall be incorporated by reference into each Task Order. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Elizabeth Drayer. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractor or subconsultant, without the City's prior written consent.

**1.1 Term.** The term of this Agreement is from December 18, 2018 through December 31, 2021 provided, however, that payment of any funds under this Agreement shall be subject to the Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate In the event the Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to a lack of appropriated funds for payment for services under this Agreement shall not constitute a breach of this Agreement.

**1.2 Non-Exclusive Agreement.** The City reserves the right to contract with other consultants to provide these or similar services during the term 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 here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed 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 extensions of time 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.**

**3.1 General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rate amounts set forth in Exhibit "B" to this Agreement, attached hereto and incorporated by reference, and the Not to Exceed the amount set forth in each individual Notice to Proceed. Effective January 1, 2019, Consultant's billing rates under this Agreement may be annually increased in January of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. Consultant's fee for this Agreement is not to exceed \$350,000 per calendar year. Consultant's billing rates, and Not to Exceed amount, shall cover costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without City's prior written approval.

**3.2 Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

**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 in connection therein) 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 contract, and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.**

**5.1 General.** 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 here.

**5.2 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

**5.5 Professional Liability** 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 occurrence.

**5.6 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

**5.6.2** 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.

**5.7 Notice of Cancellation.** Consultant shall notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy is considered a cancellation. Consultant shall immediately obtain a replacement policy.

**5.8 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.

**5.9 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 Attorney, before the City signs this Agreement.

**5.10 Substitute Certificates.** No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

**5.11 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.

**6. Independent Contractor Status; Conflicts of Interest.** Consultant is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, 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 to Consultant.

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. City may terminate this Agreement if Consultant maintains or acquires such a conflicting interest.

**7. 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.

**8. Ownership of Work.** All original documents prepared by Consultant for this Agreement 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 prior written consent of City.

**9. Miscellaneous.**

**9.1 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 as follows:

To City:

Kuldeep Sharma  
Utilities Director  
City of Tracy  
3900 Holly Drive  
Tracy, CA 95304

To Consultant:

Elizabeth T. Drayer  
Vice President  
West Yost Associates  
6800 Koll Center Parkway, Ste. 150  
Pleasanton, CA 94566

With a copy to:

City Attorney  
333 Civic Center Plaza  
Tracy, CA 95376

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after deposit in the United States Mail of registered or certified mail, sent to the address designated above.

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

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



**9.4 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.

**9.5 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.

**9.6 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.

**9.7 Compliance with the Law.** Consultant shall comply with local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

**9.8 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. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Agreement.

**9.9 Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

**9.10 Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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.

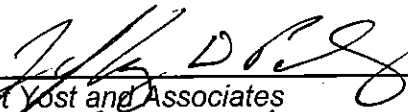
**10. Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit 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**

\_\_\_\_\_

  
\_\_\_\_\_  
West Yost and Associates  
By: Jeffrey D. Pelz  
Title: Vice President  
Date: 10/9/18

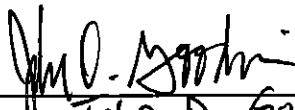
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Employer Tax ID No. 68-0370826

Attest:

  
\_\_\_\_\_  
By: John D. Goodwin  
Title: CFO / Treasurer  
Date: 10-10-18

By: Adrienne Richardson, City Clerk

Approved As To Form:

\_\_\_\_\_  
By: Thomas T. Watson, City Attorney

## **Exhibit A Scope of Work**

The City's primary objective for this Agreement is to obtain technical services to assist the Utilities Department by providing engineering support services that include, but are not limited to, performing design services; preparing improvement plans, specifications, and estimates for bid documents; and providing support during construction for various improvement projects.

These projects will relate to maintenance of existing equipment, reviewing existing operational elements and studying alternatives for improvements to operations as needed at the WasteWater Treatment plant, Pump Stations and/or John Jones Water Treatment Plant.

The on-call needs may include conducting studies and preparing reports for various Utilities Department's operational elements as necessary to satisfy the regulatory framework including reaching out to regional boards, permitting, and other documentation.

Staff will work with the Consultant to develop a detailed scope specific to the project or task needs. This proposed cost and scope will be negotiated before it is finalized. After the agreement of scope and cost between the Consultant and the City, the Notice to Proceed will be issued to the Consultant by the City.

### **Key Personnel:**

- Craig Thompson, PE
- Dave Anderson, PE
- Elizabeth Drayer, PE
- Whitney Sandelin, PE
- Tim Durbin, PE
- Andy Smith, PE
- Bill Schilling, PE
- Timothy Banyai, PE
- Jim Connell, PE
- Brad Friederichs, SE
- Daniel Wright, AIA
- Daniel Groves, PE, ENV
- Joel A Cox, CCNA

### **Sub Consultants:**

- A TEEM Electrical Engineering
- JDH Corrosion
- Finn Design Group
- Trussell Technologies, Inc.



# Billing Rate Schedule

(Effective January 1, 2018 through December 31, 2021)

SECTION 6

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
<b>ENGINEERING</b>	
Principal/Vice President	\$295
Engineering/Scientist/Geologist Manager I / II	\$272 / \$284
Principal Engineer/Scientist/Geologist I / II	\$248 / \$263
Senior Engineer/Scientist/Geologist I / II	\$222 / \$233
Associate Engineer/Scientist/Geologist I / II	\$197 / \$211
Engineer/Scientist/Geologist I / II	\$159 / \$184
Engineering Aide	\$90
Administrative I / II / III / IV	\$81 / \$102 / \$123 / \$136
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$280 / \$291
Principal Tech Specialist I / II	\$258 / \$269
Senior Tech Specialist I / II	\$237 / \$248
Senior GIS Analyst	\$217
GIS Analyst	\$204
Technical Specialist I / II / III / IV	\$150 / \$172 / \$194 / \$215
CAD Manager	\$172
CAD Designer I / II	\$133 / \$150
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$282
Construction Manager I / II / III / IV	\$172 / \$184 / \$196 / \$246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$149 / \$166 / \$184 / \$192
Apprentice Inspector	\$135
CM Administrative I / II	\$74 / \$98

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Continued on following page

July 25, 2018

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# Billing Rate Schedule (continued)

(Effective January 1, 2018 through December 31, 2021)

## Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gage	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

July 25, 2018

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**City of Tracy - Utilities Department  
Wastewater - Operational Capital Projects**

<b>Project Number</b>	<b>Project Name</b>	<b>Carryovers</b>	<b>FY17-18</b>	<b>FY18-19</b>
<b>Current Projects:</b>				
74094	WWCS Capacity Maintenance Mgmt System-Data Acquisition	57,292 -		-
74106	Pump Station Replacement - Larch Road PS	454,875 -		420,000
74123	Wastewater Discharge Permit Studies - FY17 Phases	160,000 -		-
74124	WWTP Plant Replacements Program - FY17 Phase	250,000	240,000 -	
74125	Rehab Primary Sediment Clarifier - WWTP	175,000	75,000 -	
74126	Replace Grit Control & Dewatering System - WWTP	310,000 -		-
74127	Aeration Diffuser Replacement - WWTP	300,000 -		-
74128	Security System Cameras - Wastewater Treatment Plant	36,000	64,000 -	
74129	Pond Pump Replacement - Arbor Rd Holding Pond	110,000 -		-
74130	WWTP Emergency Diversion Valve Repair	30,000 -		-
74131	Chain Link Fence - Waste Water Treatment Plant	80,000	80,000 -	
74132	Influent Flow Meter - Waste Water Treatment Plant	100,000 -		-
74133	Plant Lighting Upgrade - Waste Water Treatment Plant	55,000	100,000	
	<b>13 Total Current Projects</b>	<b>2,118,167</b>	<b>559,000</b>	<b>420,000</b>
<b>New Projects:</b>				
74128	WWTP Plant Replacements Program - FY18-19 to FY21-22	-	-	250,000
74135	Wastewater Discharge Permit Studies - Future Phases	-	-	160,000
74137	Cleanup of Pond 1 & Berm Strengthening	-	1,260,000	-
74141	Sodium Bio Sulfate Chemical Feed System	-	70,000	-
74142	WWTP Lab Roof Repair & Floor Replacement	-	50,000	-
74144	Trickling Filters Demo/Abandoned	-	265,000	-
74145	WWTP Asphalt Striping & Repaving	-	350,000	-
74147	Replace Influent Screens	-	450,000	-
74148	Install Clean-out Maintenance Hole for drains at Drying Beds	-	40,000	-
74149	Disposal of Contaminated Dirt	-	<u>100,000</u>	<u>-</u>
	<b>10 Total New Projects</b>	<b>-</b>	<b>2,585,000</b>	<b>410,000</b>
		<b>2,118,167</b>	<b>3,144,000</b>	<b>830,000</b>

City of Tracy - Utilities Department  
 Water - Operational Capital Projects

Project Number	Project Name	Carryovers	FY17-18	FY18-19
<b>Current Projects:</b>				
75078	Aquifer Storage & Recovery Program	103,655	100,000	395,000
75124	Process Controllers Replacement - Water Treatment Plant	100,000	-	-
75126	Water Filter Replacement-Water Treatment Plant	550,000	550,000	-
75129	Recycled Water Study	150,000	-	-
75991	Water Purchases for Storage with Semi-tropic WSD	275,000	275,000	275,000
75137	Conjunctive Groundwater Use Study	137,000	-	-
75139	Plant Eqpt Replacements - Water Treatment Plant FY17-22	260,000	260,000	260,000
75140	Water Plant Influent Pump Water Treatment Plant	35,000	-	-
75141	Water Plant Baffle Curtain Water Treatment Plant	100,000	-	-
75142	Water Plant Valve Replacement	100,000	-	-
<b>10 Total Current Projects</b>		<b>1,810,655</b>	<b>1,185,000</b>	<b>930,000</b>
<b>New Projects:</b>				
75152	GSA Formation and Management	-	150,000	150,000
75153	Luis Manner Well Rehab	-	845,000	120,000
75154	Hazardous/Non-Hazardous Waste Disposal	-	120,000	-
75155	Up flow Clarifier Rehab	-	1,300,000	-
75156	WTP UV Upgrade	-	150,000	-
<b>5 Total New Projects</b>		<b>0</b>	<b>2,565,000</b>	<b>270,000</b>
		<b>1,810,655</b>	<b>3,750,000</b>	<b>1,200,000</b>

Notes: Prior to starting any work on the above projects, status and availability of funds must be verified with the Finance Department. The list of the above projects is a place holder and the Water Enterprise Fund may not be able to fund any of the above projects in the near future.

RESOLUTION 2018-\_\_\_\_\_

APPROVING MASTER PROFESSIONAL SERVICES AGREEMENTS WITH, CAROLLO ENGINEERS INC., LEE & RO, INC., CH2M HILL INC., AND WEST YOST AND ASSOCIATES, WITH AN ANNUAL NOT TO EXCEED AMOUNT OF \$350,000 FOR EACH CONSULTANT TO PROVIDE ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT ON AN AS-NEEDED BASIS FOR A PERIOD OF THREE YEARS AND AUTHORIZING THE UTILITIES DIRECTOR TO ISSUE NOTICES TO PROCEED UNDER THESE AGREEMENTS

WHEREAS, The Utilities Department has several small to midsize projects associated with maintenance, operations, and capital improvements of Water and Wastewater treatment plants, water wells, pump stations, sewer lift stations, and water reservoirs, and

WHEREAS, Due to specialized nature of the work and lack of staff, services of consultants are used to complete the design and prepare other necessary reports and documents, and

WHEREAS, In July 2018, staff solicited proposals in accordance with Tracy Municipal Code, Section 2.20.140 from various consultants to provide design support services on an as-needed basis, and

WHEREAS, After review of the proposals four most qualified consultants were determined based upon the qualification based selection process. These consultants are: Carollo Engineers Inc., Lee & Ro, Inc., CH2M Hill, Inc. and West Yost & Associates, and

WHEREAS, The tasks will be assigned to these consultants depending upon the project needs and availability of qualified staff, and

WHEREAS, The proposed MPSAs will be valid for a period of three years from the date of execution of the agreement and total compensation under each MPSA shall not exceed \$350,000 per year for each consultant, and

WHEREAS, The funding for task orders executed with these consultants under the approved MPSAs will be provided from the Utilities Department's approved operations, maintenance, and capital improvement budget;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves Master Professional Services Agreements with Carollo Engineers, Inc., Lee & Ro, Inc., CH2M Hill, Inc., and West Yost and Associates, with an annual not to exceed amount of \$350,000 for each consultant to provide services to the Utilities Department on an as-needed basis for a period of three years and authorizes the Utilities Director to issue notices to proceed for various task orders under these agreements.

\* \* \* \* \*



The foregoing Resolution 2018-\_\_\_\_\_ was adopted by Tracy City Council on the 18<sup>th</sup> day of December, 2018, by the following vote:

AYES:            COUNCIL MEMBERS:

NOES:            COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

ABSTAIN:       COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

AGENDA ITEM 1.J

REQUEST

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BSK ASSOCIATES, INC. OF LIVERMORE, CALIFORNIA TO PROVIDE MATERIAL TESTING SERVICES DURING CONSTRUCTION FOR THE TRACY RECYCLED WATER MAINS AND WWTP PUMP STATION PROJECT, CIP 74091 (STATE PROJECT: CITY OF TRACY RECYCLED WATER PROJECT AGREEMENT NUMBER 4600011424)**

EXECUTIVE SUMMARY

On October 16, 2018, City Council awarded a construction contract for the Recycled Water Mains and WWTP Pump Station Project, CIP 74091. The Project requires material testing to ensure that installed materials meet the project specifications. Due to specialized nature of the work and required testing facilities, Services of a consultant are needed to complete the task. This agenda items requests City Council to award a Professional Services Agreement (PSA) with BSK Associates Inc. of Livermore CA for material testing services for the this Project.

DISCUSSION

On October 16, 2018, City Council authorized the award of the construction contract for Recycled Water Mains and WWTP Pump Station Project CIP 74091 (State Project: City of Tracy Recycled Water Project Agreement No. 4600011424). A major portion of the funding for the project comes from Proposition 84 Grant funding. The Project involves the installation of approximately 5.6 miles of 24-inch and 30-inch recycled water transmission mains between the WWTP and the intersection of Grant Line and Lammers Roads. The next phase will add recycled water transmission mains to the south towards Eleventh Street beyond Grant Line and Lammers Roads.

The Project requires the material testing services to ensure the materials installed by the contractor meet the project specifications. The City does not have specialized staff, equipment and laboratory services to perform the testing of materials. Therefore, staff issued a Request for Proposals in accordance with Tracy Municipal Code, Section 2.20.140, on November 8, 2018. The request for proposals included compliance with all requirements of Proposition 84 during construction. A "Notice of Request for Proposals" was posted on the City of Tracy's website. The City received a total of eight proposals on November 28, 2018, as follows:

- Apex Testing Laboratories of San Francisco, CA
- BSK Associates of Livermore, CA
- Consolidated Engineering Laboratories of San Ramon, CA
- Construction Testing Services of Pleasanton, CA
- Geocon Consultants of Livermore, Ca
- Smith-Emery of San Francisco, CA

- Terracon of Lodi, CA
- Twinning of Sacramento, CA

After review and evaluation of the proposals, BSK Associates, Inc. of Livermore, California, was found to be the most qualified consultants to provide the necessary services. BSK proposed to complete this task for not to exceed amount of \$212,045 on time and material basis for this Project. This amount includes the cost of material inspection for the next phase of construction of the project and contingency in the amount of \$20,000. The actual costs of the services will depend on the number of tests performed during the construction.

Due to the financial size and scope of this Project, the City intends to issue Wastewater bonds for paying the costs of acquisition and construction for CIP 74091. Staff expects to pay certain costs prior to the date of the future debt issuance and to use a portion of the proceeds for reimbursement of expenditures for CIP 74091 that are paid before the date of issuance of the wastewater bonds.

#### STRATEGIC PLAN

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

#### FISCAL IMPACT

The Tracy Recycled Water Mains and Wastewater Treatment Plant Pump Station, CIP 74091, is an approved FY 2017-19 Capital Improvement Program Project. The cost associated with this agenda item related to the material testing for this project will be paid through approved CIP 74091.

The City intends to issue Wastewater bond obligations for the purpose of paying the costs of acquisition and construction for CIP 74091. The City expects to pay certain costs of the Project prior to the date of issuance of the Obligations and to use a portion of the proceeds of the Obligations for reimbursement of expenditures for CIP 74091 that are paid before the date of issuance of the wastewater bonds.

#### RECOMMENDATION

That Council, approve, by resolution, the Professional Services Agreement with BSK Associates, Inc. of Livermore, CA to provide material testing for the Tracy Recycled Water Transmission Mains and WWTP Pump Station Project, CIP 74091 (State Project: City of Tracy Recycled Water Project Agreement No. 4600011424) for a not-to-exceed amount of \$212,045.

Prepared by: Ripon Bhatia, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, Utilities Director  
Karin Schnaider, Finance Director  
Andrew Malik, Assistant City Manager

Approved by: Randall Bradley, City Manager

#### ATTACHMENTS:

Attachment A: Professional Services Agreement with BSK Associates, Inc.

**CITY OF TRACY PROFESSIONAL SERVICES AGREEMENT  
GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR TRACY RECYCLED WATER  
TRANSMISSION MAINS AND WWTP PUMP STATION PROJECT, CIP 74091  
(State Project: City of Tracy Recycled Water Project  
Agreement Number 4600011424)**

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and BSK Associates, Inc., a California Corporation (Consultant).

**Recitals**

- A. Consultant's services are needed to provide Geotechnical Material Testing Services for the Tracy Recycled Water Transmission Mains and WWTP Pump Station Project, CIP 74091 (Project).
- B. The Project is mainly funded from Proposition 84 Grant funding. For Proposition 84 funded projects, the State of California requires consultants or sub-consultants to comply with the Proposition 84 requirements including non-discrimination and labor compliance requirements during the performance of services.
- C. At the request of the City and in compliance with the provision of the Tracy Municipal Code section 2.20, on November 28, 2018, Consultant submitted its proposal to perform services described in this Agreement. After negotiations between 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. On December 18, 2018, the City Council authorized the execution of this agreement, pursuant to Resolution No. 2018\_\_\_\_\_.

**Now therefore, the parties mutually agree as follows:**

- 1. Scope of Services.** 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 James K Auser, PE. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," 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 begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." 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 extensions of time 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.**

**3.1 General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A and B," to this Agreement, attached hereto and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed fee of \$212,045, which consists of a base fee of \$192,045 and a contingency amount \$20,000. City will provide a written authorization for use of the contingency amount when Consultant services are needed beyond the base fee. 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 Not to Exceed amount without the City's prior written approval.

**3.2 Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

**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 contract, and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.**

**5.1 General.** 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 here.

**5.2 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 \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**5.3 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.

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

**5.5 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.

**5.6 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

**5.6.2** 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.

**5.7 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.

**5.8 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

**5.9 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.

**5.10 Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

**5.11 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.

**6. Independent Contractor Status; Conflicts of Interest.** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents or subconsultants, 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.

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.

**7. 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.

**8. Ownership of Work.** Upon payment in full to date of request, 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 following full payment for services rendered. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

**9. Miscellaneous.**

**9.1 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 as follows:

To City:

Mr. Kuldeep Sharma  
Utilities Department  
3900 Holly Dr  
Tracy, CA 95304

To Consultant:

Tim Rodriguez.  
Livermore Branch Manager  
BSK Associates.  
399 Lindbergh Ave.  
Livermore, AA 94551

With a copy to:

City Attorney  
333 Civic Center Plaza  
Tracy, CA 95376

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

**9.2 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.

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

**9.4 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.

**9.5 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.

**9.6 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.

**9.7 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.

In addition, during the performance of this Agreement, Consultant or its sub consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Consultant or its sub consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free of from such discrimination and harassment. Consultant or its sub consultants shall comply with the provisions of the California Fair Employment and Housing Act (CA Gov. Code Section 12990(a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Consultant or its sub consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.”

**9.8 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. City may void this Agreement if Consultant is a suspended corporation, limited liability company or limited partnership at the time it enters into this Agreement.

**9.9. Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

**9.10 Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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.

## **10. LABOR REQUIREMENTS.**

10.1. **Prevailing Wage.** The California general prevailing wage rates determined by the Director of Industrial Relations are made a part of this Agreement. The application of Labor Code Section 1720-1816 apply to prevailing wage compliance on this project. Nothing in the Contract Documents shall be interpreted in a manner conflicting with these rates. See General Provisions Section 9.05 (d), “Prevailing Wage”.



- 10.2. Apprentices. California Labor Code Sections 1777.5, 1777.6 and 1777.7 govern the employment of apprentices by Contractor or any Subcontractor. Contractor and any of his Subcontractors shall comply with these Labor Code requirements. Contractor shall have full responsibility for compliance regardless of any other contractual or employment relations alleged to exist. See General Provisions Section 9.05 (f), "Apprentice Program".
- 10.3. Wage Information. A copy of the latest general prevailing rates of per diem wages (2018-2) for each craft, classification or type of worker needed to perform the Agreement, as determined by the Director of the State Department of Industrial Relations.
- 10.4. Labor Compliance. This project is subject to the requirements of Section 1770 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. All Consultants, Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wage information for this project is available at the City's main office or may be obtained via the internet at:

The City is required by law to review and audit the work performed on this project to ensure that proper prevailing wages and all apprenticeship requirements are met. Specifically, contractors are reminded the need for compliance with Labor Code Section 1774 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls), Section 1777.5 in the employment of apprentices on public works projects and Section 1811-1813 regarding the payment of overtime on public works projects.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the City or its designee, along with its request for payment, all applicable and necessary certified payrolls for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandated Labor Compliance Program, as well as any additional documentation requested by the Agency or its designee pursuant to Labor Code Section 1720 et. seq. All Labor Compliance documents shall be submitted through LCCPTracker, a web based CPR system within 7 days (1 week) of the close of the applicable payroll period.

The City shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted and confirmed as compliant. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

The City has an approved Labor Compliance Program for this project from the Department of Industrial Relations for projects which have Proposition 84 funding.

The Consultant or its subconsultants shall comply with all the requirements of Labor Compliance Program.

Payrolls must also be submitted to the Department of Industrial Relations through the eCPR portal on not less than a monthly basis.

- 10.5. **Hours of Labor.** The Consultant shall forfeit, as a penalty, to the City up to \$200 for each worker employed in the execution of the Agreement by it or by any Subcontractor for each calendar day for any wage violation. The Consultant shall forfeit the sum of \$25 per employee per day for any overtime violation when an employee works more than 8 hours per day or 40 hours per week in violation of Labor Code Sections 1810-1815. See General Provisions Section 9.05 (c), "Hours of Labor". The Consultant or any applicable subconsultant shall also be subject to penalties of \$100 per day per worker for late filed documentation in response to Labor Code Section 1776. Failure to comply with the mandated apprenticeship compliance shall cause the City to refer the matter to the DIR for investigation. In addition to the City's enforcement of prevailing wages, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
  - 10.6. **Consultant Registration.** All trades performing work which requires the payment of prevailing wages must be registered with the Department of Industrial Relations as a Public Works Contractor before beginning work on the project. Any unregistered contractor may NOT perform work on the project. This registration includes contractors, subcontractors, and those performing surveying work, material testing, inspection or concrete deliveries.
11. **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 the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

**City of Tracy**

\_\_\_\_\_  
By: Robert Rickman  
Title: Mayor  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
By: Adrienne Richardson, City Clerk

Approved as to form:

\_\_\_\_\_  
By: Thomas T. Watson, City Attorney

**BSK Associates**

  
\_\_\_\_\_  
By: Richard E. Johnson  
Title: President  
Date: 12-4-2018

Federal Employer Tax ID No.

94-1633676

  
\_\_\_\_\_  
By: Tim Rodriguez  
Title: Branch Manager

Date: 12-4-2018

**ATTACHMENTS**

- Exhibit A - Scope of Services
- Exhibit B - Compensation Schedules & Hourly Rates

## EXHIBIT A

### SCOPE OF SERVICES

#### **Background:**

Consultant shall perform the geotechnical and material testing for Phase 1 and Phase 2 of Recycled Water Project. The phase 1 of the project includes pump station at WWTP and 30" and 24" Recycled water transmission mains from WWTP to the intersection of Lammers Road and Grant Line Road. The Phase 2 extends the transmission mains from the termination point of phase 1 to the south towards Eleventh Street as shown in the project plans and specifications.

Consultant shall coordinate perform services on as needed basis, established by dispatch requests made by the City's designated representative. The services are anticipated to include the compaction testing, sampling of the fill, aggregate base sampling and specifications, compliance testing, asphalt placement observation and material testing, reinforced concrete sampling and testing and sampling of controlled low strength materials (CLSM)

Consultant shall be responsible for project management and administration of its portion of work and shall adhere to requirements of the contract.

Consultant shall meet all and adhere to all requirements of Proposition 84 as required for the project.

**Project Setup & Coordination:** Consultant shall participate in project meetings as appropriate to project the needs to the staffing and testing required for scheduling field and laboratory staff to meet the project requirements.

#### **Field observations and testing:**

- Consultant shall responds the request within 6 hours minimum notice.
- Material Sampling (plant and/or field) Consultant shall coordinate material sampling with project team and suppliers, as needed
- Compaction Testing and Observation Services – provide testing in accordance with Caltrans Standards, on subgrade, aggregate based, HMA pavement, cement treated based, concrete and lime treatment.

**Laboratory Testing Services:** Provide comprehensive material testing in accordance with project requirements and material standards and provide test reports within one day of test completion and engineering review.

**Reporting:** Provide daily field reports onsite, preferably in digital format of the designated City's project representative, and assemble bi-weekly summaries of services performed for each task.

## Standard Tests for Material Testing

- A. Field Density Testing
  - 1. Method CAL 231. This test will not be allowed in trenches and when used, the first five moistures shall be run mechanically (stove or oven) to determine moisture relationship to the nuclear machine. The nuclear machine will then be adjusted for the moisture differentials. If it cannot be adjusted, all moistures shall be run mechanically unless a field examination can prove the accuracy of the moisture determination. Each section tested (structural section) shall not be more than 500 feet in length and do not combine or average 3 separate curve materials or test data.
  - 2. Method CAL 216-Dry. This test will be acceptable in all areas and materials. When nuclear machines are used, one out of every ten tests (or portion thereof) shall be compared with a sand density test, and the two tests shown as such on the report. This test can be an option in trench testing, but because of the costs involved, shall be secondary in trenches. Soil materials shall not be mixed.
  - 3. ASTM D-2937-Tube Method. This test will be acceptable in all materials and areas that can be tube-tested.
  - 4. Laboratory Maximum Density, Optimum Moisture Determinations - California 216, Dry Method.
- : B. R-Value Test  
  
Method CAL 301 - R-Value Test. California State Highway; Untreated Material and Cement Lime or Other Additives (field or laboratory).
- C. Sieve Analysis  
Method CAL 202 - Sieve Analysis. This shall consist of course and/or fine with 200 wash.
- D. Sand Equivalent Test per CAL 217-H.
- E. Percentage of crushed particles per CAL 205.
- F. Percent of lime-treatment test by titration per CAL 338.
- G. Concrete compression tests per CAL 521, 539 and 540. Tests shall include 7 and 28-day cylinders, molds and one hold cylinder.
- H. Cal 308 - Specific gravity and weight per cubic foot of compressed Bituminous mixture. Asphalt testing shall also include extraction (% bitumen) and gradation.
- I. Asphalt coring.
- J. Concrete coring per ASTM C-42.

**Any Test that is not listed in the standard tests will be performed on the time and material basis of the standard rates and hourly rates provided in Exhibit B**

**EXHIBIT B**

**Material Testing Services Cost Schedule**

Item	Activity	Fees
1	Cal 216 field density tests (A1-3)	\$ 123.00
2	Cal 216 Lab Maximum Density (A-4)	\$ 211.00
3	R Value Tests (B)	\$ 391.00
4	Sieve Analysis ©	\$ 168.00
5	Sand Equivalent (D)	\$ 124.00
6	Percentage Crushed particles (E)	\$ 163.00
7	Percent Lime Titration (F)	\$ 300.00
8	Concrete Compression Tests (G)	\$ 134.00
9	Specific Gravity /Unit Weight/Gradation/Extraction (H)	\$ 850.00
10	Asphalt Coring (I)	\$ 190.00
11	Concrete Coring (includes compression tests on cores (J)	\$ 285.00
	Mileage – Travel time (Maximum Two Hours)	\$150 Per Trip

## EXHIBIT B - HOURLY RATES

### BSK Associates - July 1, 2018 to June 30, 2019 Prevailing Wage Schedule of Fees

PERSONNEL RATES	
<b>PROFESSIONAL STAFF</b>	
Principal	\$ 225.00
Senior Professional	\$ 200.00
Project Professional II	\$ 185.00
Project Professional I	\$ 155.00
Staff Professional II	\$ 140.00
Staff Professional I	\$ 125.00
Seismic GIS	\$ 175.00
GIS Specialist	\$ 125.00
Information Specialist II	\$ 140.00
Information Specialist I	\$ 125.00
CAD	\$ 90.00
Project Administrator	\$ 85.00
<b>EQUIPMENT</b>	
Nuclear Gauge (Day)	\$ 55.00
Ultrasonic Weld Equipment (Day)	\$ 55.00
Torque Wrench (Day)	\$ 55.00
Proof Load Equipment (Day)	\$ 55.00
Rebar Locator / Pachometer	\$ 100.00
Hand Auger (Day)	\$ 200.00
Water Meter (Day)	\$ 50.00
Drilling Kit - Paint, stakes and lath - (Project)	\$ 25.00
Drilling Supplies - Reuse of tubes/caps (Project)	\$ 250.00
Manometer (Day)	\$ 200.00
Double Ring Infiltrometer (Day)	\$ 500.00
<b>ANALYSIS SOFTWARE USAGE FEES</b>	
gINT (Project)	\$ 50.00
LPile (Project)	\$ 50.00
APile (Project)	\$ 50.00
SHAFT (Project)	\$ 50.00
GROUP (Project)	\$ 100.00
Cliq (Project)	\$ 50.00
LiquefyPro (Project)	\$ 50.00
LiqIT (Project)	\$ 50.00
NovoLIQ (Project)	\$ 50.00
Slide (Project)	\$ 100.00
Settle3D (Project)	\$ 100.00
ArcGIS (Project)	\$ 50.00
<b>TECHNICAL STAFF (PREVAILING WAGE)</b>	
Field Supervisor	\$ 155.00
Group 1 - Special Inspector	\$ 139.00
Group 2 - Special Inspector	\$ 135.00
Group 3 - Engineering Technician	\$ 123.00
Group 4 - Technician	\$ 107.00
Ground Penetrating Radar Scanning Technician	\$ 160.00
Core Drilling Technician	\$ 190.00
Floor Flatness Testing Technician	\$ 170.00
Sample Pickup / Transportation / Delivery	\$ 98.00
Laboratory Technician	\$ 98.00
Administrative Assistant / Clerical	\$ 78.00
Litigation support	1.5x standard rate
<b>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</b>	
Field Work from 0 to 4 hours	Bill 4 hours per CA Labor Code
Field Work from 4 to 8 hours	Bill Actual Time
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Swing shift (4:00pm to Midnight)	Add \$15.00 per hour
Graveyard Shift	Add \$20.00 per hour
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours
<b>DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)</b>	
Certified Payroll / DIR Upload	\$ 300.00
Non-Performance Certified Payroll / DIR Upload	\$ 100.00
Subcontractor Management / Compliance Forms	\$ 100.00
Additional LCP Tracker or Other Compliance Software	\$ 100.00
Additional Special Forms, as required	\$ 150.00
<b>REIMBURSABLES</b>	
Mileage (Portal to Portal)	\$ 0.88
Per Diem (as required)	\$ 150.00
Bridge Toll	Cost + 15%
Parking Fees	Cost + 15%
Subconsultant Services	Cost + 15%
Project Administration Fees	7% of Invoice
DIR Administration Fees	3% of Invoice
Project Setup (Project)	\$500.00
<b>MATERIALS LABORATORY TESTS</b>	
<b>SOILS</b>	
<b>Moisture Density Curves</b>	
Standard Proctor, 4" (ASTM/AASHTO)	\$ 232.00
Modified Proctor, 4" Mold (ASTM/AASHTO)	\$ 232.00
Modified Proctor, 6" mold (ASTM D1557)	\$ 247.00
Caltrans Maximum Wet Density (CT 216)	\$ 211.00
Check Point	\$ 134.00
<b>Particle Size Analysis</b>	
Sieve Analysis w/ Wash (ASTM D422)	\$ 168.00
Minus #200 Wash, Soil (ASTM D1140)	\$ 82.00
Hydrometer Analysis (ASTM D422)	\$ 221.00
Double Hydrometer (ASTM D4221)	\$ 309.00
Specific Gravity of Soil (ASTM D854)	\$ 158.00
Visual Classification (ASTM D2488)	\$ 43.00
Sand Equivalent (ASTM D2419)	\$ 124.00
% Organics in Soil (ASTM D2974)	\$ 135.00
<b>Atterberg Limits / Swell Tests</b>	
Plasticity Index (ASTM D4318)	\$ 216.00
Shrinkage Limits of Soils (ASTM D427)	\$ 201.00
Expansion Index of Soils (UBC No. 29)	\$ 232.00
<b>Moisture Density Test</b>	
Tube Density	\$ 49.00
Moisture Content of Soils (ASTM D2216)	\$ 43.00
<b>"R" Value Determination</b>	
R-Value of Soils (CT 301)	\$ 391.00
R-Value of Treated Materials (CT 301)	\$ 433.00
<b>Consolidation Tests</b>	
Consolidation (ASTM D2435)	\$ 412.00
Consolidation , Extra Points (ASTM D2435)	\$ 55.00
Collapse Potential of Soils (ASTM D2435)	\$ 201.00
Remolded Consolidation (ASTM D2435)	\$ 350.00
One-Dimen Swell of Soil (ASTM D4546)	\$ 129.00
<b>California Bearing Ratio (CBR)</b>	
CBR at 100% (ASTM D1883 or AASHTO T-180)	\$ 505.00
CBR at 95% (ASTM D1883 or AASHTO T-180)	\$ 979.00
<b>Permeability Tests</b>	
Rigid Wall Permeability (ASTM D2434)	\$ 278.00
Flexible Wall Permeability (ASTM D5084)	\$ 433.00
Remolded Flexwall Perm (ASTM D5084)	\$ 551.00
<b>Soil Corrosivity Tests</b>	
Minimum Resistivity of Soils (CT 643)	\$ 139.00
pH	\$ 65.00
Soluble Sulfate, Chloride and Sulfide	\$ 129.00
Oxidation Reduction of Soil	\$ 55.00
<b>Soil Cement Tests</b>	
Freeze Thaw Abrasion (ASTM D560)	\$ 618.00
Wetting-Drying Abrasion (ASTM D559)	\$ 587.00
Preparation of Freeze-Thaw or Wetting-Drying Tests	\$ 742.00
Soil Cement Compression (ASTM D1633)	\$ 237.00
Cement Content Soil Cement (ASTM C1084)	\$ 237.00
<b>Other</b>	
Sample Preparation	\$ 65.00
Crumb Test Dispersion (ASTM D6572)	\$ 77.00
Pinhole Dispersion Test (ASTM)	\$ 247.00
Sand Density Calibration (ASTM D1566)	\$ 92.00
<b>Unconfined Compression</b>	
Unconfined Compression (ASTM D2166)	\$ 124.00
<b>Shear Tests</b>	
Direct Shear, Undisturbed (ASTM D3080)	\$ 216.00
Direct Shear, Remolded (ASTM D3080)	\$ 258.00
Triaxial Compression Testing	QUOTE

# EXHIBIT B - HOURLY RATES

## BSK Associates - July 1, 2018 to June 30, 2019 Prevailing Wage Schedule of Fees

<b>MATERIALS LABORATORY TESTS</b>	
<b>AGGREGATES</b>	
Sieve Analysis Coarse or Fine (ASTM C136)	\$ 82.00
Sieve Analysis w/ Fineness Modulus	\$ 88.00
Minus 200 Wash, Aggregates (ASTM C117)	\$ 82.00
Specific Gravity/Absorption (ASTM C127)	\$ 158.00
Specific Gravity/Absorption (ASTM C128)	\$ 158.00
Organic Impurities (ASTM C40)	\$ 82.00
% Lumps/Friable Particles (ASTM C142)	\$ 80.00
% Flat and Elongated (ASTM D4791)	\$ 124.00
Moisture Content (ASTM D2216)	\$ 43.00
Aggregate Wt., pcf Compacted (ASTM C29)	\$ 77.00
Aggregate Wt., pcf Loose (ASTM C29)	\$ 65.00
Abrasion by LA Rattler, Small Size (ASTM C131)	\$ 232.00
Abrasion by LA Rattler, Large Size (ASTM C131)	\$ 283.00
Sodium Sulfate Soundness, Per Sieve (ASTM C88)	\$ 108.00
Sodium Sulfate Soundness, Min. Charge (ASTM C88)	\$ 345.00
Relative Mortar Strength of Sand (ASTM C87)	\$ 422.00
Sand Equivalent (ASTM D2419 OR CT 217-I)	\$ 124.00
Durability Index (CT 229)	\$ 247.00
Potential Reactivity of Aggregates	QUOTE
Cleaness Value of Aggregate (CT 227)	\$ 178.00
Hydrometer (ASTM D422 OR CT 205-E)	\$ 221.00
% Crushed particles (CT 205)	\$ 163.00
Lightweight Pieces (ASTM 123)	\$ 216.00
<b>HOT MIX ASPHALT</b>	
Mix Design, HVEEM	\$ 3,059.00
Mix Design, Marshall	\$ 3,626.00
Hamburg Wheel Track (AASHTO T324)	\$ 2,596.00
Gyratory Compaction (AASHTO T312)	\$ 330.00
AC Content by Centrifuge (ASTM D2172)	\$ 283.00
AC / Ash Correction (ASTM D2172 / CT382)	\$ 283.00
AC Content-Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$ 221.00
Moisture Content of Asphalt (CT 370)	\$ 65.00
Gradation/Extraction Aggregate (ASTM D5444)	\$ 134.00
Film Stripping	\$ 88.00
Compaction/Preparation of HMA Briquette (CT 304)	\$ 216.00
Stabilometer Value (CT 366 / AASHTO T246)	\$ 173.00
AC Core Specific Gravity (ASTM D2726)	\$ 55.00
AC Core Specific Gravity - Paraffin Coated (AASHTO T275)	\$ 151.00
AC Max Density Rice Method (ASTM D2041)	\$ 247.00
Tensile Strength Ratio (AASHTO T283)	\$ 1,082.00
Moisture Vapor Susceptibility (CT 307)	\$ 201.00
AC Surface Abrasion (CT 360)	\$ 494.00
Index Retained Strength (ASTM D1074-D1075)	\$ 443.00
AC Hveem Maximum Density (CT 375)	\$ 443.00
Marshall Stability and Flow (ASTM D6927)	\$ 247.00
Calculated AC Maximum Density (CT 367)	\$ 98.00
Marshall Maximum Density, 50 Blows (ASTM D6926)	\$ 288.00
Examination of AC Cores	\$ 33.00
Thickness Determination of AC Cores	\$ 22.00
AC Tensile-Strength Premixed ASTM D4867	\$ 639.00
AC Tensile-Strength Lab Mixed ASTM D4867	\$ 752.00
<b>REINFORCING STEEL</b>	
Tensile & Bend of Rebar, #3 - #8	\$ 146.00
Tensile & Bend of Rebar, #9 - #11	\$ 146.00
Bend Test of Rebar	\$ 60.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 211.00
Tension Test of Welded Wire Fabric	QUOTE
Bend Test of Welded Wire Fabric	QUOTE
Weld Shear Test, Welded Wire Fabric	QUOTE
PT Cable Tensile and Elongation (ASTM A416 or A421)	\$ 268.00
PT Cable Preparation	QUOTE
<b>WOOD PRODUCTS</b>	
Specific Gravity and Shrinkage (ASTM D143)	\$ 113.00
Moisture Content, Oven Dry (ASTM D2016, Method A)	\$ 48.00
Moisture Content, Meter (ASTM D2016, Method B)	\$ 33.00
Plywood Glue Shear Test (ASTM D805)	QUOTE
Moisture Absorption of Plywood (ASTM D805)	\$ 77.00
<b>GALVANIZED COATINGS</b>	
Wt. of Galvanized Coating (ASTM A 90)	\$ 98.00
<b>CONCRETE</b>	
Cement Content Concrete (ASTM C1084)	\$ 371.00
Chemical Test (ASTM C150)	QUOTE
Set Times Cement-Vicat Needle (ASTM C191)	\$ 309.00
Specific Gravity of Hydraulic Cement (ASTM C191)	\$ 149.00
Lineal Shrinkage Set of 3 (ASTM C157)	\$ 391.00
Compression Test of Concrete - 1 (ASTM C39)	\$ 33.00
Compression Test of Concrete - 4 (ASTM C39)	\$ 134.00
Compression Test of Core (ASTM C42)	\$ 60.00
Preparation of Specimens, Sawing	\$ 67.00
Compressive Strength of Shotcrete Panel	\$ 314.00
Proportion of Cement in Concrete (ASTM C85)	\$ 345.00
Flexural Test Per Beam (ASTM C78)	\$ 88.00
Splitting Tensile Strength of Concrete (ASTM C496)	\$ 88.00
Unit Weight Lt Wt Concrete (ASTM C567)	\$ 55.00
"AZ" Test-Reinforced Concrete Pipe "Life Factor"	\$ 77.00
9 Pt Core Measurements, Each (ASTM C174)	\$ 33.00
Compressive Strength of Gunite	\$ 60.00
Concrete Trial Batches	QUOTE
Unit Weight & Abs Concrete (ASTM D642)	\$ 124.00
Accelerated Curing of Concrete (ASTM C684)	\$ 247.00
Cylinder Molds (each)	\$ 7.00
Storage of Concrete Cylinders for more than 45 Days	\$ 57.00
RH Probe	\$ 57.00
Calcium Chloride Kit	\$ 38.00
Mixing Water (pH, elec. conductance, chloride, sulfate)	\$ 98.00
Contact Soil (pH, elec. conductance, chloride, sulfate)	\$ 118.00
<b>MASONRY</b>	
<b>Concrete Masonry Units Testing (ASTM C90)</b>	
Compression Test Pavers, Single	\$ 76.00
Compression Test Compos Composit CMU Prism	\$ 163.00
Specific Gravity and Unit Weight	\$ 113.00
Moisture Content	\$ 52.00
Compression Test, Masonry Units (ASTM C140)	\$ 103.00
Absorption / Moisture Content (ASTM C140)	\$ 103.00
Linear Shrinkage (ASTM C426)	\$ 397.00
Masonry Core Shear Test (Title 24)	\$ 108.00
Masonry Core Compression/Shear Test (Title 24)	\$ 185.00
Compression Test Brick, Each (ASTM C67)	\$ 77.00
Absorption/ Unit Wt. of Brick (ASTM C67)	\$ 77.00
Compression Test Grout (Set of 3 or 4)	\$ 118.00
Compression Test Mortar (Set of 3 or 4)	\$ 108.00
<b>WELDING AND STRUCTURAL STEEL</b>	
<b>Welder Qualification Testing</b>	
Welder / Procedure Welder Qualification Testing	QUOTE
Face Bend of Steel	\$ 60.00
Root Bend of Weld Coupon	\$ 60.00
Side Bend of Weld Coupon	\$ 60.00
Tensile Test of Steel Coupon	\$ 82.00
Bend Test of Steel Coupon	\$ 70.00
Machining Charges (Per Coupon)	QUOTE
Brinell Hardness of Steel (ASTM E10)	\$ 98.00
Rockwell Hardness of Steel (ASTM E18)	\$ 98.00
Bolt Ultimate Load	\$ 139.00
Bolt Hardness (set of 3)	\$ 98.00
Nut Hardness (set of 3)	\$ 98.00
Washer Hardness (set of 3)	\$ 98.00
Proof Loading, bolt or nut	\$ 139.00
<b>FIREPROOFING</b>	
Cohesion/Adhesion Fireproofing Materials	\$ 124.00
Dry Density Fireproofing (ASTM E605)	\$ 93.00
<b>CALIBRATION</b>	
Torque Wrench	\$ 168.00
Hydraulic Jack	\$ 158.00
<b>Glue-Laminated Timbers</b>	
Finger Joint Tension Test (AITC Test 106)	\$ 58.00
Bending Test for End Joints (AITC Test 105)	\$ 58.00
Adhesive Spread Measurement (AITC Test 102)	\$ 58.00
Moisture Content and Specific Gravity (AITC Test 111)	\$ 79.00

**Escalation:** The billing rates presented herein will be increased by 3% annually on July 1st of each year subsequent to the execution of an agreement.



RESOLUTION 2018-\_\_\_\_\_

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BSK ASSOCIATES INC., OF LIVERMORE, CALIFORNIA FOR MATERIAL TESTING SERVICES FOR THE TRACY RECYCLED WATER MAINS AND WWTP PUMP STATION PROJECT, CIP 74091 (STATE PROJECT: CITY OF TRACY RECYCLED WATER PROJECT AGREEMENT NUMBER 4600011424)

WHEREAS, The California Department of Water Resources has awarded a Proposition 84 Grant to the City in the amount of \$18 million with \$6 million in matching funds from the City for a Recycled Water Project, CIP 74091 (State Project: City of Tracy Recycled Water Project Agreement No. 4600011424) (hereinafter "Project"), and

WHEREAS, A construction contract was awarded by City Council for the Project at its meeting of October 16, 2018, and

WHEREAS, The Project requires material testing services to ensure the materials installed by the contractor meet the project specifications and requirements, and

WHEREAS, Staff issued a Request For Proposal in accordance with the Tracy Municipal Code, Section 2.20.140, on November 8, 2018. A "Notice of Request for Proposals" was posted on the City of Tracy's website, and

WHEREAS, The City received eight proposals on November 28, 2018, After review and evaluation of the proposals, BSK Associates Inc. of Livermore , California, was found to be the most qualified consultant to provide the necessary services, and

WHEREAS, Due to the financial size and scope of the Project, the City intends to issue tax-exempt Wastewater bonds (the "Bonds") in a principal amount not to exceed \$40M to pay the costs of acquisition and construction of the Project, including material testing, and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure, and

WHEREAS, Staff expects to pay certain costs of the Project prior to the date of issuance of the Bonds and to use a portion of the proceeds of the Bonds to reimburse those expenditures;

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

1. The City Council hereby approves a Professional Services Agreement with BSK Associates Inc. of Livermore, California for material testing services for the Tracy Recycled Water Transmission Mains and WWTP Pump Station Project, CIP 74091 (State Project: City of

Tracy Recycled Water Project Agreement No. 4600011424) for a not-to-exceed amount of \$212,045.

2. The City Council hereby declares its intent to issue the Bonds.

3. The City hereby declares that it reasonably expects (i) to pay certain costs of the Project prior to the date of issuance of the Bonds and (ii) to use a portion of the proceeds of the Bonds for reimbursement of expenditures for the Project that are paid before the date of issuance of the Bonds.

\*\*\*\*\*

The foregoing Resolution 2018-\_\_\_\_\_ was adopted by Tracy City Council on the 18<sup>th</sup> day of December, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

AGENDA ITEM 1.K

REQUEST

**APPROVE A PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF TRACY AND MERITAGE HOMES OF CALIFORNIA, INC. FOR DEVELOPMENT OF GRETCHEN TALLEY PARK PHASE III, CIP 78170**

EXECUTIVE SUMMARY

Gretchen Talley Park Phase III has been a pending Parks Master Plan Capital Improvement Project (CIP) for several years. The 4.7-acre undeveloped land (APN 242-040-49) , designated in the City's General Plan as a park, is located to the west of the current park and has been owned by Meritage Homes of California, Inc.

The CIP involves land acquisition of the 4.7-acre parcel, as well as design and construction of a park. The property still needs to be acquired by the City prior to developing the park. Meritage Homes recently contacted City staff with this offer to sell the property. Staff has prepared the terms and conditions of the agreement and are requesting Council approve the agreement.

DISCUSSION

Gretchen Talley Park Phase III has been a pending Parks Master Plan Capital Improvement Project (CIP) for several years. The 4.7-acre undeveloped land (APN 242-040-49) , designated in the City's General Plan as a park, is located immediately adjacent to the west of the current park and has been owned by Meritage Homes of California, Inc.

The Parks Master Plan calls for the City to develop the 4.7-acre parcel in order to complement the existing park and add a community park to this central part of Tracy. This area is underserved for community parks and with expansion it can provide access to additional neighborhood-based recreation opportunities. The property has remained undeveloped over several years due to the timing of the construction of additional infill residential projects. Over those years, the City has collected developer fees in order to purchase the site. The City continues to collect funds for the design and construction of the park. However, the purchase is needed in order to start the design of the park. Design of the park will begin once the purchase is completed.

The City of Tracy General Plan designation for the entire, approximately 11.2-acre site is Park. The General Plan anticipates specific land uses that may be included in the Park designation such as active playing fields, parks and recreation facilities, urban parks and plazas, bicycle and walking trails, or other passive or active recreational uses, open space, or public facilities. The proposal to purchase and develop the site as a park is consistent with the development density established by the General Plan, for which an Environmental Impact Report was certified on February 1, 2011 (SCH# 2008092006). Therefore, in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15183, no further CEQA documentation is required.

Staff recently received an offer to sell the property from Meritage Homes and has prepared the attached agreement for Council approval. Meritage is requesting to sell the property prior to the end of the calendar year and made an offer of \$470,000, which is well below the appraised value. The sale price is consistent with the per acre fee (\$100k per acre) in the City's 2013 Parks Master Plan for land acquisition costs. Title fees will be split and staff has budgeted \$30,000 for the City's share.

#### STRATEGIC PLAN

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

#### FISCAL IMPACT

The cost of this land acquisition will require funds be allocated from Fund 311 – Infill Parks in the amount of \$500,000 into Gretchen Talley Park Phase III, CIP 78170.

#### RECOMENDATION

That City Council, by resolution, approve a real property purchase agreement and between the City of Tracy and Meritage Homes of California, Inc. for development of Gretchen Talley Park Phase III, CIP 78170.

Prepared by: Richard Joaquin, Parks Planning and Development Manager

Reviewed by: Brian MacDonald, Parks and Recreation Director  
Karin Schnaider, Finance Director  
Andrew Malik, Assistant City Manager

Approved by: Randall Bradley, City Manager

#### ATTACHMENTS:

A: Property Purchase Agreement

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (this “Agreement”) is made and entered into as of December \_\_\_\_, 2018 (the “Effective Date”), by and between MERITAGE HOMES OF CALIFORNIA, INC., a California corporation (“Seller”), and CITY OF TRACY, a municipal corporation (“Buyer”).

**RECITALS:**

A. Seller is the owner of certain real property described herein below located in the City of Tracy (the “City”), San Joaquin County (“County”) California, together with any and all improvements located thereon (collectively, the “Real Property”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property (as defined below) on the following terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. **Sale**. Seller hereby agrees to sell and deliver, or cause to be sold and delivered, to Buyer and Buyer hereby agrees to purchase from Seller, subject and pursuant to the provisions of this Agreement, all of Seller’s interest in the Real Property legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”).

2. **Purchase Price; Payment of Purchase Price**. The purchase price for the Property (collectively, the “Purchase Price”) shall be an amount equal to the sum of Four Hundred and Seventy Thousand Dollars (\$470,000.00), plus or minus prorations as set forth in **Section 12** below.

(a) **Deposit**. No later than 5:00 p.m. (California Time) on the date that is three (3) Business Days following the date on which this Agreement is executed and delivered by Buyer and Seller, Buyer shall deposit into Escrow, the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the “Deposit”) cash. Escrow Holder (as defined below) shall place the Deposit and any other funds deposited by Buyer into Escrow (as defined below) in an interest-bearing account. If Escrow Holder does not receive the Deposit by the time and date stated above in this **Section 2(a)** then Seller may, in its discretion, terminate this Agreement by written notice to Escrow Holder and Buyer, in which event the provisions of **Section 7(b)** below shall apply. Upon deposit into Escrow, the Deposit shall be non-refundable except as expressly set forth herein.

(b) **Independent Consideration**. Buyer shall deliver to Seller, concurrently with and in addition to delivery of the Deposit, One Hundred and No/100 Dollars (\$100.00) (referred to herein as the “Legal Consideration”). The Legal Consideration shall be non-refundable to Buyer and earned and payable to Seller as independent consideration for the rights extended to Buyer under this Agreement including, but not limited to, the Buyer’s right to terminate this Agreement as provided herein. The Legal Consideration shall be applicable towards the Purchase Price.

(c) **Payment of Purchase Price**. At Closing, Buyer will deliver in to Escrow cash or immediately available funds the Purchase Price and all of Buyer’s share of costs to be paid and pro-rations to be made pursuant to Section 11 and Section 12.

3. **Opening and Close of Escrow.**

(a) **Opening of Escrow.** Upon execution and delivery of this Agreement by each party, Buyer and Seller shall open an escrow (the “Escrow”) with First American Title Insurance Company, telephone: (925) 738-4050, facsimile: (866) 648-7806, email: dburton@firstam.com (“Escrow Holder”) by depositing with Escrow Holder a fully executed counterpart of this Agreement for use as escrow instructions, and Escrow Holder shall execute the consent of Escrow Holder which appears at the end of this Agreement and deliver a fully executed consent to Seller and Buyer. Escrow Holder’s receipt of a fully executed Agreement by fax, electronic transmission or otherwise and Escrow Holder’s execution of the attached consent shall constitute the “Opening of Escrow.”

Escrow Holder shall notify Buyer and Seller, in writing, of the date of Opening of Escrow. Buyer and Seller agree to execute, deliver and be bound by any reasonable and customary supplemental instructions that may reasonably be requested by Escrow Holder to consummate the transaction contemplated hereby; provided, however, that such supplemental instructions shall be consistent with and shall not supersede this Agreement and in all cases this Agreement shall control.

(b) **Close of Escrow.** For purposes of this Agreement, the “Close of Escrow” or the “Closing” shall mean the closing of the purchase and sale of the Property in accordance with this Agreement. The Close of Escrow shall occur on December 28, 2018 (the “Closing Date”) unless otherwise agreed to in writing by Seller and Buyer.

4. **Possession.** Possession of the Property shall be delivered to Buyer on the Closing Date subject to the Buyer deliveries set forth in Section 10(b).

5. **Condition of Title.** Title to the Real Property shall be conveyed to Buyer by the Deed (defined in Section 10(a)(i) below) subject to the following conditions of title (the “Permitted Exceptions”):

- (a) The preprinted standard exceptions in the Title Policy (as hereinafter defined);
- (b) Non-delinquent real property taxes and special assessments, which are a lien not yet due or payable;
- (c) Supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code;
- (d) Zoning and other regulatory laws and ordinances affecting the Property;
- (e) Any matters which would be disclosed by an accurate survey or physical inspection of the Property; and
- (f) Matters arising from Buyer’s actions or created by Buyer or with the consent of Buyer.

Promptly following the Opening of Escrow, if not already provided, First American Title Insurance Company (“Title Company”) shall deliver to Buyer a preliminary title report covering the Property, together with copies of all documents referenced therein (collectively, the “Title Report”). Except as expressly provided in Section 13(b) hereof, Seller makes no representations or warranties,

express or implied, written or oral, with respect to (i) the condition of title to the Property, (ii) the Title Company, or (iii) the correctness, accuracy or completeness of the Title Report, and Buyer hereby agrees, with respect to any and all matters relating to the condition of title to the Property, to rely solely on (A) Buyer's examination of the Title Documents and on Buyer's other review and investigation of the condition of title to the Property, (B) the Title Company, and (C) the Title Policy. Promptly after the Close of Escrow, Title Company shall issue to Buyer either a standard form of CLTA owner's policy of title insurance (the "Title Policy"), dated as of the Close of Escrow, with liability limits equal to the Purchase Price and showing title to the Real Property vested in Buyer subject only to the Permitted Exceptions. Subject to Section 9(a)(ii) below, neither the actual issuance of the Title Policy nor Buyer's preparation of a survey related thereto shall delay or excuse Buyer's obligation to close the purchase of the Property under this Agreement. Each of Buyer and Seller agrees to reasonably cooperate in connection with obtaining Title Company's commitment to issue the Title Policy; provided, however, that Seller shall have no obligation to provide any indemnity or agreement to the Title Company or Buyer to support the issuance of the Title Policy or any endorsements thereto other than an affidavit as to the nonexistence of tenants of the Property that will survive the Closing and to address any mechanics' liens or materialmen's liens encumbering all or any portion of the Property due to the activities of Seller, its agents, employees, or contractors. Upon the Close of Escrow, Seller shall cause Title Company to issue the Title Policy providing for CLTA standard coverage.

6. **Delivery of Documents.** Buyer acknowledges and agrees that Seller has previously delivered or made available to Buyer the documents and materials relating to the Property listed on **Exhibit B** attached hereto and incorporated herein by this reference (the "Documents and Materials"). Seller makes no representation or warranty whatsoever, express or implied, as to the completeness, content or accuracy of the Documents and Materials; and (b) Buyer shall have sole responsibility for independently verifying the Documents and Materials. Except as expressly provided in this Agreement, Seller shall not be obligated to obtain and/or compile any reports but shall only be obligated to provide Buyer access to the Documents and Materials. Except with respect to any breach of a representation or warranty contained in Section 13(b), Buyer specifically releases Seller from all claims, demands, actions, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorneys' fees), whether known or unknown, fixed or contingent, liquidated or unliquidated, asserted against or incurred by Buyer by reason of the information contained in, or that was inadvertently omitted from, the Documents and Materials. The release contained in this Section shall survive the Close of Escrow and the termination of this Agreement.

7. **Inspection.** During the course of the Escrow conduct a non-invasive physical inspection of the Property, including the environmental condition thereof (collectively, the "Studies"). Buyer shall not be entitled to perform any invasive testing on the Property or to take any other action which might damage the Property, without Seller's written consent (to be given or withheld in Seller's sole discretion). If any damage occurs on the Property as a result of the Studies or any activities upon the Property by Buyer or any of Buyer's Agents (as hereinafter defined), Buyer shall promptly restore the Property to the condition that existed prior to the commencement of the Studies or such other activities, ordinary wear and tear excepted, at Buyer's sole cost and expense, and shall indemnify the Seller as hereinafter set forth. Seller agrees that, throughout the Escrow period, Buyer and its surveyors, attorneys, architects, engineers, auditors and other experts and representatives (collectively, "Buyer's Agents") will have reasonable access to the Property for the purpose of conducting the Studies. Buyer agrees that Seller may have a representative present at any inspection or other entry upon the Property by Buyer or any of Buyer's Agents. In addition to the foregoing, (a) Buyer shall provide Seller twenty-four (24) hours' prior notice of each entry upon the Property; (b) each entry upon the Property shall take place during normal business hours; (c) each entry by Buyer or Buyer's Agents shall be at Buyer's sole risk and expense; (d) Buyer agrees not to perform any biological studies concerning the Property (i.e., studies of plant and/or animal life existing on the Real Property) without Seller's prior written consent, which consent may be given or

withheld in Seller's sole and absolute discretion; and (e) Buyer shall at all times during this Agreement keep the Property free and clear of mechanics' liens, *lis pendens* and other liens arising out of its entry upon and inspection of the Property. Buyer shall protect, indemnify, defend (with counsel reasonably acceptable to Seller) and hold harmless the Property, Seller and its officers, directors, shareholders, participants, partners, members, managers, affiliates, employees, representatives, invitees, agents and contractors free and from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including without limitation reasonable attorneys' fees, reasonable expert fees and court costs (collectively, "Claims"), resulting from access to or inspection of the Property by Buyer or any of Buyer's Agents, including, without limitation, repairing any and all damages to any portion of the Real Property arising out of or related (directly or indirectly) to Buyer's conducting such inspections, except to the extent such Claims are caused solely by the willful misconduct or gross negligence of Seller. Buyer's indemnification obligations set forth herein shall survive the Closing and shall not be merged with the Deed, and shall survive the termination of this Agreement and Escrow. Buyer shall maintain comprehensive liability insurance coverage with policy limits in an amount of at least Two Million Dollars (\$2,000,000) and workers' compensation insurance coverage as required by law, and will require any of its contractors that will enter the Property to maintain such insurance coverage.

8. **Intentionally Omitted.**

9. **Intentionally Omitted.**

10. **Closing Deliverables.**

(a) As a condition to Close of Escrow, Seller shall deliver to Escrow Holder the following documents at least one (1) business day prior to the Closing Date (with copies of the documents delivered to Buyer not less than three (3) days prior to the Closing Date):

(i) A Grant Deed in the form of **Exhibit C** attached hereto and incorporated herein by this reference (the "Deed"), duly executed by Seller and acknowledged.

(ii) A Certificate of Non-Foreign Status executed by Seller.

(iii) Any additional funds and instruments (executed by Seller and acknowledged, if appropriate) as may be necessary to comply with this Agreement.

(b) As a condition to Close of Escrow, Buyer shall deliver to the Escrow Holder the following at least one (1) business day prior to the Closing Date (with copies of the documents delivered to Seller not less than three (3) days prior to the Closing Date):

(i) Cash equal to the Purchase Price and Buyer's share of costs to be paid and pro-rations to be made pursuant to Section 11 and Section 12 below by wire transfer of good federal funds to Escrow Holder; and

(ii) Any additional funds and instruments (executed by Buyer and acknowledged, if appropriate) as may be necessary to comply with this Agreement.

(c) Upon satisfaction of all conditions and closing requirements set forth herein, Escrow Holder shall:



(i) Cause the Deed to be recorded in the office of the County Recorder for the County of San Joaquin, State of California and deliver a conformed copy to the parties;

(ii) Pay from the Buyer's funds Buyer's share of any closing costs and prorations;

(iii) Pay from funds held for Seller's account Seller's share of any closing costs and prorations and any deeds of trust, mortgages or other monetary liens;

(iv) Remit to Seller the remaining funds held for Seller's account; and

(v) Deliver an original of the Title Policy to Buyer.

(d) Real Estate Reporting. Escrow Holder is designated the "real estate reporting person" for purposes of section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Holder shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Holder shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

11. **Transaction Costs.** Buyer and Seller shall each pay one-half of Escrow Holder's escrow fees for the Escrow. Seller shall bear the cost of all documentary transfer taxes and any other City or County transfer taxes, as well as the cost of the CLTA standard owner's title policy or equivalent described in Section 5 above. Buyer shall bear the cost of an upgrade to an ALTA Title Policy, including but not limited to the costs incurred for any endorsements (except for endorsements required for Seller to cure an Unpermitted Exception), and/or any ALTA survey. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. All recording costs or fees and all other costs or expenses not otherwise provided for in this Agreement shall be apportioned or allocated between Buyer and Seller in the manner customary in the County. Buyer shall be responsible for the costs of Buyer's own due diligence activities, including, but not limited to, fees for the Studies. Notwithstanding anything to the contrary set forth in this Agreement, if, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer and Seller shall each pay one-half of all of Escrow Holder's fees and charges.

12. **Prorations.** Subject to the following provisions, all items of income and expense relating to the Property shall be apportioned between Buyer and Seller on an accrual basis, as of 12:01 a.m. (California Time) as of the Close of Escrow:

(a) Taxes. All non-delinquent general real estate, ad valorem, personal property and use taxes and assessments accruing with respect to the Property (collectively, "Taxes") shall be prorated based on a 30-day month and a 360-day year as of the Close of Escrow based on the actual current tax bills. All delinquent Taxes, if any, on the Property shall be paid upon the Close of Escrow from funds accruing to Seller. All supplemental Taxes billed after the Close of Escrow for periods prior to the Close of Escrow shall be forwarded to and paid by Seller promptly following receipt of same. In no event shall Seller be charged with or be responsible for any increase in the Taxes on the Property resulting from the sale of the Property to Buyer.

(b) Refunds. Seller shall be entitled to retain the full amount of any Tax refund with respect to the Property received by Buyer or Seller after the Close of Escrow and attributable to any period prior to the Close of Escrow. Buyer shall promptly deliver the full amount of such Tax refund to Seller if it is received by Buyer and relates to a period prior to the Close of Escrow.

If Buyer seeks and receives a refund of Taxes which covers payments made by Buyer following the Close of Escrow for a tax period prorated pursuant to this Section, then from such refund Buyer shall first deduct the amount of its reasonable out-of-pocket costs in seeking such refund and the remainder of such refund shall be prorated and allocated between Seller and Buyer, as of the Close of Escrow and, within a reasonable time following receipt of such refund, Buyer shall pay over to Seller the portion of such refund allocated and prorated to Seller's credit and account.

The prorations and payments shall be made on the basis of a schedule of expenses, prorations and adjustments (the "Proration and Expense Schedule") approved by Buyer and Seller prior to the Closing Date. In the event any prorations or apportionments made under this Section shall prove to be incorrect for any reason, then either party shall be entitled to an adjustment to correct the same. Any item which cannot be finally prorated at the Close of Escrow because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and prorated when the information is available. Payment from Buyer to Seller, or *vice versa*, as applicable, to correct the estimated proration and adjustment, shall be made with respect to such item within ten (10) days following the determination of the final proration of such item. If any item becomes known after the Close of Escrow that should have been prorated and adjusted pursuant to this Section, then such item shall be adjusted and prorated pursuant to this Section. Payment from Buyer to Seller, or *vice versa*, as applicable, shall be made with respect thereto, within ten (10) days after such item becomes known. All prorations for the calendar month in which the Close of Escrow occurs shall be prorated for said month based upon the actual number of days in such month. The provisions of this Section shall survive the Close of Escrow.

13. **Representations and Warranties.**

(a) Buyer hereby represents and warrants to Seller as follows:

(i) Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of California. Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto. The persons executing this Agreement on behalf of Buyer have the right, power and authority to do so.

(ii) The consummation of this transaction shall constitute Buyer's acknowledgment that it has independently inspected and investigated the Property and has made and closed the transaction contemplated hereby based upon such inspection and investigation and its own examination of the condition of the Property.

(b) Seller hereby represents and warrants to Buyer as follows:

(i) Seller is a California corporation, duly organized, validly existing and in good standing under the laws of California. Subject to receipt of Seller's internal land committee, Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto. The persons executing this Agreement on behalf of Seller have the right, power and authority to do so.

(ii) To Seller's actual knowledge, there is no litigation or legal proceeding pending or threatened in writing against Seller relating to the Property that could reasonably be expected to adversely affect Seller's ability to perform its obligations hereunder.

When used in this Agreement, the term “to Seller’s actual knowledge” or similar words shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge, without independent investigation or inquiry of any kind and without the obligation to undertake any such investigations or inquiry, of Nicholas Arenson, not personally, but solely in his capacity as an agent of Seller (and not in his capacity as an agent or officer of any affiliate of Seller). Notwithstanding anything to the contrary set forth in this Agreement, the foregoing individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller’s representations and/or warranties herein being or becoming untrue, inaccurate or incomplete.

(c) In the event that, prior to Closing, Seller discovers that, as of Closing, any representation or warranty of Seller is or will be inaccurate, untrue or incorrect in any material respect, Seller shall give Buyer one or more notices of any modifications (each, a “Seller Statement of Modification”) to the representations and warranties of Seller set forth in this Agreement within five (5) business days after discovering such inaccuracy (but in any event, prior to Closing). In the event of any Seller Statement of Modification concerning a matter which materially adversely affects the development of the Property by Buyer as contemplated by this Agreement, Buyer shall have the right, exercisable not more than three (3) business days after its receipt of the Seller Statement of Modification, to terminate this Agreement, whereupon the Deposit shall be returned to Buyer and, except as otherwise expressly provided herein to the contrary, neither party hereto shall have any further rights or liabilities under this Agreement. In the event Buyer fails to timely elect to terminate this Agreement in accordance with preceding sentence, Buyer shall be deemed to have waived any claim against Seller arising out of or related to the information disclosed and proceed with the transaction, in which case the representation or warranty shall be deemed modified as necessary to conform with the additional information disclosed to Buyer in the Seller Statement of Modification.

The provisions of this Section 13 shall survive the Closing for a period of six (6) months (the “Survival Period”). Buyer and Seller acknowledge and agree that the representations and warranties set forth herein are an integral part of this Agreement and that neither party would have agreed to enter into the transaction contemplated by this Agreement without such representations and warranties.

14. **AS-IS, RELEASE.** BUYER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY BASED SOLELY UPON BUYER’S REVIEW, INSPECTION AND INVESTIGATION OF THE PROPERTY AND ALL DOCUMENTS AND MATERIALS RELATED THERETO, OR ITS OPPORTUNITY TO DO SO, AND THAT BUYER IS PURCHASING THE PROPERTY IN ITS “AS IS” “WHERE IS” AND “WITH ALL FAULTS” CONDITION, WITHOUT ANY RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE. BUYER ACKNOWLEDGES THAT IT WILL HAVE ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY, AND THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL RELY EXCLUSIVELY ON ITS OWN INVESTIGATION OF THE PROPERTY, AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. BUYER FURTHER AGREES THAT IS PURCHASING THE PROPERTY, AND SHALL ACCEPT THE PROPERTY, WITHOUT ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION AS TO THE: (A) VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY; (B) INCOME DERIVED FROM THE PROPERTY; (C) MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (D) COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATIONS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION ANY OF THE FOREGOING RELATING TO

ZONING, LAND USE OR ENVIRONMENTAL REQUIREMENTS; (E) MANNER OR QUALITY OF CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (F) MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (G) THE ENVIRONMENTAL CONDITION OF THE PROPERTY; (H) ABILITY TO DEVELOP THE PROPERTY OR ANY RESTRICTIONS ON DEVELOPMENT; (I) THE SQUARE FOOTAGE OF THE PROPERTY; (J) ANY IMPROVEMENTS AND INFRASTRUCTURE, DEVELOPMENT RIGHTS, EXACTIONS AND EXPENSES ASSOCIATED WITH THE PROPERTY; (K) TAXES, ASSESSMENTS, BONDS, PERMISSIBLE USES, TITLE EXCEPTIONS, WATER OR WATER RIGHTS, TOPOGRAPHY, AVAILABILITY OF UTILITIES, OR THE ZONING OF THE PROPERTY; (L) SOIL, SUBSOIL, GEOLOGY, OR DRAINAGE OF THE REAL PROPERTY OR ITS COMPLIANCE WITH ANY ENVIRONMENTAL OR BUILDING LAWS, RULES OR REGULATIONS; (M) THE EXISTENCE OF ANY FLOOD PLAIN, FLOODWAY, FLOOD HAZARD AREA, SPECIAL STUDIES ZONE, SEISMIC SAFETY ZONE, OR GEOLOGICAL FAULT AFFECTING THE PROPERTY; (N) ANY EASEMENT, RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, COVENANT OR RESTRICTION BENEFITING, BURDENING OR OTHERWISE AFFECTING THE PROPERTY; (O) THE ACCESS TO THE PROPERTY BY PUBLIC ROAD OR OTHERWISE; (P) THE ADEQUACY OF SUFFICIENCY OF ANY ENTITLEMENTS OR LAND USE DESIGNATION FOR BUYER'S INTENDED USE OF THE PROPERTY OR THE EFFECTS OR IMPACTS OF ANY CONDITIONS OF APPROVAL OF SAME; OR (Q) ANY OTHER MATTER REGARDING THE CONDITION OF THE PROPERTY, AND SELLER EXPRESSLY DISCLAIMS EACH AND EVERY SUCH OTHER REPRESENTATION AND WARRANTY. BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH OTHER REPRESENTATIONS HAVE BEEN MADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, AND EXCEPT FOR ANY CLAIM OF A BREACH BY SELLER OF ANY REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER ON ITS OWN BEHALF AND ON BEHALF OF ITS AGENTS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, RELATED AND AFFILIATED ENTITIES, ATTORNEYS, DIRECT OR INDIRECT OWNERS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY WITH BUYER, THE "BUYER PARTIES") AS OF THE CLOSE OF ESCROW HEREBY FULLY AND IRREVOCABLY RELEASES SELLER, AND SELLER'S AGENTS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, RELATED AND AFFILIATED ENTITIES, ATTORNEYS, DIRECT OR INDIRECT OWNERS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY WITH SELLER, THE "SELLER PARTIES") FROM ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED, THAT THE BUYER PARTIES HAVE, MAY HAVE OR MAY HEREAFTER ACQUIRE AGAINST THE SELLER PARTIES ARISING FROM OR RELATED TO ANY MATTER OF ANY NATURE RELATING TO (A) ANY PAST, PRESENT OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS ON, UNDER, ABOUT OR IN THE VICINITY OF OR MIGRATING ONTO OR FROM THE PROPERTY (INCLUDING, WITHOUT LIMITATION, IN THE GROUNDWATER UNDERLYING THE PROPERTY) OR ANY PAST, PRESENT OR FUTURE VIOLATIONS OF ANY ENVIRONMENTAL LAWS; (B) THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY LATENT OR PATENT DEFECTS, ERRORS OR OMISSIONS, COMPLIANCE WITH LAW, AND ENVIRONMENTAL MATTERS WITHIN, UNDER OR UPON, OR IN THE VICINITY OF THE PROPERTY, (C) ANY STATUTORY OR COMMON LAW RIGHT BUYER MAY HAVE TO RECEIVE DISCLOSURES FROM SELLER, INCLUDING, WITHOUT LIMITATION, ANY DISCLOSURES AS TO THE PROPERTY'S LOCATION WITHIN AREAS DESIGNATED AS SUBJECT TO FLOODING, FIRE, SEISMIC OR EARTHQUAKE RISKS BY ANY FEDERAL, STATE OR LOCAL ENTITY, THE NEED TO OBTAIN FLOOD INSURANCE AND/OR THE ADVISABILITY OF OBTAINING TITLE INSURANCE, (D) BUYER'S ABILITY OR INABILITY

TO OBTAIN OR MAINTAIN ANY ENTITLEMENTS, COMPLY WITH ANY CONDITIONS OF APPROVAL RELATING TO ENTITLEMENTS, BUILDING OR GRADING PERMITS, BONDING, ZONING OR DENSITY MODIFICATIONS, OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY; (E) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY; (F) THE ABILITY TO DEVELOP, SELL OR LEASE THE PROPERTY; (G) THE TAXES NOW OR HEREAFTER PAYABLE THEREON; (H) THE CONTENT, TRUTH OR ACCURACY OF THE INFORMATION SET FORTH IN THE DOCUMENTS AND MATERIALS, OR (H) ANY OTHER CONDITION OR CIRCUMSTANCE AFFECTING THE PROPERTY, OR THE FINANCIAL VIABILITY, USE OR OPERATION OF ANY PORTION THEREOF. EXCEPT FOR ANY CLAIM OF A BREACH BY BUYER OF ANY REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST IN ITS FAVOR WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF THE SELLER PARTIES. IN CONNECTION WITH THE GENERAL RELEASE SET FORTH IN THIS SECTION 14, BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

\_\_\_\_\_  
Buyer's Initials

15. **Intentionally Omitted.**

16. **Intentionally Omitted.**

17. **Right, Title or Interest.** No right, title or interest, legal or equitable, in the Property, or any portion thereof shall vest in Buyer until full payment of the Purchase Price has been made and Seller has become obligated to convey the Property to Buyer as provided in this Agreement.

18. **Escrow Cancellation.** If either party defaults with respect to its obligations hereunder, or if Escrow is not in a condition to close by the agreed Closing Date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Escrow Holder shall notify the other party of any such demand. Escrow shall be cancelled upon the signature of the non-defaulting party.

(a) **Charges.** If the Close of Escrow fails to occur due to Seller's default, Seller shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur due to Buyer's default, Buyer shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur for any reason other than the foregoing, Buyer and Seller shall each pay one-half (1/2) of all Escrow cancellation charges and the Deposit shall be returned to Buyer by Escrow Holder, together with all interest earned thereon in Escrow, or by Seller if previously released to Seller, and Escrow Holder shall return any other funds deposited by Buyer into Escrow less Buyer's portion of any

Escrow cancellation charges. "Escrow cancellation charges" means all fees, charges and expenses charged by Escrow Holder as well as all charges related to the services of the Title Company in connection with title matters relating to this Escrow.

(b) Default by Seller. IN THE EVENT SELLER SHALL DEFAULT UNDER ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT PRIOR TO CLOSE OF ESCROW, AND, IF SELLER HAS NOT CURED SUCH BREACH WITHIN TEN (10) DAYS AFTER ITS RECEIPT OF WRITTEN NOTICE OF SUCH BREACH FROM BUYER (WHICH NOTICE AND CURE PROVISION SHALL NOT APPLY IN THE EVENT OF SELLER'S FAILURE TO DEPOSIT OR DELIVER ANY DOCUMENTS PURSUANT TO SECTION 10 ABOVE) AND CLOSE OF ESCROW FAILS TO OCCUR AS RESULT OF SUCH BREACH, THEN SELLER SHALL BE IN DEFAULT UNDER THIS AGREEMENT, AND IN ANY SUCH EVENT, BUYER SHALL HAVE THE RIGHT TO, AS BUYER'S SOLE AND EXCLUSIVE REMEDY, TO ELECT IN A WRITTEN NOTICE DELIVERED TO SELLER NOT LATER THAN TEN (10) DAYS AFTER SUCH BREACH, TO: (I) TO TERMINATE THIS AGREEMENT AND OBTAIN A REFUND OF THE DEPOSIT; OR (II) TO SEEK SPECIFIC PERFORMANCE AGAINST SELLER, PROVIDED THAT BUYER FILES SUIT FOR SPECIFIC PERFORMANCE ON OR BEFORE SIXTY (60) DAYS FOLLOWING THE DATE OF RECEIPT OF BUYER'S NOTICE OF BREACH. THE FAILURE BY BUYER TO TIMELY ELECT IN WRITING TO TERMINATE THIS AGREEMENT SHALL BE DEEMED AN ELECTION NOT TO TERMINATE THIS AGREEMENT. EXCEPT AS OTHERWISE PROVIDED ABOVE: ALL DIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, AND ANY OTHER REMEDY AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED BY BUYER AFTER EXERCISE OF THE REMEDIES PROVIDED IN THIS SECTION 18(b), BUYER SHALL NOT HAVE ANY FURTHER RIGHTS OR REMEDIES AGAINST SELLER, AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT FOR ANY RIGHTS AND OBLIGATIONS THAT EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT. SELLER AND BUYER HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 3389.

\_\_\_\_\_  
Buyer's Initials                      Seller's Initials

(c) Seller's Liquidated Damages if Buyer Defaults. IF PRIOR TO THE CLOSE OF ESCROW BUYER HAS BREACHED ANY OF ITS OBLIGATIONS, COVENANTS, REPRESENTATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS ATTACHED HERETO, THEN IF BUYER HAS NOT CURED SUCH BREACH WITHIN TEN (10) DAYS AFTER ITS RECEIPT OF WRITTEN NOTICE OF SUCH BREACH FROM SELLER (WHICH NOTICE AND CURE PROVISION SHALL NOT APPLY IN THE EVENT OF BUYER'S FAILURE TO DEPOSIT OR DELIVER ANY FUNDS OR DOCUMENTS PURSUANT TO SECTION 2 OR SECTION 10 ABOVE), BUYER SHALL BE DEEMED TO BE IN DEFAULT UNDER THIS AGREEMENT, AND IN ANY SUCH EVENT, THE ESCROW HOLDER MAY BE INSTRUCTED BY SELLER TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREES THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGES BY REASON OF BUYER'S DEFAULT UNDER THIS AGREEMENT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IN THE EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER, AS

SELLER'S SOLE AND EXCLUSIVE REMEDY, "LIQUIDATED DAMAGES" IN AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF THE DEPOSIT PLUS ANY AND ALL ACCRUED INTEREST THEREON, WHICH AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677 AND SHALL NOT CONSTITUTE A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369. THEREFORE, IF BUYER COMMITS A DEFAULT UNDER THIS AGREEMENT, SELLER MAY INSTRUCT THE ESCROW HOLDER TO CANCEL THE ESCROW WHEREUPON ESCROW HOLDER SHALL IMMEDIATELY PAY OVER TO SELLER THE DEPOSIT, IF HELD BY ESCROW HOLDER, TOGETHER WITH ALL INTEREST ACCRUED THEREON, AND SELLER SHALL BE RELIEVED FROM ALL FURTHER OBLIGATIONS AND LIABILITIES HEREUNDER, AND, PROMPTLY FOLLOWING ESCROW HOLDER'S RECEIPT OF SUCH INSTRUCTION, ESCROW HOLDER SHALL CANCEL THE ESCROW.

NOTHING CONTAINED IN THIS SECTION SHALL SERVE TO WAIVE OR OTHERWISE LIMIT SELLER'S REMEDIES OR DAMAGES AT LAW OR IN EQUITY FOR CLAIMS OF SELLER AGAINST BUYER, OR ARISING OUT OF ANY BREACH OR DEFAULT BY BUYER OF ANY OBLIGATION UNDER THIS AGREEMENT, OR TO WAIVE OR OTHERWISE LIMIT SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THIS LIQUIDATED DAMAGE PROVISION, INCLUDING ATTORNEYS' FEES AND EXPERT COSTS AND FEES, PURSUANT TO SECTION 22(I), NOR TO LIMIT SELLER'S REMEDIES IN THE EVENT OF A BREACH BY BUYER OF ITS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR ANY CLAIM BY SELLER OF A BREACH BY BUYER OF ITS REPRESENTATIONS AND WARRANTIES IN SECTION 13.

SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 18(C) AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
Buyer's Initials

\_\_\_\_\_  
Seller's Initials

19. **Notices.** All notices required or permitted to be delivered hereunder shall be in writing and shall be delivered in person or by overnight express carrier or by United States registered or certified mail with return receipt requested, by facsimile or e-mail with confirmation of receipt. If delivered in person, such notices shall be effective on the date of delivery and, if sent by overnight express carrier, shall be effective on the next business day immediately following the day sent and, if so mailed, shall be effective at the time of deposit in any U.S. Post Office or collection box with postage prepaid and, if sent by facsimile or e-mail, shall be deemed effective on the day when sent. All notices shall be addressed as follows:

To Seller:

Meritage Homes of California, Inc.  
2603 Camino Ramon, Suite 140,  
San Ramon, CA 94583  
Attn: Nicholas Arenson  
Telephone: (925) 543-4062  
E-Mail: [nick.arenson@meritagehomes.com](mailto:nick.arenson@meritagehomes.com)

With copy to:

Meritage Homes of California, Inc.  
8800 East Raintree Drive, Suite 300  
Scottsdale, AZ 85260  
Attention: Ryan Hamilton  
Telephone: (480) 515-8089  
Facsimile: (623) 321-5871  
E-mail: [ryan.hamilton@meritagehomes.com](mailto:ryan.hamilton@meritagehomes.com)

And With A Copy of Any Default  
Notice to:

Meritage Homes Corporation  
8800 E. Raintree Drive, Suite 300  
Scottsdale, Arizona 85260  
Attention: General Counsel  
Facsimile: (480) 375-2914

To Buyer:

City of Tracy  
City Manager  
333 Civic Center Plaza  
Tracy, CA 95376

With copy to:

To Escrow Holder:

First American Title Insurance Company  
4750 Willow Road, Suite 100  
Pleasanton, CA 94588  
Attn: Diane Burton  
Telephone: (925) 201-6603  
Facsimile: (866) 648-7806  
E-mail: [dburton@firstam.com](mailto:dburton@firstam.com)

or at such other addresses as either party hereto may designate by giving written notice thereof to the other party hereto in the aforesaid manner.

20. **Intentionally Omitted.**

21. **Assignment.** Buyer shall not assign, transfer, or convey its rights and/or obligations under this Agreement and/or with respect to the Property without the prior written consent of Seller, which consent Seller may withhold in its sole, absolute and subjective discretion.

22. **Limitations on Liability; Indemnity.** Notwithstanding anything in this Agreement to the contrary, (a) the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer (including, without limitation, for any breach of any representation, warranty and/or covenant of Seller) under this Agreement or any of the Other Documents shall, under no circumstances whatsoever, exceed one percent (1%) of the Purchase Price (the "Cap Amount"); (b) Buyer shall notify Seller in writing of any claim of any breach of any representation, warranty and/or covenant of Seller under this Agreement or the Other Documents and commence a "legal action" thereon within the Survival Period; and (c) no claim by Buyer alleging a breach by Seller of any representation, warranty and/or covenant of Seller contained in this Agreement or any of the Other Documents may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless and until such claim, either alone or together with any other claims by Buyer alleging a breach by Seller of any such representation, warranty and/or covenant, is for an aggregate amount in excess of \$10,000.00 (the "Floor Amount"), in which event Seller's liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the Cap



Amount set forth in clause (a) above; provided, however, that if any such final judgment is for an amount that is less than or equal to the Floor Amount, then Seller shall not have any liability with respect thereto. Buyer acknowledges and agrees that the limitations provided for in this Section 22 are a material part of the consideration provided to Seller in connection with Seller's approval of the terms of this Agreement, and shall survive the termination of this Agreement, the Closing and the expiration of the Survival Period. Buyer on its own behalf and on behalf of its agents, members, partners, employees, representatives, officers, directors, related and affiliated entities, successors and assigns hereby agrees that in no event or circumstance shall any of the agents, members, partners, employees, representatives, officers, directors, property management company, affiliated or related entities of Seller or Seller's property management company have any personal liability under this Agreement. Seller on its own behalf and on behalf of its agents, members, partners, employees, representatives, related and affiliated entities, successors and assigns hereby agrees that in no event or circumstance shall any of the agents, members, partners, employees, representatives, officers or directors of Buyer have any personal liability under this Agreement. Buyer agrees to indemnify, defend, and hold Seller harmless of and from any and all liabilities, claims, demands and expenses of any kind or nature which arise or accrue after the Closing and which are in any way related to the ownership, development, maintenance, or operation of the Property by Buyer and its successors and assigns, including, without limitation, in connection with Hazardous Materials.

23. **Miscellaneous.**

(a) **Commissions.** Buyer and Seller each represents and warrants to the other that it has not dealt with any third party in a manner which would obligate the other to pay any brokerage commission, finder's fee or other compensation due or payable with respect to the transaction contemplated hereby. Each party hereto agrees to indemnify the other from and against any and all claims for brokerage commissions and finder's fees arising from and attributable to the acts or omissions of the indemnifying party or any party or entity acting on behalf of the indemnifying party. The provisions of this Section 23(a) shall survive the Closing.

(b) **Corporate Approval.** Seller's obligation to consummate the transaction contemplated hereunder is subject to Seller's receipt of the written any required approval of Seller's "Land Committee."

(c) **Successors and Assigns.** Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of Buyer and Seller. As used in this Section, the term "successors" shall refer to the successors to all or substantially all of the assets of a party and to a party's successors by merger or consolidation.

(d) **Entire Agreement.** Both parties hereto hereby acknowledge that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Property, and agree that this Agreement shall not be altered, modified or amended except by a written instrument duly executed by both parties hereto.

(e) **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

(f) **Time is of the Essence.** Time shall be of the essence in the performance of all covenants, agreements and obligations under this Agreement.

(g) Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without regard to such State's choice of law rules; and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with the laws of the State of California for contracts made and to be performed therein and shall be enforced in the Superior Court in the County in which the Property is located or in Federal Court in the Central District of California.

(h) No Joint Venture. It is understood and agreed that Buyer and Seller shall in no event be construed for any purpose to be partners, joint venturers, agents or associates of each other in the performance of their respective obligations hereunder or with respect to the Property.

(i) Captions. The captions used in connection with the sections of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

(j) Severability. If any provision of this Agreement, or portion thereof, is held by a court to be invalid, void or unenforceable, the remainder of such provision and the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the invalid or unenforceable provision shall be modified so as to most nearly as possible achieve the intention of this Agreement.

(k) Recording. Neither party shall record or permit to be recorded this Agreement, a copy of this Agreement, or any memorandum, short form Agreement or other document summarizing the terms and provisions of this Agreement. In the event of any breach by a party of the provisions contained in the immediately preceding sentence, the other party may terminate this Agreement and retain the Deposit, as liquidated damages.

(l) Attorneys' Fees. Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party hereto reimbursement for all reasonable attorney's fees, including the fair market value of any in-house attorneys' and staff fees, whether incurred at the trial or appellate level, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, trustee costs and fees, and the costs of any bonds, all as costs in accordance with this Agreement, through to final non-appealable conclusion, in addition to any other relief to which that party may be entitled, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing party" means the party in whose favor a judgment, decree or final order is rendered. The provisions of this Section shall survive the termination of this Agreement and the Close of Escrow.

(m) Business Day/Computation of Time Periods. In the event that the date for performance of any of the provisions hereof is due on a day that is a Saturday, Sunday or California State or United States national holiday, such due date shall be extended to the immediately succeeding business day; provided that, if the Close of Escrow would be scheduled to occur on a Saturday, Sunday or holiday or the first business day after a Saturday, Sunday or holiday, the Close of Escrow shall be delayed until the second business day after such Saturday, Sunday or holiday. The time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period. All periods of time specified in this Agreement shall include Saturdays, Sundays and holidays, unless the reference is to business days, in which event weekends and holidays shall be excluded in the computation of time. Any

reference in this Agreement to “days” shall mean calendar days unless the Agreement specifically states “business days”. The term “business days” shall not include any day which is a Saturday, Sunday or holiday.

(n) Proper Execution. The submission by Buyer to Seller of this Agreement in unsigned form shall be deemed to be a submission solely for Seller’s consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights or impose any obligations upon Buyer or Seller, irrespective of any reliance thereon, change of position or partial performance. The submission by Buyer of this Agreement for execution by Seller and the actual execution and delivery thereof by Seller to Buyer shall similarly have no binding force and effect on Buyer unless and until Buyer shall have executed this Agreement and the Deposit shall have been received by Escrow Holder.

(o) Duty of Cooperation. Each of the parties to this Agreement shall at all times fully cooperate with each other, and shall cause their respective agents and attorneys to cooperate, in a prompt and timely manner, in connection with the performance of all obligations of the parties pursuant to this Agreement, and which may otherwise be necessary or appropriate to carry out and enforce the provisions of this Agreement. Each party shall execute and deliver to the other party all such documents, notices, and agreements (including agreements in recordable form) which the requesting party shall reasonably require in order to establish, confirm, affirm, perfect, and secure all rights, interests, title, and benefits accruing to each party pursuant to this Agreement.

(p) Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this Agreement.

(q) Counterparts. This Agreement may be executed in several counterparts and such executed counterparts shall be considered an original and, when taken together, shall constitute one and the same instrument.

(r) Facsimile Signatures. A facsimile or e-mail signature of this Agreement shall be deemed to be an original and shall bind the signing party(ies).

(s) Natural Hazards Disclosure. Buyer acknowledges that, except as expressly set forth in this Agreement, neither Seller nor anyone on behalf of Seller has made any representations, statements or warranties regarding the physical condition of the Real Property or the location of the Real Property within any Natural Hazard Areas (as defined below). Buyer acknowledges and agrees that Buyer shall conduct its own investigations and studies of the Real Property as it deems necessary or appropriate to determine whether or not the Real Property is located in any Natural Hazard Area. Seller shall have absolutely no liability if the Real Property is located in any Natural Hazard Area and Buyer assumes all risk relating thereto. As used herein, the term “Natural Hazard Area” shall mean those areas identified as natural hazards in the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, and California Public Resources Code Sections 2621.9, 2694, and 4136, and any successor statutes or laws (the “Act”). On or before the five days prior to Closing Date, Seller shall provide Buyer with a Natural Hazard Disclosure Statement (“Disclosure Statement”). Buyer acknowledges that the Disclosure Statement is being delivered pursuant to the Act. Buyer acknowledges and agrees that nothing contained in the Disclosure Statement shall release Buyer

from its obligation to determine whether the Real Property is located in any Natural Hazard Area and that the matters set forth in the Disclosure Statement may change on or prior to the Closing Date and that Seller has no obligation to update, modify or supplement the Disclosure Statement. Only Buyer may rely on the Disclosure Statement and Buyer shall not provide the Disclosure Statement to any other party.

*[signatures on following page]*

**IN WITNESS WHEREOF**, this Agreement is executed as of the day and year first written above.

**SELLER:**

MERITAGE HOMES OF CALIFORNIA, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

CITY OF TRACY,  
a municipal corporation

\_\_\_\_\_  
By: Robert Rickman  
Title: MAYOR

Attest:

\_\_\_\_\_  
By: Adrienne Richardson  
Title: CITY CLERK  
Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
By: Thomas Watson  
Title: CITY ATTORNEY  
Date: \_\_\_\_\_

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder agrees to (i) accept this Agreement, (ii) be Escrow Holder under this Agreement, and (iii) be bound by this Agreement in the performance of its duties as Escrow Holder. However, the undersigned will have no obligation, liability or responsibility under (i) this consent or otherwise, unless and until this Agreement, fully signed by the parties, has been delivered to the undersigned, or (ii) any amendment to this Agreement unless and until the amendment is accepted by the undersigned in writing.

Dated: \_\_\_\_\_, 2018.

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION

Real property in the City of Tracy , County of San Joaquin, State of California, described as follows:

LOT "F" AS SHOWN UPON MAP ENTITLED TRACT NO. 3002, EASTGATE ESTATES, UNIT NO. 1 FILED FOR RECORD SEPTEMBER 5, 2003 IN [BOOK 38 OF MAPS AND PLATS, AT PAGE 53](#), SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO CITY OF TRACY, A MUNICIPAL CORPORATION IN VARIOUS DEEDS RECORDED APRIL 09, 2004 AS INSTRUMENT NOS. [2004-074853](#) AND 2004-074851 OF OFFICIAL RECORDS.

APN: 242-040-490-000

**EXHIBIT B**

LIST OF DOCUMENTS AND MATERIALS



**EXHIBIT C**

FORM OF GRANT DEED

Recording Requested By:

City of Tracy  
Development Services  
333 Civic Center Plaza  
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy  
Office of the City Clerk  
333 Civic Center Plaza  
Tracy, CA 95376  
Attn: Adrienne Richardson

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned declares that the documentary transfer tax is \$\_\_\_\_\_ and is computed on:

- the full value of the interest or property conveyed; or
- the full value less the value of liens or encumbrances remaining thereon at the time of sale.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MERITAGE HOMES OF CALIFORNIA, INC., a California corporation ("**Grantor**"), hereby GRANTS to CITY OF TRACY, a municipal corporation, the real property located in the City of Tracy, State of California, and more particularly described on Exhibit A attached hereto (the "**Property**"), SUBJECT TO:

1. Nondelinquent taxes and assessments; and
2. All other covenants, conditions, and restrictions, reservations, rights, rights of way, easements and encumbrances that are matters of record or visible from an inspection of the property or which an accurate survey of the property would disclose.

{Signature Page Follows.}

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of \_\_\_\_\_, 20\_\_.

GRANTOR:

MERITAGE HOMES OF CALIFORNIA, INC.,  
a California corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT A TO GRANT DEED**

Legal Description

Real property in the City of Tracy , County of San Joaquin, State of California, described as follows:

LOT "F" AS SHOWN UPON MAP ENTITLED TRACT NO. 3002, EASTGATE ESTATES, UNIT NO. 1 FILED FOR RECORD SEPTEMBER 5, 2003 IN [BOOK 38 OF MAPS AND PLATS, AT PAGE 53](#), SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO CITY OF TRACY, A MUNICIPAL CORPORATION IN VARIOUS DEEDS RECORDED APRIL 09, 2004 AS INSTRUMENT NOS. [2004-074853](#) AND 2004-074851 OF OFFICIAL RECORDS.

APN: 242-040-490-000

RESOLUTION 2018-\_\_\_\_\_

APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF TRACY AND MERITAGE HOMES OF CALIFORNIA INC. (APN 242-040-49) FOR THE DEVELOPMENT OF GRETCHEN TALLEY PARK PHASE III, CIP 78170

WHEREAS, The City has an approved Capital Improvement Project (CIP) to develop Gretchen Talley Park Phase III, and

WHEREAS, The City and Meritage Homes of California, Inc. negotiated for acquisition of real properties for the construction of Gretchen Talley Park Phase III, and

WHEREAS, City staff has negotiated a purchase and sale agreement with the property owner as follows:

<u>Property Owner</u>	<u>Purchase Amount</u>
Meritage Homes LLC	\$470,000 \$30,000 (Title Fees)

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Purchase and Sale Agreement (APN 242-040-49) and allocate Five Hundred Thousand Dollars (\$500,000.00) from Fund 311 – Infill Parks into Gretchen Talley Park Phase III, CIP 78170..

\* \* \* \* \*

The foregoing Resolution 2018-\_\_\_\_\_ was passed and adopted by the Tracy City Council on the 18th day of December, 2018, by the following vote:

- AYES:            COUNCIL MEMBERS:
- NOES:           COUNCIL MEMBERS:
- ABSENT:        COUNCIL MEMBERS:
- ABSTAIN:       COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

AGENDA ITEM 3

REQUEST

**ADOPT A RESOLUTION RECITING THE FACTS AND DECLARING THE RESULTS OF THE NOVEMBER 6, 2018 CITY OF TRACY GENERAL MUNICIPAL ELECTION**

EXECUTIVE SUMMARY

A General Municipal Election was held on November 6, 2018. The San Joaquin County Registrar of Voters Office has certified the results. The Election Code requires that the City Council adopt a resolution reciting the results of the election and other matters, as provided by law.

DISCUSSION

A General Municipal Election was held in the City on Tuesday, November 6, 2018. Pursuant to Resolution No. 2018-082 (Attachment A), adopted by Council on May 1, 2018 and Resolution No. 2018-083 (Attachment B), adopted by Council on May 1, 2018, the Registrar of Voters for San Joaquin County has canvassed the returns of the election and certified the results per Elections Code section 10264:

- The names of the persons voted for at the election for Mayor were Robert Rickman and Nancy Young.
- The names of the persons voted for at the election for Member of the City Council were Dan Arriola, Juana Dement, Amer Hammudi, Dotty Nygard, Catalina Olvera, and Veronica Vargas.

The two measures voted upon at the election were as follows:

- Measure D - Shall the City of Tracy adopt an ordinance establishing a special tax on cannabis businesses at annual rates, not to exceed \$12.00 per canopy square foot for cultivation (adjusted for inflation), 6% of gross receipts for retail cannabis businesses, and 4% for all other businesses; which is expected to generate an estimated \$35,000 to \$100,000 annually to fund police and code enforcement services and that shall be levied until repealed by voters? – Yes/No
- Measure M - Shall an ordinance be adopted exempting deed-restricted senior housing, attached homes or detached homes on 4,000 square foot or less lots located in areas identified on the attached map from the City's Growth Management Ordinance, including the implementation section establishing a lottery requirement prior to the sale of homes? – Yes/No

The number of precincts and the number of votes given in the City to each of the persons named above for the respective offices for which the persons were candidates, and Measure D and Measure M are included in the certified results (Attachment C).

FISCAL IMPACT

The actual cost of the election is unknown at this time. Based on past practice, the County will provide a full accounting and invoice to the City by January 2019 and the City of Tracy will reimburse the County for its services. The City budgeted \$110,000 in the FY 2018/19 budget. On July 17, 2018, City Council approved an appropriation of \$75,000 from the General Fund Reserves to cover additional costs per the San Joaquin County Registrar of Voters estimated cost of \$185,000, which included City initiated Measure D and voter initiated Measure M. The proponent for Measure M submitted a check in the amount of \$15,000 to cover estimated election costs for inclusion of Measure M on the ballot .

RECOMMENDATION

That the City Council, pursuant to the Elections Code, adopt a resolution reciting the facts of the General Municipal Election held on November 6, 2018, declaring the results and other matters as provided by law.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS:

Attachment A – Tracy City Council Resolution 2018-082

Attachment B – Tracy City Council Resolution 2018-083

Attachment C – San Joaquin County Registrar of Voters Certification of Results of the City  
of Tracy General Election held on November 6, 2018

Attachment D - November 6, 2018 Statewide General Election Results

RESOLUTION 2018-082

CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 FOR THE ELECTION OF CERTAIN OFFICERS AND CONSIDERATION OF LOCAL BALLOT MEASURE(S), AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN ORDER THE CONSOLIDATION OF SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE

WHEREAS, Under the provisions of state law relating to general law cities, a general municipal election shall be held on November 6, 2018, for the election of municipal officers and consideration of local ballot measure(s) that are consistent with the California Constitution and state law, and

WHEREAS, The City of Tracy is a duly organized general law city, and

WHEREAS, It is desirable that the City of Tracy's General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the County Elections Department of the County of San Joaquin canvass the returns of the General Municipal Election, and that the election be held in all respects as if it were only one election.

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

**Section 1.** Pursuant to the requirements of the laws of the State of California relating to general law cities there is called and ordered to be held in the City of Tracy, California, on Tuesday, November 6, 2018, a General Municipal Election for the purpose of electing a Mayor for the full term of two years commencing December 2018 and expiring November 2020 and two members of the City Council for the full term of four years commencing December 2018 and expiring November 2022.

**Section 2.** Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of San Joaquin is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2018, for the purpose of the electing City's officers as stated above and to consider any local ballot measure(s) meeting the requirements set forth in the California Constitution and applicable state law.

**Section 3.** The Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary to hold the consolidated election which shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

**Section 4.** The San Joaquin County Elections Department is authorized to canvass the returns of the General Municipal Election.

**Section 5.** That the Board of Supervisors authorize and direct the County Elections Department to provide all necessary election services in order to properly and lawfully conduct

said election, including precinct workers and the procurement and furnishing of all official ballots, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**Section 6.** The City of Tracy recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for those costs.

**Section 7.** That the City Clerk is authorized, instructed and directed to coordinate with the San Joaquin County Elections Department as necessary in order to properly and lawfully conduct the election.

**Section 8.** The polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, except as provided in Section 10242, except as provided in Section 14401, of the Elections Code of the State of California.

**Section 9.** Notice of the time and place of holding the election is given and the City Clerk and San Joaquin County Elections Department are authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**Section 10.** In all particulars not recited in this resolution, the elections shall be held and conducted as provided by law for holding municipal elections.

**Section 11.** That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**Section 12.** The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Elections Department of the County of San Joaquin.

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The foregoing Resolution 2018-082 was passed and adopted by the Tracy City Council on the 1<sup>st</sup> day May 2018 by the following vote:

AYES: COUNCIL MEMBERS: DEMENT, RANSOM, YOUNG, VARGAS, RICKMAN  
NOES: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: NONE  
ABSTAIN: COUNCIL MEMBERS: NONE

  
MAYOR

ATTEST:

  
CITY CLERK



RESOLUTION 2018-083

ORDERING THE CITY CLERK TO SUBMIT A MEASURE TO THE  
VOTERS TO ADOPT AN ORDINANCE IMPOSING A CANNABIS  
BUSINESS TAX ON COMMERCIAL CANNABIS ACTIVITIES IN TRACY  
TO FUND POLICE AND CODE ENFORCEMENT SERVICES AT THE  
GENERAL MUNICIPAL ELECTION ON NOVEMBER 6, 2018 AND  
DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL  
ANALYSIS OF THE MEASURE

WHEREAS, At the meeting of the City Council of the City of Tracy on today's date, the Council adopted a resolution calling for and giving notice of a General Municipal Election to be held on November 6, 2018 and requesting that the Board of Supervisors of the County of San Joaquin consolidate said election with the Statewide General Election to be held that day, and

WHEREAS, Pursuant to Section 9222 of California Elections Code, the City Council is authorized to place measures on the ballot to be considered at a general municipal election, and

WHEREAS, The proposed Cannabis Business Tax Ordinance attached hereto as Exhibit "A" and incorporated herein by reference ("Ordinance") would impose a special tax on businesses engaged in commercial cannabis (marijuana) activity in Tracy ("Special Tax"), and

WHEREAS, If approved by the voters, the revenue from the Special Tax will be used to fund police and code enforcement services in the City, and

WHEREAS, The proposed Special Tax cannot be imposed without two-thirds voter approval in accordance with Article XIII C of the California Constitution, and

WHEREAS, The City Council desires to submit the Special Tax to the qualified voters of the City at the next General Municipal Election to be held on Tuesday, November 6, 2018.

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

**Section 1. Recitals.** The City Council hereby finds and determines that the foregoing recitals are true and correct.

**Section 2. Election.** The City Council hereby orders the City Clerk to submit the Special Tax as proposed in the attached Ordinance to the voters at the General Municipal Election to be held on November 6, 2018.

**Section 3. Rate and Method.** The type, rate, and method of collection of the tax are set forth in the Ordinance. The cumulative amount of the tax shall not exceed 15% of the gross receipts of cannabis businesses in the City.

**Section 4. Ballot Label.** The ballot label for the proposed Special Tax shall be submitted for a "Yes" or "No" vote as follows:

Shall the City of Tracy adopt an ordinance establishing a special tax on cannabis businesses at annual rates, not to exceed \$12.00 per canopy square foot for cultivation (adjusted for inflation), 6% of gross receipts for retail cannabis businesses, and 4% for all other businesses; which is expected to generate an estimated \$35,000 to \$100,000 annually to fund police and code enforcement services and that shall be levied until repealed by voters?	YES	
	NO	

**Section 5. Full Text.** The full text of the Ordinance, which is attached as Exhibit “A” shall be printed in the sample ballot/voter information pamphlet for the November 6, 2018 election.

**Section 6. Approval.** Pursuant to Section 2(d) of Article XIII C of the California Constitution, this measure requires approval by a two-thirds vote of those casting ballots on the measure.

**Section 7. Filing with County.** The City Clerk shall file a certified copy of this Resolution with the Board of Supervisors and County Elections Department of the County of San Joaquin.

**Section 8. Analysis and Argument.** The City Attorney is directed to prepare an impartial analysis of the measure in accordance with Elections Code 9280, and file the analysis with the City Clerk by the date established by the County Elections Department. Any person or persons may file an argument either for or against the ballot measure on or before by the date established by the County Elections Department. An argument for or against the measure shall not exceed 300 words in length. If more than one argument is submitted for the measure, or more than one argument against the measure, the City Clerk shall select the argument to be included with the ballot materials.

**Section 9. CEQA.** The approval of this Resolution is exempt from the California Environmental Quality Act (“CEQA”; Public Resources Code Sections 21000, et seq, and 14 Cal. Code Reg. Sections 15000 et seq “CEQA Guidelines”). The special tax to be submitted to the voters will be used to fund police and code enforcement services; it is not a commitment to any particular action. As such, under CEQA Guidelines Section 15378 (b)(4), the proposed tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue generated by the tax were used for a purpose that would have such an effect, the City of Tracy would undertake the required CEQA review for that particular project. Therefore, pursuant to CEQA Guideline Section 15060 CEQA analysis is not required.

**Section 10. Effective Date.** This Resolution shall be effective immediately upon adoption by a majority vote of the City Council.

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The foregoing Resolution was adopted by the Tracy City Council on the 1st day of May, 2018, by the following vote:

AYES: COUNCIL MEMBERS: DEMENT, RANSOM, YOUNG, VARGAS, RICKMAN

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE



MAYOR

ATTEST:



CITY CLERK

**EXHIBIT A**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF TRACY, ADDING  
CHAPTER 6.40 "CANNABIS BUSINESS TAX" TO TITLE 6  
OF THE TRACY MUNICIPAL CODE TO IMPOSE A TAX  
ON COMMERCIAL CANNABIS ACTIVITIES IN TRACY**

**THE PEOPLE OF THE CITY OF TRACY DO ORDAIN AS FOLLOWS:**

SECTION 1. Amendment to the Tracy Municipal Code. Title 6 of the Tracy Municipal Code is hereby amended to include Chapter 6.40 titled "Cannabis Business Tax" and shall read as follows:

**CHAPTER 6.40  
CANNABIS BUSINESS TAX**

**Sections:**

- 6.40.010 Title.
- 6.40.020 Authority and Purpose.
- 6.40.030 Intent.
- 6.40.040 Definitions.
- 6.40.050 Tax imposed.
- 6.40.060 Use of Proceeds; Audits.
- 6.40.070 Reporting and remittance of tax.
- 6.40.080 Payments and communications –timely remittance.
- 6.40.090 Payment – when taxes deemed delinquent.
- 6.40.100 Notice not required by City.
- 6.40.110 Penalties and interest.
- 6.40.120 Refunds and credits.
- 6.40.130 Refunds and procedures.
- 6.40.140 Personal cultivation not taxed.
- 6.40.150 Administration of the tax.
- 6.40.160 Appeal procedure.
- 6.40.170 Enforcement –action to collect.
- 6.40.180 Apportionment.
- 6.40.190 Constitutionality and legality.
- 6.40.200 Audit and examination of premises and records.
- 6.40.210 Other licenses, permits, taxes or charges.
- 6.40.220 Payment of tax does not authorize unlawful business.
- 6.40.230 Deficiency determinations.
- 6.40.240 Failure to report – nonpayment, fraud.
- 6.40.250 Tax assessment – service of notice.

- 6.40.260 Tax assessment – hearing, application, and determination.
- 6.40.270 Successor’s and Assignee’s Responsibility.
- 6.40.280 Conviction for violation – taxes not waived.
- 6.40.290 Violation deemed misdemeanor.
- 6.40.300 Severability.
- 6.40.310 Consistency with Business License Tax.
- 6.40.320 Remedies cumulative.
- 6.40.330 Amendment or repeal.

**6.40.010 Title.**

This ordinance shall be known as the Cannabis Business Tax Ordinance.

**6.40.020 Authority and Purpose.**

This Ordinance is adopted to achieve the following, among other purposes, and shall be interpreted in order to accomplish those purposes:

- A. To impose a special tax, for revenue purposes, on the privilege of cultivating, transporting, dispensing, manufacturing, producing, processing, preparing, storing, testing, providing, selling, or distributing cannabis, products containing cannabis, cannabis accessories and any ancillary products by Cannabis Businesses in the City of Tracy. The Cannabis Business Tax is levied based upon business gross receipts and square footage of plant canopy. It is not a sales and use tax, a tax upon income, or a tax upon real property;
- B. To dedicate the proceeds of the taxes imposed by this Ordinance to fund police and code enforcement services;
- C. To specify the type of tax and rate of tax to be levied and the method of collection; and
- D. To comply with all requirements relating to the imposition of a special tax.

The Cannabis Business Tax is a special tax enacted solely for raising revenue for the stated purposes and not for regulation. It shall apply to all persons engaged in Cannabis Business in the City of Tracy. The tax imposed by this Chapter is a special tax under Article XIII C of the California Constitution.

This Ordinance is adopted pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, added by Proposition 64, approved by California voters in November 2016, and as amended to date (“MAUCRSA”), Article XIII C of the California Constitution, California Government Code Sections 53732 and 53734, and all other applicable laws as now exist or may hereafter be adopted.

**6.40.030 Intent.**

The intent of this Ordinance is to levy a tax on all Cannabis Businesses that operate in the City of Tracy, regardless of whether such business was authorized under state and local laws at the time this Ordinance was adopted. Nothing in this Ordinance shall be interpreted to authorize

or permit any business activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken.

#### **6.40.040 Definitions.**

Unless otherwise provided in this Chapter, the definitions set forth in Chapter 6.40 “Business Taxes”, Article 1 of Chapter 8.08 “Taxation”, and Chapter 6.36 “Marijuana Business and Deliveries,” as may be amended from time to time, shall apply to this Chapter. In the event the definitions of provisions of those chapters conflict with any provision in this Chapter, then this Chapter shall control to the extent necessary to administer and effectuate the propose of this Chapter. The following words and phrases shall have the meanings set forth below when used in this Chapter:

A. “Business” shall include all activities engaged in or caused to be engaged in within the City of Tracy, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

B. “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” also means marijuana as defined by California Business and Professions Code Section 26001, subdivision (f), California Health and Safety Code Section 11018, and by other state law, and is not limited to medical cannabis.

C. “Cannabis accessories” means any device or equipment used, intended for use or designed for use in planting, propagating, cultivating, growing, storing, or smoking, of cannabis, as described in Section 11018.2 of the California Health and Safety Code and is not limited to medical cannabis accessories.

D. “Cannabis product” means any product containing cannabis or its derivatives, including, but not limited to, flowers, buds, oils, tinctures, concentrates, extractions, and products described in Section 11018.1 of the California Health and Safety Code and is not limited to medical cannabis products.

E. “Canopy” means all areas occupied by any portion of a cannabis plant whether contiguous or noncontiguous on any one site. When plants occupy multiple horizontal planes (as when plants are placed on shelving above other plants) each plane shall be counted as a separate canopy area.

F. “Cannabis business” means any business activity involving cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, testing, dispensing, retailing and wholesaling of cannabis, of cannabis products or of ancillary products and accessories,

whether or not carried on for gain or profit and whether or not such business is licensed by the State. “Cannabis Business” does not include any business whose only relationship to cannabis or cannabis products is the production or sale of Cannabis Accessories and specifically excludes personal cultivation activities conducted in accordance with state law.

G. “Cannabis business tax” or “business tax,” means the tax due pursuant to this Chapter for engaging in cannabis business in the City of Tracy.

H. “Commercial cannabis cultivation” means cultivation conducted by, for, or as part of a Cannabis Business. “Commercial cannabis cultivation” does not include personal medical cannabis cultivation or personal recreational cannabis cultivation as authorized by MAUCRSA, for which the person receives no compensation whatsoever.

I. “City Cannabis Business Permit” or “Cannabis Business Permit” means a regulatory permit issued by the City of Tracy to a person to authorize that person to operate or engage in a Cannabis business.

J. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis and includes, but is not limited to, the operation of a nursery.

K. “Delivery” means the transfer, for any form of compensation, of cannabis, cannabis products, or cannabis accessories to a customer or caregiver at a location that is not a dispensary.

L. “Employee” means each and every person engaged in the operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such business for a wage, salary, commission, barter or any other form of compensation.

M. “Engaged in business as a cannabis business” means the commencing, conducting, operating, managing or carrying on of a Cannabis Business, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the City of Tracy or coming into the City of Tracy from an outside location to engage in such activities. A person shall be deemed engaged in business within the City of Tracy if:

1. Such person or person’s employee maintains a fixed place of business within the City of Tracy for the benefit or partial benefit of such person;
2. Such person or person’s employee owns or leases real property within the City of Tracy for business purposes;
3. Such person or person’s employee regularly maintains a stock of tangible personal property in the City of Tracy for sale in the ordinary course of business;

4. Such person or person's employee regularly conducts solicitation of business within the City of Tracy; or

5. Such person or person's employee performs work or renders services in the City of Tracy.

The foregoing specified activities shall not be a limitation on the meaning of "engaged in business."

N. "Evidence of doing business" means evidence such as, without limitation, use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, or representation to a government agency or to the public that such person is engaged in a cannabis business in the City of Tracy.

O. "Fiscal year" means July 1 through June 30 of the following calendar year.

P. "Gross Receipts," except as otherwise specifically provided, means, whether designated a sales price, royalty, rent, commission, dividend, or other designation, the total amount (including all receipts, cash, credits and property of any kind or nature) received or payable for sales of goods, wares or merchandise or for the performance of any act or service of any nature for which a charge is made or credit allowed (whether such service, act or employment is done as part of or in connection with the sale of goods, wares, merchandise or not), without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever. However, the following shall be excluded from Gross Receipts:

1. Cash discounts where allowed and taken on sales;
2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
4. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;
5. Cash value of sales, trades or transactions between departments or units of the same business;
6. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts



excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;

7. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar;

8. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the Finance Department with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.

9. Retail sales of t-shirts, sweaters, hats, stickers, key chains, bags, books, posters or other personal tangible property which the Tax Administrator has excluded in writing by issuing an administrative ruling per Section 6.40.140 shall not be subject to the Cannabis Business Tax under this Chapter. However, any retail sales not subject to this Chapter as a result of the administrative ruling shall be subject to the appropriate business tax under Chapter 6.04 or any other Chapter or Title as determined by the Tax Administrator.

Q. "Lighting" means a source of light that is primarily used for promoting the biological process of plant growth that is artificial or natural. Lighting does not include sources of light that primarily exist for the safety or convenience of staff or visitors to the facility, such as emergency lighting, walkway lighting, or light admitted via small skylights, windows or ventilation openings.

R. "Nursery" means a facility or part of a facility that is used only for producing clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis and includes a greenhouse.

S. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.

T. "Sale" means and includes any sale, exchange, or barter.

U. "State" means the State of California.

V. "State license," "license," or "registration" means a state license issued pursuant to California Business & Professions Code Sections 26000, *et seq.* or other applicable state law.

W. "Tax Administrator" means the Finance Director of the City of Tracy or his or her designee.

X. "Taxpayer" shall mean any person engaging in business as a Cannabis Business

that is subject to this Chapter.

Y. “Testing Laboratory” means a cannabis business that (i) offers or performs tests of cannabis or cannabis products, (ii) offers no service other than such tests, (iii) sells no products, excepting only testing supplies and materials, (iv) is accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state and (v) is registered with the State Department of Public Health.

**6.40.050 Tax imposed.**

A. Beginning January 1, 2019, there is imposed upon each person who is engaged in business as a cannabis business a cannabis business tax regardless if the business has been issued a permit to operate lawfully in the City of Tracy or is operating unlawfully.

B. The maximum tax rate of the cannabis business tax shall be as follows:

1. For every person who is engaged in commercial cannabis cultivation in the City of Tracy, the maximum rate shall be:
  - a) Up to twelve dollars (\$12.00) annually per square foot of canopy space in a facility that uses exclusively artificial lighting.
  - b) Up to ten dollars (\$10.00) annually per square foot of canopy space in a facility that uses a combination of natural and supplemental artificial lighting.
  - c) Up to eight dollars (\$8.00) annually per square foot of canopy space in a facility that uses no artificial lighting.
  - d) Up to four dollars (\$4.00) annually per square foot of canopy space for any nursery.

For purposes of this subsection (B), the square feet of canopy space for a business shall be rebuttably presumed to be the maximum square footage of canopy allowed by the conditional use permit issued to the business by the City of Tracy for commercial cannabis cultivation, or, in the absence of a conditional use permit, the square footage shall be the maximum square footage of canopy for commercial cannabis cultivation allowed by the state license type. Should a City of Tracy conditional use permit be issued to a business which cultivates only for certain months of the year, the City of Tracy shall prorate the tax as to sufficiently reflect the period in which cultivation is occurring at the business. All canopy square footage that is authorized by the conditional use permit shall be included in the calculation of the tax for cultivation. No deduction will be applied to any canopy square footage that is not used for cultivation unless the Tax Administrator is informed in writing that such space will not be used and authorizes such reduction for the purpose of relief from the tax prior to the period for which the space will not be used.

2. For every person who engages in the operation of a testing laboratory, the maximum tax rate shall not exceed two and a half percent (2.5%) of gross receipts.

3. For every person who engages in the retail sales of cannabis as a retailer (dispensary) or non-store front retailer (delivery business), or microbusiness (retail sales activity) the maximum tax rate shall not exceed six percent (6%) of gross receipts.
  4. For every person who engages in a cannabis distribution business, the maximum tax rate shall not exceed three percent (3%) of gross receipts.
  5. For every person who engages in a cannabis manufacturing, processing, or microbusiness (non-retail activity) or any other type of cannabis business not described in Section (B) (1), (2), (3) or (4), the maximum tax rate shall not exceed four percent (4%) of gross receipts.
- C. The City Council may, by resolution or ordinance, in its discretion, adjust the rate of the cannabis business tax, including establishing different tax rates for different categories of Cannabis Business, including for medical versus adult use. However, in no event may the City Council set any adjusted rate that exceeds the maximum rate calculated pursuant to subsection (B) of this Section.
- D. On July 1, 2020 and on each July 1 thereafter, the maximum annual tax rate per square foot of each type of canopy space shall increase by the percentage change between January of the calendar year prior to such increase and January of the calendar year of the increase in the Consumer Price Index (“CPI”) for all urban consumers in the San Francisco-Oakland-San Jose area as published by the United States Government Bureau of Labor Statistics. However, no CPI adjustment resulting in a decrease of any tax imposed by this subsection shall be made.

**6.40.060 Use of Proceeds; Audits.**

A. The proceeds of the tax imposed by this Chapter shall be deposited in a special account to fund police and code enforcement services.

B. The Tax Administrator shall arrange for an annual independent audit of the receipts and expenditures of the special account to ensure accountability and the proper disbursement of the special tax proceeds. The audit shall be filed with the City Council and made available to the public for inspection no later than January following the close of each fiscal year.

**6.40.070 Reporting and remittance of tax.**

A. The cannabis business tax imposed by this Chapter shall be paid, in arrears, on a quarterly basis. For commercial cannabis cultivation, the tax due for each calendar quarter shall be based on the square footage of the business’s canopy space during the quarter and the rate

shall be 25% of the applicable annual rate. For all other cannabis businesses activities, the tax due for each calendar quarter shall be based on the gross receipts for the quarter.

B. Quarterly business taxes shall be due on the first day of July, October, January, and April and delinquent at 5:00 p.m. on the twentieth day of the first month in which the quarterly business tax is due. The Tax Administrator may require that the statement be submitted on a form prescribed by the Tax Administrator. The tax for each calendar quarter shall be due and payable on that same date as the statement for the calendar quarter is due.

C. Upon cessation of a cannabis business, tax statements and all outstanding taxes, fees, and penalties shall be immediately due for all calendar quarters up to the calendar quarter during which cessation occurred.

D. The Tax Administrator may, at his or her discretion, establish shorter report and payment periods for any taxpayer as the Tax Administrator deems necessary to ensure collection of the tax. The Tax Administrator may also require that a deposit, to be applied against the taxes for a calendar quarter, be made by a taxpayer at the beginning of that calendar quarter. In no event shall the deposit required by the Tax Administrator exceed the tax amount he or she projects will be owed by the taxpayer for the calendar quarter. The Tax Administrator may require that a taxpayer make payments via a cashier's check, money order, wire transfer, or similar instrument.

**6.40.080 Payments and communications – timely remittance.**

Whenever any payment, statement, report, request or other communication is due, it must be received by the Tax Administrator on or before the final due date. A postmark will not be accepted as timely remittance. If the due date would fall on a Friday during which City Hall is closed, Saturday, Sunday or a holiday, the due date shall be the next regular business day on which the City of Tracy is open to the public.

**6.40.090 Payment - when taxes deemed delinquent.**

Unless otherwise specifically provided under other provisions of this Chapter, the taxes required to be paid pursuant to this Chapter shall be deemed delinquent if not received by the Tax Administrator on or before the due date as specified in Sections 6.40.060 and 6.40.070.

**6.40.100 Notice from City not required.**

The City of Tracy may, as a courtesy, send a tax notice to the business. However, the Tax Administrator is not required to send a notice of assessment pursuant to Section 6.40.240, a notice of delinquency pursuant to Section 6.40.220, or any other tax notice or bill to any person subject to the provisions of this Chapter. Failure to send any tax notice or bill shall not affect the validity of any tax or penalty due under the provisions of this Chapter.

**6.40.110 Penalties and interest.**

A. Any person who fails or refuses to pay any Cannabis Business Tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to twenty-five percent (25%) of the amount of the tax due to the City of Tracy, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one percent (1.0%) per month.

2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax due to the City of Tracy, in addition to the amount of the tax, plus interest at the rate of one percent (1.0%) per month on the unpaid tax and on the unpaid penalties.

3. Interest shall be applied at the rate of one percent (1.0%) per month on the first day of the month for the full month and will continue to accrue monthly on the tax and penalty until the balance is paid in full.

B. Whenever a check or electronic payment is submitted in payment of a cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the Cannabis Business will be liable for the tax amount due plus any fees, penalties and interest as provided for in this Section, and any other amount allowed under state law.

**6.40.120 Refunds and credits.**

A. No refund shall be made of any tax collected pursuant to this Chapter, except as provided in Section 6.40.120.

B. No refund of any tax collected pursuant to this Chapter shall be made because of the discontinuation, cessation, dissolution, or other termination of a business.

**6.40.130 Refunds and procedures.**

A. Whenever the amount of any cannabis business tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the City of Tracy under this Chapter, it may be refunded to the claimant who paid the tax provided that a written claim for refund is filed with the Tax Administrator within one (1) year of the date the tax was originally due and payable.

B. The Tax Administrator, his or her designee or any other City officer charged with the administration of this Chapter shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the Tax Administrator to do so.

C. In the event that the cannabis business tax was erroneously paid, and the error is attributable to the City of Tracy, the City of Tracy shall refund the full amount of tax erroneously

paid up to one (1) year from when the error was identified. If the error is attributable to the taxpayer, the City of Tracy shall retain an amount from the refund reasonably calculated to cover costs incurred in verifying the error.

**6.40.140 Personal Cultivation Not Taxed.**

The provisions of this Chapter shall not apply to personal cannabis cultivation as defined by MAUCRSA. This Chapter shall not apply to personal use of cannabis that is specifically exempted from state licensing requirements, that meets the definition of personal use or equivalent terminology under state law, and for which the individual receives no compensation whatsoever related to that personal use.

**6.40.150 Administration of the tax.**

A. It shall be the duty of the Tax Administrator to collect the taxes, penalties, fees, and perform the duties required by this Chapter.

B. For purposes of administration and enforcement of this Chapter generally, the Tax Administrator may from time to time promulgate such administrative interpretations, rules, and procedures consistent with the purpose, intent, and express terms of this Chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The Tax Administrator may take such administrative actions as needed to administer the tax, including but not limited to:

1. Provide to all cannabis business taxpayers forms for the reporting of the tax;
2. Provide information to any taxpayer concerning the provisions of this Chapter;
3. Receive and record all taxes remitted to the City of Tracy as provided in this Chapter;
4. Maintain records of taxpayer reports and taxes collected pursuant to this Chapter;
5. Assess penalties and interest to taxpayers pursuant to this Chapter;
6. Determine amounts owed and enforce collection pursuant to this Chapter.

**6.40.160 Appeal procedure.**

Any taxpayer aggrieved by any decision of the Tax Administrator with respect to the amount of tax, interest, penalties and fees, if any, due under this Chapter may appeal to the City Manager by filing a notice of appeal with the City Clerk within thirty (30) days of the serving or

mailing of the notice of delinquency pursuant to Section 6.40.220 or notice of assessment pursuant to Section 6.40.240. The City Clerk, or his or her designee, shall fix a time and place for hearing such appeal, and the City Clerk, or his or her designee, shall give notice in writing to such operator at the last known place of address. The finding of the City Manager shall be final and conclusive and shall be served upon the taxpayer appellant in the manner prescribed by this Chapter for service of notice. Any amount found to be due shall be immediately due and payable upon the service of the notice in accordance with this Chapter.

**6.40.170 Enforcement - action to collect.**

Any taxes, penalties and/or fees required to be paid under the provisions of this Chapter shall be deemed a debt owed to the City of Tracy. Any person owing money to the City of Tracy under the provisions of this Chapter shall be liable in an action brought in the name of the City of Tracy for the recovery of such debt. The provisions of this Section shall not be deemed a limitation upon the right of the City of Tracy to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this Chapter or the failure to comply with any of the provisions of this Chapter.

**6.40.180 Apportionment.**

If a business subject to the tax is operating both within and outside the City of Tracy, it is the intent of the City of Tracy to apply the cannabis business tax so that the measure of the tax fairly reflects the proportion of the taxed activity actually carried on in the City of Tracy. To the extent federal or state law requires that any tax due from any taxpayer be apportioned, the taxpayer may indicate said apportionment on his or her tax return. The Tax Administrator may promulgate administrative procedures for apportionment as he or she finds useful or necessary.

**6.40.190 Constitutionality and legality.**

This tax is intended to be applied in a manner consistent with the United States and California Constitutions and state law. None of the tax provided for by this Chapter shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection or due process clauses of the Constitutions of the United States or the State of California or a violation of any other provision of the California Constitution or state law. If a person believes that the tax, as applied to him or her, is impermissible under applicable law, he or she may request that the Tax Administrator release him or her from the obligation to pay the impermissible portion of the tax.

**6.40.200 Audit and examination of premises and records.**

A. For the purpose of ascertaining the amount of cannabis business tax owed or verifying any representations made by any taxpayer to the City of Tracy in support of his or her tax calculation, the Tax Administrator shall have the power to inspect any location where commercial cannabis business occurs and to audit and examine all books and records (including, but not limited to bookkeeping records, state and federal income tax returns, and other records relating to the gross receipts of the business) of persons engaged in cannabis businesses. In

conducting such investigation, the tax administrator shall have the power to inspect any equipment, such as computers or point of sale machines, that may contain such records.

B. It shall be the duty of every person liable for the collection and payment to the City of Tracy of any tax imposed by this Chapter to keep and preserve, for a period of at least four (4) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the City of Tracy, which records the Tax Administrator or his/her designee shall have the right to inspect at all reasonable times.

**6.40.210 Other licenses, permits, taxes, fees or charges.**

A. Nothing contained in this Chapter shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other Chapter of this Code or any other ordinance or resolution of the City of Tracy, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other Chapter of this code or any other ordinance or resolution of the City of Tracy.

**6.40.220 Payment of tax does not authorize unlawful business.**

A. The payment of a cannabis business tax required by this Chapter, and its acceptance by the City of Tracy, shall not entitle any person to carry on any cannabis business unless the person has complied with all of the requirements of this Code and all other applicable state laws.

B. No tax paid under the provisions of this Chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any local or state law.

**6.40.230 Deficiency determinations.**

If the Tax Administrator is not satisfied that any statement filed as required under the provisions of this Chapter is correct, or that the amount of tax is correctly computed, he or she may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession within three (3) years of the date the tax was originally due and payable. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person discontinues engaging in a business, a deficiency determination may be made at any time within three (3) years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever the Tax Administrator makes a deficiency determination, a notice of deficiency shall be given to the person concerned in the same manner as notices of assessment are given under Section 6.40.240.

**6.40.240 Failure to report—nonpayment, fraud.**



A. Under any of the following circumstances, the Tax Administrator may make and give notice of an assessment of the amount of tax owed by a person under this Chapter at any time:

1. If the person has not filed a complete statement required under the provisions of this Chapter;
2. If the person has not paid the tax due under the provisions of this Chapter;
3. If the person has not, after demand by the Tax Administrator, filed a corrected statement, or furnished to the Tax Administrator adequate substantiation of the information contained in a statement already filed, or paid any additional amount of tax due under the provisions of this Chapter; or
4. If the Tax Administrator determines that the nonpayment of any business tax due under this Chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to penalties and interest otherwise stated in this Chapter and any other penalties allowed by law.

B. The notice of assessment shall separately set forth the amount of any tax known by the Tax Administrator or estimated by the Tax Administrator, after consideration of all information within the Tax Administrator's knowledge concerning the business and activities of the person assessed, under each applicable section of this Chapter, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

**6.40.250 Tax assessment; service of notice.**

The notice of assessment or any other notice issued pursuant to this Chapter shall be served upon the person either by personal delivery, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business or to such other address as he or she shall register with the Tax Administrator for the purpose of receiving notices provided under this Chapter; or, should the person have no address registered with the Tax Administrator for such purpose, then to such person's last known address. For the purposes of this Chapter, service by mail is complete at the time of deposit in the United States mail.

**6.40.260 Tax assessment - hearing, application and determination.**

Within thirty (30) days after the date of service of the notice of assessment, the person may apply in writing to the Tax Administrator for a hearing on the assessment. If application for a hearing before the City is not made within the time herein prescribed, the tax assessed by the Tax Administrator shall become final and conclusive. Within thirty (30) days of the receipt of any such application for hearing, the Tax Administrator shall cause the matter to be set for hearing before him or her no later than thirty (30) days after the receipt of the application, unless a later date is agreed to by the Tax Administrator and the person requesting the hearing. Notice of such hearing shall be given by the Tax Administrator to the person requesting such hearing

not later than five (5) days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the Tax Administrator should not be confirmed and fixed as the tax due. After such hearing the Tax Administrator shall determine and, if applicable, reassess the proper tax to be charged and shall give written notice to the person in the manner prescribed in Section 6.40.240 for giving notice of assessment.

**6.40.270 Successor's and Assignee's Responsibility.**

If any taxpayer, while liable for any amount under this Chapter, sells, assigns or otherwise transfers the business, whether voluntarily or involuntarily, the taxpayer's subsequent successor, assign or transferee, or other person obtaining ownership or control of the business, shall satisfy any tax liability owned to the City of Tracy associated with the Cannabis Business. Failure to do so for the benefit of the City will result in the successor or assignee being personally liable to the City of Tracy for the full amount of the tax liability, which includes interest and penalties.

**6.40.280 Conviction for violation - taxes not waived.**

The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions of this Chapter or of any state law requiring the payment of all taxes.

**6.40.290 Violation deemed misdemeanor.**

Any person violating any of the provisions of this Chapter or any regulation or rule passed in accordance herewith, shall be deemed guilty of a misdemeanor.

**6.40.300 Severability.**

If any provision of this Chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Chapter or the application of this Chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

**6.40.310 Consistency with Business License Tax.**

The City Council and the people of the City of Tracy intend this Chapter to be enforced consistently with Chapter 6.04 of this Code and any rule or regulation promulgated under that Chapter 6.04 except as expressly provided to the contrary in this Chapter.

**6.40.320 Remedies cumulative.**

All remedies and penalties prescribed by this Chapter or which are available under any other provision of the Tracy Municipal Code and any other provision of law or equity are

cumulative. The use of one or more remedies by the City of Tracy shall not bar the use of any other remedy for the purpose of enforcing the provisions of this Chapter.

**6.40.330 Amendment or repeal.**

This Chapter may be repealed or amended by the City Council without a vote of the people to the extent allowed by law. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment that would increase the rate of any tax levied pursuant to this Chapter. The people of the City of Tracy affirm that the following actions shall not constitute an increase of the rate of a tax:

A. The restoration of the rate of the tax to a rate that is no higher than that set by this Chapter, if the City Council has acted to reduce the rate of the tax;

B. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Chapter; or

C. The collection of the tax imposed by this Chapter even if the City had, for some period of time, failed to collect the tax.

D. The adjustment of the tax in accordance with the provisions of subdivisions (C) and (D) of Section 6.40.050, including the levying of different tax rates on medical versus adult-use cannabis.

**SECTION 2. EFFECTIVE DATE.** This Ordinance relates to the levying and collecting of a special tax and shall not take effect until approved by a two-thirds vote of voters voting on the tax at the general municipal election held on November 6, 2018 and as certified by the City Clerk.

**SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT.** This Ordinance is exempt from the California Environmental Quality Act (“CEQA”; Public Resources Code Sections 21000, et seq, and 14 Cal. Code Reg. Sections 15000 et seq “CEQA Guidelines”). This Ordinance is a special tax to fund existing services; it is not a commitment to any particular action. As such, under CEQA Guidelines Section 15378 (b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue generated by the tax were used for a purpose that would have such an effect, the City of Tracy would undertake the required CEQA review for that particular project. Therefore, pursuant to CEQA Guideline Section 15060 CEQA analysis is not required.

**SECTION 4. SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

**SECTION 5. CERTIFICATION AND PUBLICATION.** Upon approval by the voters, the City Clerk shall certify the passage and adoption of this Ordinance and shall cause it to be published in accordance with the law.

It is hereby certified that this Ordinance was duly approved and adopted by the People of the City of Tracy at the City’s November 6, 2018 general municipal election.

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Robert Rickman, Mayor

ATTEST:

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Adrienne Richardson, City Clerk

SAN JOAQUIN COUNTY REGISTRAR OF VOTERS  
 CERTIFICATION OF RESULTS OF THE  
 CITY OF TRACY GENERAL ELECTION  
 HELD ON TUESDAY, NOVEMBER 6, 2018

I, Melinda Dubroff, Registrar of Voters for the County of San Joaquin, State of California, do hereby certify that this office has completed the canvass of the City of Tracy General Election, held on Tuesday, November 6, 2018 and that the following are the results of said election:

**Tracy Mayor**

<b>Number of Positions to be filled:</b>		<b>1</b>
<b>Total Votes</b>	<b>25,915</b>	<b>100.00%</b>
<i>Robert Rickman</i>	13,433	51.83%
Nancy D. Young	12,356	47.68%
Non-qualified Write-ins	126	0.49%

**Tracy City Council**

<b>Number of Positions to be filled:</b>		<b>2</b>
<b>Total Votes</b>	<b>44,222</b>	<b>100.00%</b>
<i>Dan Tavares Arriola</i>	10,100	22.84%
Juana L. Dement	6,952	15.72%
Amer Hammudi	4,923	11.13%
<i>Veronica Vargas</i>	8,371	18.93%
Dotty Nygard	8,256	18.67%
Catalina Olvera	5,516	12.47%
Non-qualified Write-ins	104	0.24%%

**Measure D City of Tracy Cannabis Tax**  
 Required to Pass: 2/3 Majority

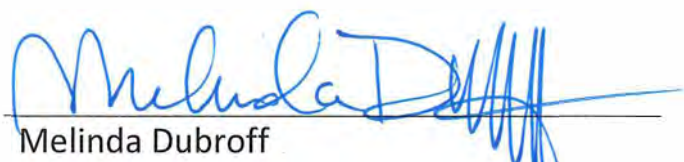
<b>Total Votes</b>	<b>26,006</b>	<b>100.00%</b>
Yes	16,187	62.24%
No	9,819	37.76%

**Measure M Tracy Growth Ordinance**  
 Required to Pass: Simple Majority

<b>Total Votes</b>	<b>26,388</b>	<b>100.00%</b>
Yes	5,756	21.81%
No	20,632	78.19%

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 6<sup>th</sup> day of December, 2018.



  
 Melinda Dubroff  
 Registrar of Voters, San Joaquin County

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Registered Voters 344605 - Ballots Cast 196635 57.1%

Num. Report Precinct 485 - Num. Reporting 485 100.00%

GOVERNOR			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	194440		
JOHN H. COX	REP	92966	47.81%
GAVIN NEWSOM	DEM	101474	52.19%

TREASURER			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	190534		
GREG CONLON	REP	84059	44.12%
FIONA MA	DEM	106475	55.88%

LIEUTENANT GOVERNOR			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	161954		
ED HERNANDEZ	DEM	66294	40.93%
ELENI KOUNALAKIS	DEM	95660	59.07%

ATTORNEY GENERAL			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	191610		
STEVEN C. BAILEY	REP	87558	45.70%
XAVIER BECERRA	DEM	104052	54.30%

SECRETARY OF STATE			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	191200		
ALEX PADILLA	DEM	108189	56.58%
MARK P. MEUSER	REP	83011	43.42%

INSURANCE COMMISSIONER			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	184280		
RICARDO LARA	DEM	90069	48.88%
STEVE POIZNER	NPP	94211	51.12%

CONTROLLER			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	191294		
KONSTANTINOS RODITIS	REP	79583	41.60%
BETTY T. YEE	DEM	111711	58.40%

ST. BD. OF EQUALIZATION DISTRICT 1			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	188063		
TOM HALLINAN	DEM	96811	51.48%
TED GAINES	REP	91252	48.52%

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UNITED STATES SENATOR			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	171439		
DIANNE FEINSTEIN	DEM	79088	46.13%
KEVIN DE LEON	DEM	92351	53.87%

STATE ASSEMBLY MEMBER DISTRICT 12			
	Total		
Number of Precincts	139		
Precincts Reporting	139	100.0 %	
Vote For	1		
Times Counted	55826/86321	64.7 %	
Total Votes	54269		
ROBERT D. CHASE	DEM	20409	37.61%
HEATH FLORA	REP	33860	62.39%

UNITED STATES REPRESENTATIVE DISTRICT 9			
	Total		
Number of Precincts	355		
Precincts Reporting	355	100.0 %	
Vote For	1		
Times Counted	130147/242647	53.6 %	
Total Votes	127422		
MARLA LIVENGOOD	REP	56889	44.65%
JERRY MCNERNEY	DEM	70533	55.35%

STATE ASSEMBLY MEMBER DISTRICT 13			
	Total		
Number of Precincts	302		
Precincts Reporting	302	100.0 %	
Vote For	1		
Times Counted	117463/221158	53.1 %	
Total Votes	114345		
SUSAN TALAMANTES EGG	DEM	74813	65.43%
ANTONIO M. GARCIA	REP	39532	34.57%

UNITED STATES REPRESENTATIVE DISTRICT 10			
	Total		
Number of Precincts	130		
Precincts Reporting	130	100.0 %	
Vote For	1		
Times Counted	66488/101958	65.2 %	
Total Votes	65162		
JEFF DENHAM	REP	30609	46.97%
JOSH HARDER	DEM	34553	53.03%

CALIF SUPREME COURT ASSOCIATE JUSTICE			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	158702		
YES		114241	71.98%
NO		44461	28.02%

STATE ASSEMBLY MEMBER DISTRICT 9			
	Total		
Number of Precincts	44		
Precincts Reporting	44	100.0 %	
Vote For	1		
Times Counted	23346/37126	62.9 %	
Total Votes	17739		
HARRY HE	DEM	6040	34.05%
JIM COOPER	DEM	11699	65.95%

CALIF SUPREME COURT ASSOCIATE JUSTICE			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	156693		
YES		110453	70.49%
NO		46240	29.51%

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3RD DIST COURT OF APPEAL ASSOCIATE JUSTICE			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	153813		
YES	102924	66.92%	
NO	50889	33.08%	

S.J. DELTA COMMUNITY COLLEGE TRUSTEE AREA NO. 3 BOARD MEMBER			
	Total		
Number of Precincts	469		
Precincts Reporting	469	100.0 %	
Vote For	1		
Times Counted	188072/333017	56.5 %	
Total Votes	159244		
JANET A. RIVERA	78620	49.37%	
RICHARD A. VASQUEZ	31671	19.89%	
EDDIE BROWN	48380	30.38%	

3RD DIST COURT OF APPEAL ASSOCIATE JUSTICE			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	153076		
YES	110494	72.18%	
NO	42582	27.82%	

S.J. DELTA COMMUNITY COLLEGE TRUSTEE AREA NO. 4 BOARD MEMBER			
	Total		
Number of Precincts	469		
Precincts Reporting	469	100.0 %	
Vote For	1		
Times Counted	188072/333017	56.5 %	
Total Votes	155688		
CHARLES R. JENNINGS	78414	50.37%	
DIANE OREN	76225	48.96%	

SUPERINTENDENT OF PUBLIC INSTRUCTION			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	170497		
MARSHALL TUCK	95563	56.05%	
TONY K. THURMOND	73936	43.36%	

YOSEMITE COMMUNITY COLLEGE TRUSTEE AREA NO. 1 BOARD MEMBER			
	Total		
Number of Precincts	1		
Precincts Reporting	1	100.0 %	
Vote For	1		
Times Counted	147/193	76.2 %	
Total Votes	107		
DENISE SPRINGER	64	59.81%	
MARGIE BULKIN	43	40.19%	



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STOCKTON UNIFIED SCHOOL DIST., TRUSTEE AREA			
NO. 2 BOARD MEMBER			
	Total		
Number of Precincts	23		
Precincts Reporting	23	100.0 %	
Vote For	1		
Times Counted	3936/10621	37.1 %	
Total Votes	3681		
ANGELANN FLORES	1969	53.49%	
JAZMINE HERNANDEZ	615	16.71%	
RALPH L. WHITE	790	21.46%	
KIASHA (MADAVE) MOOR	296	8.04%	

STOCKTON UNIFIED SCHOOL DIST., TRUSTEE AREA			
NO. 7 BOARD MEMBER			
	Total		
Number of Precincts	15		
Precincts Reporting	15	100.0 %	
Vote For	1		
Times Counted	6808/13332	51.1 %	
Total Votes	6032		
DEE JOHNSON	2346	38.89%	
CANDELARIA VARGAS	2522	41.81%	
AARON EDWARDS	1138	18.87%	

STOCKTON UNIFIED SCHOOL DIST., TRUSTEE AREA			
NO. 5 BOARD MEMBER			
	Total		
Number of Precincts	17		
Precincts Reporting	17	100.0 %	
Vote For	1		
Times Counted	5416/12328	43.9 %	
Total Votes	4742		
KITTY RUHSTALLER	1809	38.15%	
MARIA MENDEZ	1883	39.71%	
GRANT GILSON	1031	21.74%	

LINCOLN UNIFIED SCHOOL DIST., TRUSTEE AREA NO.			
1 BOARD MEMBER			
	Total		
Number of Precincts	9		
Precincts Reporting	9	100.0 %	
Vote For	1		
Times Counted	3690/5558	66.4 %	
Total Votes	3353		
SAMANTHA L CHAN	1203	35.88%	
JENNY VAN DE POL	2138	63.76%	

STOCKTON UNIFIED SCHOOL DIST., TRUSTEE AREA			
NO. 6 BOARD MEMBER			
	Total		
Number of Precincts	18		
Precincts Reporting	18	100.0 %	
Vote For	1		
Times Counted	5285/13004	40.6 %	
Total Votes	4701		
MICHAEL JONES, JR.	791	16.83%	
ANGELA PHILLIPS	1889	40.18%	
SCOT MCBRIAN	1990	42.33%	

MANTECA UNIFIED SCHOOL DIST., TRUSTEE AREA			
NO. 4 BOARD MEMBER			
	Total		
Number of Precincts	13		
Precincts Reporting	13	100.0 %	
Vote For	1		
Times Counted	5502/9043	60.8 %	
Total Votes	4742		
ANDREA COLLINS-CAMBR	1849	38.99%	
MARIE FREITAS	2870	60.52%	

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MANTECA UNIFIED SCHOOLDIST., TRUSTEE AREA NO. 5 BOARD MEMBER		
	Total	
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Vote For	1	
Times Counted	4418/7684	57.5 %
Total Votes	3883	
CATHY POPE-GOTSCHALL	2256	58.10%
EVELYN MOORE	1614	41.57%

LODI UNIFIED SCHOOL DISTRICT, TRUSTEE AREA NO. 4 BOARD MEMBER		
	Total	
Number of Precincts	34	
Precincts Reporting	34	100.0 %
Vote For	1	
Times Counted	10285/14946	68.8 %
Total Votes	8405	
COURTNEY PORTER	4803	57.14%
DAVE SORSENT	2100	24.99%
KANWALJEET GILL	1464	17.42%

ESCALON UNIFIED SCHOOL DIST., TRUSTEE AREA NO. 1 BOARD MEMBER		
	Total	
Number of Precincts	7	
Precincts Reporting	7	100.0 %
Vote For	1	
Times Counted	957/1394	68.7 %
Total Votes	840	
RYAN RISSETTO	306	36.43%
RICHARD O. THOMPSON	526	62.62%

LODI UNIFIED SCHOOL DISTRICT, TRUSTEE AREA NO. 5 BOARD MEMBER		
	Total	
Number of Precincts	8	
Precincts Reporting	8	100.0 %
Vote For	1	
Times Counted	5754/9707	59.3 %
Total Votes	4903	
RON HEBERLE	3592	73.26%
RAMON YEPEZ	1277	26.05%

ESCALON UNIFIED SCHOOL DIST., TRUSTEE AREA NO. 2 BOARD MEMBER		
	Total	
Number of Precincts	7	
Precincts Reporting	7	100.0 %
Vote For	1	
Times Counted	1049/1442	72.7 %
Total Votes	887	
KATE ISIDRA POWELL	505	56.93%
KURT S. KALE	373	42.05%

TRACY UNIFIED SCHOOL DISTRICT BOARD MEMBER		
	Total	
Number of Precincts	71	
Precincts Reporting	71	100.0 %
Vote For	4	
Times Counted	31244/48462	64.5 %
Total Votes	84250	
AMENI E. ALEXANDER	10525	12.49%
STEPHEN ABERCROMBIE	14650	17.39%
SIMRAN KAUR	10211	12.12%
JAMES YOUNG, SR.	7830	9.29%
JAMES P. VAUGHN	6976	8.28%
JEREMY SILCOX	7413	8.80%
GREGORY SILVA	6763	8.03%
LORI SOUZA	12531	14.87%
MATEO MORELOS BEDOLL	7127	8.46%

LODI UNIFIED SCHOOL DISTRICT, TRUSTEE AREA NO. 1 BOARD MEMBER		
	Total	
Number of Precincts	20	
Precincts Reporting	20	100.0 %
Vote For	1	
Times Counted	8437/13668	61.7 %
Total Votes	6751	
BONITA "BONNIE" CASS	2833	41.96%
SUSAN MACFARLANE	3871	57.34%

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GALT JOINT UNION HIGH SCHOOL DISTRICT BOARD			
MEMBER	Total		
Number of Precincts	6		
Precincts Reporting	6	100.0 %	
Vote For	3		
Times Counted	2059/2962	69.5 %	
Total Votes	3774		
DENNIS RICHARDSON	709	18.79%	
ALICE HENDERSON	428	11.34%	
MATTHEW PRATTON	550	14.57%	
MELISSA NEUBURGER	573	15.18%	
PATRICK W. MAPLE	494	13.09%	
MARK BECK	1001	26.52%	

BANTA ELEMENTARY SCHOOL DISTRICT BOARD			
MEMBER	Total		
Number of Precincts	12		
Precincts Reporting	12	100.0 %	
Vote For	2		
Times Counted	1144/1795	63.7 %	
Total Votes	1763		
JOSHUA ANDERSON	449	25.47%	
DAN-JOE LOPEZ	335	19.00%	
GENE NEELY	512	29.04%	
FRANK I. SILVA	456	25.87%	

OAK VIEW UNION ELEMENTARY SCHOOL DISTRICT			
BOARD MEMBER	Total		
Number of Precincts	3		
Precincts Reporting	3	100.0 %	
Vote For	3		
Times Counted	1107/1535	72.1 %	
Total Votes	2085		
MARK HUFT	559	26.81%	
NORMAN PEARSON	497	23.84%	
DUSTIN MCDONALD	497	23.84%	
CODY BRUM	525	25.18%	

STOCKTON CITY COUNCIL DISTRICT 3			
	Total		
Number of Precincts	26		
Precincts Reporting	26	100.0 %	
Vote For	1		
Times Counted	12398/23681	52.4 %	
Total Votes	11487		
PAUL CANEPA	6256	54.46%	
SUSAN LOFTHUS	5231	45.54%	

STOCKTON CITY COUNCIL DISTRICT 5			
	Total		
Number of Precincts	25		
Precincts Reporting	25	100.0 %	
Vote For	1		
Times Counted	7640/19048	40.1 %	
Total Votes	7104		
CHRISTINA FUGAZI	3789	53.34%	
DYANE BURGOS MEDINA	3315	46.66%	

ESCALON CITY COUNCIL			
	Total		
Number of Precincts	7		
Precincts Reporting	7	100.0 %	
Vote For	3		
Times Counted	2863/4034	71.0 %	
Total Votes	6197		
ED ALVES	1445	23.32%	
RICHARD PERCEY	911	14.70%	
PETER KRUMEICH	1045	16.86%	
STEPHANIE ENNIS WIEN	777	12.54%	
ROBERT SWIFT	1414	22.82%	
WILLIAM SMITH	549	8.86%	

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MANTECA MAYOR		
	Total	
Number of Precincts	30	
Precincts Reporting	30	100.0 %
Vote For	1	
Times Counted	24622/39068	63.0 %
Total Votes	23117	
BENJAMIN CANTU	12042	52.09%
STEVE DEBRUM	10988	47.53%

LODI CITY COUNCIL DISTRICT 2		
	Total	
Number of Precincts	6	
Precincts Reporting	6	100.0 %
Vote For	1	
Times Counted	4216/6691	63.0 %
Total Votes	3801	
MARK CHANDLER	2406	63.30%
SPENCER RHOADS	1376	36.20%

MANTECA CITY COUNCIL		
	Total	
Number of Precincts	30	
Precincts Reporting	30	100.0 %
Vote For	2	
Times Counted	24622/39068	63.0 %
Total Votes	36487	
JOSE NUÑO	9377	25.70%
MIKE MOROWIT	9322	25.55%
CHRIS SILVA	7770	21.30%
DAVID BREITENBUCHER	9934	27.23%

LODI CITY COUNCIL DISTRICT 3		
	Total	
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Vote For	1	
Times Counted	4714/7321	64.4 %
Total Votes	3431	
DOUG "KEEN" KUEHNE	3210	93.56%

LODI CITY COUNCIL DISTRICT 1		
	Total	
Number of Precincts	10	
Precincts Reporting	10	100.0 %
Vote For	1	
Times Counted	6046/8484	71.3 %
Total Votes	4911	
ALAN NAKANISHI	4694	95.58%

TRACY MAYOR		
	Total	
Number of Precincts	36	
Precincts Reporting	36	100.0 %
Vote For	1	
Times Counted	27245/42337	64.4 %
Total Votes	25915	
ROBERT RICKMAN	13433	51.83%
NANCY D. YOUNG	12356	47.68%

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TRACY CITY COUNCIL		
	Total	
Number of Precincts	36	
Precincts Reporting	36	100.0 %
Vote For	2	
Times Counted	27245/42337	64.4 %
Total Votes	44222	
DAN TAVARES ARRIOLA	10100	22.84%
JUANA L. DEMENT	6952	15.72%
AMER HAMMUDI	4923	11.13%
VERONICA VARGAS	8371	18.93%
DOTTY NYGARD	8256	18.67%
CATALINA OLVERA	5516	12.47%

LATHROP MAYOR		
	Total	
Number of Precincts	12	
Precincts Reporting	12	100.0 %
Vote For	1	
Times Counted	5594/10487	53.3 %
Total Votes	4923	
SONNY DHALIWAL	4675	94.96%

LATHROP CITY COUNCIL MEMBER		
	Total	
Number of Precincts	12	
Precincts Reporting	12	100.0 %
Vote For	2	
Times Counted	5594/10487	53.3 %
Total Votes	8015	
PAUL AKINJO	2529	31.55%
DEBBIE ROCK	1028	12.83%
DIANE LAZARD	2330	29.07%
MINNIE "COTTON" DIA	2094	26.13%

LATHROP CITY COUNCIL MEMBER, Short TERM		
	Total	
Number of Precincts	12	
Precincts Reporting	12	100.0 %
Vote For	1	
Times Counted	5594/10487	53.3 %
Total Votes	5042	
STEVE DRESSER	2499	49.56%
JENNIFER TORRES-O'CA	2525	50.08%

LOCKEFORD COMMUNITY SERVICES DISTRICT BOARD MEMBER		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Vote For	3	
Times Counted	921/1387	66.4 %
Total Votes	1655	
JANINA "NINA" CHANDL	391	23.63%
DAVID M. ROWE	329	19.88%
PATRICK J. FISCHER	311	18.79%
NOEL STETSON	285	17.22%
GARY GORDON	327	19.76%

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT BOARD MEMBER		
	Total	
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Vote For	2	
Times Counted	3935/6489	60.6 %
Total Votes	5244	
BRIAN LUCID	1668	31.81%
VICTOR LIEW	1344	25.63%
MANUEL "MANNY" MORENO	2118	40.39%

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WATERLOO-MORADA RURAL FIRE PROTECTION DISTRICT BOARD MEMBER			
	Total		
Number of Precincts	16		
Precincts Reporting	16	100.0 %	
Vote For	3		
Times Counted	4497/7114	63.2 %	
Total Votes	7355		
RALPH LUCCHETTI	2334	31.73%	
RYAN D. HAGGERTY	1556	21.16%	
MARC YOUNGBLOOD	2357	32.05%	
JOHN D. BAKER	1078	14.66%	

PROPOSITION 1 HOUSING ASSISTANCE BOND			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196634/344605	57.1 %	
Total Votes	188934		
YES	92306	48.86%	
NO	96628	51.14%	

WOODBIDGE SANITARY DISTRICT BOARD MEMBER			
	Total		
Number of Precincts	2		
Precincts Reporting	2	100.0 %	
Vote For	1		
Times Counted	1620/2373	68.3 %	
Total Votes	1397		
MARY R. AVANTI	848	60.70%	
BRUCE HENZ	544	38.94%	

PROPOSITION 2 BONDS FOR MENTAL HEALTH HOUSING			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196603/344605	57.1 %	
Total Votes	189615		
YES	111890	59.01%	
NO	77725	40.99%	

STOCKTON-EAST WATER DISTRICT DIVISION 7 BOARD MEMBER			
	Total		
Number of Precincts	222		
Precincts Reporting	222	100.0 %	
Vote For	1		
Times Counted	84179/169003	49.8 %	
Total Votes	74665		
THOMAS MCGURK	55636	74.51%	
MARK L. STEBBINS	18735	25.09%	

PROPOSITION 3 BONDS FOR WATER PROJECTS			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196469/344605	57.0 %	
Total Votes	187335		
YES	90069	48.08%	
NO	97266	51.92%	

PROPOSITION 4 BONDS FOR HOSPITALS			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196403/344605	57.0 %	
Total Votes	189388		
YES	113573	59.97%	
NO	75815	40.03%	

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PROPOSITION 5 PROPERTY TAX TRANSFER			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	187594		
YES	73223	39.03%	
NO	114371	60.97%	

PROPOSITION 10 RENT CONTROL			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	190424		
YES	60944	32.00%	
NO	129480	68.00%	

PROPOSITION 6 FUEL TAX REPEAL			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	191505		
YES	93560	48.86%	
NO	97945	51.14%	

PROPOSITION 11 AMBULANCE EMPLOYEES ON CALL			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	188643		
YES	112875	59.84%	
NO	75768	40.16%	

PROPOSITION 7 DAYLIGHT SAVING TIME			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	188949		
YES	100154	53.01%	
NO	88795	46.99%	

PROPOSITION 12 ANIMAL CONFINEMENT STANDARDS			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	188318		
YES	103687	55.06%	
NO	84631	44.94%	

PROPOSITION 8 DIALYSIS CLINIC REGULATION			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	190859		
YES	70974	37.19%	
NO	119885	62.81%	

MEASURE B COUNTY CANNABIS TAX			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	187686		
YES	119256	63.54%	
NO	68430	36.46%	

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MEASURE E ESCALON USD SCHOOL BOND			
	Total		
Number of Precincts	22		
Precincts Reporting	22	100.0 %	
Vote For	1		
Times Counted	5361/7596	70.6 %	
Total Votes	5149		
BONDS YES	2488	48.32%	
BONDS NO	2661	51.68%	

MEASURE J MANTECA HOTEL TAX			
	Total		
Number of Precincts	30		
Precincts Reporting	30	100.0 %	
Vote For	1		
Times Counted	24588/39068	62.9 %	
Total Votes	23625		
YES	13664	57.84%	
NO	9961	42.16%	

MEASURE G LINDEN USD SCHOOL BOND			
	Total		
Number of Precincts	25		
Precincts Reporting	25	100.0 %	
Vote For	1		
Times Counted	4171/6449	64.7 %	
Total Votes	4033		
BONDS YES	1804	44.73%	
BONDS NO	2229	55.27%	

MEASURE K STOCKTON AFFORDABLE HOUSING			
	Total		
Number of Precincts	138		
Precincts Reporting	138	100.0 %	
Vote For	1		
Times Counted	67002/136723	49.0 %	
Total Votes	63986		
YES	48542	75.86%	
NO	15444	24.14%	

MEASURE I RIPON USD SCHOOL BOND			
	Total		
Number of Precincts	14		
Precincts Reporting	14	100.0 %	
Vote For	1		
Times Counted	8414/11395	73.8 %	
Total Votes	8156		
BONDS YES	3992	48.95%	
BONDS NO	4164	51.05%	

MEASURE D TRACY CANNABIS TAX			
	Total		
Number of Precincts	36		
Precincts Reporting	36	100.0 %	
Vote For	1		
Times Counted	27223/42337	64.3 %	
Total Votes	26006		
YES	16187	62.24%	
NO	9819	37.76%	

MEASURE L LODI SALES TAX			
	Total		
Number of Precincts	31		
Precincts Reporting	31	100.0 %	
Vote For	1		
Times Counted	19686/31748	62.0 %	
Total Votes	19242		
YES	11295	58.70%	
NO	7947	41.30%	

MEASURE M TRACY GROWTH ORDINANCE			
	Total		
Number of Precincts	36		
Precincts Reporting	36	100.0 %	
Vote For	1		
Times Counted	27223/42337	64.3 %	
Total Votes	26388		
YES	5756	21.81%	
NO	20632	78.19%	



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GOVERNOR			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	194440		
JOHN H. COX	REP	92966	47.81%
GAVIN NEWSOM	DEM	101474	52.19%

TREASURER			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	190534		
GREG CONLON	REP	84059	44.12%
FIONA MA	DEM	106475	55.88%

LIEUTENANT GOVERNOR			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	161954		
ED HERNANDEZ	DEM	66294	40.93%
ELENI KOUNALAKIS	DEM	95660	59.07%

ATTORNEY GENERAL			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	191610		
STEVEN C. BAILEY	REP	87558	45.70%
XAVIER BECERRA	DEM	104052	54.30%

SECRETARY OF STATE			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	191200		
ALEX PADILLA	DEM	108189	56.58%
MARK P. MEUSER	REP	83011	43.42%

INSURANCE COMMISSIONER			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	184280		
RICARDO LARA	DEM	90069	48.88%
STEVE POIZNER	NPP	94211	51.12%

CONTROLLER			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	191294		
KONSTANTINOS RODITIS	REP	79583	41.60%
BETTY T. YEE	DEM	111711	58.40%

ST. BD. OF EQUALIZATION DISTRICT 1			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	188063		
TOM HALLINAN	DEM	96811	51.48%
TED GAINES	REP	91252	48.52%

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UNITED STATES SENATOR			
		Total	
Number of Precincts		485	
Precincts Reporting		485	100.0 %
Vote For		1	
Times Counted	196635/344605		57.1 %
Total Votes		171439	
DIANNE FEINSTEIN	DEM	79088	46.13%
KEVIN DE LEON	DEM	92351	53.87%

STATE ASSEMBLY MEMBER DISTRICT 12			
		Total	
Number of Precincts		139	
Precincts Reporting		139	100.0 %
Vote For		1	
Times Counted	55826/86321		64.7 %
Total Votes		54269	
ROBERT D. CHASE	DEM	20409	37.61%
HEATH FLORA	REP	33860	62.39%

UNITED STATES REPRESENTATIVE DISTRICT 9			
		Total	
Number of Precincts		355	
Precincts Reporting		355	100.0 %
Vote For		1	
Times Counted	130147/242647		53.6 %
Total Votes		127422	
MARLA LIVENGOOD	REP	56889	44.65%
JERRY MCNERNEY	DEM	70533	55.35%

STATE ASSEMBLY MEMBER DISTRICT 13			
		Total	
Number of Precincts		302	
Precincts Reporting		302	100.0 %
Vote For		1	
Times Counted	117463/221158		53.1 %
Total Votes		114345	
SUSAN TALAMANTES EGG	DEM	74813	65.43%
ANTONIO M. GARCIA	REP	39532	34.57%

UNITED STATES REPRESENTATIVE DISTRICT 10			
		Total	
Number of Precincts		130	
Precincts Reporting		130	100.0 %
Vote For		1	
Times Counted	66488/101958		65.2 %
Total Votes		65162	
JEFF DENHAM	REP	30609	46.97%
JOSH HARDER	DEM	34553	53.03%

CALIF SUPREME COURT ASSOCIATE JUSTICE			
		Total	
Number of Precincts		485	
Precincts Reporting		485	100.0 %
Vote For		1	
Times Counted	196635/344605		57.1 %
Total Votes		158702	
YES		114241	71.98%
NO		44461	28.02%

STATE ASSEMBLY MEMBER DISTRICT 9			
		Total	
Number of Precincts		44	
Precincts Reporting		44	100.0 %
Vote For		1	
Times Counted	23346/37126		62.9 %
Total Votes		17739	
HARRY HE	DEM	6040	34.05%
JIM COOPER	DEM	11699	65.95%

CALIF SUPREME COURT ASSOCIATE JUSTICE			
		Total	
Number of Precincts		485	
Precincts Reporting		485	100.0 %
Vote For		1	
Times Counted	196635/344605		57.1 %
Total Votes		156693	
YES		110453	70.49%
NO		46240	29.51%

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3RD DIST COURT OF APPEAL ASSOCIATE JUSTICE			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	153813		
YES	102924	66.92%	
NO	50889	33.08%	

3RD DIST COURT OF APPEAL ASSOCIATE JUSTICE			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	153076		
YES	110494	72.18%	
NO	42582	27.82%	

SUPERINTENDENT OF PUBLIC INSTRUCTION			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196635/344605	57.1 %	
Total Votes	170497		
MARSHALL TUCK	95563	56.05%	
TONY K. THURMOND	73936	43.36%	
Write-in Votes	998	0.59%	

S.J. DELTA COMMUNITY COLLEGE TRUSTEE AREA NO. 3 BOARD MEMBER			
	Total		
Number of Precincts	469		
Precincts Reporting	469	100.0 %	
Vote For	1		
Times Counted	188072/333017	56.5 %	
Total Votes	159244		
JANET A. RIVERA	78620	49.37%	
RICHARD A. VASQUEZ	31671	19.89%	
EDDIE BROWN	48380	30.38%	
Write-in Votes	573	0.36%	

S.J. DELTA COMMUNITY COLLEGE TRUSTEE AREA NO. 4 BOARD MEMBER			
	Total		
Number of Precincts	469		
Precincts Reporting	469	100.0 %	
Vote For	1		
Times Counted	188072/333017	56.5 %	
Total Votes	155688		
CHARLES R. JENNINGS	78414	50.37%	
DIANE OREN	76225	48.96%	
Write-in Votes	1049	0.67%	

YOSEMITE COMMUNITY COLLEGE TRUSTEE AREA NO. 1 BOARD MEMBER			
	Total		
Number of Precincts	1		
Precincts Reporting	1	100.0 %	
Vote For	1		
Times Counted	147/193	76.2 %	
Total Votes	107		
DENISE SPRINGER	64	59.81%	
MARGIE BULKIN	43	40.19%	
Write-in Votes	0	0.00%	

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STOCKTON UNIFIED SCHOOL DIST., TRUSTEE AREA			
NO. 2 BOARD MEMBER			
	Total		
Number of Precincts	23		
Precincts Reporting	23	100.0 %	
Vote For	1		
Times Counted	3936/10621	37.1 %	
Total Votes	3681		
ANGELANN FLORES	1969	53.49%	
JAZMINE HERNANDEZ	615	16.71%	
RALPH L. WHITE	790	21.46%	
KIASHA (MADAVE) MOOR	296	8.04%	
Write-in Votes	11	0.30%	

STOCKTON UNIFIED SCHOOL DIST., TRUSTEE AREA			
NO. 7 BOARD MEMBER			
	Total		
Number of Precincts	15		
Precincts Reporting	15	100.0 %	
Vote For	1		
Times Counted	6808/13332	51.1 %	
Total Votes	6032		
DEE JOHNSON	2346	38.89%	
CANDELARIA VARGAS	2522	41.81%	
AARON EDWARDS	1138	18.87%	
Write-in Votes	26	0.43%	

STOCKTON UNIFIED SCHOOL DIST., TRUSTEE AREA			
NO. 5 BOARD MEMBER			
	Total		
Number of Precincts	17		
Precincts Reporting	17	100.0 %	
Vote For	1		
Times Counted	5416/12328	43.9 %	
Total Votes	4742		
KITTY RUHSTALLER	1809	38.15%	
MARIA MENDEZ	1883	39.71%	
GRANT GILSON	1031	21.74%	
Write-in Votes	19	0.40%	

LINCOLN UNIFIED SCHOOL DIST., TRUSTEE AREA NO.			
1 BOARD MEMBER			
	Total		
Number of Precincts	9		
Precincts Reporting	9	100.0 %	
Vote For	1		
Times Counted	3690/5558	66.4 %	
Total Votes	3353		
SAMANTHA L CHAN	1203	35.88%	
JENNY VAN DE POL	2138	63.76%	
Write-in Votes	12	0.36%	

STOCKTON UNIFIED SCHOOL DIST., TRUSTEE AREA			
NO. 6 BOARD MEMBER			
	Total		
Number of Precincts	18		
Precincts Reporting	18	100.0 %	
Vote For	1		
Times Counted	5285/13004	40.6 %	
Total Votes	4701		
MICHAEL JONES, JR.	791	16.83%	
ANGELA PHILLIPS	1889	40.18%	
SCOT MCBRIAN	1990	42.33%	
Write-in Votes	31	0.66%	

MANTECA UNIFIED SCHOOL DIST., TRUSTEE AREA			
NO. 4 BOARD MEMBER			
	Total		
Number of Precincts	13		
Precincts Reporting	13	100.0 %	
Vote For	1		
Times Counted	5502/9043	60.8 %	
Total Votes	4742		
ANDREA COLLINS-CAMBR	1849	38.99%	
MARIE FREITAS	2870	60.52%	
Write-in Votes	23	0.49%	

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MANTECA UNIFIED SCHOOLDIST., TRUSTEE AREA NO. 5 BOARD MEMBER			
	Total		
Number of Precincts	5		
Precincts Reporting	5	100.0 %	
Vote For	1		
Times Counted	4418/7684	57.5 %	
Total Votes	3883		
CATHY POPE-GOTSCHALL	2256	58.10%	
EVELYN MOORE	1614	41.57%	
Write-in Votes	13	0.33%	

LODI UNIFIED SCHOOL DISTRICT, TRUSTEE AREA NO. 1 BOARD MEMBER			
	Total		
Number of Precincts	20		
Precincts Reporting	20	100.0 %	
Vote For	1		
Times Counted	8437/13668	61.7 %	
Total Votes	6751		
BONITA "BONNIE" CASS	2833	41.96%	
SUSAN MACFARLANE	3871	57.34%	
Write-in Votes	47	0.70%	

ESCALON UNIFIED SCHOOL DIST., TRUSTEE AREA NO. 1 BOARD MEMBER			
	Total		
Number of Precincts	7		
Precincts Reporting	7	100.0 %	
Vote For	1		
Times Counted	957/1394	68.7 %	
Total Votes	840		
RYAN RISSETTO	306	36.43%	
RICHARD O. THOMPSON	526	62.62%	
Write-in Votes	8	0.95%	

LODI UNIFIED SCHOOL DISTRICT, TRUSTEE AREA NO. 4 BOARD MEMBER			
	Total		
Number of Precincts	34		
Precincts Reporting	34	100.0 %	
Vote For	1		
Times Counted	10285/14946	68.8 %	
Total Votes	8405		
COURTNEY PORTER	4803	57.14%	
DAVE SORGENT	2100	24.99%	
KANWALJEET GILL	1464	17.42%	
Write-in Votes	38	0.45%	

ESCALON UNIFIED SCHOOL DIST., TRUSTEE AREA NO. 2 BOARD MEMBER			
	Total		
Number of Precincts	7		
Precincts Reporting	7	100.0 %	
Vote For	1		
Times Counted	1049/1442	72.7 %	
Total Votes	887		
KATE ISIDRA POWELL	505	56.93%	
KURT S. KALE	373	42.05%	
Write-in Votes	9	1.01%	

LODI UNIFIED SCHOOL DISTRICT, TRUSTEE AREA NO. 5 BOARD MEMBER			
	Total		
Number of Precincts	8		
Precincts Reporting	8	100.0 %	
Vote For	1		
Times Counted	5754/9707	59.3 %	
Total Votes	4903		
RON HEBERLE	3592	73.26%	
RAMON YEPEZ	1277	26.05%	
Write-in Votes	34	0.69%	

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TRACY UNIFIED SCHOOL DISTRICT BOARD MEMBER			
	Total		
Number of Precincts	71		
Precincts Reporting	71	100.0 %	
Vote For	4		
Times Counted	31244/48462	64.5 %	
Total Votes	84250		
AMENI E. ALEXANDER	10525	12.49%	
STEPHEN ABERCROMBIE	14650	17.39%	
SIMRAN KAUR	10211	12.12%	
JAMES YOUNG, SR.	7830	9.29%	
JAMES P. VAUGHN	6976	8.28%	
JEREMY SILCOX	7413	8.80%	
GREGORY SILVA	6763	8.03%	
LORI SOUZA	12531	14.87%	
MATEO MORELOS BEDOLL	7127	8.46%	
Write-in Votes	224	0.27%	

GALT JOINT UNION HIGH SCHOOL DISTRICT BOARD MEMBER			
	Total		
Number of Precincts	6		
Precincts Reporting	6	100.0 %	
Vote For	3		
Times Counted	2059/2962	69.5 %	
Total Votes	3774		
DENNIS RICHARDSON	709	18.79%	
ALICE HENDERSON	428	11.34%	
MATTHEW PRATTON	550	14.57%	
MELISSA NEUBURGER	573	15.18%	
PATRICK W. MAPLE	494	13.09%	
MARK BECK	1001	26.52%	
Write-in Votes	19	0.50%	

BANTA ELEMENTARY SCHOOL DISTRICT BOARD MEMBER			
	Total		
Number of Precincts	12		
Precincts Reporting	12	100.0 %	
Vote For	2		
Times Counted	1144/1795	63.7 %	
Total Votes	1763		
JOSHUA ANDERSON	449	25.47%	
DAN-JOE LOPEZ	335	19.00%	
GENE NEELY	512	29.04%	
FRANK I. SILVA	456	25.87%	
Write-in Votes	11	0.62%	

OAK VIEW UNION ELEMENTARY SCHOOL DISTRICT BOARD MEMBER			
	Total		
Number of Precincts	3		
Precincts Reporting	3	100.0 %	
Vote For	3		
Times Counted	1107/1535	72.1 %	
Total Votes	2085		
MARK HUFT	559	26.81%	
NORMAN PEARSON	497	23.84%	
DUSTIN MCDONALD	497	23.84%	
CODY BRUM	525	25.18%	
Write-in Votes	7	0.34%	

STOCKTON CITY COUNCIL DISTRICT 3			
	Total		
Number of Precincts	26		
Precincts Reporting	26	100.0 %	
Vote For	1		
Times Counted	12398/23681	52.4 %	
Total Votes	11487		
PAUL CANEPA	6256	54.46%	
SUSAN LOFTHUS	5231	45.54%	

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STOCKTON CITY COUNCIL DISTRICT 5		
	Total	
Number of Precincts	25	
Precincts Reporting	25	100.0 %
Vote For	1	
Times Counted	7640/19048	40.1 %
Total Votes	7104	
CHRISTINA FUGAZI	3789	53.34%
DYANE BURGOS MEDINA	3315	46.66%

ESCALON CITY COUNCIL		
	Total	
Number of Precincts	7	
Precincts Reporting	7	100.0 %
Vote For	3	
Times Counted	2863/4034	71.0 %
Total Votes	6197	
ED ALVES	1445	23.32%
RICHARD PERCEY	911	14.70%
PETER KRUMEICH	1045	16.86%
STEPHANIE ENNIS WIEN	777	12.54%
ROBERT SWIFT	1414	22.82%
WILLIAM SMITH	549	8.86%
Write-in Votes	56	0.90%

MANTECA MAYOR		
	Total	
Number of Precincts	30	
Precincts Reporting	30	100.0 %
Vote For	1	
Times Counted	24622/39068	63.0 %
Total Votes	23117	
BENJAMIN CANTU	12042	52.09%
STEVE DEBRUM	10988	47.53%
Write-in Votes	87	0.38%

MANTECA CITY COUNCIL		
	Total	
Number of Precincts	30	
Precincts Reporting	30	100.0 %
Vote For	2	
Times Counted	24622/39068	63.0 %
Total Votes	36487	
JOSE NUÑO	9377	25.70%
MIKE MOROWIT	9322	25.55%
CHRIS SILVA	7770	21.30%
DAVID BREITENBUCHER	9934	27.23%
Write-in Votes	84	0.23%

LODI CITY COUNCIL DISTRICT 1		
	Total	
Number of Precincts	10	
Precincts Reporting	10	100.0 %
Vote For	1	
Times Counted	6046/8484	71.3 %
Total Votes	4911	
ALAN NAKANISHI	4694	95.58%
Write-in Votes	217	4.42%

LODI CITY COUNCIL DISTRICT 2		
	Total	
Number of Precincts	6	
Precincts Reporting	6	100.0 %
Vote For	1	
Times Counted	4216/6691	63.0 %
Total Votes	3801	
MARK CHANDLER	2406	63.30%
SPENCER RHOADS	1376	36.20%
Write-in Votes	19	0.50%

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LODI CITY COUNCIL DISTRICT 3		
	Total	
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Vote For	1	
Times Counted	4714/7321	64.4 %
Total Votes	3431	
DOUG "KEEN" KUEHNE	3210	93.56%
Write-in Votes	221	6.44%

LATHROP MAYOR		
	Total	
Number of Precincts	12	
Precincts Reporting	12	100.0 %
Vote For	1	
Times Counted	5594/10487	53.3 %
Total Votes	4923	
SONNY DHALIWAL	4675	94.96%
Write-in Votes	248	5.04%

TRACY MAYOR		
	Total	
Number of Precincts	36	
Precincts Reporting	36	100.0 %
Vote For	1	
Times Counted	27245/42337	64.4 %
Total Votes	25915	
ROBERT RICKMAN	13433	51.83%
NANCY D. YOUNG	12356	47.68%
Write-in Votes	126	0.49%

LATHROP CITY COUNCIL MEMBER		
	Total	
Number of Precincts	12	
Precincts Reporting	12	100.0 %
Vote For	2	
Times Counted	5594/10487	53.3 %
Total Votes	8015	
PAUL AKINJO	2529	31.55%
DEBBIE ROCK	1028	12.83%
DIANE LAZARD	2330	29.07%
MINNIE "COTTON" DIA	2094	26.13%
Write-in Votes	34	0.42%

TRACY CITY COUNCIL		
	Total	
Number of Precincts	36	
Precincts Reporting	36	100.0 %
Vote For	2	
Times Counted	27245/42337	64.4 %
Total Votes	44222	
DAN TAVARES ARRIOLA	10100	22.84%
JUANA L. DEMENT	6952	15.72%
AMER HAMMUDI	4923	11.13%
VERONICA VARGAS	8371	18.93%
DOTTY NYGARD	8256	18.67%
CATALINA OLVERA	5516	12.47%
Write-in Votes	104	0.24%

LATHROP CITY COUNCIL MEMBER, Short TERM		
	Total	
Number of Precincts	12	
Precincts Reporting	12	100.0 %
Vote For	1	
Times Counted	5594/10487	53.3 %
Total Votes	5042	
STEVE DRESSER	2499	49.56%
JENNIFER TORRES-O'CA	2525	50.08%
Write-in Votes	18	0.36%



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LOCKEFORD COMMUNITY SERVICES DISTRICT		
BOARD MEMBER	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Vote For	3	
Times Counted	921/1387	66.4 %
Total Votes	1655	
JANINA "NINA" CHANDL	391	23.63%
DAVID M. ROWE	329	19.88%
PATRICK J. FISCHER	311	18.79%
NOEL STETSON	285	17.22%
GARY GORDON	327	19.76%
Write-in Votes	12	0.73%

WOODBIDGE SANITARY DISTRICT BOARD MEMBER		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Times Counted	1620/2373	68.3 %
Total Votes	1397	
MARY R. AVANTI	848	60.70%
BRUCE HENZ	544	38.94%
Write-in Votes	5	0.36%

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT		
BOARD MEMBER	Total	
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Vote For	2	
Times Counted	3935/6489	60.6 %
Total Votes	5244	
BRIAN LUCID	1668	31.81%
VICTOR LIEW	1344	25.63%
MANUEL "MANNY" MORENO	2118	40.39%
Write-in Votes	114	2.17%

STOCKTON-EAST WATER DISTRICT DIVISION 7		
BOARD MEMBER	Total	
Number of Precincts	222	
Precincts Reporting	222	100.0 %
Vote For	1	
Times Counted	84179/169003	49.8 %
Total Votes	74665	
THOMAS MCGURK	55636	74.51%
MARK L. STEBBINS	18735	25.09%
Write-in Votes	294	0.39%

WATERLOO-MORADA RURAL FIRE PROTECTION		
DISTRICT BOARD MEMBER	Total	
Number of Precincts	16	
Precincts Reporting	16	100.0 %
Vote For	3	
Times Counted	4497/7114	63.2 %
Total Votes	7355	
RALPH LUCCHETTI	2334	31.73%
RYAN D. HAGGERTY	1556	21.16%
MARC YOUNGBLOOD	2357	32.05%
JOHN D. BAKER	1078	14.66%
Write-in Votes	30	0.41%

PROPOSITION 1 HOUSING ASSISTANCE BOND		
	Total	
Number of Precincts	485	
Precincts Reporting	485	100.0 %
Vote For	1	
Times Counted	196634/344605	57.1 %
Total Votes	188934	
YES	92306	48.86%
NO	96628	51.14%

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PROPOSITION 2 BONDS FOR MENTAL HEALTH HOUSING			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196603/344605	57.1 %	
Total Votes	189615		
YES	111890	59.01%	
NO	77725	40.99%	

PROPOSITION 6 FUEL TAX REPEAL			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	191505		
YES	93560	48.86%	
NO	97945	51.14%	

PROPOSITION 3 BONDS FOR WATER PROJECTS			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196469/344605	57.0 %	
Total Votes	187335		
YES	90069	48.08%	
NO	97266	51.92%	

PROPOSITION 7 DAYLIGHT SAVING TIME			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	188949		
YES	100154	53.01%	
NO	88795	46.99%	

PROPOSITION 4 BONDS FOR HOSPITALS			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196403/344605	57.0 %	
Total Votes	189388		
YES	113573	59.97%	
NO	75815	40.03%	

PROPOSITION 8 DIALYSIS CLINIC REGULATION			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	190859		
YES	70974	37.19%	
NO	119885	62.81%	

PROPOSITION 5 PROPERTY TAX TRANSFER			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	187594		
YES	73223	39.03%	
NO	114371	60.97%	

PROPOSITION 10 RENT CONTROL			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	190424		
YES	60944	32.00%	
NO	129480	68.00%	

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PROPOSITION 11 AMBULANCE EMPLOYEES ON CALL			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	188643		
YES	112875	59.84%	
NO	75768	40.16%	

MEASURE G LINDEN USD SCHOOL BOND			
	Total		
Number of Precincts	25		
Precincts Reporting	25	100.0 %	
Vote For	1		
Times Counted	4171/6449	64.7 %	
Total Votes	4033		
BONDS YES	1804	44.73%	
BONDS NO	2229	55.27%	

PROPOSITION 12 ANIMAL CONFINEMENT STANDARDS			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	188318		
YES	103687	55.06%	
NO	84631	44.94%	

MEASURE I RIPON USD SCHOOL BOND			
	Total		
Number of Precincts	14		
Precincts Reporting	14	100.0 %	
Vote For	1		
Times Counted	8414/11395	73.8 %	
Total Votes	8156		
BONDS YES	3992	48.95%	
BONDS NO	4164	51.05%	

MEASURE B COUNTY CANNABIS TAX			
	Total		
Number of Precincts	485		
Precincts Reporting	485	100.0 %	
Vote For	1		
Times Counted	196394/344605	57.0 %	
Total Votes	187686		
YES	119256	63.54%	
NO	68430	36.46%	

MEASURE L LODI SALES TAX			
	Total		
Number of Precincts	31		
Precincts Reporting	31	100.0 %	
Vote For	1		
Times Counted	19686/31748	62.0 %	
Total Votes	19242		
YES	11295	58.70%	
NO	7947	41.30%	

MEASURE E ESCALON USD SCHOOL BOND			
	Total		
Number of Precincts	22		
Precincts Reporting	22	100.0 %	
Vote For	1		
Times Counted	5361/7596	70.6 %	
Total Votes	5149		
BONDS YES	2488	48.32%	
BONDS NO	2661	51.68%	

MEASURE J MANTECA HOTEL TAX			
	Total		
Number of Precincts	30		
Precincts Reporting	30	100.0 %	
Vote For	1		
Times Counted	24588/39068	62.9 %	
Total Votes	23625		
YES	13664	57.84%	
NO	9961	42.16%	

Statewide General Election November 6 2018  
 San Joaquin County  
 FINAL OFFICIAL RESULTS (WITH WRITE-IN STATISTICS)

Date:12/06/2018  
 Time:04:20:15 PM  
 Page:12 of 12

Registered Voters 344605 - Ballots Cast 196635 57.1%

Num. Report Precinct 485 - Num. Reporting 485 100.00%

MEASURE K STOCKTON AFFORDABLE HOUSING			
	Total		
Number of Precincts	138		
Precincts Reporting	138	100.0 %	
Vote For	1		
Times Counted	67002/136723	49.0 %	
Total Votes	63986		
YES	48542	75.86%	
NO	15444	24.14%	

MEASURE D TRACY CANNABIS TAX			
	Total		
Number of Precincts	36		
Precincts Reporting	36	100.0 %	
Vote For	1		
Times Counted	27223/42337	64.3 %	
Total Votes	26006		
YES	16187	62.24%	
NO	9819	37.76%	

MEASURE M TRACY GROWTH ORDINANCE			
	Total		
Number of Precincts	36		
Precincts Reporting	36	100.0 %	
Vote For	1		
Times Counted	27223/42337	64.3 %	
Total Votes	26388		
YES	5756	21.81%	
NO	20632	78.19%	

## RESOLUTION 2018-

### RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD IN THE CITY OF TRACY ON NOVEMBER 6, 2018, DECLARING THE RESULTS OF THE ELECTION AND SUCH OTHER MATTERS AS PROVIDED BY LAW

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

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

WHEREAS, Pursuant to Tracy City Council Resolution No. 2018-082 adopted May 1, 2018, the San Joaquin County Registrar of Voters canvassed the returns of the election and has certified the results to this City Council per Elections Code section 10264. The results are received, and attached and made a part hereof.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Tracy that it does declare, determine, and order as follows:

Section 1: That the names of the persons voted for at the election were as follows:

- The names of the persons voted for at the election for Mayor were Robert Rickman and Nancy Young.
- The names of the persons voted for at the election for Member of the City Council were Dan Arriola, Juana Dement, Amer Hammudi, Dotty Nygard, Catalina Olvera, and Veronica Vargas.

Section 2: That the Measures voted upon at the election was as follows:

- Measure D - Shall the City of Tracy adopt an ordinance establishing a special tax on cannabis businesses at annual rates, not to exceed \$12.00 per canopy square foot for cultivation (adjusted for inflation), 6% of gross receipts for retail cannabis businesses, and 4% for all other businesses; which is expected to generate an estimated \$35,000 to \$100,000 annually to fund police and code enforcement services and that shall be levied until repealed by voters? – Yes/No
- Measure M - Shall an ordinance be adopted exempting deed-restricted senior housing, attached homes or detached homes on 4,000 square foot or less lots located in areas identified on the attached map from the City's Growth Management Ordinance, including the implementation section establishing a lottery requirement prior to the sale of homes? – Yes/No

Section 3: That the number of votes given at each precinct and the number of votes given in the City to each of the persons named above for the respective offices for which the persons were candidates and Measure D and Measure M were as listed in the Certificate of Results (attached).

Section 4: The City Council does declare and determine that: Robert Rickman was elected as Mayor for the full term of two years; that Dan Arriola was elected as Member of the City Council for the full term of four years and Veronica Vargas was re-elected as Member of the City Council to serve a second term of four years; Measure D and Measure M did not pass.

Section 5: The City Clerk shall enter on the records of the Tracy City Council, a statement of the result of the election showing (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) for which office each person was voted for; (4) the number of votes given at each precinct to each person; and (5) the total number of votes given to each person.

Section 6: That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Elections signed by the City Clerk and authenticated; that the City Clerk shall also administer the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

\* \* \* \* \*

The foregoing Resolution 2018-        was passed and adopted by the Tracy City Council on the 18<sup>th</sup> day of December 2018, by the following vote:

AYES:            COUNCIL MEMBERS:

NOES:            COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

ABSTAIN:       COUNCIL MEMBERS:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

AGENDA ITEM 6

REQUEST

**RECEIVE PRESENTATION AND DISCUSS ANIMAL SHELTER SERVICES PROVIDED BY THE CITY OF TRACY'S ANIMAL SERVICES STAFF**

EXECUTIVE SUMMARY

This agenda item is at the Council's request to discuss animal shelter services provided by the City of Tracy's Animal Services staff.

DISCUSSION

**City of Tracy Animal Services Unit: Background and Operations**

The Animal Services Unit functions under the authority of the Police Department and falls under the Bureau of Support Services. The unit is comprised of eight employees consisting of a supervisor, four Animal Services Officers, two Shelter Aides and one Administrative Assistant. They are responsible for protecting public health and safety by enforcing local and state laws and regulations that pertain to animals and their care. The Unit administers the State of California mandated rabies control program, including vaccination clinics, reporting of bites, and the quarantine of animals. Field officers respond to calls for service, handle barking dog and negligence complaints, impound stray or unmanageable animals and issue citations for various violations. The Unit also responds to reports of cruelty, neglect and inhumane treatment of animals. With the operation of the shelter, the Unit is responsible for caring for sick and injured animals, sheltering animals no longer in the care of their owners, returning impounded animals to their owners, and for adopting animals to new owners. In addition to our staff, shelter volunteers donate over 2,800 hours of service every year, assisting with cleaning kennels, walking dogs, socializing cats, cleaning dishes and laundry.

**City of Tracy Animal Shelter: Background and Operations**

The current Animal Shelter located at 2375 Paradise Avenue opened in 2015. The shelter development was a two-year process with a total cost of \$4,723,000. The Animal Shelter was developed in collaboration with Citygate Associates, INDIGO, Hammond & Playle Architects LLP and with the UC Davis Koret Shelter Medicine Program. The collaboration allowed the shelter to be designed around shelter medicine best practices. The design focused on a "right-sized" facility to avoid excessive capacity, which can lead to increased operational costs, an increased length of stay for animals, increased risk of illness to the animals, and confinement related behavioral disorders.

There is an important and direct relationship between a shelter's holding capacity and the wellbeing and health of the shelter's animal population. The shelter was designed to implement quality and humane animal care housing including double compartment housing for cats and indoor/outdoor kennels for dogs. These types of housing allow for ample space for the animals to move around and change environments as needed. These types of housing have been proven to reduce stress, improve health, and increase positive outcomes for animals. In addition to these design factors, the building's colorful and playful appearance was also purposely chosen to create an attractive and exciting environment to welcome the public to stop by and have a look, helping to increase adoption rates and reduce the need to euthanize animals.

At the time the shelter opened, Doctor of Veterinary Medicine, Kate Hurley and other members of the UC Davis Koret Shelter Medicine Program provided training and direction to shelter staff on best practices for shelter operation. All Animal Services Officers attend the Basic Academy and Advanced Academy through an Animal Services Academy with curriculum developed by the Society for the Prevention of Cruelty to Animals (SPCA). The techniques used by our staff to determine animal temperament are taught by the SPCA and are consistent with other SPCA shelters. These techniques include assessing the animal's behavior from the time of intake and on-going assessment through the entire duration of their stay. Staff is trained to constantly monitor the animal's body language and other behaviors that indicate animal stress, pain and suffering as well as behaviors that indicate they are successfully adapting to the shelter environment. In addition to the SPCA training, Animal Services staff receives continuing education in areas such as animal control, humane euthanasia, cruelty to animals, and other courses designed to maintain and improve skills.

In 2017 (the last year with complete annual statistical information), Animal Services Officers responded to 2,101 calls for service including stray animals (578), Municipal Code violations (512), barking dog complaints (283) and negligence complaints (279). During this period, officers issued 91 citations for violations.

Also during 2017, Animal Services staff impounded 957 dogs and 1152 cats. Despite an increase in the total numbers of animals taken in, the Animal Shelter's euthanasia rates declined from the rates reported in 2016 - 17% to 13% in dogs and 57% to 45% in cats. 85% of dogs were adopted, rescued or returned to owner and 49% of cats were adopted, rescued or returned to owner.

From January 1, 2018 to December 3, 2018 Animal Services impounded 841 dogs and 924 cats. 28 days short of the new year, staff has seen a reduction in euthanasia by 1% in dogs, and a 25% reduction in the euthanasia of cats.

Animal Services staff were able to return 28% of dogs and 18% of cats to their owners, and they were able to facilitate 516 dog and cat adoptions, equating a to 31% dog and 28% cat adoption rate. 571 animals were transferred to animal rescue groups. In comparison to the number of animals returned to owner, rescued, or adopted, the euthanasia rate is considerably less at 12% for dogs and 20% for cats, for a total of 288 euthanized animals year to date.

Staff routinely collaborates with over 100 Animal Rescue Groups in accordance with state law and the Tracy Municipal Code to make animals available for rescue. Animal Services routinely sends out a mass email to these groups with information regarding animals available for rescue. The information contains pictures, identifying information, temperament information, and staff observations made during the animal's stay. In addition, through the use of the animal shelter's software program, Chameleon, information regarding all animals housed at the shelter is automatically available through PetHarbor.Com. Animal Services also uses a Facebook page to feature animals that are available for adoption to the public. At times, an animal with aggressive behavior, either observed during its stay or through known past history, may be deemed non-adoptable and is not actively marketed to rescue groups. As a last resort, if an animal cannot be reasonably treated for illness or injury, rescued or adopted, euthanasia is used.



When making the determination regarding the disposition of an animal, Animal Services Staff must adhere to state law contained in at least 16 areas of state code such as the Fish and Game Code, Penal Code, Food and Agriculture Code, and the Health and Safety Code. Staff must also adhere to the Tracy Municipal Code and the Tracy Police Department's Lexipol Policy. Additionally, staff operates under the guidance of The Associations of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters and the Tracy Police Department's Animal Service Manual. Furthermore, staff must factor in an animal's physical and mental well-being, confinement related behavioral issues, the space available in the shelter, and budgetary constraints. Currently, Animal Services operates on a total \$5,500 fiscal year medical budget and relies heavily on its donation fund to provide medical services to animals in need.

The Tracy Police Department and Animal Services staff remain committed to constantly evaluating our facilities, policies and procedures in light of national and regional standards. The process includes working towards strengthening our relationships with stakeholders in the community and increasing the public value the department provides. Examples of adjustments made or planned recently include the addition of body-worn cameras for Animal Service Officers and additional facility cameras to increase transparency, evaluation of euthanasia procedures and the future introduction of a reduced-fee adoption program for veterans.

#### FISCAL IMPACT

There is no fiscal impact associated with this action. This report provides statistical data only.

#### STRATEGIC PLAN

This agenda item is an informational item and relates to the Council's Strategic Plan in the area of Safety and the Mayor's Five-Point Plan in working with Public Safety to enhance our community safety.

#### RECOMMENDATION

It is recommended City Council receive the report.

Prepared by: Beth Lyons, Support Operations Manager

Reviewed by: Alex Neicu, Chief of Police  
Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

#### ATTACHMENTS:

Guidelines for Standards of Care in Animal Shelters (2010)



# Guidelines for Standards of Care in Animal Shelters

*The Association of Shelter Veterinarians • 2010*

*Authors:*

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Julie D. Dinnage, Brenda Griffin, Kate F. Hurley, Natalie Isaza, Wes Jones, Lila Miller,  
Jeanette O'Quin, Gary J. Patronek, Martha Smith-Blackmore, Miranda Spindel



# Guidelines for Standards of Care in Animal Shelters

*The Association of Shelter Veterinarians • 2010*

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# Foreword

## Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters

When the Association of Shelter Veterinarians (ASV) Guidelines for Standards of Care in Animal Shelters (hereinafter referred to as "the Guidelines") were first published, it was anticipated that questions would arise as to why they were developed, how they would be used, and how they would impact the animal welfare community. The National Federation of Humane Societies (NFHS), the Society of Animal Welfare Administrators (SAWA), the National Animal Control Association (NACA), the American Society for the Prevention of Cruelty to Animals (ASPCA) and the Humane Society of the United States (HSUS) met with the Association of Shelter Veterinarians (ASV) authors of the Guidelines, to discuss their intentions and goals in publishing this comprehensive document. This Foreword is intended to put the Guidelines into perspective for animal welfare organizations.

It is important to note that each of the organizations listed above and that have co-authored this Foreword embrace the spirit and intent of the Guidelines, both to raise the standard of animal care throughout our industry and to create a road map that will aid organizations with on-going self-assessment and improvement. We strive for consistency and excellence in the programs and services provided to animals, and we believe that the Guidelines, with their focus on meeting the needs of each individual animal without losing sight of the needs of the population as a whole, assistance in helping prioritize necessary change, and applicability regardless of type and size of organization, will help every organization achieve these critically important goals.

At the time of publication the ASV provided the FAQs summarized below. For the full ASV FAQ's please refer to the ASV Guidelines' FAQ's.

**Why did the ASV develop these Guidelines?** To date, no federal agency or judicial act regulates the welfare and care of companion animals in a shelter environment. The goal of the ASV was to provide information that will help any animal welfare entity meet the physical, mental and behavioral needs of the animals in their care. The Guidelines were developed to provide a tool that would allow communities and animal welfare organizations of all sizes, whether a large organization, a small home based effort or something in between – as well as communities, to identify minimum standards of care, as well as best and unacceptable practices. ASV strove to create animal care guidelines that could continue to evolve as knowledge increases about the best way to meet the needs of animals in shelter settings.

**What process was undertaken in developing these Guidelines?** The ASV created a task force to initiate a comprehensive literature review and prepare a well-researched and referenced white paper identifying standards of care that would meet the needs of animals in animal welfare organizations.

**What are the "Five Freedoms" and why are the Guidelines based on this concept?** The foundation of the Guidelines is the "Five Freedoms", developed in 1965 in the UK. The ASV believes the Five Freedoms are now recognized to have broad application across species and essentially speak to the fundamental needs of animals that remain constant regardless of setting.

**Who do the Guidelines apply to?** The Guidelines are meant to be applicable to virtually any situation in which care for companion animals is delivered in a group or population setting, including traditional brick and mortar shelters, sanctuaries and home based foster or rescue networks.

**How are practices identified as good or bad for a shelter in the Guidelines document?** "Unacceptable" is used to highlight practices that must be corrected as soon as possible to provide an acceptable level of care. A "must" indicates that without adherence to this recommendation, the delivery of a minimum level of acceptable humane care is not possible. "Should" implies a strong recommendation. Best practices are identified in the Guidelines as "ideal" or "best." While the authors note that achieving ideal or best practices in every aspect of operations is ultimately preferred, they acknowledge that not every organization is capable of achieving this goal in every circumstance. Therefore, shelters should strive to meet all "ideal" practices wherever possible, and should attempt to ensure that they are adhering to all practices identified as a "must," while avoiding any practices identified as "unacceptable."

**How quickly should shelters make changes?** While some changes can be made simply and easily, others may require physical changes to a facility, additional training, or more advanced planning. The first step for each organization should be to urgently address and correct any unacceptable practices. Aside from those immediate changes, implementing change based on the Guidelines should be a gradual and thoughtful process designed to provide maximum benefit for the animals. As change is made, careful attention should be given to the goals of maximizing quality of life and life saving capacity.



**What will the Guidelines *not* address?** While the Guidelines make recommendations in numerous areas of shelter operations, they are not intended to serve as an operations manual. The right approach for implementing the Guidelines will vary by organization depending on their particular resources and challenges.

**How are the Guidelines intended to help shelters?** The ASV and the organizations who participated in authoring this Foreword hope that the Guidelines will serve as a source of evidence-based information and support for all organizations, regardless of size, structure or philosophy, who are striving to provide the most humane care possible for their animals. It is hoped that they will also serve as an impetus for on-going self-evaluation and improvement, and provide the basis on which organizations can argue for and obtain the resources they need to provide the most humane levels of care possible.

The ASV has already documented instances in which shelters have used the Guidelines as a basis for making significant improvements in the level of animal care provided, at little or no cost to the organization. We support the ASV's intent to document and share these "case studies" as a means of helping other organizations better understand how change can be implemented successfully, and cost effectively. Examples can be found in *Animal Sheltering* magazine in an ongoing series of articles entitled "Getting Real". Here are two of these articles;

[http://www.animalsheltering.org/resource\\_library/magazine\\_articles/may\\_jun\\_2011/getting\\_real\\_asv\\_standards.html](http://www.animalsheltering.org/resource_library/magazine_articles/may_jun_2011/getting_real_asv_standards.html)

[http://www.animalsheltering.org/resource\\_library/magazine\\_articles/jul\\_aug\\_2011/getting\\_real\\_asv\\_standards\\_austin\\_humane.pdf](http://www.animalsheltering.org/resource_library/magazine_articles/jul_aug_2011/getting_real_asv_standards_austin_humane.pdf)

Case studies can be found on the ASV website, [www.shelternet.org](http://www.shelternet.org) and ASPCA Pro provides a series of webinars on specific Guidelines topics; <http://www.aspcapro.org/webinar-series-guidelines-for-standards.php>.

## **Organizational Self-Assessment**

The Guidelines represent an opportunity for organizational dialogue, reflection and most importantly, action. The Guidelines also present an opportunity for shelters to conduct a thorough assessment of current processes, and identify where improvements may be made for the benefit of the animals in their care. In the growing era of process improvement, shelters should be continually evaluating their ability to better house and care for animals.

## **Prioritization and Implementation**

Each community situation is different. Each shelter and physical facility is different, and the timeline and process for implementation of the Guidelines should be adjusted to reflect the inherent differences in each organization. As mentioned, one significant note in the interpretation of these guidelines is that they do not represent an operational manual or instructional guide for implementation. Each organization must develop its own operational model to maximize its ability to better care for animals based on the information presented in the Guidelines.

A prioritization and plan for how an agency will begin to address these items should be the first order of business. One logical first step is to review the guidelines which are considered "unacceptable" and address these issues as quickly as possible. Following a prioritized approach, addressing the "must" guidelines would be the next step. These are the articulation of the minimum guidelines which should be in place in each facility. As stated more than once in this Foreword and in the Guidelines themselves, the differences and specific challenges in organizations will dictate the ability of any agency to address these items and the speed with which they can be addressed. The important first step is for each organization to recognize areas where improvements can be made and then to set forth a plan and timeline to address them.

## **Foreword Authors.**

*The National Federation of Humane Societies (NFHS)*

*The Society of Animal Welfare Administrators (SAWA)*

*The National Animal Control Association (NACA)*

*The American Society for Prevention of Cruelty to Animals (ASPCA)*

*The Humane Society of the United States (HSUS)*

Download the "Guidelines to Standards of Care in Animal Shelters" here.

# Introduction

The Association of Shelter Veterinarians (ASV) is an international organization whose mission is to improve the health and well-being of animals in shelters through the advancement of shelter medicine. This document is the result of work that the ASV began in 2008 to address the lack of guidelines or standards of care for animals in shelters.

The first step in the process was to convene a taskforce to define the scope of this project. An exhaustive review of the scientific literature was undertaken to uncover as much data as possible pertaining to housing, care, health, and well-being of dogs and cats in population settings. Members of the taskforce then undertook writing this document over a period of 2 years. In some cases, answers were not available in the literature; in those instances, recommendations have been based on the collective expert opinion of the authors.

Every attempt was made to balance animal welfare science with practical and realistic recommendations specific for shelters. The guiding principle was

always animals' needs, which remain the same regardless of the mission of an organization or the challenges involved in meeting those needs. As with any specialty, shelter medicine continues to evolve; studies and clinical experience continue to provide new information that animal caregivers must consider in order to provide truly humane care. Principles of animal care that were believed to be appropriate just a few years ago may no longer be considered to be effective or humane. Shelters should bear this in mind and be willing to adapt as they review their programs.

The *Guidelines for Standards of Care in Animal Shelters* is intended to be a living document that will be periodically reviewed and revised. This document does not attempt to provide specific operational instructions, as these must be tailored to each individual setting. References are provided that can be used to obtain more detailed information. It is the authors' greatest hope that this document will serve shelter animals and those who care for them by providing scientific and humane guidelines for their care.

# Background

Historically, the provision of care for stray, unwanted, and owner-relinquished animals in the United States dates back to the founding of the first large-scale animal shelters in New York, Boston, and Philadelphia in the late 1800's. Most shelters were originally intended for handling large numbers of dogs for brief periods of time as part of animal control programs. That mission drove shelter design and operation for nearly 100 years. Animal sheltering has evolved considerably since those early days.

Sheltering organizations can now be found for almost any companion or domestic animal species (e.g., rabbits, birds, rodents, horses, livestock), and for many exotic species as well. The entities delivering services vary from large, well-established agencies with significant resources, to grass-roots groups, loosely-networked individuals, or individuals acting alone. The spectrum of programs is equally diverse, including: traditional open-admission shelters; care-for-life sanctuaries and hospices; home-based rescue and foster-care networks; virtual internet-based animal transport programs; behavioral rehabilitation centers; limited or planned admission shelters; no-kill or adoption guarantee shelters; high volume adoption agencies; and many permutations of these various approaches. In this document the term "shelter" is meant to apply to all of the entities mentioned above.

In contrast to many other settings such as zoos or laboratories (AZA 2009, 2010; ILAR 1996), the care of animals in shelters remains unstandardized and unregulated at the national level. Although as of 2010, at least 18 states require animal shelters to be registered or licensed (CO, GA, IL, IA, KS, MA, ME, MI, MN, MO, NE, NH, NJ, NC, PA, RI, VT, WI), and six require establishment of an advisory board (CO, KS, LA, ME, MO, TX) (ASPCA 2006a, 2006b; MDAR 2009); these regulations are inconsistent and often inadequately monitored at the state or local levels.

## 1. Challenges to Ensuring Welfare

The heterogeneous, fragmented nature of shelter systems, coupled with the lack of a consistent regulatory structure, has made it difficult to ensure adequate care for shelter animals. This difficulty is compounded by a multitude of challenges.

There is a growing body of literature documenting a long list of stressors for animals entering shelters, such as: leaving a familiar environment; confinement; adapting to new sounds, smells, and unfamiliar animals; and being handled by unfamiliar people. As occurs in zoo, farm, and laboratory settings, shelter animals can be challenged by boredom, frustration, isolation, social deprivation and other stresses arising out of confinement (Griffin 2006; Stephen 2005). Length of stay has been clearly identified as a risk factor for animal illness in shelters (Dinnage, 2009; Edinboro 2004).

Many facilities, which were historically designed for short-term handling of animals (e.g., for stray holding period), are poorly suited to meet the physical and behavioral needs of animals (Beerda 1997, 1999a, 1999b, 2000; Griffin 2006; Hennessy 1997; Holt 2010; Hubrecht 1992; Kessler 1997, 1999b; McCobb 2005; Ottway 2003; Tuber 1996). Various factors have contributed to increased length of stay. At many shelters there is a greater potential for animals to be confined to inadequate institutional or quasi-institutional settings from months in many cases, to the remainder of their lives in others, compounding concerns about their welfare. The same issues recognized for many years by the zoological community (Maple 2003) are now confronting shelters.

Over the past 15 years, there has been an explosive growth of grass-roots sheltering efforts. This expansion of the number of persons working on behalf of homeless companion animals has undoubtedly saved many animal lives, and overall is a very positive development. Concern arises, however, when animal care is provided by

individuals with good intentions but with little to no appropriate training in population husbandry, animal behavior, animal health, and/or veterinary medicine. Lack of awareness of information about sheltering or lack of connections to the larger shelter community may be additional barriers to ensuring adequate care.

There have been a growing number of incidents where shelter conditions have caused severe animal suffering and unnecessary death (ALDF website; Dudding 2009; HSUS 2007; Mckinnon 2009; Peat 2009; WBZN 2009). A growing number of allegations of cruelty have been filed against shelters or sanctuaries for failure to provide adequate and humane care (LA Times 2010). Lack of acceptable standards of care and failure to recognize or respond to animal suffering has contributed to these cases.

Many of these issues are not unique to the sheltering community. Over a quarter century ago, scandals revolving around substandard animal care, neglect and mismanagement rocked the laboratory animal world (Blum 1994) and the zoo community (Maple 2003). For laboratories, this led to significant federal regulation of animal care; for zoos, this triggered considerable internal dialogue and enhanced self-regulation (Wielbnowski 2003). Debates about farm animal welfare continue with less apparent progress. Consequently, the failure to self-regulate husbandry in some concentrated animal feeding operations ("factory farms") has begun to drive the public to seek legislative solutions (e.g., ballot initiatives to ban gestation and veal crates).

## 2. The Need for Standards

Despite the lessons learned from the high-profile examples referenced above, and the availability of substantial resources to guide shelter operations (ASPCA 2009; HSUS 2010; Miller 2004b, 2009; NACA 2009c; Peterson 2008; UC Davis website), it is regrettable that serious deficiencies in companion-animal care in shelters continue to occur. There is convincing evidence that societal expectations for the care and welfare of animals

have increased. This ethic is reflected in the professional literature as well as in extensive guidelines and/or codes of ethics issued by trade organizations, regulatory bodies, advisory boards and policy-making agencies for animals in almost every conceivable setting except animal shelters [e.g., zoological parks (AZA 2009, 2010; Kohn 1994), research laboratories (CACC 1993; ILAR 1996; SCAW 2001), breeding kennels (AKC 2006, 2008), catteries (CFA 2009; CVMA 2009), exotic wildlife sanctuaries (ASA 2009; Brent 2007; GFAS 2009), animal agriculture (FASS 1999; Mench 2008; Veissier 2008), pet industry retailers (PIJAC 2009), boarding kennels (CVMA 2007; New Zealand 1993; PCSA 2009), domestic wildlife rehabilitation (Miller 2000), animal rescue (ARA), equine rescue and retirement facilities (AAEP 2004; GFAS 2009)].

It might be assumed that anti-cruelty statutes would protect shelter animals, but these statutes are often not sufficient to ensure that animals in either public or private shelter and rescue settings receive proper care. One reason for this is that many retain 19th-century wording, which is difficult to interpret in modern settings, i.e.:

*"Whoever overdrives, overloads, drives when overloaded, overworks, tortures, torments, deprives of necessary sustenance, cruelly beats, mutilates or kills an animal, or causes or procures an animal to be overdriven, overloaded, driven when overloaded, overworked, tortured, tormented, deprived of necessary sustenance, cruelly beaten, mutilated or killed;... and whoever, having the charge or custody of an animal, either as owner or otherwise, inflicts unnecessary cruelty upon it, or unnecessarily fails to provide it with proper food, drink, shelter, sanitary environment, or protection from the weather, and whoever, as owner, possessor, or person having the charge or custody of an animal, cruelly drives or works it when unfit for labor, or willfully abandons it, or carries it or causes it to be carried in or upon a vehicle, or otherwise, in an unnecessarily cruel or inhumane manner or in a way and manner which might endanger the animal carried thereon, or knowingly and willfully authorizes or permits it to be subjected to unnecessary torture suffering or cruelty of any kind commits the crime of cruelty to animals".*

It can be difficult to apply this outdated anti-cruelty language to address modern concerns

about physical and psychological suffering from confinement as well as suffering from illness or death. Furthermore, there can be a large gap between adequate care and deficiencies serious enough to prosecute under existing cruelty statutes. This leaves the possibility that substantial numbers of animals will live in substandard conditions within organizations expected to protect animal welfare. In some cases, the organizations that are at fault for providing inappropriate or negligent care are governed by the same entity that investigates animal cruelty, creating a conflict of interest.

Because the legal definition of animal cruelty varies from state to state it is beyond the scope of these guidelines to specifically and directly address animal cruelty. However, it is clear that when failure by an individual to provide certain minimum standards of care constitutes animal cruelty, the same standards must apply to shelters. Good intentions or lack of resources should not serve as an excuse for municipalities or private organizations to permit or perpetuate animal cruelty.

### 3. The Five Freedoms and Companion Animals

The American Veterinary Medical Association (AVMA) has brief care guidelines for companion animals including some recommendations for humane societies (AVMA 2008). They have also stated, through the AVMA Animal Welfare Principles,

Table 1. Five Freedoms For Animal Welfare (Farm Animal Welfare Council 2009).

1. Freedom from Hunger and Thirst	by ready access to fresh water and a diet to maintain full health and vigor
2. Freedom from Discomfort	by providing an appropriate environment including shelter and a comfortable resting area
3. Freedom from Pain, Injury or Disease	by prevention or rapid diagnosis and treatment
4. Freedom to Express Normal Behavior	by providing sufficient space, proper facilities and company of the animal's own kind
5. Freedom from Fear and Distress	by ensuring conditions and treatment which avoid mental suffering

that animals should be treated with respect and dignity throughout their lives (AVMA 2006).

A broader, independent set of standards developed from within the shelter veterinary community is needed to identify best and unacceptable practices as well as minimum standards of care for shelter animals – whether in a large organization, a small home-based effort, or something in between. In order to be flexible enough to guide any type of sheltering situation, standards need to clearly describe some general principles without being overly prescriptive.

The welfare principles enumerated as the Five Freedoms (Table 1) (Farm Animal Welfare Council 2009) provide a model that is applicable across species and situations, including animal shelters. The Five Freedoms were created in 1965 in the United Kingdom as a result of a report by the Brambell Commission (which later became the Farm Animal Welfare Council) to address welfare concerns in agriculture settings. There is ample evidence that the Five Freedoms are broadly accepted as guidelines for welfare for all animals. For example, a survey of large animal faculty at veterinary schools indicated strong support for these principles in the United States (Heleski 2005), and it has been recommended that they are equally useful as a framework for zoo animal welfare (Wielebnowski 2003). The Five Freedoms also form the basis for minimum standards for dogs, cats, and animals in boarding facilities promulgated by the New Zealand Ministry of Agriculture (New Zealand 1998, 2007) and recently, for standards from the Canadian Veterinary Medical Association for cats (CVMA 2009). This approach has also been embraced by the laboratory animal community (Bayne 1998; CACC 1993; ILAR 1996; SCAW 2001). As performance standards, rather than engineering standards, the Five Freedoms define outcomes and imply criteria for assessment, but do not prescribe the methods by which to achieve those outcomes. The *Guidelines for Standards of Care in Animal Shelters* has been written using the Five Freedoms for Animal Welfare as the basis for all sections in this document.

# How to use this document

There are 12 sections in the document. Each section should be read in its entirety so that recommendations are not taken out of context and misunderstood. Shelters should not focus solely on the limited number of unacceptable practices or call outs that have been separately highlighted. These represent summary points that draw attention to some issues of great concern, but do not provide sufficient basis for thorough evaluation of a program.

No sheltering organization, regardless of its circumstances, i.e., budget, size, etc., should engage in any practice that is deemed unacceptable. Unacceptable practices must be corrected without delay. For example, failure to identify and provide analgesia for painful conditions is unacceptable and corrective steps must be taken immediately. Whenever a practice is identified as "must", it is believed that without adherence to this recommendation, the delivery of a minimum level of acceptable or humane care is not possible. Use of the word "should" implies a strong recommendation.

It is recognized that implementation of "ideal" recommendations may not be possible in all circumstances but would certainly enhance care for animals. A glossary of terms is provided at the end of this document to aid in understanding.

The terms "long-term" and "short-term" are used in several sections of this document (e.g., Facilities, Behavior, Medical Health and Physical Well-being). It is difficult to define when a shelter stay shifts from being short-term to long-term, and the impact of length of stay may affect individual animals differently. Therefore, recommendations found throughout this document that refer to long-term stays do not have a specific timeframe associated with them. Ideally, recommendations to ensure physical and behavioral health and well-being for long-term care should be implemented as soon as possible, regardless of length of stay expectations, but especially whenever a stay is anticipated to exceed 1 or 2 weeks.

# Management and record keeping

*Lines of authority, responsibility, and supervision should ideally be put in writing, reviewed periodically and updated when roles change.*

Implementation of the recommendations in this document requires adequate resources, planning, training, and monitoring; these operational principles form the foundation upon which many other elements described in this document must rest. To build this foundation, organizations must have a clearly defined mission; policies and protocols that reflect current information; adequate staff training and supervision; and proper management of animal care. Because animal health is interwoven into virtually every facet of sheltering or rescue programs, veterinarians should be integrally involved with development and implementation of an organizational plan, and must have supervision of medical and surgical care of animals. Organizational functioning, employee health and well-being, and animal wellness are inextricably linked (Reeve et al 2004; Rogelberg et al 2007).

authority, responsibility, and supervision should ideally be put in writing, reviewed periodically and updated when roles change. Authority and responsibility must be given only to those who have the appropriate knowledge and training. Many decisions involve issues of resource allocation as well as population health and individual animal welfare; in these cases broad consideration must be given to all factors, and decisions may well be made by a group of qualified individuals. However, in cases where animal welfare could be compromised, a veterinarian's decision should not be overridden. Supervision and accountability for all staff and volunteers are essential to ensure that policies and protocols guide daily activities.

*Adequate training is required to ensure humane animal care, as well as staff and public safety.*

## **1. Establishment of Policies and Protocols**

A clearly defined mission forms the basis for development of organizational policies, including those relating to animal care, intake, treatment, adoption, and euthanasia. Policies must address the resources and legal/contractual obligations of the organization. Protocols must be developed and documented in sufficient detail to achieve and maintain the standards described in this document, and updated as needed to ensure that they reflect current information and pertinent legislation (Hurley 2008a). All staff (and volunteers as needed) must have access to up-to-date protocols. Expert input on all policies and protocols related to maintenance of physical and behavioral animal health should be provided by a veterinarian. Ideally, this veterinarian would have training or experience in shelter medicine as well as knowledge about the particular population.

## **3. Training**

Adequate training is required to ensure humane animal care, as well as staff and public safety (ILAR 1996). This includes allocating time and resources for employees and volunteers to complete training prior to undertaking responsibility for tasks. The skills, knowledge and training to accomplish each task must be successfully demonstrated before proficiency is assumed. Continuing education should be provided in order to maintain and improve skills. Documentation of training should be maintained.

*A unique identifier (name and/or number) and record must be established for each animal upon intake.*

## **2. Management Structure**

A clearly defined structure that outlines accountability, responsibility, and authority for management within the organization is essential and must be communicated to all staff and volunteers. Lines of

## **4. Animal Identification and Record Keeping**

A unique identifier (e.g., name and /or number) and record must be established for each animal upon intake. Identification should be physically affixed to the animal (e.g., collar or tag) for the duration of the animal's stay unless this poses a safety risk for animals and/or staff. Basic elements of a record should include: the identifier, results of microchip scan, microchip number if present, source of animal, dates of entry and departure, outcome, species, age, gender, physical description (breed and colors), and available medical and behavioral information. (See section on Population Management and section on Medical Health and Well-being for more information on medical records and population data collection.)

# Facility Design and Environment

Shelters must provide an environment that is conducive to maintaining animal health. Facilities must be appropriate for the species, the number of animals receiving care and the expected length of stay in order to ensure physical and psychological well-being of the animals. The design should provide for proper separation of animals by health status, age, gender, species, temperament, and predator-prey status (see section on Medical Health and Physical Well-being and section on Behavioral Health and Mental Well-being for more information), and include sufficient space for the shelter operations described in this document (intake, examination, holding, adoption, isolation, treatment, food storage, laundry, and when necessary, euthanasia).

Entrances and exits, hallways, and rooms should be arranged so that movement through the facility ("foot traffic") and cleaning, as described in the Sanitation section, should proceed from the areas housing the most susceptible to disease and/or healthiest animals to those who are most likely to be a source of contagious disease. One set of guidelines recommends that at least 10% of the facility housing capacity should be made available for isolation of animals diagnosed with or suspected of having infectious diseases (New Zealand 1993). Organizations that provide services to privately owned animals (e.g., spay/neuter or veterinary clinics) should separate those animals from shelter animals.

## 1. Primary Enclosure

A primary enclosure is defined as an area of confinement such as a cage, run, kennel, stall, or pen, where an animal eats, sleeps, and in most sheltering situations spends the majority of its time. The primary enclosure must be structurally sound and maintained in safe, working condition to properly confine animals, prevent injury, keep other animals out, and enable the animals to remain dry and clean. There must not be any sharp edges, gaps or other defects that could cause an injury or trap a limb or other body part. Secure latches or other closing devices must be present. Wire-mesh bottoms or slatted floors in cages are not acceptable for

primary enclosures for cats and dogs. Enclosures that permit care and cleaning without removal of the animals (e.g., double-sided or compartmentalized enclosures) are very important to prevent disease transmission and should be provided for recently admitted or ill animals and those who are younger than 20 weeks of age.

The primary enclosure should be readily cleaned and disinfected. Even in home-based shelters, where the home itself or a room within the home may be the primary enclosure, sanitation is important. Until disease concerns have abated, newly arrived animals should be housed in areas of the home, or enclosures within the home, that can be properly and easily sanitized.

Tethering is an unacceptable method of confinement for any animal and has no place in humane sheltering (HSUS 2009a). Constant tethering of dogs in lieu of a primary enclosure is not a humane practice, and the Animal Welfare Act prohibited its use in 1997 for all regulated entities (APHIS 1997a).

Primary enclosures must provide sufficient space to allow each animal, regardless of species, to make normal postural adjustments, e.g., to turn freely and to easily stand, sit, stretch, move their head, without touching the top of the enclosure, lie in a comfortable position with limbs extended, move about and assume a comfortable posture for feeding, drinking, urinating and defecating (AAEP 2004; CFA 2009; Hansen 2000; King County 2009; Kulpa-Eddy 2005; New Zealand 1993). In addition, cats and dogs should be able to hold their tails erect when in a normal standing position. Primary enclosures should allow animals to see out but should also provide at least some opportunity to avoid visual contact with other animals (Carlstead 1993; Overall 1997; Wells 1998).

A range of minimum dimensions have been suggested for primary enclosures for dogs and cats (CFA 2009; Griffin 2006; New Zealand 1993). Most of these recommendations exceed

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what is typically found in many shelters. Because of the wide range of body sizes for dogs, specific recommendations for minimum kennel sizes are not included in this document. However, the size of each primary enclosure must be sufficient to meet the physical and behavioral parameters described above. Less than 2 feet of triangulated distance between litterbox, resting place and feeding area has been shown to adversely affect food intake for cats (Figure 1) (Bourgeois 2004). Cats housed in cages with 11 square feet of floor space were found to be significantly less stressed than those with only 5.3 square feet of space (Kessler 1999b). The Cat Fanciers' Association recommends a minimum of 30 cubic feet per cat (CFA 2009). Shelters should strive to exceed these dimensions, particularly as length of stay increases. (See section on Group Housing for dimensions recommended for group housing.)

In addition to size considerations, proper layout of the primary enclosure is essential to maintain animal health and welfare. Food and water bowls or receptacles must be provided. The location of food, water, and litter containers relative to each other, resting areas, doors, etc., can have a significant impact on the well-being of animals (CACC 1993).

Separation between food, urination and defecation, and resting areas should be maximized. A primary enclosure must allow animals to sit, sleep and eat away from areas of their enclosures where they defecate and urinate. This can be accomplished through the use of double-sided or compartmentalized enclosures; single enclosures for cats of sufficient size as

described in the figure above; or walking dogs with sufficient frequency on a daily basis that they do not need to urinate or defecate within their enclosures, provided this can be accomplished without undue risk to health and safety.

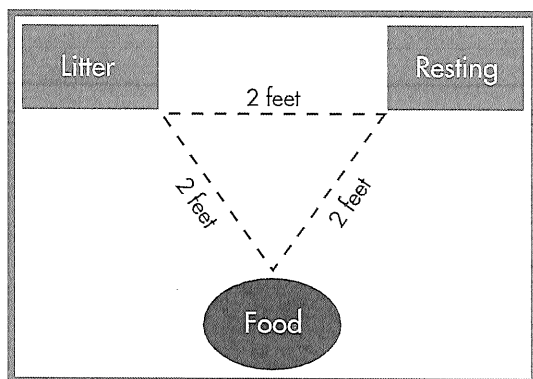
Attention should be paid to the habits of individual animals. Confinement, even in compartmentalized housing, will inhibit some dogs, from urinating or defecating. Many cats will avoid defecation and urination if litterbox location or substrate is aversive (CACC 1993; Neilson 2004). Cats must have a litterbox large enough to comfortably accommodate their entire body.

For cats, vertical as well as horizontal dimensions are extremely important because cats show a preference for spending more time on raised surfaces and high structures than on the floor. Some dogs also prefer to rest on elevated surfaces. Elevated resting places should be provided whenever possible, as long as this would not restrict animal movement within the enclosure. A soft resting place should be made available for all animals to provide comfort and prevent pressure sores from developing (Crouse 1995; New Zealand 1998).

Cages or crates intended for short-term, temporary confinement or travel (e.g., airline crates, transport carriers, cages or crates designed to restrict mobility during a defined period for recovery or treatment including small stainless steel cages less than 2 ft x 2 ft), are unacceptable as primary enclosures and are cruel if used as such (CFA 2009; Miller 2000). Crates or cages must not be stacked upon each other in a manner that increases animal stress and discomfort, compromises ventilation, or allows waste material to fall from the cage above into the cage below.

Poor cat housing is one of the greatest shortcomings observed in shelters and has a substantially negative impact on both health and well-being. Existing housing can be modified to improve feline welfare (e.g., cutting portholes in stainless steel cages

Figure 1. Minimal spacing recommended between litterbox, resting place, and food.



to increase available space and create multi-compartment housing units) (UC Davis 2009). Cats must have places to hide (e.g., paper bag or box large enough to provide concealment) and should have high points to perch upon (Carlstead 1993; Crouse 1995; De Monte 1997; Griffin 2002, 2006, 2009a; Hubrecht 2002; Rochlitz 1999, 2002; Wells 2000). One study found that the ability to hide led to decreased stress hormones in cats (Carlstead 1993). Ideally, cats should not be restricted to floor level cages, since these are more stressful compared to elevated cages.

As the length of stay increases (e.g., beyond 1–2 weeks), it becomes progressively more important to provide space that is both mentally and physically stimulating; alternatives to traditional housing must be provided. For animals housed long term, the physical environment must include opportunities for hiding, playing, resting, feeding, and eliminating. For cats, the environment should also allow for scratching, climbing and perching. Protected indoor-outdoor access is ideal for most species, especially when animals are held long term. Outdoor spaces must be suitably enclosed to protect from adverse weather, vandalism, and prevent escape or predation.

## 2. Surfaces and Drainage

Non-porous surfaces that can be easily disinfected and are durable enough to withstand repeated cleaning should be used in all animal areas and must be used in those areas housing puppies and kittens, or animals who are infectious or who are newly admitted with an unknown health history. These principles are equally important in home-based programs. A sealed, impermeable surface, such as sealed concrete or epoxy is ideal for flooring (New Zealand 1993). Carpeting should not be used in animal housing areas because it cannot be effectively cleaned and disinfected. In a home-based setting or light use situation, linoleum or tiled floors may be acceptable, but seams and grout lines require higher maintenance and attention to sanitation than a sealed surface. Points where walls meet floors should also be sealed. Peeling,

scratched or chipped floors that cannot be properly sanitized should be repaired or replaced.

Special accommodation (e.g., soft bedding or slip-proof mats) is required for animals with arthritis, muscle weakness, or other mobility impairments as these animals may have difficulty rising if surfaces are too slippery. Floors should be gently sloped to enable wastes and water to run off into drains. Waste water should not run off into common areas or adjacent kennels. Adequate drainage must be provided (New Zealand 1993). When drains are located in common areas special care must be taken to sanitize and disinfect those areas prior to allowing animal access. Drain covers should be designed to prevent toes from being caught in drains.

## 3. Heating, Ventilation, and Air Quality

Temperature and humidity recommendations vary with the species of animal being housed, but it is essential that each primary enclosure allows an animal to comfortably maintain normal body temperature (AVMA 2008a; New Zealand 1993). Temperature and humidity levels should be evaluated at the level of the animal's body within its enclosure.

For dogs and cats, the AVMA recommends the ambient temperature should be kept above 60°F (15.5°C), and below 80°F (26.6°C), and the relative humidity should range from 30 to 70% (AVMA 2008a). Because of breed, body condition, medical condition, haircoat, facial conformation, and age differences, animals must be monitored individually to ensure their comfort and to ensure they can adequately maintain their body temperature. If animals appear too cold (i.e., shivering or huddling together for warmth) or too hot (i.e., excessive panting), necessary measures must be taken to ensure animal comfort and safety (i.e., adjustments to the thermostat, additional bedding, fans, movement to another area of the shelter, health evaluation, etc.) Proper bedding materials, when kept clean and dry, can help animals maintain appropriate body temperature.

*Cages or crates intended for short-term, temporary confinement or travel are unacceptable as primary enclosures and are cruel if used as such.*

Fresh air is essential for maintenance of good health and well-being as well as limiting the spread of infectious diseases (CFA 2009). Proper ventilation removes heat, dampness, odor, airborne microbes, and pollutant gasses such as ammonia and carbon monoxide, while allowing for the introduction of fresh, oxygenated air. Ventilation must be maintained at a high enough rate to provide clean air in all areas of the shelter including within primary enclosures. All ventilation systems must be adequately maintained and air quality should be monitored at the level of the animal. Between 10 and 20 room air exchanges per hour with fresh air is the standard recommendation for adequate ventilation of animal facilities (European Council 1986; Johnson 2004; ILAR 1996).

Ventilation requirements vary depending on population density and pollutants in the air. A facility may require a higher ventilation rate when it is at full capacity compared to when it is relatively empty, as animals themselves are a major source of heat, humidity and ammonia. Other pollutants also increase with the number of animals housed. Ventilation rates may need to be adjusted seasonally and should not be thermostat-controlled. Systems that circulate air only when the temperature or humidity require adjustment do not provide adequate ventilation throughout the year. Ventilation must be accomplished without compromising maintenance of appropriate temperatures.

Because canine respiratory pathogens can be easily transmitted through the air, isolation areas for dogs should have separate air circulation from the rest of the facility (Appel 1972). Separate air exchange for feline isolation areas are a lesser priority as cats do not readily aerosolize their pathogens (Gaskell 1982; Wardley 1977). To prevent droplet transmission of respiratory viruses, however, cat cages facing each other should be spaced more than 4 feet apart (Gaskell 1977; Povey 1970; Wardley 1977). Although adequate ventilation to provide good air quality is essential, investment in enclosures and other aspects of facility design

that reduce fomite transmission (e.g., double-sided enclosures that allow animals to remain inside their enclosures during cleaning) is also critical to animal health. Even excellent ventilation will not overcome the harmful effects of inadequate housing.

Good air quality requires good sanitation and cleaning to reduce sources of airborne particles and gaseous contaminants such as ammonia, carbon monoxide, and hydrogen sulfide (FASS Guide 1999). Published guidelines for maximum ammonia exposures reflect hazards to human health or adverse effects on animal production and should not be used as an indicator of proper sanitation. Although some of the regulations for concentrated animal feeding operations cite minimum ammonia levels at or below 10 parts per million (ppm), acceptable levels in a shelter should be less than 2 ppm (G. Patronek 2010, unpublished data). In properly run shelters, ammonia should be below this level even before morning cleaning. Dust control is important because microbes may be transmitted by airborne dust (FASS 1999). Airborne dust can contain a variety of bioactive aerosols, particularly endotoxins, which have pro-inflammatory effects and a negative impact on lung function (Donham 2002; Rylander 2006, 2007).

#### **4. Light**

Facilities should be designed to offer as much natural light as possible. When artificial light is used, it should closely approximate natural light in both duration and intensity (CFA 2009; Griffin 2006; New Zealand 1993; Patronek 2001). Enclosures should be positioned so individual animals can avoid being exposed to excessive amounts of light or darkness. For example, cats on the lower level of a cage stack would spend most of their day in shadows unless light fixtures are mounted such that light shines into the lower level cages (CFA 2009). Cages should be spaced far enough apart to allow ambient light to reflect off the ceiling and floor. Adequate amounts of darkness are as important as light. Light and darkness should be provided so that they support the natural (circadian) rhythms of wakefulness and sleep.

Adequate lighting is also necessary for effective observation of animals (AAEP 2004).

## 5. Sound Control

An appropriate acoustic environment is essential for good animal health and welfare. Noise should be minimized in animal areas. Dog and cat hearing is more sensitive than human hearing so it can be assumed that noise levels that are uncomfortable to humans are even more uncomfortable for animals. Many common features of animal shelters contribute to elevated noise levels, including: forced air ventilation, barking dogs, non-porous building materials, use of power hoses, metal kennel gates, and metal food bowls. Excessive noise contributes to adverse behavioral and physiological responses (Spreng 2000).

Excessive noise from barking dogs is a particular welfare concern because of both its magnitude and duration (Sales 1997). Cats, in particular, are adversely affected by the sound of barking dogs (McCobb 2005). Sound levels in a shelter can exceed 100 db, largely due to barking (Coppola 2006). Sound is measured on a logarithmic scale, so a 90 db sound is 10 times louder than an 80 db sound. Any sound in the 90–120 db range can be felt as well as heard and may lead to irreversible hearing loss in humans. For comparison, a jackhammer produces noise in the 110 db range, and a subway train 95 db. Levels of 50–70 db or higher are considered likely to be detrimental to the hearing of rodents and rabbits (CCAC 1993). (See section on Public Health for information on occupational safety.)

Because sound can have a detrimental effect, interventions to reduce sound in shelters are important for animal health and well-being. Architectural strategies to minimize the impact of noise (e.g., arrangement of caging, materials selection for cages, doors, and latches) should be implemented in facility design or be added to an existing facility. Appropriate architectural strategies combined with behavior modification or enrichment strategies to

reduce barking can dramatically reduce noise levels (Griffin 2009a; Johnson 2004). Staff must also be instructed to avoid creating excessive noise during routine activities (e.g., slamming cage or kennel doors, tossing metal bowls). Noise-producing equipment should be located as far away from the animals as possible (Hubrecht 2002). Sound-absorbent materials must be durable enough to permit repeated cleaning and should either be out of the animal's reach or resistant to destruction (Hubrecht 2002). Shelters should be designed so that cats are not exposed to the noise of barking dogs (McCobb 2005). In a study of shelter dogs, visual contact with other dogs improved welfare and did not increase barking (Wells 1998); therefore preventing visual contact should not be used as a general strategy to reduce barking.

Music has been used to reduce animal stress in a variety of different settings (Line 1990; Wells 2002). While anecdotal reports support this finding, little data exist to recommend its use for shelters. Music or other sounds as a form of enrichment need to be considered carefully, particularly if animals have no way to move away or control their exposure. Many animals, including dogs, are able to hear frequencies above what humans can hear. Therefore, if music is introduced, radios or other sound systems should not be placed directly on cages and the volume should not exceed conversational levels. In one study, heavy metal music was shown to increase barking and arousal, whereas classical music had a calming effect (Wells 2002).

## 6. Drop Boxes

Although shelters often face challenges posed by limited operating hours for public access, the use of unattended "drop boxes" where live animals are placed by the public in receptacles for later intake may result in animal suffering or death and should be avoided. Alternatives should be provided (e.g., drop-off arrangements with police department or veterinary emergency clinics). Information about these alternatives should be made available to the public.

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# Population Management

Population management describes an active process of planning, on-going daily evaluation, and response to changing conditions as an organization cares for multiple animals. Effective population management requires a plan for intentionally managing each animal's shelter stay that takes into consideration the organization's ability to provide care that meets the recommendations outlined in this document. The capacity to provide humane care depends on the number and condition of animals admitted and their duration of stay; the size and condition of the facility; staffing levels and training; and other factors as well as the number of available enclosures. There are many ways to maintain a population within an organization's capacity for care whether in a shelter or home-based rescue organization. Active population management is one of the foundations of shelter animal health and well-being (Hurley 2004a), and must be based on an appreciation that capacity to provide humane care has limits for every organization, just as it does in private homes. When a population is not managed within an organization's capacity for care, other standards of care become difficult or impossible to maintain.

*Capacity to provide humane care has limits for every organization, just as it does in private homes.*

## 1. Capacity for Care

Every sheltering organization has a maximum capacity for care, and the population in their care must not exceed that level. Factors that determine capacity for care include: the number of appropriate housing units; staffing for programs or services; staff training; average length of stay; and the total number of reclaims, adoptions, transfers, release, or other outcomes. Many factors can alter the capacity for care. For example, loss of animal care staff, or malfunctioning enclosures, can temporarily decrease the capacity for care until such time as new persons are hired and appropriately trained, or enclosures are repaired or replaced. Operating beyond an organization's capacity for care is an unacceptable practice.

Maximum housing capacity must be based on the number of animals who can be adequately housed

within available primary enclosures. (See section on Facilities and section on Group Housing for information on adequate housing.) Ideally, shelters should maintain their populations below maximum housing capacity to allow for daily intake as well as more flexibility when choosing appropriate enclosures for each animal. Maximum housing capacity must not be exceeded. Even though enclosures may be available, it may be necessary to leave some empty due to other constraints on capacity for care (e.g., staffing levels and opportunities for enrichment).

The National Animal Control Association (NACA) and the Humane Society of the United States (HSUS 2010) recommend a minimum of 15 minutes of care time per day for feeding and cleaning each animal housed in the shelter (9 minutes for cleaning and 6 minutes for feeding) (HSUS 2010; NACA 2009b). For example, if 40 animals are present, a minimum of 10 hours of care would be required for basic care (40 animals @ 15 minutes/animal = 10 hours). Ability to provide services such as medical and behavioral evaluation or treatment, adoption, spay/neuter or euthanasia can be similarly evaluated based on average time for service (Newbury 2009a, 2009b). Staffing or volunteer work hours must be sufficient to ensure that the basic needs of animals in the shelter are met each day.

Length of stay has a dramatic effect on the experience and needs of animals in shelter care. The type of care and enrichment provided to sheltered animals must be appropriate to the length of stay (Patronek 2001). Average or median length of stay is also a key factor contributing to the number of animals present in the shelter each day, which in turn affects the ability to provide adequate care. For example, if an average of 5 cats per day enter the shelter and each stays an average of 5 days, the average daily population would be 25 cats. If the average length of stay rises to 10 days with no change in the average intake, then the average daily population would double to 50 cats.

Adequate staffing must be available to ensure that each critical point of service (e.g., vaccination or medical evaluation, spay/neuter surgery, or a physical move to adoption) is delivered promptly. Delays resulting in even one to two additional days of care may result in crowding and poor animal welfare in facilities that operate near maximum capacity. Expected demand for these critical points of service should be estimated based on the expected numbers of animals who will need each service and the length of time it takes to complete each procedure (e.g., number of animals needing evaluation or spay neuter surgery prior to adoption). Operating beyond capacity for care will result in unwanted outcomes including: delays or failure to provide necessary care; use of substandard housing; increases in staff and animal stress; haphazard mixing of animals; increased risk of infectious disease exposure; and increases in negative interactions between animals (Hurley 2008b; Newbury 2009a, 2009b). Operating beyond capacity for care creates a vicious cycle; services required for moving animals through the system are delayed. These delays prolong average lengths of stay for animals, leading to increased daily population. This further taxes the organization's capacity for care, worsens conditions, and threatens animal well-being (Newbury 2009a, 2009b). Once a shelter has exceeded its capacity for care it is no longer possible to ensure the Five Freedoms.

## **2. Protocols for Maintaining Adequate Capacity for Care**

Shelters must have policies and protocols to maintain adequate capacity for care and housing. Policies

must provide a means of balancing admission with the outcomes available (e.g., adoption, transfer, release, return to owner, euthanasia, or others). Increasing the number of animals housed beyond the capacity for care is an unacceptable practice.

Inspection of all animals must be performed daily in order to routinely evaluate and monitor adequacy of capacity and to identify needs for housing, care, or service (CFA 2009; New Zealand 1993). Appropriate interventions must be made before animal numbers exceed the capacity for care and housing. Waiting to respond until capacity has been exceeded results in animal suffering.

## **3. Monitoring Statistical Data**

Monitoring population statistics over time is a necessary component of a population management plan. At minimum, statistics must include monthly intake (e.g., stray, owner surrendered) and outcomes by type (e.g., adoption, euthanasia, returned to owner) for each species. For optimal population management and monitoring, an animal census (animal inventory) should be taken, evaluated, and reconciled with records daily to ensure accuracy of data collection as well as facilitate evaluation of capacity. Ideally, population statistics should also include an evaluation by age group, health and behavior status at intake as well as at outcome. More detailed data monitoring such as tracking incidence of disease at intake (pre-existing) and during shelter stay (from previous exposure or shelter acquired) is a best practice.

*Effective population management requires a plan for intentionally managing each animal's shelter stay that takes into consideration the organization's ability to provide care.*

*Operating beyond an organization's capacity for care is an unacceptable practice.*

# Sanitation

Good sanitation is an integral part of humane animal housing. Proper cleaning and disinfection practices help reduce the transmission of infectious diseases to both animals and people, and result in a cleaner and healthier environment (Cherry 2004; Hoff 1985; Lawler 2006; Weese 2002). A clean shelter also has the added benefits of increasing the comfort level of the animals and presenting a positive image of the shelter to the public. Protocols for proper sanitation are essential for any sheltering program. Providing education and training as well as ensuring compliance with those protocols is also essential.

## 1. Cleaning and Disinfection

Physical cleaning is defined as the removal of urine, fecal matter, and other organic material from the environment (Gilman 2004; Smith 2005). Cleaning should result in a visibly clean surface, but may not remove all of the harmful pathogens. Disinfection is the process that will kill most of the contaminants in a given area (Gilman 2004). Sanitation, for the purposes of this document, is defined as the combination of cleaning and disinfection, and is a requirement for all shelters and rescue homes. Sterilization is the destruction of all microbes, including spores, and is generally reserved for surgical instruments, surgical gloves, and other equipment necessary for sterile procedures. True sterilization of cage and kennel surfaces does not occur in a shelter (Gilman 2004).

Whether or not infectious disease occurs is dependent on several factors: the host (exposed animal), the virulence of the pathogen, the amount of the pathogen present, and the duration of exposure (Lawler 2006). Infectious dose defines a threshold amount of a pathogen required to cause infection and disease. By cleaning and using disinfectants properly, the number of pathogens in the environment is decreased, reducing the dose delivered if an animal is exposed. Sanitizing with the proper frequency decreases the duration of exposure. In the event of a disease outbreak, sanitation protocols and practices should be reviewed to determine if there are problems with

the products or practices. Very often, even though protocols appear adequate, changes in practices (e.g., inaccurate dilution of disinfectants or changes in day-to-day cleaning practices) have contributed to outbreaks (Petersen 2008). Sanitation protocols must be revised as needed during an outbreak to address specific pathogens.

### a) Sanitation Procedures

An assessment of the facility, animal population, training, equipment and procedures to be employed must be considered when developing sanitation protocols. Ideally, sanitation protocols should be developed and periodically reviewed in consultation with a veterinarian experienced in shelter medicine. While information about shelter sanitation may be extrapolated from many sources, protocols must be based on current knowledge and recommendations developed specifically for animal shelters, and must include specific methods and agents for achieving the goals of both cleaning and disinfection. An increasing number of resources exist providing guidelines tailored to the shelter environment (Dvorak 2009; Miller 2004b; Peterson 2008; UC Davis 2009).

Enough staff must be assigned to complete sanitation tasks promptly each day so that animals spend the majority of their time in sanitary conditions. As an example, out of the total of 15 minutes recommended per animal for daily husbandry, NACA and HSUS guidelines recommend a minimum of 9 minutes per animal per day for routine cleaning. Thus 40 dogs @ 9 minutes/dog = 360 minutes. This total time of 360 minutes (6 hrs) would allow sufficient time for a 10-minute disinfectant contact time in each kennel because other activities or tasks (e.g., cleaning other kennels, laundry) can be accomplished while the disinfectant sits.

Selection of proper cleaning and disinfectant products is essential. Detergents and degreasers must be used as needed to maintain clean surfaces free of visible dirt and debris. Disinfectants must be chosen that will be effective under the conditions

*Enough staff must be assigned to complete sanitation tasks promptly each day so that animals spend the majority of their time in sanitary conditions.*

present in a given environment (e.g., presence of organic matter), and with demonstrated activity against the pathogens for which the animals are at risk (Etrepi 2008). Unenveloped viruses such as parvovirus, panleukopenia, and feline calicivirus are of particular concern, but other disinfection-resistant agents such as coccidia and *Microsporium canis* may also be problematic. Some disinfectants have been shown by independent studies not to be effective against these durable pathogens (e.g., quaternary ammonium compounds against unenveloped viruses), in spite of EPA-approved labeling by manufacturers (Eleraky 2002; Kennedy 1995; Moriello 2004; Scott 1980). Products that have not been independently validated against unenveloped viruses and other pathogens of concern should not be used as the sole disinfectant.

The facility should be cleaned in order of animal susceptibility to disease and potential risk to the general population, starting with the most susceptible animals and ending with those who carry the highest risk of transmitting infectious disease. Separate cleaning supplies should be designated for each area. Appropriate protective clothing (gloves, gowns, and/or boots), should be used in each area, and removed before proceeding to care for other animals in the population. (See section on Public Health for recommendations on personal protective equipment.) Failure to follow a specified order of cleaning may result in susceptible populations being exposed to disease (Gilman 2004; Smith 2005).

In general, the order of cleaning and care, from first to last, should be:

- 1) *healthy puppies and kittens and healthy nursing bitches and queens;*
- 2) *healthy adult animals;*
- 3) *unhealthy animals.*

Thorough sanitation of primary enclosures before a new animal enters is essential. Sanitation protocols must include removal of gross organic matter, pre-

cleaning of surfaces with a detergent or degreaser, application of a disinfectant at the correct concentration and for sufficient time, rinsing, and drying. When water or cleaning and disinfecting products will be sprayed in or near the area of the primary enclosure, animals must be removed from the cage or kennel, or separated from the area being cleaned by guillotine doors to prevent splatter, soaking of the animals and stress. It is an unacceptable practice to spray down kennels or cages while animals are inside them.

Animals who are housed long-term in the same enclosure require less frequent disinfection of their enclosure, but daily cleaning is still essential to maintain sanitary conditions. In many instances, cages and kennels can be cleaned using the "spot cleaning" method, where the animal remains in its cage while the cage is tidied, and soiled materials, urine and feces are removed. Spot cleaning may be less stressful for the animal as it requires less animal handling and does not remove familiar scents (Patronek 2001). Daily cleaning is also necessary in cage free housing and home environments.

Improper cleaning may increase pathogen transmission (Curtis 2004). Practices that track pathogens from one enclosure to another put animals at risk. Mopping should be avoided if possible. When mopping cannot be avoided (e.g., when hosing is not possible) a disinfectant with good activity in the presence of organic matter must be used, and contaminated mop water should not be used from one housing area to another. Acceptable sanitation cannot be accomplished using water alone, nor using only a disinfectant (e.g., bleach) with no detergent properties. Care should be taken when mixing cleaning products as the resulting mixture could be ineffective or even toxic. Alternative methods of disinfection such as ultraviolet (UV) light or reliance on freezing during cold weather are not sufficient for sanitation in shelters or rescue facilities.

Improper housing and poor facility design can also contribute to pathogen transmission. Housing for



*Spraying down kennels or cages while animals are inside them is an unacceptable practice.*

recently admitted or ill animals and those who are younger than 20 weeks of age should be designed to permit cleaning without extensive handling of the animal or removal to an area that has not been sanitized (e.g., double-sided or compartmentalized housing). Animal housing areas should be designed to withstand spraying of water and cleaning fluids; adequate drainage is essential. (See section on Facilities for information on appropriate shelter design to support cleaning and disinfection.)

### **b) Fomite Control**

A fomite is an object that may be contaminated with pathogens and contribute to transmission of disease. The human body and clothing may serve as fomites. As apparently healthy animals as well as those who are obviously ill may be shedding pathogens, any complete sanitation protocol must address proper hygiene of shelter staff, volunteers, and visitors, including signage, supervision, and hand sanitation.

Adequate hand sanitation is one of the best ways to prevent disease transmission and should be required before and after handling animals and fomites. Hand sanitation is achieved through hand washing, use of hand sanitizers, and proper use of gloves. Sinks should be available in all animal housing and food preparation areas, and must be equipped with soap and disposable paper towels. Hand sanitizer dispensers should be provided in all animal handling areas. It should be noted that hand sanitizers are ineffective against some of the most dangerous pathogens found in shelter settings (e.g., parvoviruses, caliciviruses) and cannot be relied on as the sole means of hand sanitation. Hand sanitizers should be used only on hands that appear clean (Boyce 2002) and should contain at least 60% alcohol. Clothing, even if visibly clean, may still carry pathogens. Protective garments (e.g., gowns, gloves, and boots or shoe covers) should be worn during cleaning or other intensive animal-handling activities (such as treatment of sick animals or euthanasia) and changed before going on with other activities of the day. Fresh protective garments should be worn when handling vulnerable populations, including puppies

and kittens and newly admitted animals. Garments must be changed after handling an animal with a diagnosed or suspected serious illness such as parvovirus.

All equipment that comes in contact with animals (e.g., muzzles, medical and anesthetic equipment, humane traps, gloves, toys, carriers, litterboxes, food bowls, bedding) including cleaning supplies should be either readily disinfected or discarded after use with a single animal. Items that cannot be readily disinfected, such as leather gloves and muzzles, represent a risk to animals. Their use should be avoided especially for animals who appear ill and during disease outbreaks. For example, ringworm has been cultured from leather animal handling gloves in shelter settings. Mobile equipment such as rolling trash cans, shopping carts, and food or treatment carts (including their wheels) may also serve as fomites and should be sanitized accordingly. Scratched and porous surfaces are difficult or impossible to completely disinfect and should be used with caution or discarded (e.g., plastic litterpans, airline carriers, plastic and unglazed ceramic water bowls). Transport cages and traps, as well as vehicle compartments used for animal transport must be thoroughly disinfected after each use.

All clothing and bedding used at the shelter must be laundered and thoroughly dried before reuse. Organic debris (e.g., feces) should be removed from articles before laundering. Articles that are heavily soiled should be laundered separately or discarded. Bedding and other materials heavily contaminated with durable pathogens such as parvoviruses should be discarded rather than risk further spread of disease (Peterson 2008).

Food and water bowls should be kept clean and must be disinfected prior to use by a different animal. Automatic watering devices and water bottles should not be used if they cannot be disinfected before being used by another animal. Use of commercial dishwashers is an excellent

way to thoroughly clean food and water bowls (Gilman 2004; Lawler 2006). The mechanical washing action and high temperatures attained in dishwashers will destroy the majority of pathogens but may not destroy unenveloped viruses such as parvoviruses. If these viruses are a problem a disinfectant should be applied to the dishes before or after going through the dishwasher. When dishes are sanitized by hand, they must be thoroughly washed and rinsed prior to disinfection. Ideally, food and water receptacles should be cleaned in an area separate from litter boxes or other items soiled by feces. At minimum, litterpans and dishes must not be cleaned at the same time in the same sink, and the sink should be thoroughly disinfected between uses.

Foot traffic also plays a role in fomite transmission. Certain areas of the shelter, like isolation and quarantine areas, should be restricted to a small number of shelter staff. Transport of sick animals throughout the shelter, especially from intake areas to holding or euthanasia areas, should be planned to minimize spread of disease. Floors, as well as other surfaces (e.g., tables, and countertops), should be immediately sanitized after contact with urine, feces, vomit, or animals known or suspected to have infectious disease.

Footbaths are inadequate to prevent infectious disease spread and should not be relied on for this purpose. Poorly maintained footbaths may even contribute to the spread of disease. Achieving adequate contact time (e.g., 10 minutes) is impractical, and footbaths require frequent maintenance because the presence of organic debris inactivates many disinfectants. Dedicated boots that can be disinfected or disposable shoe covers are more effective and should be used in contaminated areas (Morley 2005; Stockton 2006). It is unacceptable for animals to walk through footbaths.

## 2. Other Cleaning

Outdoor areas around the shelter must be kept clean, recognizing it is impossible to disinfect gravel, dirt, and grass surfaces. Access to areas that cannot be disinfected should be restricted to animals who appear healthy, have been vaccinated and dewormed, and are 5 months or older. Ideally, feces should be removed immediately from outdoor areas, but at minimum must be removed at least daily. Standing water should not be allowed to accumulate in areas around the shelter because many pathogens thrive and mosquitoes breed readily in these moist environments.

Foster homes are an integral part of many shelter programs. Complete disinfection of a private home is impossible. All foster caregivers should be trained to minimize contamination of their homes by confining newly arrived foster animals or those showing signs of illness in areas that can be readily disinfected.

## 3. Rodent/Pest Control

Many rodents and insects harbor bacteria and other pathogens that can contaminate food products, resulting in food spoilage or direct transmission of disease to the animals (Urban 1998). Areas of food storage are particularly vulnerable to infestation. All food should be kept in sealed bins or containers that are impervious to rodents and insects (New Zealand 1993). Food should be removed from runs at night if rodents and insects are present. If a shelter is experiencing a problem, solutions must be humane, safe, and effective.

# Medical Health and Physical Well-being

Health is not merely the absence of disease or injury but is also closely tied to an animal's physical and mental well-being (Hurnik 1988). Proper medical management and health care for shelter animals is an absolute necessity and must include attention to overall well-being. It is commonly accepted that animal shelters have a responsibility to provide for the health and welfare of all animals who enter their care. Unfortunately, compromised animal health and welfare have been documented in animal shelters, and without proper precautions shelters can experience severe disease outbreaks resulting in wide-scale death and/or euthanasia. Animals often arrive at shelters already experiencing health challenges, and even healthy animals entering new, expertly designed facilities may have their welfare compromised, or risk becoming ill without a functional medical healthcare program. Without proper medical care, shelter animals can suffer and die unnecessarily (HSUS 2007; King County Animal Services Report).

Shelter medical programs must include veterinary supervision (see Glossary for definition) and the participation of trained staff to provide evaluation, preventive care, diagnosis and treatment (ASV position statement on veterinary supervision in animal shelters). Disease prevention should be a priority, but appropriate treatment must also be provided in a timely fashion. Preventive healthcare that is appropriate for each species should include protocols that strengthen resistance to disease and minimize exposure to pathogens (Fowler 1993). Training and continuing education for those who carry out the protocols must be provided. Ensuring compliance with protocols should be a part of program management.

Shelter healthcare protocols should support individual animals regaining and maintaining a state of physical health and are essential for maintaining an overall healthy population by reducing the frequency and severity of disease. Individual animal welfare must be maintained within the balance of decisions and practices that support the overall population.

Comprehensive shelter medical programs that begin on intake and continue throughout each animal's shelter stay are the foundation of a shelter housing a population of increasingly healthy animals (AAHA 2006; CFA 2009; FASS 1999; Griffin 2009a; Larson 2009; Miller 2004a; New Zealand 1998). Decline of animal health and welfare after intake; sick or injured animals languishing without proper treatment; wide scale disease outbreaks; animals dying as a result of shelter-acquired disease or injury; and frequent zoonotic disease transmission in the shelter are indicators of a poor healthcare program (FASS 1999). (See section on Physical Health and Well-being for information concerning expected mortality rates.)

## 1. Veterinary Relationship and Recordkeeping

All health care practices and protocols should be developed in consultation with a veterinarian; ideally one familiar with shelter medicine. A formal relationship with a veterinarian should be in place to ensure that those responsible for daily animal health care have the necessary supervision and guidance. The best way to ensure that health care practices are in keeping with professionally accepted standards is to implement written standard operating procedures (SOPs).

Medications and treatments must only be administered under the advice or in accordance with written protocols provided by a veterinarian, and all drugs must be dispensed in accordance with federal and state regulations.

Accurate medical records are essential. Whenever possible a medical and behavioral history should be obtained from owners who relinquish animals to the shelter. Shelters must document all medical care rendered to each animal. Ideally, records should include each animal's date of entry, source, identification information, a dated list of all diagnostic tests including test results, treatments (including any medications with drug dose and route of administration) and procedures, and

immunizations while in the care of the shelter. All medical information should be provided in written form with the animal at the time of transfer or adoption.

## 2. Considerations on Intake

Each animal's individual health status should be evaluated and monitored beginning at intake and regularly thereafter (AAEP 2004; UC Davis 2009). This allows any problems or changes that develop during an animal's shelter stay to be recognized, distinguished from pre-existing conditions, and addressed.

A medical history, if available, should be obtained from the owner at the time of surrender. Any available information should be solicited when stray animals are impounded as well. Ideally, this information should be obtained by interview, although written questionnaires are acceptable. Each animal should receive a health evaluation at intake to check for signs of infectious disease and/or problems that require immediate attention (UC Davis 2009). Intake evaluations should be documented in the medical record. Every attempt should be made to locate an animal's owner, including careful screening for identification and microchips at the time of intake. Intake health evaluation should therefore include scanning multiple times for a microchip using a universal scanner. Research has shown that the likelihood of detecting microchips increases with repeating the scan procedure multiple times (Lord 2008). (See subsections below for information on vaccination and other intake treatments.)

Separation of animals entering shelters is essential for proper maintenance of health and welfare. Beginning at intake, animals should be separated by species and age as well as by their physical and behavioral health status. Young animals (puppies and kittens under 20 weeks [5 months] of age) are more susceptible to disease and so should be provided with greater protection from possible exposure, which can be more easily accomplished when they are separated from the general

population. Starting from the time of intake and continuing throughout their stay, healthy animals should not be housed or handled with animals who have signs of illness. (See section on Behavioral Health and Well-being for more information on intake procedures.)

## 3. Vaccinations

Vaccines are vital lifesaving tools that must be used as part of a preventive shelter healthcare program. Vaccination protocols used for individual pets in homes are not adequate in most population settings. Strategies must be specifically tailored for shelters because of the higher likelihood of exposure to infectious disease, the likelihood that many animals entering the shelter are not immune (Fischer 2007) and the potentially life-threatening consequences of infection. Some vaccines prevent infection whereas others lessen the severity of clinical signs (Peterson 2008). Panels of experts (AAFP 2006; AAHA 2006) agree that protocols must be customized for each facility, recognizing that no universal protocol will apply to every shelter situation.

Guiding principles for core vaccination in shelters, that are generally applicable to most shelters, are available (AAFP 2009; AAHA 2006). Within this framework, specific vaccination protocols should be tailored for each program with the supervision of a veterinarian, taking into consideration risks and benefits of the vaccines, diseases endemic to the area, potential for exposure, and available resources (Miller & Hurley 2004; Miller & Zawistowski 2004)

Because risk of disease exposure is often high in shelters, animals must be vaccinated at or prior to intake with core vaccines. Pregnancy and mild illness are not contraindications to administering core vaccines in most shelter settings because the risk from virulent pathogens in an unvaccinated animal would be far greater than the relatively low risk of problems posed by vaccination (AAFP 2009; AAHA 2006; Larson 2009). Core vaccines for shelters currently include feline viral rhinotracheitis, calicivirus, panleukopenia (FVRCP) for cats (AAFP

*Animals must be vaccinated at, or prior to, intake with core vaccines.*

*An emergency medical plan must be in place to provide appropriate and timely veterinary medical care for any animal who is injured, in distress, or showing signs of significant illness.*

2009) and distemper, hepatitis, parainfluenza, and canine parvovirus (DHPP)/distemper, adenovirus 2, parvovirus, and parainfluenza virus (DA2PP) and *Bordetella bronchiseptica* for dogs (AAHA 2006). The use of modified live virus vaccines (MLV) is strongly recommended over killed products for core shelter vaccines in cats and dogs, including those that are pregnant, because they provide a faster immune response.

Rabies vaccination on intake is not considered a priority in most shelters, as the risk of exposure to this disease is not high within most shelter environments. However, animals should be vaccinated against rabies when a long-term stay is anticipated; when risk of exposure is elevated; or when mandated by law. At minimum, animals should be vaccinated for rabies at or shortly following release.

Shelters that house animals for extended periods of time have an obligation to ensure that vaccinations are repeated in accordance with shelter medicine recommendations (AAFP 2006; AAHA 2006). Re-vaccination is recommended for puppies and kittens until maternal antibody wanes. Puppies and kittens must be re-vaccinated (DHPP and FVRCP, respectively) at 2–3-week intervals for the duration of their shelter stay or until they are over 18–20 weeks old.

Shelters that do not vaccinate with core vaccines immediately on entry, or do not vaccinate all animals, are much more likely to experience deadly outbreaks of vaccine preventable disease (Larson 2009). Protocols for managing adverse reactions must be provided by a veterinarian and required treatments must be accessible. Training on proper vaccine storage and administration, and treating reactions, should be supervised by a veterinarian. The location for injection of a specific vaccine (i.e., rabies in the right rear leg) should follow administration site guidelines (AAFP 2006; AAHA 2006). Records of any immunizations provided while in the care of the shelter should be kept.

#### **4. Emergency Medical Care**

An emergency medical plan must be in place to provide appropriate and timely veterinary medical care for any animal who is injured, in distress, or showing signs of significant illness (AAEP 2004; CFA 2009; CVMA 2009; FASS 1999). Staff should be trained to recognize conditions that require emergency care. The emergency care plan must ensure that animals can receive proper veterinary medical care and pain management promptly (either on site or through transfer to another facility) or be humanely euthanized by qualified personnel as permitted by law.

#### **5. Pain Management**

Shelters often care for animals with acute or chronically painful medical conditions. The American College of Veterinary Anesthesiologists (ACVA) defines pain as a complex phenomenon involving pathophysiological and psychological components that are frequently difficult to recognize and interpret in animals (ACVA 2006). Pain must be recognized and treated to alleviate suffering. Unrelieved pain can result in chronic physical manifestations such as weight loss, muscle breakdown, increased blood pressure and a prolonged recovery from illness or injury (Robertson 2002). Early pain management is essential. Failure to provide treatment for pain is unacceptable.

Recognizing and alleviating pain in a wide variety of species can be complex and difficult (Paul-Murphy 2004). Individual animals have varying reactions to stimuli and may manifest a variety of clinical and behavioral signs (ACVA 2006). Although there are multiple scales and scoring systems published for gauging animal pain, few have been validated and there is no accepted gold standard system for assessing pain in animals (IVAPM 2005). However, it is generally assumed that if a procedure is painful in human beings then it must also be painful in animals (ACVA 2006; APHIS 1997b). It is the shelter's responsibility to combine findings from physical examination, familiarity with species and breed, individual behavior, and knowledge of the

degree of pain associated with particular surgical procedures, injuries and/or illnesses in order to assess pain.

Pharmacologic and non-pharmacologic approaches to the treatment of pain are evolving; in either case, treatment should be supervised by a veterinarian. Analgesia must be of an appropriate strength and duration to relieve pain. Non-pharmacologic (e.g., massage, physical therapy) approaches that help increase comfort and alleviate anxiety can be used to supplement pharmacologic interventions. When pain can be anticipated, analgesia should be provided beforehand (pre-emptive). Animals must be reassessed periodically to provide ongoing pain relief as needed. When adequate relief cannot be achieved, transfer to a facility that can meet the animal's needs, or humane euthanasia must be provided.

## 6. Parasite Control

Many animals entering shelters are infected with internal and external parasites (Bowman 2009). Though not always clinically apparent, parasites can be easily transmitted, cause significant disease and suffering, persist in the environment, and pose a risk to public health (CAPC 2008; CDC 2009). Shelters have a responsibility to reduce risk of parasite transmission to humans and animals. An effective parasite control program should be designed with the supervision of a veterinarian. Animals should receive treatment for internal and external parasites common to the region and for any obvious detrimental parasite infection they are harboring. Treatment and prevention schedules should be guided by parasite lifecycles and surveillance testing to identify internal and external parasites that may be prevalent in the population. Ideally, animals should receive parasite prevention on entry and regularly throughout their shelter stay to prevent environmental contamination and minimize risk to people in the shelter. At minimum, because of the public health significance, all dogs and cats must be de-wormed for roundworms and hookworms before leaving the shelter. Because

many parasite eggs are very difficult to eradicate from the environment, prompt removal of feces, proper sanitation, and treatment as described above are important steps to help ensure that individual, environmental, or population level parasitism does not threaten the health of animals or humans.

## 7. Monitoring and Daily Rounds

Rounds must be conducted at least once every 24 hours by a trained individual in order to visually observe and monitor the health and well-being of every animal. Monitoring should include food and water consumption, urination, defecation, attitude, behavior, ambulation, and signs of illness or other problems (CFA 2009; New Zealand 2007; UC Davis 2009). Monitoring should take place before cleaning so that food intake and condition of the enclosure as well as any feces, urine, or vomit can be noted. For animals housed in groups, monitoring should also take place during feeding time, so that appetite (food intake) or conflicts around food may be observed. Any animal that is observed to be experiencing pain; suffering or distress; rapidly deteriorating health; life-threatening problems; or suspect zoonotic medical conditions must be assessed and appropriately managed in a timely manner (AAEP 2004; CDA 2009; CFA 2009; New Zealand 2007).

When apparently healthy animals remain in care for longer than 1 month, exams including weight and body condition score should be performed and recorded by trained staff on at least a monthly basis. Veterinary examinations should be performed twice each year or more frequently if problems are identified. Geriatric, ill, or debilitated animals should be evaluated by a veterinarian as needed for appropriate case management.

There are many examples of health conditions that require ongoing assessment and management including, but not limited to, dental conditions, retroviral infections, endocrine imbalances, and basic appetite/weight changes. In addition, animals must be provided with appropriate grooming

*Medical rounds must be conducted at least daily by a trained individual in order to visually observe and monitor the health and well-being of every animal.*

and/or opportunities to exhibit species-specific behaviors necessary for them to maintain normal healthy skin and haircoat or feathers (CDA 2009; CFA 2009; New Zealand 1998). Dirty, ungroomed or matted haircoats are uncomfortable, predispose animals to skin disease, and in extreme cases can lead to severe suffering. Appropriate grooming and/or bathing is an essential component of animal health and should never be considered cosmetic or optional.

*Food that is consistent with the nutritional needs and health status of the individual animal must be provided.*

## 8. Nutrition

Fresh, clean water and proper food are basic nutritional requirements for physical health. Fresh, clean water must be accessible to animals at all times unless there is a medical reason for water to be withheld for a prescribed period of time. Water should be changed daily and whenever it is visibly soiled. Food that is consistent with the nutritional needs and health status of the individual animal must also be provided. The amount and frequency of feeding varies depending on life stage, species, size, activity level, health status of the animal and the particular diet chosen. Food must be fresh, palatable, free from contamination and of sufficient nutritional value to meet the normal daily requirements to allow an animal to attain maximum development, maintain normal body weight, and rear healthy offspring. Food in animal enclosures should be examined regularly to ensure it is free of debris and not spoiled. At minimum, uneaten food must be discarded after 24 hours. Food that has been offered to an animal and remains uneaten must not be fed to another animal.

Ideally, a consistent diet should be fed to all animals, rather than a variety of products. Feeding a consistent diet minimizes gastrointestinal upset, stress, and inappetence associated with frequent diet change, and helps to ensure the product is fed in appropriate quantity. The feeding of raw food diets is not recommended in shelters because of concerns about bacterial or parasite contamination and public health risk (CVMA 2006; Finley 2008, Lejeune 2001; Lenz 2009; Morley 2006).

*Animals who guard food or prevent access by cage mates must be housed or fed separately.*

At minimum, healthy adult dogs and cats (over 6 months old) must be fed at least once per day (CDA 2009; CFA 2009). Ideally, dogs should be fed twice daily (New Zealand 1998); cats should ideally be fed multiple small meals or encouraged to forage throughout the day (Vogt 2010). If food is not available to cats all day, at minimum, they should be offered food twice daily. Healthy puppies and kittens must be fed small amounts frequently or have food constantly available through the day (free-choice) to support higher metabolic rates and help prevent life-threatening fluctuations in their blood glucose levels (hypoglycemia). Debilitated, underweight, pregnant, and lactating animals should receive more frequent feedings to support increased metabolic needs. Veterinary input should be sought when developing a feeding protocol for a population of animals, or when treating starved animals or individuals with unique nutritional and health needs.

Food intake must be monitored daily. Animals should be weighed and body condition assessed routinely. Animals have highly variable metabolic requirements (Lewis 1987). Each animal should be fed to meet individual needs and prevent excessive gain or loss of body weight. Animals displaying inappetence, or extreme weight loss or gain must be evaluated by a veterinarian and treated as necessary.

Food and water must be provided in appropriate dishes, which should be designed and placed to give each animal in the primary enclosure access to sufficient food and water. Food and water dishes must be safe, sufficient in number, and of adequate size. When more than one animal is housed in an enclosure, careful monitoring and grouping to match animals with similar nutritional needs are essential. Animals who guard food or prevent access by cage mates must be housed or fed separately. Location of food and water containers should also allow easy observation, access for cleaning and filling and should prevent contamination from litter, feces, and urine. If automatic devices or drinking bottles are used, they should be examined daily to

ensure proper function and cleanliness and must be disinfected between users.

Old food creates a health hazard by spoilage and/or attraction of pests. Food distributed to animals that remains uneaten within 24 hours must be removed and discarded to prevent spoilage. A schedule of regular sanitation must be followed for all food and water containers. Food preparation and storage areas must be easily sanitized and maintained in a clean condition. Supplies of food should be stored in a manner to prevent spoilage or contamination. Refrigeration is needed for perishable foods. Food should not be fed after the expiration date. Factors such as exposure to heat or air may also decrease shelf life. Toxic substances and vermin should be kept out of contact with food, food storage, and preparation areas (AAEP 2004). Stored food should be clearly labeled if removed from the original package.

## **9. Population Well-being**

Individual animal health and overall population health are interdependent. Without one the other cannot exist in most shelter settings. Shelter medical staff must therefore regularly monitor the status of individual animals and the population as a whole to allow for early detection of problems and prompt intervention. Ideally, shelters should also monitor and assess frequency of specific problems (e.g., upper respiratory infections, parvoviruses) set realistic goals, develop targeted strategies, and monitor the effectiveness of medical health programs, ultimately leading to better overall population management and individual animal welfare. This type of surveillance will also facilitate early recognition and reporting of problems, accurate diagnosis, effective interventions, and data collection. Animal health plans must be reviewed in response to changes observed in animal health, illness or deaths.

In addition to tracking trends related to specific health problems, a periodic review of the rate of illness (morbidity) or deaths (mortality) should be conducted. Shelter deaths are often indicators of

rising levels of infectious diseases (e.g., parvovirus or upper respiratory infection; URI) which require a response by the shelter. Shelter deaths after entry, not related to euthanasia, should never represent more than a very small proportion of animal intakes. For example, statewide data for municipal animal control and public or private rescue groups and humane societies in Virginia for the years 2004–2007 indicate that <2% of cats and <1% of dogs received by those facilities were reported as having died in the shelter. (This information is published annually by the Virginia Department of Agriculture and Consumer Services, Office of the State Veterinarian.) A survey of 11 open-intake animal shelters (including large, municipal shelters in communities such as Los Angeles and New York City) revealed an average “shelter death rate” (calculated as number of dogs and cats that died in the shelter’s care divided by total live dog and cat intake) of 0.75% (range 0.18–1.61%) (HSUS 2007). Numbers in excess of this indicate a situation requiring immediate measures for control.

## **10. Response to Disease or Illness**

Response to disease and illness must be an integral part of every shelter health program. A disease response plan should include measures to minimize transmission to unaffected animals or people and ensure appropriate care of the affected animal (Hurley 2009). Because of the wide variety of pathogens, modes of transmission, and types of facilities, no single response can suit every circumstance (ASV position statement on infectious disease outbreak management, 2008). (See section on Public Health for more information on prevention of disease transmission.)

### **a) Isolation**

All facilities should have a means of providing isolation that will allow for humane care and not put other animals at risk (CDA 2009). Isolation may be accomplished physically on-site or through transfer to an appropriate facility. When isolation is impossible, or inadequate to control transmission



of the particular pathogen, the shelter must carefully weigh the consequences of exposure of the general population against euthanasia. Allowing animals with severe infectious disease to remain in the general population is unacceptable. Even animals with mild clinical signs of contagious disease should not be housed in the general population as doing so creates a substantial risk of widespread disease transmission.

may suffice to control the spread of disease. Ideally, animal movement should stop until a targeted control strategy can be implemented. Animal handling and foot traffic should be limited. In response to an outbreak, protocols (vaccination, sanitation, movement, etc.) should be reviewed to ensure that measures are effective shelter-wide against the pathogens of concern. Animals should be monitored for signs of disease during an outbreak at least twice daily. Shelters should avoid returning recovered or exposed animals to the general population while there is significant risk they may transmit disease to other animals. When releasing a sick or infectious animal from the shelter, full disclosure should be made to the person or organization receiving the animal. Shelters must also take care that all federal, state, and local laws are followed concerning reportable diseases.

Although rarely the only option, depopulation is one means of response to a disease outbreak. Before depopulation is undertaken, many factors including transmission, morbidity, mortality, and public health must be taken into account. All other avenues must be fully examined and depopulation viewed as a last resort (ASV position statement on infectious disease outbreak management, 2008).

## 11. Medical Treatment of Shelter Animals

Treatment decisions should be based upon a number of criteria such as the ability to safely and humanely provide relief, prognosis for recovery, the likelihood of placement after treatment, and the number of animals who must be treated. Duration of treatment expected, expense and resources available for treatment should also be considered.

The legal status of the animal must never prevent treatment to relieve suffering (which may include euthanasia if suffering cannot be alleviated). Shelters must have specific protocols to provide immediate care when legal status is an issue.

### b) Diagnosis

In the event of severe or unusual conditions, or outbreaks of infectious disease, diagnosis or identification of specific pathogens should be sought. Initially, a clinical or working diagnosis, as determined by a veterinarian, may provide the basis for treatment and response. When a specific pathogen has not been identified, a risk assessment must be performed based on the suspected pathogens and the number of animals who have been in contact with the infected animals.

Animals with a suspected infectious disease must be isolated until diagnosis or subsequent treatment determines them to be a low risk to the general population. When an animal dies from unexplained causes, a necropsy along with histopathology should be performed to provide information to protect the health of the rest of the population.

Protocols to define and manage common illnesses based on clinical signs should be developed and used in consultation with a veterinarian. Protocols should detail the expected course of disease and response to treatment. Veterinary input should be sought when disease or response to treatment does not follow expected course.

### c) Outbreak Response

During an outbreak, physical separation must be established between exposed, at-risk and unexposed animals or groups of animals. In some circumstances, it may be necessary to stop intake or adoptions in order to prevent disease spread. In other circumstances, a properly set up isolation room

*Failure to provide treatment for pain is unacceptable.*

*During a disease outbreak, physical separation must be established between exposed, at-risk and unexposed animals or groups of animals.*

Decisions must balance both the best interest of the individual animals requiring treatment and the shelter population as a whole. When treatment is needed, shelters are responsible for the safety of the animals, the people working with the animals, and the surrounding environment. Effective and safe use of medication requires a reasonably certain diagnosis, proper administration, and monitoring the course of disease so that success or failure can be determined. Those providing treatment must have the necessary training, skills, and resources to ensure treatment is administered correctly and safely.

Shelters should also have clear policies for handling disease problems that may develop after adoption. Adopters or those taking animals from the shelter should be informed about the presence of any disease or condition known to be present at the time of adoption and provided a copy of any treatment records.

Professional supervision is required for use of all prescription drugs, controlled and off-label medication (FDA 2009a, 2009b). Protocols for

medication, developed in consultation with a veterinarian, for management of common diseases should be provided to staff. All treatments should be documented.

The use of antimicrobials in shelter populations warrants special mention. Bacteria are capable of developing resistance to certain drugs. In some cases, they are able to pass this resistance to other bacteria, including those that cause infections in both animals and people. To prevent antimicrobial resistance from developing, it is vital to limit antimicrobial use to those situations where these drugs are clearly indicated (AAHA /AAFP 2006; AVMA 2008b). Antibiotic selection and dosing should be specific to the infection and animal being treated; and, when possible, based on appropriate diagnostics. Inappropriate use of antibiotics is not a substitute for good preventive medical care. Guidelines for antimicrobial use in companion animals have been published and these principles should also be applied to the shelter setting (AAHA/AAFP 2006; AVMA 2008b).

*Allowing animals with severe infectious disease to remain in the general population is unacceptable.*

# Behavioral Health and Mental Well-being

*Staff must be trained to recognize animal stress, pain, and suffering as well as successful adaptation to the shelter environment.*

Good health and well-being depend on meeting both the mental and behavioral needs, as well as the physical needs, of animals (Griffin 2009a; Jenkins 1997; McMillan 2000, 2002; Wells 2004a; Wojciechoska 2005). Individual animals have a wide variety of psychological needs that are determined by such factors as species, genetic makeup, personality, prior socialization and experience. Behavioral care must take the perspective of each individual animal into consideration as well as the conditions experienced by the population (Griffin 2009a; McMillan 2000, 2002; Wojciechoska 2005).

The structural and social environment, as well as opportunities for cognitive and physical activity, are important for all species of animals (ILAR 1996). An appropriate environment includes shelter and a comfortable resting area, in which animals are free from fear and distress and have the ability to express normal, species typical behaviors. Lack of control over one's environment is one of the most profound stressors for animals. The stress induced by even short-term confinement in an animal shelter can compromise health; and when confined long-term, animals frequently suffer due to chronic anxiety, social isolation, inadequate mental stimulation and lack of physical exercise (Fox 1965; Griffin 2009a, 2006; Hennessy 1997; Patronek 2001; Stephen 2005; Tuber 1999; Wemelsfelder 2005). Proper behavioral healthcare is essential to reduce stress and suffering as well as to detect problem behaviors that may pose a safety risk to humans or other animals.

Stress and the development of abnormal behaviors are exacerbated when opportunities for coping (e.g., hiding, seeking social companionship, mental stimulation or aerobic exercise) are lacking. Behavior problems compromise health and welfare as well as potential for adoption (Griffin 2009a).

## 1. Considerations on Intake

### a) Behavioral History

A thorough behavioral history and the reason(s) for relinquishment should be obtained at the time of intake. Any available information should be solicited when stray animals are impounded as well. Ideally, this information should be obtained by interview, although written questionnaires are acceptable. The history should be used to alert staff to the presence of potential problems, such as aggression or anxiety, and to inform staff of any individual needs, so that proper care can be provided for that animal (Griffin 2009a).

Shelters should be aware that histories provided, although important, may be either incomplete or inaccurate. For example, some problem behaviors such as aggression may be under reported or under stated (Marder 2005; Segurson 2005; Stephen 2007). All incidents or reports of a history of aggressive behavior along with the context in which they occurred must be recorded as part of an animal's record.

### b) Minimizing Stress

Animals experience a variety of stressors in shelters, beginning with the intake process (Coppola 2006, 1997; Griffin 2009a; Hennessey 1997). Care must be taken to minimize stress during this crucial time in order to minimize problems, which may delay or even prevent acclimation or adjustment to the shelter environment and prolong or intensify anxiety and mental suffering (Grandin 2004). During intake procedures, particular care should be taken not to place cats within spatial, visual or auditory range of dogs (Griffin 2009a, 2009b; McCobb 2005).

## 2. Behavior Evaluation

Assessment of an animal's behavior must begin at the time of intake. Just as care is taken to note any physical problems that may require attention, behavioral problems (stress, fear, anxiety, aggression) that require intervention or affect how that animal can be safely handled should also be noted at the time of

intake and entered into an animal's record. Actions should be taken to respond promptly to behavioral needs (Griffin 2009a). Ongoing assessment of each animal's behavior should continue throughout the animal's stay in the shelter.

Manifestations of normal and abnormal behavior indicate how successfully an animal is coping in their environment (Fox 1965; Griffin 2002, 2009a, 2006; Houpt 1985; McMillan 2002; Overall 1997, 2005). Therefore, staff must be trained to recognize body language and other behaviors that indicate animal stress, pain, and suffering as well as those that indicate successful adaptation to the shelter environment. When animals are well adjusted and their behavioral needs are satisfied, they display a wide variety of normal behaviors including a good appetite and activity level, sociability, grooming, appropriate play behavior and restful sleeping. Behavioral indicators of stress, social conflict, pain or other suffering, include persistent hiding, hostile interactions with other animals, reduced activity or appetite, depression and/or social withdrawal, barrier frustration or aggression, stereotypic behaviors (e.g., repetitive spinning, jumping or pacing) or other abnormal behaviors (Fox 1965; Griffin 2002, 2006, 2009a; Houpt 1985; McMillan 2002; Overall 1997, 2005).

The needs of individual animals will vary. Animals must be monitored daily in order to detect trends or changes in well-being and respond to their behavioral needs. Staff should record their findings each day (Griffin 2009a; UC Davis 2009). Departures from the normal behavior and appearance of an animal may also be an indication that the animal is in pain (ACVA 2006). When pain or suffering is recognized in animals, it is imperative that prompt, appropriate steps be taken to alleviate it. (See section on Medical Health and Physical Well-being for additional information on pain management.)

Some individual shelter animals may experience severe stress that is difficult to alleviate even with

optimal practices. However, if many animals are displaying signs of unrelieved stress, steps must be taken to improve the shelter's stress reduction protocols. For humane reasons, long-term confinement must be avoided for feral animals and for those who remain markedly stressed/fearful and are not responding to treatment/behavioral care (Griffin 2009b; Kessler 1999a, 1999b).

Ideally, a systematic behavioral evaluation should be performed on all animals prior to re-homing or other placement (Griffin 2009a). Some evaluations have been peer-reviewed, commonly accepted, studied and/or published, but none is scientifically validated for predicting future behavior in the home with certainty. However, information gleaned during such testing (e.g., level of activity and arousal) may be useful for characterizing the animal's personality, determining behavioral needs in the shelter, matching animals with appropriate adopters and identifying individual animals who may not be suitable for re-homing or other placement (Animal Rescue League of Boston 2010; Bollen 2008; Christensen 2007; Hetts 2000; Griffin 2009a; Ledger 1995; Ledger 1997; Netto 1997; Neidhart 2002; Sternberg 2003; Van der borg 1991). Organizations that develop their own evaluation should do so in consultation with a veterinarian or behaviorist familiar with the science and theory of behavior assessment. Staff performing evaluations must receive adequate training in performance, interpretation, and safety. A standardized behavior examination form should be used and each evaluation should be documented. Formal behavioral evaluation should not necessarily invalidate information provided by the owner or observations made during staff interactions with an animal. An overall assessment must include all of the information (history, behavior during shelter stay, and formal evaluation) gathered about the animal.

Criteria for a systematic behavioral evaluation of cats are less well established than for dogs (Siegford 2003). However, cats should be assessed by observing behavior, and interacting with the cat to help enhance in-shelter care (e.g., recognition

of shy, stressed, fearful, poorly socialized or feral cats) and help guide appropriate placement (Griffin 2009a, 2009b, 2006; Lowe 2001).

### 3. In-shelter Care

#### a) Environment

##### Enclosures

Appropriate housing that meets the behavioral needs of the animals minimizes stress (Griffin 2006, 2002; Hawthorne 1995, Hubrecht 2002; Loveridge 1994, 1995, 1998; McCune 1995a; Overall 2005, 1997; Rochlitz 1998, 1999, 2002, 2005). Even short-term housing must meet the minimum behavioral needs of animals, providing separate areas for urination/defecation, feeding and resting and sufficient space to stand and walk several steps, and sit or lie at full body length. (See section on Facilities for guidelines for animal housing.)

##### Separation

Beginning at the time of admission, separation of animals by species is essential to provide for their behavioral needs as well as proper health and welfare (Griffin 2009a). Prey species (e.g., birds, guinea-pigs, hamsters, gerbils, rabbits) should be housed away from predatory species (e.g., ferrets, cats, dogs) at all times (Quesenberry 2003). It is extremely stressful for them to be housed in an area where they are subjected to olfactory, auditory, and visual contact with predatory species. Because cats may be profoundly stressed by the presence and sound of dogs barking, they should be physically separated from the sight and sound of dogs (Griffin 2009a, 2009b; McCobb 2005). Novel environments tend to be especially stressful for shy, poorly socialized, feral and geriatric cats and dogs (Dybdall 2007; Griffin 2009b; Hiby 2006; Patronek 2001). Ideally, these animals, or any animal that is showing signs of stress, should be housed in separate, calm, quiet areas beginning at intake. Even moving an animal to a quieter location within the same ward may prove beneficial.

#### b) Daily Routine

Regular daily schedules of care should be followed because the stress from husbandry is increased when it is unpredictable and may even result in chronic fear and anxiety (Carlstead 1993; Griffin 2002, 2006, 2009a). Conversely, when stressful events are predictable, animals may experience calm and comfort between stress responses (McMillan 2002). Animals also respond to positive experiences in their daily routines. Feeding and playtime may be greatly anticipated, thus scheduling positive daily events should be a priority (Griffin 2002, 2006, 2009a). Lights should be turned off at night and on during daytime hours (Griffin 2002) to support animals' natural circadian rhythms. Irregular patterns or continuous light or darkness are inherently stressful.

#### c) Enrichment and Socialization

Enrichment refers to a process for improving the environment and behavioral care of confined animals within the context of their behavioral needs. The purpose of enrichment is to reduce stress and improve well-being by providing physical and mental stimulation, encouraging species-typical behaviors (e.g., chewing for dogs and rodents, scratching for cats), and allowing animals more control over their environment. Successful enrichment programs prevent the development and display of abnormal behavior and provide for the psychological well-being of the animals. Enrichment should be given the same significance as other components of animal care, such as nutrition and veterinary care, and should not be considered optional (ILAR 1996). At a minimum, animals must be provided regular social contact, mental stimulation and physical activity (ILAR 1996). For some animals, social needs may be partially fulfilled through interaction with members of the same species.

##### Interactions with People

Regular positive daily social interactions with humans are essential for both dogs and cats (with the exception of feral animals) (Coppola 2006; Crowell-Davis 1997; 2004; Griffin 2006; Hennessy 1998, 2002; Hets 1992; Hubrecht

*Enrichment should be given the same significance as other components of animal care and should not be considered optional.*

1992, 1993; Tuber 1996, 1999). These interactions are crucial for stress reduction and are a powerful form of enrichment (Coppola 2006; Hennessy 1998, 2002; Hetts 1992; Hubrecht 1992, 1993; McMillan 2002; Tuber 1996). Ideally, caregivers should be assigned to care for the same animals on a regular basis, so that the caregivers become aware of the behaviors of each individual animal and the animals become accustomed to the individual caregiver (Griffin 2002, 2006, 2009a).

Performance of daily husbandry is not a means to provide for the social needs of animals. Animals should receive some type of positive social interaction outside of the activities of feeding and cleaning on a daily basis (e.g., walking, playing, grooming, petting, etc.). This is especially important for animals housed long-term. For animals housed short-term and with unknown health backgrounds, social interaction must be balanced with infectious disease control. When animals must remain confined for health or behavioral reasons, positive social interaction still should be provided without removing the animal from the enclosure.

For puppies and kittens less than 4 months old, proper socialization is essential for normal behavioral development. Without daily handling and positive exposure to a variety of novel stimuli, animals may develop chronic fear and anxiety or suffer from the inability to adjust normally to their environments (Griffin 2006; Lowe 2001; McCune 1995b; McMillan 2002). For these reasons, a high priority must be placed on ensuring proper socialization of young puppies and kittens. This may be best accomplished outside of the shelter (e.g., in foster care) (Griffin 2006; McMillan 2002; Reisner 1994). For puppies and kittens housed in a shelter, socialization must be balanced with infectious disease control. Socialization should be provided by workers or volunteers wearing clean protective clothing in an environment that can be fully disinfected between uses.

Training programs for dogs and cats (e.g., to condition or teach basic obedience commands or tricks) also serve as an important source of stimulation and social contact (Griffin 2009a; Laule 2003; Thorn 2006). For dogs, such training has been shown to increase chances for re-homing (Leuscher 2008). Training methods must be based primarily on positive reinforcement in accordance with current professional guidelines (APDT 2003; AVSAB 2007; Delta Society 2001).

#### Behavioral Considerations for Long-term Shelter Stays

For long-term shelter stays, appropriate levels of additional enrichment must be provided on a daily basis. (See section on How to Use This Document for discussion of long-term stay.) Long-term confinement of any animal, including feral or aggressive animals, who cannot be provided with basic care, daily enrichment and exercise without inducing stress, is unacceptable.

Alternatives to traditional cage housing (e.g., large enriched cages, home or office foster care, room housing) must be provided for any animal staying in a shelter long term. Cats must be allowed an opportunity to exercise and explore in a secure, enriched setting. Similarly, dogs must be provided with daily opportunities for activity outside of their runs for aerobic exercise (Griffin 2009a; Loveridge 1998). Exercise may be stimulated through interactive games such as fetch or via supervised playgroups with other dogs. For both cats and dogs, rooms with a home-like environment may also be used to provide enrichment and stress reduction. Precautions, as described in other sections, should be taken to ensure that disease transmission and stress are minimized.

Any animal that is observed to be experiencing mental suffering, distress or behavioral deterioration must be assessed and appropriately treated in a timely manner or humanely euthanized. Just as a severe or rapid decline in an animal's physical health constitutes an emergency situation and

*Long-term confinement of any animal, including feral or aggressive animals, who cannot be provided with basic care, daily enrichment and exercise without inducing stress, is unacceptable.*

*Alternatives to traditional cage housing must be provided for any animal staying in a shelter long term.*

requires an urgent response, so do such changes in the behavioral or mental health of an animal.

Reproductive stress from estrous cycling and sex drive can decrease appetite, increase urine spraying, marking and fighting, and profoundly increase social and emotional stress. For these reasons, animals who are housed long-term should be spayed or neutered as the rapid decline in spraying, marking, and fighting and the elimination of heat behavior and pregnancy will greatly mitigate animal stress (Hart 1973, 1997; Johnston 1991). This also serves to facilitate group housing and participation in supervised playgroups for exercise and social enrichment.

#### Other Types of Enrichment

Enrichment should also be provided for animals while in their enclosures through opportunities for play (e.g., toys or human interaction). Feeding enrichment is another important source of stimulation and can be easily accomplished by hiding food in commercially available food puzzle toys, cardboard boxes, or similar items with holes such that the animal has to work to extract pieces of food (Griffin 2006, 2009a; Schipper 2008; Shepherdson 1993). Feeding enrichment has also been shown to increase activity level and reduce barking behavior (Schipper 2008). Other forms of mental and sensory stimulation (e.g., olfactory, visual, auditory, tactile and pheromone) are additional and important ways of providing enrichment (Graham 2005a, 2005b, Griffith 2000; De Monte 1997; Tod 2005; Wells 2004a, 2004b). For example, cats benefit from the provision of scratching posts; dogs benefit from the provision of items to chew and may also benefit from classical music (Wells 2002)

played at controlled volumes or certain aromas (such as chamomile or lavender) (Graham 2005a). Animals may also benefit from visual stimulation and the ability to observe their surroundings (Ellis 2008).

#### *d) Behavioral Modification*

Behavior modification is an individualized treatment strategy designed to change an animal's behavior. Practices must adhere to the well-described scientific principles of animal behavior and learning including positive reinforcement, operant conditioning, systematic desensitization and counter-conditioning (AVSAB 2007). In some cases, the use of medications, prescribed by a veterinarian, in combination with behavior modification techniques, may be required. The use of physical force as punishment or use of force in anger is an unacceptable means of behavior modification; these methods are potentially harmful to the animal and dangerous for the staff. (AVSAB 2007; Hutchinson 1977; Patronek 2001). Descriptions of unacceptable disciplinary techniques are available (New Zealand 1998; AHA 2001; CVMA 2004).

Sufficient resources (e.g., trained staff, time for behavioral treatment, adequate housing and working space) must be available to provide appropriate care if behavioral modification is attempted. The techniques required are generally labor-intensive and time-consuming and must be applied consistently over a period of time in order to be successful. Attempting behavior modification with aggressive animals poses concerns due to safety and liability risks; animals believed to be dangerous should not be re-homed (Bollen 2008; Crowell-Davis 2008; Phillips 2009).

*The use of physical force as punishment or use of force in anger is an unacceptable means of behavior modification; these methods are potentially harmful to the animal and dangerous for the staff.*

# Group Housing

The purpose of group housing in shelters is to provide animals with healthy social contact and companionship with other animals in order to enhance their welfare. In the context of this document, group housing refers to playgroups as well as group housing two or more animals in the same primary enclosure. Group housing requires appropriate facilities and careful selection and monitoring of animals by trained staff. This form of social contact is not appropriate for all individuals.

## 1. Risks and Benefits of Group Housing

There are both risks and benefits to group housing. Inappropriately used group housing creates physical risks of infectious disease exposure and injury or death from fighting. It also creates stress, fear, and anxiety in some members of the group. Group housing makes monitoring of individual animals more difficult, resulting in failure to detect problems or inadequate access to necessities like food and water for some animals. Staff safety may also be compromised when animals are housed in groups as it is generally more difficult to manage more than one animal in an enclosure. However, appropriately planned groupings for housing or play can be acceptable, and may even be desirable, when tailored to individual animals (Griffin 2002, 2006; Gourkow 2001; Kessler 1999b; Mertens 1996; Overall 1997; Rochlitz 1998). Benefits of group housing include opportunities for positive interaction with other animals including play, companionship, physical connection, and socialization. Group housing can be used to provide a more enriched and varied environment.

## 2. Facilities

Essential physical features of a facility to support planned group housing include adequate size of the primary enclosure; multiple feeding stations and resting areas; and adequate space for urination and defecation. Adequate size of group housing is imperative to allow animals to maintain adequate social distances. For group housing of cats, a variety of elevated resting perches and hiding places must

be provided to increase the size and complexity of the living space (Dowling 2003; Griffin 2006; Overall 1997; Rochlitz 1998). A minimum of 18 square feet per cat has been recommended for group housing (Kessler 1999b). Although no minimum has been recommended for dogs, for all species the size should be large enough to allow animals to express a variety of normal behaviors. (See section on Facilities for more information on primary enclosures.) Sufficient resources (e.g., food, water, bedding, litterboxes, toys) must be provided to prevent competition or resource guarding and ensure access by all animals.

## 3. Selection

Both group housing and playgroups require careful selection and monitoring of animals by staff or volunteers trained to recognize subtle signs of stress and prevent negative interactions (e.g., guarding food or other resources). Selection considerations include separation by age, behavioral assessment prior to grouping, and prevention of infectious disease through screening, vaccination and parasite control.

Random grouping of animals in shelters is an unacceptable practice. Animals must not be housed in the same enclosure simply because they arrived on the same day or because individual kennel space is insufficient. Unrelated or unfamiliar animals must not be combined in groups or pairs until after a health and behavior evaluation is performed; animals should be appropriately matched for age, sex, health, and behavioral compatibility. Unfamiliar animals should not be placed in group housing until sufficient time has been given to respond to core vaccines. Intact animals of breeding age should not be group housed (Hickman 1994). If group housing is utilized short-term for intact animals, they must be separated by gender. Sexually mature dogs and cats should be spayed/neutered and allowed sufficient recovery time prior to group housing.

Animals who are not socialized to other animals as well as those who actively bully other animals must

*Animals must not be housed in the same enclosure simply because they arrived on the same day or because individual kennel space is insufficient.*

*Options for individual housing must be available for animals when co-housing is not appropriate.*



*Random grouping of animals in shelters is an unacceptable practice.*

not be grouped with other animals (Kessler 1999a; Overall 1997). Grouping animals who fight with one another is unacceptable. Allowing animals to fight is cruel and animals who have engaged in fighting with one another must not be grouped together. Caution must be used when attempting to include any animal with a history of fighting in a group.

*Grouping animals who fight with one another is unacceptable.*

Smaller groups are preferable to allow effective monitoring and reduced risk of conflict as well as decreased infectious disease transmission. Ideally, a group size of 10–12 should not be exceeded for cats (Dowling 2003; Griffin 2006; Rochlitz 2005). For the safety of dogs as well as caregivers, dogs should be combined in even smaller groups (e.g., no more than 4–6 dogs).

The addition of new animals always results in a period of stress for the group. If there is constant turnover (animals joining and leaving) within the group, animals may remain stressed indefinitely. For these reasons, turnover within groups should be minimized.

Because of their susceptibility to infectious disease, puppies and kittens under 20 weeks of age should

not be group housed unless they are littermates. Single, unrelated puppies or kittens may be group housed for socialization purposes if they must stay in the shelter long-term or if the risk from lack of social interaction is greater than that for infectious disease. When placing single orphaned kittens and puppies with an alternate mother, with or without a litter, risks and benefits to health and behavior for all animals must be weighed. Even for littermates, all requirements for group housing must be met.

#### **4. When Group Housing is Inappropriate**

Options for individual housing must be available for animals when group housing is not appropriate. For some animals, even group housing with familiar animals can be detrimental. Single enriched housing must be provided for animals who are fearful or aggressive towards other animals, are stressed by the presence of other animals, require individual monitoring, or are ill and require treatment that cannot be provided in group housing (Kessler 1999a; Griffin 2006). Because it may take days to weeks to acclimate to a group environment, enriched individual housing is preferable when a shorter stay is anticipated (Griffin 2009a).

# Animal Handling

Handling must always be as humane as possible and appropriate for the individual animal and situation. The minimal amount of physical restraint needed to accomplish the task without injury to people or animals should be used. Humane handling requires an appraisal of each animal's behavior, adequate numbers of properly trained staff, suitable equipment that is readily available and in good working condition, appropriate choice of location for procedures, personal protection such as gloves or push boards, and judicious use of tranquilizers (Fowler 1995; Griffin 2006).

## 1. Restraint

When physical restraint is necessary to avoid human injury or injury to an animal, it should be of the least intensity and duration necessary. Animals often respond best to gentle restraint and react negatively when "over-restrained" (Griffin 2006). Research indicates that gentle human contact has the additional benefit of mitigating the adverse effects of unpleasant stimuli (McMillan 2002). Resistance to handling and restraint is almost always the result of fear or anxiety, which are compounded when force is used. Overly forceful handling is more likely to result in increased fear and aggressive behavior, and injury to animals and people (AVSAB 2007; Blackwell 2008; Hutchison 1977). Adequate training is key to limiting the use of unnecessary force during handling and must be provided to anyone who will be handling animals. Judicious use of tranquilizers can be the most humane option for handling a frightened, fractious, or feral animal. It is unacceptable to use physical force as punishment or to use force in anger (AVSAB 2007; Patronek 2001).

## 2. Location and Timing

Selection of a calm, private, quiet environment, and allowing time for animals to acclimate prior to handling can help minimize stress and may reduce the amount of restraint required (ASV position statement on euthanasia 2010). Handling methods

should prevent escape. Even when animals remain confined within a room, recapture is stressful. When the animal does not need urgent intervention, delaying a procedure to allow that animal time to relax in a quiet environment before handling is the best option (Fowler 1995; Griffin 2006, 2009a; Haug 2007).

## 3. Equipment

Each situation should be evaluated individually and each piece of equipment should be assessed for its potential to cause harm or increase stress. Even appropriate equipment may be inhumane or unsafe if not maintained in good working condition. Techniques or equipment suitable for one situation may be inappropriate for another. For example, although catch poles (also known as control or rabies poles) can be effective for handling large dogs, they should only be used when other more gentle alternatives cannot be used. The use of catch poles for routine restraint of cats, including carrying or lifting, is inhumane and poses significant risk of injury to the animal; therefore they must not be used for such purposes (Griffin 2006; HSUS 1996). Humane traps, purpose-designed boxes or nets should be used for handling fractious cats, or cats who appear unaccustomed to handling. Cages or crates that do not provide easy access for humanely removing an unwilling, frightened, or reluctant animal, either because of design constraints, damage to the cage or crate, or corrosion of the fasteners, should be avoided.

## 4. Feral Cats

Appropriate procedures for handling and minimizing stress in feral cats have been described (Griffin 2009b; Levy 2004; Slater 2001). For example, when capturing or transporting feral cats, squeeze cages, feral cat boxes, or humane box traps with dividers should be used for the most humane restraint and for administering tranquilizing injections prior to handling.

*Adequate training is key to limiting the use of unnecessary force and must be provided to anyone who will be handling animals.*

*The use of catch poles for routine restraint of cats is inhumane and poses significant risk of injury to the animal.*

# Euthanasia

*When performing euthanasia in a shelter, each individual animal must be treated with respect.*

When performing euthanasia in a shelter, each individual animal must be treated with respect (AVMA 2007). A veterinarian with appropriate training and expertise for the species involved should be consulted to ensure that proper procedures are used. Any euthanasia method used in a shelter must quickly induce loss of consciousness followed by death, while ensuring the death is as free from pain, distress, anxiety, or apprehension as possible. The euthanasia method must be reliable, irreversible and compatible with the species, age and health status of the animal (AVMA 2007). Any agent or method that is unacceptable according to the AVMA Guidelines on Euthanasia is also unacceptable for use in shelters. The identity of each animal to be euthanized must be determined with certainty beforehand, including scanning multiple times for a microchip using a universal scanner (Lord 2008) and verifying that the animal is properly designated for the procedure. An assessment must be made of each animal's size, weight and temperament so the appropriate drug dose, needle and syringe size as well as restraint method can be used.

*The identity of each animal to be euthanized must be determined with certainty beforehand.*

Safety of the personnel and the emotional impact of euthanasia must be considered. Procedures should be in place to prevent and address compassion fatigue throughout the organization, as compassion fatigue and burnout can be serious problems for all shelter personnel, not just those performing the actual procedures.

## 1. Euthanasia Technique

The most humane methods used for euthanasia of shelter animals are intravenous (IV) or intraperitoneal (IP) injection of a sodium pentobarbital solution. Injection techniques, routes of administration, dosages and methods to verify death vary by age, size, weight, condition and species of animal, including birds and reptiles. When euthanizing dogs and cats in a shelter, IP injections of a pure sodium pentobarbital (free of additional drugs or additives) solution should be used only for cats, kittens, and small puppies. Animals given IP injections should be placed in quiet, dark, confined areas or held

*Any agent or method that is unacceptable according to the AVMA Guidelines on Euthanasia is also unacceptable for use in shelters.*

and monitored to ensure a smooth transition into unconsciousness because excitement reactions and delayed unconsciousness are not uncommon with this route (Fakkema 2009; Rhoades 2002). In dogs and cats, oral dosing of sodium pentobarbital should be reserved for use in animals who cannot be safely approached, trapped or handled (Rhoades 2002). The time to reach unconsciousness may be prolonged with oral dosing; the drug is not always fatal when administered orally; and completion of euthanasia may require a subsequent injection of sodium pentobarbital (Rhoades 2002). Regardless of the route of administration, whenever progression to death is prolonged, an additional injection of sodium pentobarbital should be given. Sodium pentobarbital must not be injected by any non-vascular route (e.g., subcutaneously, intramuscularly, intrathoracic, intrapulmonary, intrahepatic, or intrarenal) other than the IP route discussed above, as these routes are associated with pain and distress. Intra-cardiac injections are unacceptable unless it has been reliably verified that the animal is unconscious, comatose or anesthetized (i.e., lack of deep pain/toe withdrawal reflex).

To avoid causing undue stress and anxiety, the least amount of physical restraint necessary to perform the procedures safely must be used. Pre-euthanasia drugs should be administered to animals who are aggressive, severely distressed or frightened. The most appropriate pre-euthanasia drugs are anesthetics: a common and cost-effective combination is a mixture of ketamine and xylazine (Fakkema 2009). Acepromazine is not recommended as a sole tranquilizer prior to euthanasia because it provides no analgesia and has unpredictable effects. Xylazine, when used alone, may induce vomiting which can be a welfare concern especially when muzzles are used. Veterinary guidance should be used for selection of pre-euthanasia drugs.

### a) Carbon monoxide

The use of carbon monoxide as a method of euthanizing dogs and cats in shelters is unacceptable

due to multiple humane, operational and safety concerns (ASV position statement on euthanasia, 2010; NACA 2010). As mentioned previously, an acceptable method of euthanasia must be quick and painless, and should not cause distress. Any gas that is inhaled must reach a certain concentration in the lungs before it can be effective (AVMA 2007). The high gas flow rates necessary to achieve the recommended concentration of 6% can result in noise levels that frighten animals. Placing multiple animals in a chamber may frighten and distress the animals and dilute the effective concentration of carbon monoxide that each animal receives, creating a haphazard euthanasia experience that can be prolonged, painful and ineffective.

Agents inducing convulsions prior to loss of consciousness are unacceptable for euthanasia (AVMA 2007). Carbon monoxide stimulates motor centers in the brain and loss of consciousness may be accompanied by convulsions and muscular spasms (AVMA 2007). One 1983 study of the effects of a 6% concentration of carbon monoxide on dogs could not establish the precise time that loss of consciousness occurred, and dogs were observed to be vocalizing and agitated (Chalifoux 1983). Carbon monoxide is extremely hazardous to human health because it is toxic, odorless and tasteless; it also has the potential to cause an explosion at high concentrations (AVMA 2007; NIOSH 2004). The death of at least one shelter worker using carbon monoxide has been documented (Rhoades 2002; Gilbert 2000; HSUS 2009b; NIOSH 2004). Chronic exposure to low levels of carbon monoxide can also cause serious human health problems (AVMA 2007).

Use of carbon monoxide cannot be justified as a means to save money, take shortcuts, or distance staff emotionally and physically from the euthanasia process. Studies have shown that carbon monoxide is actually more expensive than euthanasia by injection (Fakkema 2009; Rhoades 2002). It takes longer than euthanasia by injection and has not been shown to provide emotional benefits for staff. Some

shelter workers have reported being distressed by hearing animals vocalizing, scratching and howling in the chamber, and by having to repeat the process when animals survived the first procedure.

### **b) Verification of Death**

Death must be verified by multiple methods by trained staff before any animal's body is disposed. This is true even if the animal is not euthanized but presumed to be dead when found. After the animal loses consciousness, the absence of the following should be confirmed: pupillary and corneal reflexes; toe withdrawal; pulse; respiration; and heartbeat. Because lack of a palpable pulse does not confirm that the heart has stopped, cardiac standstill must be confirmed with a stethoscope or visual verification. One method of visual verification is to insert a needle and syringe into the heart to observe for lack of cardiac movement. This method has the advantage of providing visual verification of cardiac standstill and access to the circulatory system should additional euthanasia solution need to be administered. Another certain method of verifying death is by the presence of rigor mortis. Failure to use multiple methods may result in a failure to recognize a coma-like state that animals may emerge from several hours after having been presumed dead.

## **2. Environment and Equipment**

A separate room should be designated for euthanasia in a quiet area away from the main pattern of foot traffic to minimize distractions and interruptions. The room should have adequate lighting and be large enough to comfortably accommodate the equipment, two to three staff members, and the animal being euthanized. In order to prevent distractions and assure a smooth, dignified, and safe operation, only the people directly involved in euthanasia should be in the room when procedures are being performed.

It is important that the euthanasia room is properly equipped in order for a safe and humane procedure to take place. This equipment must include a table

*Intra-cardiac injections are unacceptable unless it has been reliably verified that the animal is unconscious, comatose or anesthetized.*

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that can be readily disinfected, good light source, a universal microchip scanner, hair clippers, stethoscope, a variety of needles and syringes, tourniquets, muzzles, and restraint equipment. Scales for accurate weighing should also be available. A new needle should be used for each animal; multiple uses blunt the needle and cause pain (Rhoades 2002).

The euthanasia surface should be cleaned before every procedure. The euthanasia room and equipment should be cleaned and disinfected after every euthanasia period. Staff performing euthanasia should wear protective garments, which must be removed before going on to other animal care activities.

Animals should not be permitted to observe or hear the euthanasia of another animal, nor permitted to view the bodies of dead animals. Puppies and kittens with their mothers are an exception. When selected for euthanasia, mother animals should be euthanized prior to their offspring so that they will not be distressed at being separated from their litter, or by seeing the puppies or kittens dead. The puppies and kittens should be euthanized immediately following the mother (Sinclair 2004).

### **3. Record Keeping and Controlled Substances**

A record log to document each animal's identification, amount of euthanasia solution and pre-euthanasia drugs received, dispensed and remaining as well as the identity of the person performing the procedure must be kept. All drug

records must be maintained in accordance with federal, state and local regulations, including Drug Enforcement Administration (DEA) regulations. All controlled (DEA Schedule) drugs must be kept secured in a manner consistent with state and federal regulation.

### **4. Staff Training**

All staff participating in euthanasia must be provided with the proper training. Ideally, those who administer drugs should be certified and trained by a licensed veterinarian, a certified or licensed veterinary technician, or a certified euthanasia technician or trainer. Regulations stipulating who may provide training or supervise euthanasia vary from state to state and may vary regionally; shelters are required to act in accordance with state and federal regulations.

Euthanasia training in specific techniques must include the ability to access alternative injection sites, handle various species, assess behavior and temperament for proper animal handling and verify death by multiple methods. Training for field euthanasia should also be provided. The euthanasia technician and the assisting staff must be proficient in animal handling and restraint in order to avoid creating a stressful situation for the animals as well as the staff performing the procedures. Retraining and recertification should be provided periodically, with support services offered to staff to prevent or manage suffering from grief, compassion fatigue, depression or other physical and emotional reactions related to performing the procedures.

# Spay and neutering

Animal shelters should require that cats and dogs who are adopted into homes be spayed or neutered (AVMA 2009; Looney 2008; Kustritz 2007). Consideration must be given to individual animal health or circumstances that would create the need for an exception. Surgical sterilization (spaying or neutering) prior to release to adopters, including kittens and puppies as young as 6 weeks old, remains the most reliable and effective means of preventing unwanted reproduction of cats and dogs and decreasing their birthrates (AVMA 2009a; AVMA 2009b; Looney 2008; Kustritz 2007). When prompt, pre-placement surgery is not available and other spaying or neutering programs (e.g., vouchers) are implemented, these programs should include an effective method of follow-up to confirm that the surgery has been completed. Allowing shelter animals to breed is unacceptable.

Spaying or neutering cats and dogs awaiting adoption for more than a few weeks is strongly recommended as the rapid decline in spraying, marking, and fighting and the elimination of heat behavior and pregnancy, which can be expected following spaying or neutering (Hart 1973, 1997; Johnston 1991), will reduce animal stress (Griffin 2009a).

## 1. Veterinary Medical Guidelines

Detailed guidelines for spaying or neutering programs have been published (Looney 2008). Spaying or neutering surgery must be performed by veterinarians or veterinary students under the direct supervision of a veterinarian in compliance with all legal requirements (AAHA 2008; AVMA 2008; Looney 2008). Medical records must be prepared for every patient indicating the surgical procedure and anesthesia administered. All controlled substances must be maintained in accordance with DEA requirements.

A veterinarian must make the final decision regarding acceptance of any patient for surgery based on physical examination and medical history

(if available) as well as the capacity of the surgery schedule (Looney 2008). Patients undergoing elective surgery should be in good health and free from signs of infectious or other disease. However, veterinarians must weigh the risks and benefits of spaying and neutering patients with mild infectious or non-infectious medical conditions in the context of the animal shelter, where future opportunities for that animal to receive care may not be available and the alternative outcome may be euthanasia. Although some conditions may increase the risk of complications, the benefits of neutering likely outweigh these risks in an animal shelter. Cats and dogs who are pregnant, in estrus, or have pyometra, as well as those with mild upper respiratory disease, can be safely spayed or neutered in most cases (Appel 2004; Looney 2008).

## 2. Surgery and Anesthesia

Appropriate housing must be provided for each animal before and after surgery (Looney 2008). Enclosures must be secure and provide a flat surface that is clean, dry and warm with adequate space for the animal to turn around, while allowing for safety at various stages of sedation and anesthesia and good visibility by the staff. Animals who are feral or difficult to handle should be housed in enclosures that allow for administration of anesthetics without extensive handling, and they should be returned to their enclosures when adequately recovered but prior to becoming alert (Griffin 2009c; Looney 2008). Ideally, dogs and cats should be housed in separate areas.

While surgery is being performed, the operating area must be dedicated to surgery and contain the necessary equipment for anesthesia and monitoring. Infectious disease control must be practiced to prevent transmission among patients (Looney 2008). Aseptic surgical technique is required and separate sterile instruments must be used for each patient. Balanced anesthetic protocols that include sedation, the provision of pre and post-operative analgesia, stress reduction, muscle relaxation and controlled, reversible loss of consciousness,

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are required (AAHA/AAFP 2007; ACVA 2009; Looney 2008). Patients must be monitored by trained personnel (ACVA 2009; Looney 2008). In addition, plans must be in place to handle any emergency that might occur.

In the postoperative period, care must be taken to provide patients with a smooth transition from the anesthetized state (Griffin 2009c; Looney 2008). Patients must be evaluated immediately prior to release and clear instructions (written and verbal) for postoperative care must be provided. Finally, policies for managing complications and emergencies that

occur within the 48-hour period after surgery must be in place (Griffin 2009c; Looney 2008).

### **3. Identifying Neutered Animals**

The use of a permanent tattoo is strongly recommended to mark cats and dogs at the time of spaying or neutering surgery (Griffin 2009c; Looney 2008). Removal of the tip of one of the ears (or pinna) is the accepted global standard for marking or identifying a neutered free-roaming or feral cat (Griffin 2001; Looney 2008). A certificate of spaying or neutering, or other appropriate documentation, should be provided for each animal.

# Animal Transport

Animal shelters may be involved in transport of animals locally, regionally or internationally. The term “animal transport” is typically used to apply to programs in which animals are transferred over some distance from one organization or individual to another. However, the recommendations in this section should apply regardless of the purpose, distances or parties involved, as careful management and planning are always required to ensure animals’ comfort and safety and minimize risk of disease transmission.

For many animals, animal transport is a life saving measure, but it also poses risks. Animal transport programs have the potential to spread infectious diseases along animal transport corridors and to new destinations. The stress of transport may increase susceptibility to infection or increase viral shedding. Risk of exposure to infectious disease is increased when animals who originate from multiple sources are transported in the same vehicle. In addition to affecting the individual animals transported, transportation programs may impact other animals at the source and receiving shelters in both positive and negative ways. Therefore, risks and benefits for all animals affected by a transport program must be carefully weighed. Reasonable care and precautions help minimize the risk, and well planned transport programs can be very successful.

These standards are not intended to apply to disaster situations in which sudden large-scale evacuations are necessary. Exceptions may be necessary for transport in emergency situations, where short-term compromises may have to be made; however, pre-planning for potential disasters is recommended to minimize deviation from accepted transport practices. Compromises should not be made when there is ample opportunity to plan.

## 1. Responsibilities of Participating Individuals and Organization

### a) General

Clear, direct, communication is essential among those involved in any transport program. A written record of all involved parties, including responsibilities for each, should be kept in sufficient detail to allow a trace back to the animal’s origins. A contact person must be identified at each transfer point. Ideally, written guidelines that all parties can agree to should be developed (HSUS 2003; PetSmart 2006). Guidelines should address medical and behavioral selection criteria, as well as transportation and destination requirements. For interstate transport, current rabies vaccination is an import requirement for dogs in all states in the United States. The majority of states also require rabies vaccination for cats. A valid Certificate of Veterinary Inspection (e.g., health certificate) is also required by most states. It is recommended that transporters become familiar with the import requirements for all destinations, which, for states in the United States, are usually regulated by the state Departments of Agriculture and/or Health. Although airline requirements are not legal requirements many airlines have specific requirements for animal passengers.

### b) Responsibilities at Point of Origin

The shelter where the animals originate should ideally have a comprehensive preventive healthcare program. Animals destined for transport must be vaccinated prior to or upon intake at the organization of origin and should be treated for internal and external parasites. In addition to any examinations required by state or federal transportation regulations, all animals being transported must be examined within 24 hours of transport for any problems. Animals’ health and behavior, as known at the source shelter, must be accurately described and communicated.

*Risks and benefits for all animals affected by a transport program must be carefully weighed.*

*Clear, direct, communication is essential among those involved in any transport program.*



Clearly written health records that describe health status and identify animals (health certificate, rabies certificate and copy of shelter record) must accompany each animal. Animals should be identified by a collar, tag, tattoo, microchip, or any combination of these methods so that their information can be matched upon arrival. In order to minimize the risk of infectious disease and optimize welfare, animals should be in good health at the time of transport. However, transportation of animals with illness can be justified when life-saving resources, such as medical care and placement opportunities, are available at the destination and when measures can be taken during transport to provide for their comfort, health, and safety.

### c) Responsibilities During Transport

#### Primary Enclosure and Occupancy

The Live Animal Regulations (LAR) issued and maintained by the International Air Transport Association (IATA) and the Animal Welfare Act do not directly apply to surface transport of shelter animals but they are excellent references for animal transportation. Many of the recommendations below are derived from these regulations.

During transport, animals must have adequate space, comfortable environmental conditions, and good air quality. Additionally, drivers should be careful to avoid subjecting animals to sudden acceleration and deceleration stresses, or excessive lateral movement (cornering), noise or vibration.

Primary enclosures must be large enough for animals to stand and sit erect, to turn around normally while standing, and to lie in a natural position. Unfamiliar animals must not be transported together in the same primary enclosure. If more than one animal is in the primary enclosure, there must be enough space for each occupant to lie down comfortably at the same time without needing to lie on top of each other. The enclosure must be sturdy and permit adequate ventilation. There should be no sharp edges. Flooring must prevent injury, discomfort, and leakage of fluids into other enclosures. Absorbent

bedding should be provided. Animals must be safely and securely confined within the enclosure. Doors on primary enclosures must be secured to prevent accidental opening. Primary enclosures must be secured to prevent movement within the vehicle during transport.

Due to increased vulnerability, extra care must be provided when transporting puppies and kittens including: prevention of exposure to temperature extremes; maintenance of adequate hydration and nutrition; and protection from infectious disease exposure during the transport process. Unless orphaned, kittens or puppies less than 8 weeks old should be transported with the mother in a space large enough for her to lie down on her side with legs extended for comfort and to facilitate nursing. Transporting animals under 8 weeks old across state lines is prohibited by some state laws.

Animals should not be sedated unless recommended by a veterinarian because this can make them more vulnerable to hypothermia, dehydration, and injury. If animals are sedated, veterinary guidance must be provided for their care.

#### Vehicles

Vehicles must, at minimum, adhere to all federal or local statutes, recognizing that these regulations may not be sufficient to ensure animal safety and welfare. Crates and cages must not be stacked upon each other in a manner that increases animal stress and discomfort, compromises ventilation, allows waste material to fall from the cage above into the cage below, interferes with care and observation, or hinders emergency removal.

Each primary enclosure must be positioned in the animal cargo space in a manner that provides protection from the weather and extremes of temperature. As in stationary facilities, the ambient temperature should be kept above 60°F (15.5°C), and below 80°F (26.6°C) (AVMA 2008a). A thermometer should be placed in the animal area of the vehicle at the level of the animals (NFHS 2010).

*Animals in transport must be observed periodically and allowed to rest, exercise, and urinate and defecate at least every 4–6 hours.*

Fresh air free of vehicle exhaust fumes must also be ensured (CDA 2009). The vehicle, including the cargo space, should be heated and cooled when necessary to provide for normal thermoregulation (CDA 2009). Placing unconfined or tethered animals in the back of an open pickup truck for transport is unacceptable and illegal in many jurisdictions. Particular attention must be paid to provision of shade, as a vehicle parked in full sun, even in comfortable temperatures, can rapidly exceed safe temperature levels.

#### Transporter Responsibilities

The vehicle driver or animal attendant must have sufficient training in animal health, welfare and safety issues to recognize and respond to animal needs during transport. Although no federal regulations exist to limit the distance of travel for companion animals, risk to animal health and welfare increase with the length of the journey. For example, the Federal 28 Hour Law requires that, for every 28 hours of interstate travel, all livestock be provided at least 5 hours of rest during which they must be offloaded and given food and water (US Code Title 49 Chapter 805).

All dogs and cats must be observed and allowed to rest every 4–6 hours (NFHS 2010). In addition, adult dogs must be allowed to exercise and eliminate every 4–6 hours. The AWA requires the driver or animal attendant to observe dogs and cats as often as circumstances allow, but not less than once every 4 hours (USDA/APHIS Section 3.90 Care in transit). Maximum transport time to an intermediate or final destination shelter should be no more than 12 hours (NFHS 2010). Animals should

not be left unattended when it may be detrimental to their health and safety.

Food must be provided at least every 24 hours for adults and more frequently for animals under 6 months old. Caregivers are charged with providing for the individual nutritional needs of the animals. Because of increased physical stresses, requirements for food and water may be increased during transport, compared to normal nutritional needs. If water is not available at all times it must be provided at frequent (at least every 4 hours) observation stops.

Animal enclosures must be cleaned and any litter replaced as often as necessary to prevent soiling of the animals (e.g., vomit, urine or feces). If it becomes necessary to remove the animals in order to clean, safeguards must be in place to ensure animal safety and prevent escape.

#### *d) Responsibilities at Destination*

Points of destination must have enough trained personnel ready to receive and evaluate animals upon arrival at the destination facility. Each animal should receive a documented physical examination at the time of arrival. Veterinary care should be available on arrival for any animal requiring care.

The facility must have adequate housing prepared for the arriving animals. The need for isolation or quarantine of arriving animals should be determined based on legal requirements, their health status, source, and infectious disease risk, with due attention to incubation periods for pathogens of concern and detrimental effects of increasing length of stay in the shelter.

*Placing unconfined or tethered animals in the back of an open pickup truck for transport is unacceptable and is also illegal in many jurisdictions.*

# Public Health

It is essential that animal shelters take necessary precautions to protect the health and safety of animals, people and the environment in the shelter as well as in the community. An organization's mission should never be achieved at the expense of public health and safety.

Animal shelters must maintain compliance with federal and state occupational and safety regulations regarding chemical, biological, and physical hazards in the workplace. Organizations such as Centers for Disease Control (CDC), National Institute of Occupational Safety and Health (NIOSH) and Occupational Safety and Health Administration (OSHA) produce guidance documents for developing a health and safety program (OSHA Fact Sheet "Job Safety and Health"), and for hazard specific issues that may be relevant to shelters such as chemical safety (OSHA Assistance for Cleaning Industry), waste anesthetic gas exposure (OSHA Safety and Health Topics), sharps disposal (needles, scalpels, and other sharp objects) (CDC "Workbook for... Sharps Safety"), latex allergy prevention (NIOSH Publication No. 98-113, NIOSH Publication No. 97-135), asthma prevention in animal handlers (NIOSH Publication No. 97-116), and noise exposure (OSHA Occupational noise exposure; NIOSH Publication No. 96-110).

Exposure to excessive noise (e.g., barking, slamming cage doors, compressors or other equipment may lead to irreversible hearing loss; this risk is often under-recognized. Sound levels in some animal shelters regularly exceed 100 db (Sales 1997), creating a health and welfare issue for both the animals and the employees (NIOSH Report No. 2006-0212-3035; NIOSH Report No. 2007-0068-3042). Noise abatement materials should be utilized in animal holding areas, and hearing protection must be provided for employees working in loud environments. (See section on Facilities for information on controlling noise levels.)

Personal protective equipment (PPE), such as gloves, smocks, goggles, masks, etc. must be provided by the employer in order to protect employees from exposure to chemical and biological agents (OSHA Personal protective equipment). PPE must be available in sizes to accommodate all staff, including those with special concerns such as latex allergies. Selection of appropriate PPE will be site- and task-specific (CDC Guidance for the Selection and Use of Personal Protective Equipment (PPE) in Healthcare Settings 2004); therefore a hazard analysis is recommended as part of a health and safety program. Employees and volunteers should wear gloves and change them frequently while cleaning and disinfecting, especially when removing animal waste. Eye protection should be worn when working with cleaning or disinfection agents (NIOSH Report No. 2007-0068-3042).

Frequent hand-washing should be strongly encouraged, especially after handling animals and after removing PPE. Hands should also be washed before eating, smoking or touching eyes or mucus membranes (e.g., applying contact lenses). Ideally, hand-washing stations or sinks should be easily accessible to all visitors, staff and volunteers because hand-washing is the best way to protect people and animals in the shelter from possible disease transmission (CDC 2010).

Smoking should not be allowed in animal shelters because of the risk of fire and documented health hazards to humans and animals associated with second-hand smoke (Rief 1998; Roza 2007).

## 1. Zoonoses

Zoonotic diseases are defined as those that can be transmitted from animals to people. All people are at risk of infection by zoonotic agents, but those who are immune-compromised are at increased risk. Many people may not be aware of their compromised immune status. Immunity may be weakened due to age, disease, pregnancy, or medical treatment.

*Noise abatement materials should be utilized in animal holding areas, and hearing protection must be provided for employees working in loud environments.*

The infectious disease surveillance and control recommendations to prevent animal-to-animal transmission discussed in the section on Medical Health and Physical Well-being will also aid in the prevention of disease transmission to humans. Reliable information on specific zoonotic diseases can be found on several websites (CDC 2009; ISU Center for Food Security and Public Health Zoonoses Resources 2010; Seattle and King County Zoonotic Disease Program 2010). Shelters should provide periodic staff and volunteer training and information on the recognition of potentially zoonotic conditions and the means of protecting others from exposure. Training should also identify to whom concerns should be reported and how to respond when zoonotic disease is suspected or confirmed. Ideally, the written infection control plan for the shelter should address zoonotic concerns and be available to all staff and volunteers: a model plan for veterinary hospitals has been published (NASPHV 2008a). Reporting to state human or animal health authorities is required for some diseases (e.g., rabies, anthrax, tularemia, and brucellosis). It is each shelter's responsibility to know which animal diseases are reportable. A list can be obtained from the state veterinarian; information on animal diseases of interest to public health can be obtained from the state public health veterinarian or state epidemiologist.

The public should not have unsupervised access to areas where animals are isolated for zoonotic conditions; staff access to those areas should be limited. Enclosures of animals with suspected zoonotic disease must be clearly marked to indicate the condition and any necessary precautions. Shelters should institute good preventive medicine protocols such as prophylactic deworming and external parasite control to decrease the potential for exposure to zoonotic pathogens (CAPC 2008). Food and drink should not be consumed in areas where animals are housed, and use of items the public may bring in, such as spill-proof cups, pacifiers, teething toys, and baby bottles should be discouraged in these areas (NASPHV 2009).

To further reduce the risk of zoonotic disease transmission, animals should not be allowed in areas where food is prepared or consumed (NASPHV 2009).

Information about zoonotic diseases should be made available to visitors, adopters and foster-care providers. As a person's immune status is privileged medical information the question should not be asked; signage and literature can be used to communicate the increased risk of zoonotic disease for persons who are immune-compromised. Literature should suggest that immune-compromised adopters discuss pet selection with healthcare professionals before adoption. If inquiries are made, shelter staff should refer people to published guidelines or their healthcare provider (CDC 2009; PAWS 2006).

## 2. Animal-Related Injuries

Each year millions of people are bitten, scratched or otherwise injured by companion animals. While estimates vary widely, researchers agree that bite occurrences are underreported and animal bites represent a significant threat to public health (Patronek 2009). Fewer bites are reported from cats than from dogs; however, a much higher percentage of cat bites become infected compared to dog bites (Garcia 1997). Bite and scratch infections can become quite severe, even if tissue trauma appears minimal, and may even be fatal. It is impossible to predict which injuries will lead to serious infection. Therefore, all persons injured by an animal should seek medical advice.

Rabies is a fatal disease that is present in all of the states except Hawaii, and is prevalent in many parts of the world. Shelter staff must be able to identify potential rabies exposures and understand the regulations that apply to reporting and managing bites to humans and animals. To identify possible rabies exposures, all persons presenting an animal must be asked if the animal has bitten anyone within the last 10 days or had any recent contact with wildlife. All incoming animals should be examined for bite wounds; animals who have potentially

*Housing that requires dogs to be removed by use of a control pole or cats to be removed using nets or tongs for daily cleaning and care is unacceptable; alternative housing must be provided for those animals.*

been exposed to rabies should be managed in accordance with the NASPHV Rabies Compendium and in consultation with state and local health authorities (NASPHV 2008b).

Due to a higher risk of exposure, persons who routinely work with companion animals or wildlife should receive pre-exposure vaccinations against rabies in accordance with recommendations of the Advisory Committee on Immunization Practices (CDC 2008). To help control animal rabies in the community, animal shelters should vaccinate for rabies prior to adoption whenever possible or require that adopted animals receive vaccinations against rabies after adoption (NASPHV 2008b).

In order to prevent bites and other animal-associated injuries, all staff and volunteers should have proper training in basic animal handling skills, including the recognition of potentially dangerous behaviors. Clear policies must be developed and enforced regarding the management of animals with behavioral concerns. The cages of animals known to be aggressive or potentially dangerous must be clearly marked to advise caution. These animals should be housed such that staff members can safely provide care without removing the animal from the primary enclosure (e.g., double-sided guillotine-separated runs, feral cat boxes). Housing that requires dogs to be removed by use of a control pole or cats to be removed using nets or tongs for daily cleaning and care is unacceptable; alternative housing (e.g., double-sided cages or feral cat boxes) must be provided for those animals. The public should be prevented from having contact with potentially dangerous animals. Access to areas where potentially dangerous animals are held should be restricted; a staff member should accompany visitors when access is necessary.

Animals believed to be dangerous should not be re-homed. A thorough investigation of individual circumstances must be undertaken before consideration is given to re-homing an animal with a history of biting or threatening behavior. Those

with questionable behavior should be thoroughly assessed by persons with training and experience in animal behavior. All behavioral concerns should be documented and discussed with potential owners before adoption; recommendations for management should also be provided.

### **3. Emerging Diseases and Anti-microbial Resistance**

Emerging and re-emerging diseases (e.g., canine influenza virus and virulent systemic feline calicivirus) have been recognized in shelters (Crawford 2005; Hurley 2004c; Schorr-Evans 2003). Since nearly 75% of emerging infectious diseases that affect humans are of animal origin (Taylor 2001), animal shelters should monitor for signs of unusual or severe disease. Early detection can play an important role in minimizing the impact of an emerging disease on both animal and human health. Caring for multiple species, housing animals from various locations, and frequent introduction of new individuals within a population can create a favorable environment for the mutation and spread of pathogens (Pesavento 2007). Separation of species, proper population management, and proper sanitation should be employed to reduce the risk of development of novel pathogens.

The development and spread of antimicrobial resistance is a serious concern in animal shelters. Bacteria are capable of developing resistance to certain drugs. In some cases, this resistance can be passed on to other bacteria, including those that cause infections in both animals and people. One outbreak of multidrug-resistant *Salmonella* in a shelter caused 49 confirmed human illnesses, including 10 hospitalizations (Hurley 2004b); outbreak response included closing the facility for a period of time. It should also be noted that methicillin-resistant *Staphylococcus aureus* (MRSA), while primarily a human pathogen, can contaminate public environments and infect multiple animal species, including cats and dogs (Baptiste 2005; Weese 2005a, 2005b). Routine use of antibiotics to prevent infection in healthy animals is unacceptable

*A thorough investigation of individual circumstances must be undertaken before consideration is given to re-homing an animal with a history of biting or threatening behavior.*

and must never be used as a substitute for good animal health management (AAFP/AAHA 2006). (See section on Medical Health and Physical

Well-being for more information on medical treatment.)

*Routine use of antibiotics to prevent infection in healthy animals is unacceptable and must never be used as a substitute for good animal health management.*

## Conclusion

The authors hope that shelters and communities will look to this document to ensure that all animals in shelters everywhere are properly and humanely cared for, regardless of the shelter's mission or circumstance. The *Guidelines for Standards of Care in Animal Shelters* are intended as a positive tool for shelters and communities to review animal care,

identify areas that need improvement, allocate resources and implement solutions so welfare is optimized, euthanasia is minimized, and suffering is prevented. The ASV will review feedback to these recommendations and revise this document periodically as additional information becomes available.

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# Glossary of terms

**Analgesic** – medication to treat pain

**Animal Welfare Act** – signed into law in 1966. It is the only Federal law in the United States that regulates the treatment of animals in research, exhibition, transport, and by dealers. It does not cover shelters

**Antimicrobial** – a substance that kills or inhibits the growth of pathogens such as bacteria, fungi, or protozoas, as well as destroying viruses

**Bioactive** – anything that has an effect on living tissue

**Circadian Rhythm** – a 24-hour cycle in the life processes of animals, often used in reference to cycles of light and darkness

**Cohort** – a group that moves together

**Depopulation** – to significantly reduce the number of animals in the shelter through euthanasia

**Disinfection** – a process that will kill most of the pathogens in a given area. In shelters a disinfectant is usually a chemical

**Endotoxin** – substances released by or part of certain bacteria, which can have toxic effects on people or animals

**Enrichment** – a process for meeting the behavioral needs of animals by improving their environment or behavioral care (e.g., toys, perches, beds, hiding places, etc.)

**Euthanasia** – to cause the death of an animal using humane techniques. For purposes of this document, humane euthanasia is accomplished with an intravenous or intraperitoneal injection of a solution of sodium pentobarbital

**Fomite** – an object that may become contaminated and transmit pathogens from one animal to another (e.g., hands, clothing, equipment)

**Group-housing** – placement of multiple animals in a primary enclosure

**Incubation period** – the period of time from when an animal is first infected with a pathogen until clinical signs of illness first appear

**Infectious dose** – the number of pathogens required to cause infection and disease

**Intake** – the point of admittance of animals into the shelter

**Intracardiac (IC)** – administered directly into the heart

**Intramuscular (IM)** – administered into the muscle

**Intraperitoneal (IP)** – administered into the peritoneal cavity or abdomen

**Intravenous (IV)** – administered into a vein

**Inventory** – number of animals in the shelter's care; census

**Isolation** – a physically separate area of the shelter used to house and treat sick animals

**Length of Stay** – period of time an animal is under the shelter's care, from intake to exit

**Long-term** – see "How to Use This Document" section

**Neuter** – removal of the testicles in a male animal

**Off-label use of a medication** – use of a medication in any way not indicated by the manufacturer's label

**OSHA** – Occupational Safety and Health Administration; the federal agency charged with enforcement of safety and health legislation

# Glossary of terms

**Pathogen** – a biological agent that may cause disease or illness in an animal

**Primary enclosure** – a restricted area designed to confine an animal such as a cage, run, kennel, stall, or pen. In most sheltering situations, this is where an animal eats, sleeps, and spends the majority of its time

**Quarantine** – a separate area of the shelter used to observe animals for a specified period of time to see if they become sick

**Random mixing** – haphazard placement of animals originating from different groups together

**Re-home** – to adopt or place in a private home setting

**Rounds** – a process of walking through the shelter to visually observe and monitor the needs, status, health, and well-being of every animal

**Sanitation** – procedures of cleaning and disinfection to remove dirt and control and destroy pathogens in the environment

**Socialization** – a process of familiarizing animals with a variety of stimuli, including direct contact between animals and humans during their critical period of early development; may also refer to animals of any age spending time with one another

**Spay** – removal of the ovaries in female animals; may or may not include removal of the uterus

**Sterilization** – destruction of all pathogens using heat or chemicals; also used in this document in the context of surgical sterilization (e.g., spay or neuter)

**Stereotypic behaviors** – repetitive behaviors exhibited in the primary enclosure that usually indicate stress such as circling, leaping in the air, pacing

**Stressor** – any factor that creates stress

**Subcutaneous (SC)** – administered under the skin

**Surveillance** – monitoring of a population to detect changes in health, behavior, or welfare

**Tethering** – securing animals with a rope, chain or other device to a fixed point in order to restrict their movement

**Veterinary professional** – a veterinarian, veterinary technician or veterinary student

**Veterinary supervision** – a veterinarian watches over and provides guidance over designated tasks; may or may not involve daily involvement or on-site presence of the veterinarian

**Zoonotic** – any infectious disease that can be transmitted from non-human animals to humans



December 18, 2018

AGENDA ITEM 9.A

REQUEST

**APPOINTMENT OF MAYOR PRO TEMPORE**

EXECUTIVE SUMMARY

Council appointment of a Mayor Pro Tempore to serve a two-year term ending in December 2020.

DISCUSSION

Government Code Sections 34905 and 36801 require that the City Council choose one of its members to serve as Mayor Pro Tempore. In the absence of the Mayor, the Mayor Pro Tempore exercises the powers and duties of the Mayor. The Mayor Pro Tempore serves a two-year term.

The Mayor Pro Tempore is selected by the Council after the declaration of the election results.

STRATEGIC PLAN

This item does not relate to the Council's Strategic Plans.

FISCAL IMPACT

There is no fiscal impact associated with this discussion item.

RECOMMENDATION

Staff recommends that the City Council appoint, by motion, a Mayor Pro Tempore to serve a two- year term ending in December 2020.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager